

LICENCE AGREEMENT

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This Licence Agreement (this "Agreement") is made effective as of (the "Effective Date") between

Adam Matthew Digital Ltd, Pelham House, London Road, Marlborough, Wiltshire, SN8 2AG, England ("Licensor")

and

Georg-August-Universitt Göttingen, represented by Göttingen State and University Library, acting also in its function as provider of the Specialised Information Service (Fachinformationsdienst - "FID") Anglo-American Culture - Bereich SUB Göttingen, Platz der Göttinger Sieben 1, D-37073 Göttingen, Germany, ("Licensee").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Definitions

Authorised users include:

1.

- (1) higher education institutions financed either by public or private funding;
- (2) national, regional and state libraries; academic specialist libraries mainly financed by public funding (excl. project funds);
- (3) research institutions financed by public funding (excl. project funds);
- (4) governmental institutions; including any of such above mentioned types of German institutions abroad.

2.

Individuals who are authorized by the aforementioned Institutions to access the Institution's information services whether on-site or off-site via Secure Authentication and who are affiliated to the Institution as a current student (including but not limited to undergraduates, postgraduates and guest students), member of staff (whether on a permanent or temporary basis including retired members of staff and any teacher who teaches Authorised Users) or contractor or registered user of the Institution. Persons who are not currently a Student, member of staff, contractor or registered user of the Institution, but who are permitted to access the Institution's information services from computer terminals or otherwise within the physical premises of the Institution ("Walk- in Users") are also deemed to be Authorised Users, only for the time they are within the physical premises of the Institution.

3.

Individuals who are authorized by the Licensee for non-institutional access to the Licensed Material via Secure Authentication are deemed to be Authorised Users. Access of individuals shall be permitted via individual

authentication subject to a requirement of residence in Germany.

"Licence Fee" includes:

The fee as set out in Appendix B. The fee should be in line with the offer agreed between the Licensee and the Licensor.

"Licensed Materials" includes:

The material listed in Appendix A, including corresponding metadata, supplementary content and digital objects.

"Licensor's Platform" includes:

Own or third party server used by Licensor to give access to Licensed Materials.

"Metadata" includes:

Bibliographical, structural and descriptive data of the Licensed Materials as defined in Appendix C.

"Secure Authentication" includes:

Method to identify Authorised Users as defined in Appendix D.

1. Grant of Licence for Licensed Materials and Licence Fee

1.1 The material that is the subject of this Agreement is electronic information published or otherwise made available by the Licensor and is described as **APPENDIX A** (hereinafter referred to as the "Licensed Materials" where such term shall include any part of the Licensed Materials, and any data or information extracted from the Licensed Materials).

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3.1 Save as set out in this Agreement, the Licensee and the Authorized Users shall not:

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- (3) prohibit reproduction or distribution of Licensed Materials that violates applicable law;
- (4) contain a reservation for the Licensor of all Intellectual Property and other rights in the Licensed Materials; and
- (5) Set out the limitations on access and use of the Licensed Materials as set forth in this Agreement,

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