
- African American Newspapers -

- Auszug aus den Lizenzbedingungen -

3. License

a. NewsBank grants to Customer and to Customer's Authorized Users (defined below) on the terms set forth in this Agreement and any Order Form(s), a non-exclusive, nonassignable, concurrent-use license to use each Product at the licensed site(s) identified in the Order Form applicable to such Product (the "Licensed Site") solely for noncommercial academic, educational and research purposes. "Authorized User" means only: (a) For public libraries: library staff, individual residents of Customer's reasonably defined geographic area served, and walk-in patrons while they are on-site; (b) For schools, other academic and higher education institutions: currently enrolled students, faculty, library staff, and visiting scholars/lecturers/students as well as walk-in patrons while they are on-site; (c); For other types of organizations: employees and independent contractors, while performing their work for such organization and walk-in patrons while they are on-site; and (d) contractors performing research or work on behalf of the Customer in accordance with Section 3h. Additionally, German scholarly institutions residing outside of Germany identified in the Order Form applicable to such Product (the "Remote Licensed Sites") are considered additional Licensed Sites under this Agreement except the definition of an Authorized User at any Remote Licensed Site shall be modified to only include staff located at the Remote Licensed Sites. Customer understands and acknowledges that all use is subject, after reasonable notice, to restrictions and disclaimers that NewsBank or its suppliers publish from time to time.

b. Customer and Customer's Authorized Users are licensed to use the Products solely for access, search, retrieval, viewing, printing, and downloading for non-commercial academic, educational and research purposes. Printing and downloading are limited to insubstantial portions of the data, for temporary storage. All other use is prohibited except as expressly provided for in this Agreement. The removal or altering of any copyright or other notices within the Product or using any portion of Product for purposes of manual, automated or other machine-assisted indexing or classification of other publications is prohibited. The transmission of Content, as defined under Section 5a, (including, but not limited to, by way of e-mail, facsimile or other electronic means) is prohibited unless such transmission is between Authorized Users or covered by Sections 3e, 3f, 3g. Except as expressly provided for in this Agreement, Customer and Customer's Authorized Users may not modify, publish, transmit (including, but not limited to, by way of e-mail, facsimile or other electronic means), display, participate in the transfer or sale of, create derivative works based on, or in any other way exploit any of the Content, in whole or in part without the prior written consent of NewsBank and (if applicable) its respective content providers.

c. Customer will take reasonable steps to ensure that only Customer's Authorized Users use the Products, and that Customer's Authorized Users do so in accordance with this Agreement.

d. Portions of this Agreement relevant to Authorized Users may appear in the form of "Terms and Conditions of Use" on or in the Products.

e. Electronic Reserves/Course Packs: Customer may include copies (hardcover or electronic download) of articles from the Product (i) in course packs (print or digital form) for sale, on a cost-recovery basis only, and/or distribution to Authorized Users for their use in connection with classroom instruction and/or (ii) in reserves (print or digital form), including in course management systems (e.g, Blackboard, Desire to Learn, Angel, etc), set up by Customer's libraries or faculty members for access by Authorized Users in connection with specific courses offered by Customer. Copies of articles are limited to insubstantial portions of the data, for temporary storage. Customer shall ensure that all copies are deleted or destroyed, the sooner of, the end of the term in which the related course concludes, the termination of the Product Order Form associated with such Product, or the termination of this Agreement.

f. Scholarly Sharing: Customer and Customer's Authorized Users may provide to a third party colleague insubstantial portions of the data retrieved from the Products for personal use or scholarly, educational or scientific research use in hard copy or electronically for temporary storage, provided that in no case any such sharing is done in a manner or magnitude as to act as a replacement for the recipient's or recipient institution's own subscription to either the Products or the purchase of other NewsBank products. If NewsBank reasonably determines that such sharing activities hereunder may be impairing NewsBank's ability to make sales of the Product or other NewsBank products to other customers, NewsBank may require such sharing activity to be modified or terminated, either entirely or with respect to the Customer's Authorized User(s) whose activity is impairing NewsBank's business.

g. Interlibrary Loan (ILL): Customer may use the Product to create hardcopy or electronic copies of articles (via secure electronic transmission using a system such as Odyssey or Article Exchange) for the purpose of supplying interlibrary loan requests provided that such interlibrary loan requests do not hinder NewsBank's ability to sell the Product to other customers. Customer warrants that the number of articles (whether copies of the same article or of different articles) supplied to any library pursuant to the foregoing provision will not exceed 5 in any calendar year. Any breach under this paragraph shall be deemed a material breach. In no event may the Customer's Interlibrary Loan program be used to avoid the need for another school, library, or other potential similar customer or prospective customer from ordering to a Product. If NewsBank reasonably determines that Interlibrary Loan activities hereunder may be impairing NewsBank's ability to make sales of the Product or other NewsBank products to other customers, NewsBank may require such Interlibrary Loan activity to be modified or terminated, either entirely or with respect to the library whose activity is impairing NewsBank's business.

h. Third Party Contractors: Customer can hire a reputable third party contractor to support the Customer with administrating technical duties required of the Customer under the Agreement (Such as authentication of remote users, usage reporting and hosting data). With regard to any hosting of the Product data as described under Section 7b, and due to content provider restrictions, Customer shall have the option to hire a third party contractor to host the Product data on behalf of the Customer provided that the Customer first seeks approval from NewsBank with details on the proposed vendor so NewsBank can in turn seek approval from the applicable content providers. NewsBank's approval for hosting the Product data by a third party contractor shall not unreasonably be withheld or delayed. In connect with the Customer's use of third party contractors as provided for under this provision, (1) the Customer shall take reasonable steps to vet any third party contractor who will have access to the Product or any Content, (2) the Customer shall promptly notify NewsBank on its plan to use a hosting company prior to sending the Product data to the hosting company, and (3) the Customer warrants and represents that all use of the Product and Content via any such third party contractor will be in accordance with the terms and conditions of the Agreement.

4. Express Restrictions

a. On-Site Use: Customer may make each Product available for authorized use at the Licensed Site over a computer network to the number of concurrent users or number of downloads listed in the Order Form for the relevant Product.

b. Remote Use: Customer, if granted a remote-use license, defined in the Order Form for the relevant Product, may make such Products available to Customer's Authorized Users who are not at the Licensed Site; provided that such availability is limited to noncommercial academic, educational and research use by the number of concurrent users or number of downloads set forth in the Order Form(s) for the relevant Product(s), and is further subject to the following conditions:

i. Authorized Users must access the Products only through the server or network located at the Licensed Site or through the server or network of a third party (e.g. the platform for national licenses at www.nationalizenzen.de or a website hosting company hired by Customer) and the server or network, of Customer or a third party (such as access via the platform for national licenses at www.nationalizenzen.de or a website hosting company hired by Customer) must have adequate security to allow access to the remote access account setup by NewsBank only by Authorized Users. (For clarification, this provision is restricting remote access for any sites that are not a licensed under the Agreement. Use while at a License

Site in not deemed remote use and does not apply here.)

OR

ii. Authorized Users must access the Products only through user authentication programs supplied to Customer by NewsBank.

In no event may Remote Access be used to avoid the need for any school, library, or other potential customer from subscribing to a Product. If NewsBank reasonably determines that Remote Access activities hereunder may be impairing NewsBank's ability to make sales of the Product or other NewsBank products to other customers or other potential customers of NewsBank, NewsBank may require such Remote Access activity to be modified or terminated, either entirely or with respect to the Customer's Authorized User(s) whose activity is impairing NewsBank's business.

c. Without limiting any other restriction on use set forth in this Agreement, the following limitations apply to make sure that all use is for non-commercial academic, educational and research purposes and will not impair NewsBank's ability to market/license its products to other customers or other potential customers:

i. Any permitted remote access is limited to use by Authorized Users on the Licensed Sites stated in the Order Form through their personal computers/devices for their own convenience and specifically excludes Authorized Users who access the Products through another school, library, college/university, corporation, business or other potential customer of NewsBank. Customer is specifically prohibited from granting any remote access to any entity including, but not limited to, any school, library, college/university, corporation, business or organization who are not Licensed Sited under this Agreement.

5. Intellectual Property

a. Customer acknowledges that the Products consist of materials copyrighted by third parties and containing trademarks owned by third parties, and that NewsBank owns the copyright of the compilations of these materials. The Product contains copyrighted material, trademarks and other proprietary information owned by NewsBank and its content providers, including without limitation, compilations, text, software, photographs, video, graphics, trademarks, service marks, logos, designs, and music and sound (the "Content"), and such Content is protected under U.S. copyright laws, U.S. trademark laws, and other intellectual property laws as well as international copyright and trademark laws and treaties. Customer acknowledges that its use of the Products, including use by Customer's Authorized Users, must not infringe the rights of NewsBank or of any third parties.

b. Consistent with the fair-use provisions of the Copyright Act of the United States, Customer and Customer's Authorized Users are licensed to reproduce or store only insubstantial portions of the Products, resulting from specific searches for Customer's and/or Authorized Users' own non-commercial academic, educational and research purposes. In connection with the foregoing and subject to appropriate attribution, Customer's Authorized Users may insert minimal and insubstantial amounts of text excerpts, figures, images and tables from the Product into the Authorized User's own non-commercial work (e.g. articles, essays, papers, reports, etc.), provided such insertions into Authorized User's own non-commercial work shall not prejudice or diminish any opportunity for NewsBank to license the Product to any other customer or potential customer. Customer and Customer's Authorized Users will not store or use, or allow to be stored or used, any portion of the Products in a searchable database without written permission of NewsBank and (if applicable) its respective content providers or data/text mine or permit data/text mining of the Product. Nothing contained herein shall be construed as granting the Customer and its Authorized Users or any third party any interest in or to the Product or Content. All rights in and to the Product and Content are expressly reserved by NewsBank and/or NewsBank's respective content providers.

c. For the purposes of this Agreement, the phrase "insubstantial portions of the Product or of the data" means a few documents per search/research project from the Product, with the understanding that the number of documents that an Authorized User may require for a particular search/research project will vary depending on the market and level of the Authorized User, provided that in no event shall such quantity of documents from the Product reasonably substitute for a comprehensive copy of the Product or any of the documents in the Product database that could prejudice or diminish NewsBank's advantage in

licensing the Product database for commercial gain.