Nutzungsbedingungen (Vertragsauszug) für

- Al Manhal Islamic Studies E-Book-Collection -

§2 License grant

In general:

[...]

3. The Publisher hereby grants to the Licensee, subject to and in accordance with the terms of this License Agreement, a non-exclusive perpetual license to access and use the Licensed Material and to allow Institutions and Contractually Defined Users [...] to access and use the Licensed Material hosted on the Publisher's platform via Secure Network.

4. The Licensee and the Institutions may use the data (meta and content data) in any way they deem suitable in order to make the product accessible to the Contractually Defined Users within the scope of this License Agreement. The Licensee and the Institutions may make such local temporary copies of the Licensed Material as are necessary to ensure efficient use of the Licensed Material by Contractually Defined Users, provided that such use complies with all the terms and conditions of this Licence Agreement.

5. The Licensee, the Institutions or a third party authorised by the Licensee are permitted to include the perpetually licensed content in virtual research tools with meta-data accessible for all interested and content data accessible for Contractually Defined Users only, such as electronic packs, virtual research environments and virtual specialised libraries. They may, for this purpose, integrate the perpetually licensed data in technical usage/storage systems (hosting and archiving) of their own or that are operated by a third party. The use of licensed materials in course packs for students is allowed.

6. The Publisher hereby grants to the Licensee, subject to and in accordance with the terms of this License Agreement, a non-exclusive perpetual (license) right to host the perpetually Licensed Material on Licensee's Local Hosting server or on the server of a third party, and allows the Contractually Defined Users (Schedule 2) to access and use the Licensed Material via Secure Authentication.

7. In all cases, the Licensee and the Institutions may only use any local temporary copies of the Licensed Material and/or physical copies of the Licensed Material solely for the purposes specified in and subject to the terms and conditions of this License Agreement.

8. The Publisher hereby grants to the Licensee the Institutions or a third party authorised by the Licensee subject to and in accordance with the terms of this License Agreement, a non-exclusive perpetual license for the Metadata and content material associated with the Licensed Material for use in local catalogue systems, regional or nationwide union catalogue systems and such other library services and information systems including but not limited to search engines of the Institutions and third parties and including but not limited to search engines of commercial corporations provided that the Metadata is not sold, lent, re-licensed, or distributed in any manner that violates the terms and conditions of the licence. The metadata may be indexed for this purpose and, if necessary, integrated by links into the before named systems and services. These links facilitate direct access by the Contractually Defined Users to the Licensed Material and the information objects it contains. All users have the right to use the Metadata in this way.

[...]

14. The Licensee and Contractually Defined Users are granted a non-exclusive license to use the data to set up value-added services. These include, for example, evaluation services (text and data mining) and aggregation or integration services in virtual research environments for Contractually Defined Users.

15. Access is granted without restriction to concurrent use, that is, the access will be unlimited for any number of users to any document at the same time. In as far as hosting locally, then the same right is granted.
§3 Permitted uses

1. The Licensee, Institutions and the Contractually Defined Users may use the data only within the scope of the services typically provided by libraries to their users, i.e. primarily for research and personal use. Further processing functions, such as downloading and printing digital content for personal and academic use, are part of the license.

2. The Licensee or a third party authorized by the Licensee may use the Metadata in any way suitable for enabling, promoting, facilitating and supporting the use of the Licensed Material or the individual information objects it contains by the Contractually Defined Users.

3. The Licensed Material or Parts thereof may be compiled, indexed and catalogued (including, without limitation, the header data and abstracts) by the Licensee, Contractually Defined Users and third parties authorised by the Licensee. Anything thereby created or compiled may be integrated into the products and services of the Licensee and the Institutions.

§4 Restrictions

1. Save as provided herein, Licensee and the Contractually Defined Users may not:

   a. Sell or resell the Licensed Material unless the Licensee or the Contractually Defined User has been granted prior written consent by the Publisher to do so;

   b. Remove, obscure or modify copyright notices, text or Source acknowledgment or other means of identification or disclaimers as they appear;

   c. Alter, adapt or modify the Licensed Material, except to the extent necessary to make it perceptible on a computer screen, or as otherwise permitted in this Licence Agreement. For the avoidance of doubt, no alteration of the content of the Licensed Material, including alteration to the words or their order, is permitted;

   d. Display or distribute any Part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web, and any other distribution medium now in existence or hereinafter created, other than by a Secure Network or unless permitted in this Licence Agreement;

   e. Use all or any part of the Licensed Material for any Commercial Use or for any purpose other than Educational Purposes.

   f. [omitted]

   g. Permit anyone other than Contractually Defined Users to access or use the Licensed Material;

   h. Use the Licensed Material for the benefit of a third party or give any third party beneficial use of the Licensed Material, including without limitation, any parent, subsidiary or affiliated entity;

2. This clause shall survive termination of this Licence Agreement for any reason.