

VI. AUTHORIZED USE OF LICENSED MATERIALS

Authorized Users. "Authorized Users" are:

Persons Affiliated with Licensee. Full and part time students and employees of public and private universities in Germany, as well as the Max-Planck Institutes, the Leibnitz-Association, the Helmholtz and the Fraunhofer Institutions, the German institutions abroad listed in Addendum C, and the local, regional and state libraries in Germany.

Walk-ins. Patrons not affiliated with Licensee who are physically present at Licensee's site(s) ("walk-ins").

Authorized Uses.

The Licensed Materials may be used for purposes of research, education or other non-commercial use as follows:

Display. Licensee shall have the right to electronically display to Authorized Users the Licensed Materials.

Digitally Copy. Licensee and Authorized Users may download and digitally copy a reasonable portion of the Licensed Materials for the individual use of Authorized Users.

Print Copy. Licensee and Authorized Users may print a reasonable portion of the Licensed Materials.

Archival/Backup Copy. Upon written request of Licensee, Licensee may receive from Licensor one (1) copy of the entire set of Licensed Materials to be maintained as a backup or archival copy. If the Agreement is terminated because of the material breach of Licensee, then: Licensee shall destroy or return to Licensor any copies of the Licensed Materials in Licensee's possession.

Caching. Licensee and Authorized Users may make such local digital copies of the Licensed Materials as are necessary to ensure efficient use by Authorized Users by appropriate browser or other software.

Course Packs. Licensee and Authorized Users may use a reasonable portion of the Licensed Materials in the non commercial preparation of Course Packs or other educational materials for the use of Authorized Users.

Course Reserves (Print and Electronic). Licensee and Authorized Users may use a reasonable portion of the Licensed Materials for use in connection with specific courses of instruction offered by Licensee and/or its parent institution. Use must be restricted to Authorized Users.

Electronic Links. Licensee may provide electronic links to the Licensed Materials from Licensee's web page(s), and is encouraged to do so in ways that will increase the usefulness of the Licensed Materials to Authorized Users. Licensor staff will assist Licensee upon request in creating such links effectively. Licensee will make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by Licensor.

Indices. Licensee may use the Licensed Materials in connection with the preparation of or access to integrated indices to the Licensed Materials, including author, article, abstract and keyword indices.

Scholarly Sharing. Authorized Users may transmit to a third party colleague in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly and educational works.

Interlibrary Loan. Licensee may fulfill requests from other institutions, a practice commonly called Interlibrary Loan. Licensee agrees to fulfill such requests in compliance with Section 108 of the United States Copyright Law (17 USC §108, "Limitations on exclusive rights: Reproduction by libraries and archives") and clause 3 of the Guidelines for the Proviso of Subsection 108(g)(2) prepared by the National Commission on New Technological Uses of Copyrighted Works.

Fair Use. Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international law. Nothing in this Agreement shall be interpreted to limit in any way whatsoever Licensee's or any Authorized User's rights under the Fair Use provisions of United States or international law to use the Licensed Materials.

VII. SPECIFIC RESTRICTIONS ON USE OF LICENSED MATERIALS

Unauthorized Use. Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials. If Licensee chooses to store an archival copy of the Licensed Materials, Licensee will need to create and execute a reasonable plan whereby access will be restricted to Authorized Users.

Modification of Licensed Materials. Licensee shall not modify or create a derivative work of the Licensed Materials without the prior written permission of Licensor.

Removal of Copyright Notice. Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.

Commercial Purposes. Other than as specifically permitted in this Agreement, Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials or bulk reproduction or distribution of the Licensed Materials in any form.

Provision of Notice of License Terms to Authorized Users. If licensee chooses to store an archival copy of the Licensed Materials, Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.