American Institute of Physics (AIP)

Auszug aus dem Lizenzvertrag Abridged version of License Agreement

(...)

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, and other valuable consideration received, the parties agree as follows:

1. LICENSED RIGHTS

<u>a. License.</u> AIPP provides a nonexclusive, non-transferable license to Licensee's Authorized Users, subject to the terms, conditions and restrictions set forth in this Agreement, to access, search, view, download, print and save the Licensed Content via the Platform, solely for research and educational purposes or private use.

(...)

<u>b. Authorized Users.</u> Authorized users are defined as and limited to current faculty members, staff, employees, students, guest scientists, subcontractors, as applicable (collectively, "Authorized Users"), and walk-in users using computer terminals on premises ("Walk-in Users"). All Authorized Users who have been issued an institutional username and password or other mutually-agreeable method of secure authentication may also access the Licensed Content remotely, using devices that are located off the premises of Licensee (or a Participating Institution). Licensee or the Participating Institutions must require the Authorized Users to use a username and password or other method of mutually-agreeable secure authentication to login before accessing the Platform using computers located off the premises of Licensee (or Participating Institutions). For the sake of clarity, no Walk-in Users are permitted to access the Platform remotely.

(...)

<u>d. Credentials.</u> When the relationship between an Authorized User and the Licensee terminates, Licensee shall take reasonable steps to prevent the previously Authorized User from accessing the Platform, by promptly disabling the previously Authorized User's access to the Licensed Content except from areas where the Licensed Content is accessible to the public.

<u>e. Text and Data Mining.</u> With prior permission of AIPP and in accordance with Appendix D, Authorized Users may apply automated tools and processes to the Licensed Content for the purposes of data mining for the purposes of textual analysis and visual mapping of textual relationships, within the context of scholarship or research activities.

2. FAIR USE & RIGHTS OF LIBRARIES

<u>a. Fair Use and Rights of Libraries.</u> Authorized Users are entitled to use the Licensed Content in a manner that comports with §107 and §108 of the U.S. Copyright Act, or other similar applicable laws outside the U.S., provided that the Authorized Users provide proper attribution to the copyright owners and AIPP.

<u>b. Interlibrary Loan.</u> Licensee may use the Licensed Content to fulfill a reasonable number of requests from other libraries for specific material for interlibrary loans ("ILL"). The Licensed Content for ILL may be transmitted by mail, fax or secure, prevailing technology, provided that Licensee will not require the receiving library to pay a fee, and to the best of Licensee's knowledge, the loaned material is for the purposes of research or private study, and not for commercial use. The borrowing and lending libraries will comply with applicable legal guidelines in connection with ILL.

<u>c. Course Packs.</u> Material from the Licensed Content may be included in anthologies ("Course Packs") in print or digital form for distribution to Authorized Users for their use in connection with classroom instruction or in reserves (print or digital) set up by libraries for access by Authorized Users in connection with specific courses

offered by the Licensee. Copies of items in digital form which are included in online Course Packs or reserves will be deleted by the Licensee and its locations when the course is no longer offered. Course Packs in non-electronic non-print perceptible form, such as audio or Braille, may also be offered to Authorized Users.

3. RESTRICTIONS

<u>a. Intellectual Property.</u> Licensee shall not, and shall not cause, assist or encourage any Authorized Users or third parties to: (i) infringe any intellectual property or other right of any party (including AIPP), or violate any applicable laws, rules or regulations, including, without limitation, redistribute, repurpose, resell, alter, recompile, share access with users not authorized by Licensee, republish or post in any media, print or electronic form, such as on the Internet or using peer-to-peer or similar file sharing for anyone to access, the Licensed Content (or any search results thereof), in whole or in part, or otherwise commercialize the Licensed Content; or (ii) alter, obscure or remove the copyright notices or the watermark in the Licensed Content, any article, or other such materials.

<u>b. Operation of the Platform.</u> Without AIPP's authorization, Licensee shall not, and shall not cause, assist or encourage any Authorized Users or third parties to: (i) disrupt or interfere with the security or use of the Platform, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, or similar methods or technology; (ii) misrepresent Licensee's affiliation with a person or entity, or submit false or misleading information to AIPP, including, without limitation, IP addresses that do not belong to any Participating Institution; (iii) collect, manually or through an automatic process, information about users or their usage without their express consent.

<u>c. Systematic Download; Text and Data Mining.</u> Without AIPP's authorization, Licensee shall not, and shall not cause, assist or encourage any Authorized Users or third parties to: (i) systematically or programmatically download, whether manually or by using programs such as robots or searchbots, spiders, crawlers or other automated downloading programs, algorithms or devices, to continuously or automatically search, scrape, extract, deep link or index all or a substantial portion of the Licensed Content, such as an entire issue of or article from a journal; (ii) download the Licensed Content in aggregate for central storage or later retrieval; or (iii) conduct text and data mining.

<u>d. Violations.</u> Licensee shall notify AIPP of any copyright infringement, or unauthorized use of the Licensed Content of which Licensee becomes aware. To the extent AIPP determines that any copyright infringement or violation of this Agreement has occurred (including a violation by an Authorized User), Licensee shall cooperate with AIPP in investigating any unauthorized uses and in taking reasonable steps to prevent a reoccurrence, such as suspending or terminating an actual or suspected unauthorized user's access to the Platform or Licensed Content upon AIPP's reasonable request. If AIPP reasonably suspects or determines that an Authorized User has violated the terms of this Agreement or any other agreement that he or she individually entered into to access the Platform, or that Licensee is otherwise allowing the Platform to be misused, AIPP may, without notice, suspend such user's account or Licensee's access to the Platform.

(...)

APPENDIX D Text and Data Mining Permission

AIPP authorizes the Licensee and the Authorized Users to conduct text and data mining solely for academic or research purposes. The text and data mining must be performed using an AIPP-approved API service, and the Licensee must abide by any limits on load rates and download rates conveyed to Authorized Institution from time to time. In no event will the Licensee or any of its Authorized Users use or share the results from the text and data mining in a manner that competes with the Platform or the Licensed Content, for the use or benefit of any third party, or otherwise harm the economic interest of AIPP, including, without limitation, by posting the results on the Internet for the public to access, regardless of whether the results can be reconstructed to its original, human readable form. The results derived from the text and data mining are considered research data and may be stored, published and distributed in any medium or form under any license in order to ensure reproducibility and sustainability, as long as the Licensed Content cannot be reconstructed in its original, human readable form. Attribution must be made to the Licensor in an appropriate manner and form.

Text and data mining may be performed on the original Licensed Content or on data extracted from the raw data available on the Platform. The extracted or raw data and the text and data mining results may only be stored and analyzed within the Licensee's secure network that is not accessible by any unauthorized third parties.

The text and data mining may only be performed during the Authorized Window set forth above. During the Authorized Window, if AIPP reasonably determines that the text and data mining is causing an unreasonable burden on AIPP's network or substantially interferes with other users' access to the Platform and the Licensed Content, Licensee will temporarily suspend such activity upon AIPP's request, and only resume once AIPP notifies the Licensee to do so.

After termination of the Agreement, all text and data mining results provided pursuant to this Appendix will continue to be subject to Sections 1, 2, 3, 8, 9 and 10.