

# ProQuest

Auszug aus dem Lizenzvertrag  
Abridged version of License Agreement

[...]

## Custom Terms and Conditions

[...]

**2. Authorized Users.** "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 and other academic institutions: currently enrolled students, faculty, staff, and visiting scholars, as well as walk-in patrons while they are on-site; and (c) For other types of organizations: employees and independent contractors, while performing their work. Authorized Users excludes Customer's corporate affiliates, academic bookstores, and alumni unless those users are expressly included and reflected on the Order Form or Additional Sites Schedule.

**3. Secure/Remote Access.** (...) Use of the Service by remote access is allowed (...) Online posting of passwords, or otherwise enabling access for the benefit of non-subscribing institutions or users, is strictly prohibited.

[...]

## Exhibit A: Permitted Uses

**1. Online Research Services.** Services designed to facilitate online research may be used for Customer's internal research or educational purposes as outlined below provided that doing so does not violate an express provision of this Agreement.

**a. Research and Analysis.** Customer and its Authorized Users are permitted to display and use reasonable portions of information contained in the Service for educational or research purposes, including illustration, explanation, example, comment, criticism, teaching, or analysis.

**b. Digital and Print Copies.** Customer and its Authorized Users may download or create printouts of a reasonable portion of articles or other works represented in the Service (i) for its own internal or personal use as allowed under the doctrines of "fair use" and "fair dealing"; (ii) when required by law for use in legal proceedings or (iii) to furnish such information to a third party for the purpose of, or in anticipation of, regulatory approval or purpose provided that the recipient are advised that the copies are confidential and not for redistribution. All downloading, printing and/or electronic storage of materials retrieved through the Service must be retrieved directly from the on-line system for each and every print or digital copy.

**c. Electronic Reserves, Coursepacks, and Intranet Use.** Provided that Customer does not circumvent any features or functionality of the Service, Customer may include durable links to articles or other works (or portions thereof) contained in the Service in electronic reserves systems, online course packs and/or intranet sites so long as access to such materials are limited to Authorized Users.

**d. Fair Use/Fair Dealing.** Customer and its Authorized Users may use the materials contained within the Service consistent with the doctrines of "fair use" or "fair dealing" as defined under the laws of the United States or England, respectively.

**e. Academic Institutions, Schools, and Public Libraries.** If Customer is an academic institution, school, or public library:

**i. Interlibrary Loan (ILL).** Library Customer may loan digital or print copies of materials retrieved from the Service to other libraries, provided that (i) loans are not done in a manner or magnitude that would replace the receiving library's own subscription to the Service or purchase of the underlying work (e.g., newspaper, magazine, book), (ii) Customer complies with any special terms governing specific content or licensors as described in this Agreement, (iii) with respect to e-books, copying is limited to small portions of a book, and (iv) Customer complies with all laws and regulations regarding ILL.

**ii. Scholarly Sharing.** Customer and its Authorized Users may provide to a third party colleague minimal, insubstantial amounts of materials retrieved from the Service for personal use or scholarly, educational research use in hard copy or electronically, 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 educational institution's own subscription to either the Service or the purchase of the underlying work.

(...)

**3. Scholar/Researcher Profiles.** The data contained within scholar profiles are for use in facilitating research and collaboration amongst colleagues. Neither Customer nor its Authorized Users may expert or otherwise exploit the scholar profiles for mass mailings or similar marketing purposes.

(...)

## **6. Purchased Content.**

(...)

**d) Data Mining.** Subject to any content-specific restrictions, Customer and its Authorized Users may extract and compile data from locally-loaded copies of the Purchased Content solely for Customer's teaching, learning, and research purposes.

(...)

**9. Restrictions.** Except as expressly permitted above, Customer and its Authorized Users shall not:

a. Translate, reverse engineer, disassemble, decompile, discover, or modify ProQuest's software;

b. Remove any copyright and other proprietary notices placed upon the Service or any materials retrieved from the Service by ProQuest or its licensors;

- c. Circumvent any use limitation or protection device contained in or placed upon the Service or any materials retrieved from the Service;
- d. Use the Service to execute denial of service attacks;
- e. Perform automated searches against ProQuest's systems (except for non-burdensome federated search services and non-burdensome automated testing scenarios/purposes), including automated "bots", link checkers or other scripts;
- f. Provide access to or use of the Services by or for the benefit of any unauthorized school, library, organization, or user;
- g. Publish, broadcast, sell, use or provide access to the Service or any materials retrieved from the Service in any manner that will infringe the copyright or other proprietary rights of ProQuest or its licensors;
- h. Use the Service to create products or perform services which compete or interfere with those of ProQuest or its licensors;
- i. Text mine, data mine or harvest metadata from the Service;
- j. Communicate or redistribute materials retrieved from the Service; or
- k. Download all or parts of the Service in a systematic or regular manner or so as to create a collection of materials comprising all or a material subset of the Service, in any form.

(...)