

# Thomson Reuters

Auszug aus dem Lizenzvertrag  
Abridged version of License Agreement

**IN CONSIDERATION OF** the mutual promises set forth below, Licensor and Licensee agree as follows:

(...)

## **2. DEFINITIONS:**

- a) “*Users*” means faculty, students, researchers, and staff of Max Planck Gesellschaft at any authorized site located in the country of Germany, Nijmegen in the Netherlands, and Rome, Italy.
- b) “*SDI Searches*” means the repetitive “Scanning” of information from the Database or any cumulation of the Database.
- c) “*Scanning*” means matching authors’ names, title words, citations, or other descriptive data in the Database against Profiles or comparable terms.
- d) “*Profiles*” means groups of one or more terms submitted as questions by individuals, the results of which are to be delivered to the requesting individuals either in print or in electronic form.
- e) An “*Online Interactive Search*” means a one-time, nonrecurring search in all or any part of the Database.

(...)

## **3. AUTHORIZED USE OF THE DATABASE:**

- a) Licensor hereby grants to Licensee the limited, nonexclusive right to use the Database solely in accordance with the terms and conditions of this Agreement. Licensee’s right to use the Database shall be strictly construed.
- b) The fees (...):
  - entitle Licensee to use the Database for the purpose of Providing “SDI Searches” that shall consist of supplying “Profiles” to Users.
  - entitle Users to use the Database for the purpose of performing “Online Interactive Searches”.
- c) Users shall have the right to print, or download, full or partial results of SDI Searches or Online Interactive Searches for their personal or internal business use, but may not use such results for purposes of publication or commercial use, or in the case of internal business use, for publication or sale outside the Licensee. Licensee recognizes the importance of the Licensor maintaining its proprietary rights over the Database and of avoiding improper use of the Database as defined by this Agreement. Licensee shall ensure that Users comply with the foregoing limitations on use.

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- creation of subsets or derivative databases from the Database, except as required to fulfill the usage as defined in Paragraphs 3(b) and 3(c);
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- transfer of the Data, or any portion thereof, electronically to another computer by way of the Internet, a computer network, or other means to, or for the benefit, of anyone who is not a User, except for incidental samples used for illustrative or demonstration purposes;
- reverse assembling, reverse compiling, altering, or translating the Database or any portion thereof.

(...)

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Licensees shall instruct all Users using the Database or output therefrom to give proper attribution to Licensor for any data extracted from the Database (...)

(...)

Nothing in this Agreement grants Licensee any right to use Licensor's trademarks or trade names except in use connected with the identification of the Database.

(...)