

- African American Newspapers -

- Auszug aus den Lizenzbedingungen -

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c. Customer will take reasonable steps to ensure that only Customer's Authorized Users use the Products, and that Customer's Authorized Users do so in accordance with this Agreement.

d. Portions of this Agreement relevant to Authorized Users may appear in the form of "Terms and Conditions of Use" on or in the Products.

e. Electronic Reserves/Course Packs: Customer may include copies (hardcover or electronic download) of articles from the Product (i) in course packs (print or digital form) for sale, on a cost-recovery basis only, and/or distribution to Authorized Users for their use in connection with classroom instruction and/or (ii) in reserves (print or digital form), including in course management systems (e.g, Blackboard, Desire to Learn, Angel, etc), set up by Customer's libraries or faculty members for access by Authorized Users in connection with specific courses offered by Customer. Copies of articles are limited to insubstantial portions of the data, for temporary storage. Customer shall ensure that all copies are deleted or destroyed, the sooner of, the end of the term in which the related course concludes, the termination of the Product Order Form associated with such Product, or the termination of this Agreement.

f. Scholarly Sharing: Customer and Customer's Authorized Users may provide to a third party colleague insubstantial portions of the data retrieved from the Products for personal use or scholarly, educational or scientific research use in hard copy or electronically for temporary storage, 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 institution's own subscription to either the Products or the purchase of other NewsBank products. If NewsBank reasonably determines that such sharing activities hereunder may be impairing NewsBank's ability to make sales of the Product or other NewsBank products to other customers, NewsBank may require such sharing activity to be modified or terminated, either entirely or with respect to the Customer's Authorized User(s) whose activity is impairing NewsBank's business.

g. Interlibrary Loan (ILL): Customer may use the Product to create hardcopy or electronic copies of articles (via secure electronic transmission using a system such as Odyssey or Article Exchange) for the purpose of supplying interlibrary loan requests provided that such interlibrary loan requests do not hinder NewsBank's ability to sell the Product to other customers. Customer warrants that the number of articles (whether copies of the same article or of different articles) supplied to any library pursuant to the foregoing provision will not exceed 5 in any calendar year. Any breach under this paragraph shall be deemed a material breach. In no event may the Customer's Interlibrary Loan program be used to avoid the need for another school, library, or other potential similar customer or prospective customer from ordering to a Product. If NewsBank reasonably determines that Interlibrary Loan activities hereunder may be impairing NewsBank's ability to make sales of the Product or other NewsBank products to other customers, NewsBank may require such Interlibrary Loan activity to be modified or terminated, either entirely or with respect to the library whose activity is impairing NewsBank's business.

h. Third Party Contractors: Customer can hire a reputable third party contractor to support the Customer with administrating technical duties required of the Customer under the Agreement (Such as authentication of remote users, usage reporting and hosting data). With regard to any hosting of the Product data as described under Section 7b, and due to content provider restrictions, Customer shall have the option to hire a third party contractor to host the Product data on behalf of the Customer provided that the Customer first seeks approval from NewsBank with details on the proposed vendor so NewsBank can in turn seek approval from the applicable content providers. NewsBank's approval for hosting the Product data by a third party contractor shall not unreasonably be withheld or delayed. In connect with the Customer's use of third party contractors as provided for under this provision, (1) the Customer shall take reasonable steps to vet any third party contractor who will have access to the Product or any Content, (2) the Customer shall promptly notify NewsBank on its plan to use a hosting company prior to sending the Product data to the hosting company, and (3) the Customer warrants and represents that all use of the Product and Content via any such third party contractor will be in accordance with the terms and conditions of the Agreement.

4. Express Restrictions

a. On-Site Use: Customer may make each Product available for authorized use at the Licensed Site over a computer network to the number of concurrent users or number of downloads listed in the Order Form for the relevant Product.

b. Remote Use: Customer, if granted a remote-use license, defined in the Order Form for the relevant Product, may make such Products available to Customer's Authorized Users who are not at the Licensed Site; provided that such availability is limited to noncommercial academic, educational and research use by the number of concurrent users or number of downloads set forth in the Order Form(s) for the relevant Product(s), and is further subject to the following conditions:

i. Authorized Users must access the Products only through the server or network located at the Licensed Site or through the server or network of a third party (e.g. the platform for national licenses at www.nationalizenzen.de or a website hosting company hired by Customer) and the server or network, of Customer or a third party (such as access via the platform for national licenses at www.nationalizenzen.de or a website hosting company hired by Customer) must have adequate security to allow access to the remote access account setup by NewsBank only by Authorized Users. (For clarification, this provision is restricting remote access for any sites that are not a licensed under the Agreement. Use while at a License

Site in not deemed remote use and does not apply here.)

OR

ii. Authorized Users must access the Products only through user authentication programs supplied to Customer by NewsBank.

In no event may Remote Access be used to avoid the need for any school, library, or other potential customer from subscribing to a Product. If NewsBank reasonably determines that Remote Access activities hereunder may be impairing NewsBank's ability to make sales of the Product or other NewsBank products to other customers or other potential customers of NewsBank, NewsBank may require such Remote Access activity to be modified or terminated, either entirely or with respect to the Customer's Authorized User(s) whose activity is impairing NewsBank's business.

c. Without limiting any other restriction on use set forth in this Agreement, the following limitations apply to make sure that all use is for non-commercial academic, educational and research purposes and will not impair NewsBank's ability to market/license its products to other customers or other potential customers:

i. Any permitted remote access is limited to use by Authorized Users on the Licensed Sites stated in the Order Form through their personal computers/devices for their own convenience and specifically excludes Authorized Users who access the Products through another school, library, college/university, corporation, business or other potential customer of NewsBank. Customer is specifically prohibited from granting any remote access to any entity including, but not limited to, any school, library, college/university, corporation, business or organization who are not Licensed Sited under this Agreement.

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c. For the purposes of this Agreement, the phrase "insubstantial portions of the Product or of the data" means a few documents per search/research project from the Product, with the understanding that the number of documents that an Authorized User may require for a particular search/research project will vary depending on the market and level of the Authorized User, provided that in no event shall such quantity of documents from the Product reasonably substitute for a comprehensive copy of the Product or any of the documents in the Product database that could prejudice or diminish NewsBank's advantage in

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