

oaFindr (1science)

Auszug aus dem Lizenzvertrag
Abridged version of License Agreement

(...)

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

(...)

2. Definitions:

(...)

c) "**Authorized Users**" means individuals who are authorized by the Client to access the Client's information services and Secure Network and who are (i) affiliated with the Client as current students, faculty, library patrons, employees, or in some other capacity whereby they are permitted to access such services in the Client's ordinary course of business, whether from a computer or terminal on such Secure Network or offsite to a valid IP address on the Secure Network; or (ii) are physically present on the Client's premises;

(...)

3. Rights and Permitted Use: *[Saas = System as a Service = oaFindr]*

a) **Access Rights.** 1 science hereby grants to Client non-exclusive, non-transferable rights to the SaaS and to provide the SaaS to Authorized Users in accordance with this Agreement.

b) **Permitted Use.** Pursuant to this Agreement and subject to payment of the fees provided for, 1science hereby grants the Client a limited, non-exclusive and non-transferable right to use the SaaS remotely through the Internet, which right to use may not be sub-licensed and shall include (i) access to 1science's servers through the SaaS; and (ii) access to and use of the SaaS by Authorized Users through digital computing devices (the "Right to Use"). The Right to Use is granted for the sole purpose of allowing the Client and Authorized Users to use the SaaS and avail themselves of the services provided for in this Agreement for non-commercial research and educational purposes, to the exclusion of any other purpose. Without limiting the generality of the foregoing, the Right to Use does not authorize the Client to amend or adapt the SaaS in any manner whatsoever, or to permanently or temporarily reproduce the SaaS, its metadata, its source code, or its object code except that the Client has the limited right to reproduce locally the object code of the SaaS' s front-end.

c) **Rights to the Contents and Limited Use.** It is understood and agreed by the Parties that the SaaS only conveys indirect access to sources of materials, texts and data, and links thereto, all of which may be protected by law, and that the Client and Authorized Users are not directly provided with the materials, texts and data. Notwithstanding that 1science makes the SaaS available to Client and Authorized Users for monetary consideration under this Agreement, it is understood and agreed that 1science receives no direct monetary consideration for the use and access by the Client and Authorized Users of the materials, texts and data accessed by them. Client and the Authorized Users are solely responsible for their download, use and otherwise exploitation of the materials, texts and data provided through their use of the SaaS.

d) **Restrictions.** The Client acknowledges and agrees to refrain from directly or indirectly (including through a third party) in whole or in part (i) selling, leasing, sub-licencing, encumbering or transferring all or part of its rights under this Agreement; (ii) decompiling, disassembling, reverse engineering, reconstituting or otherwise investigating the structure and components of the SaaS; (iii) making any change, correction, deletion, improvement or addition whatsoever to the SaaS; (iv) providing, disclosing, or otherwise making the SaaS available to third parties other than Authorized Users and

Client's employees, directors and consultants by any means whatsoever without the prior written consent of 1science; (v) directly or indirectly circumventing the SaaS's Authentication Key system.

e) **Intellectual Property.** Client acknowledges and agrees that the SaaS and any intellectual property related thereto, including, but not limited thereto, any trademark, trade names, domain names, invention (patentable or unpatentable), patent application, patent, design rights, work, trade secret, know-how, database, computer programs, source code, object code and metadata created by 1science (the "Intellectual Property") is the exclusive property of 1science and shall remain under its control. Client undertakes to refrain from taking, authorizing or taking part in any action whatsoever that undermines, directly or indirectly, the scope and validity of the Intellectual Property.

1science makes no representation or claim to the full-text articles conveyed as search results by the SaaS, save for metadata created by 1science conveyed by the SaaS.

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