

## License Agreement

between Vittorio Klostermann GmbH,  
Westerbachstrasse 47, 60489 Frankfurt am Main, Germany  
(hereafter PUBLISHER)

and the \_\_\_\_\_  
(hereafter LICENSEE)

### 1. License

PUBLISHER herewith grants LICENSEE a non-exclusive and non-transferable license for access to the online version of the *Bibliographie der französischen Literaturwissenschaft* (hereafter *Klapp-Online*) for use solely within the context of teaching, research, instruction, and continuing education as well as for personal uses according to the provisions of the present agreement.

PUBLISHER declares that it has been authorized to conclude this agreement by the authors. LICENSEE recognizes and accepts that the material licensed within the scope of this agreement is protected by copyright.

### 2. Definitions

“Authorized Users” are all current employees, permanent teaching staff, guest faculty, and students of the universities of LICENSEE, as well as all library users who – if LICENSEE is a public library – access the database on its premises.

“Site” is defined as a campus with a shared administration, students, teaching staff and computer networks.

### 3. Registration of IP Addresses

Access to the database will be regulated through the use of Internet Protocol (IP) addresses. LICENSEE will communicate the valid IP to PUBLISHER.

LICENSEE affirms and warrants that the submitted IP numbers don't permit access to other institutions or persons.

### 4. Terms of Use

LICENSEE is not allowed to embed Klapp-Online in other retrieval systems.

Authorized users may access the content of *Klapp-Online*, display it, and download and print small segments of it. This reproduction is limited to the printout of single copies of a reasonable number of individual records.

Authorized users are not permitted to alter the content of the database, to adapt, change, transform, or translate it or to create derivative works based on the content of the database or to use such material in a manner that would infringe the copyright of this material.

LICENSEE will explicitly notify authorized users that they have to meet the stipulations of this present agreement and to adhere to the copyright law. In particular, LICENSEE will point out that authorized users neither are allowed to make unauthorized copies of individual records or other contents of *Klapp-Online* nor to grant third parties any such permissions.

## **5. Use Onsite in a Publicly Accessible Library**

If the LICENSEE is a library granting the public access, then it is authorized to permit use of *Klapp-Online* from computer workstations within the library for purposes related to teaching, research, instruction, and continuing education, as well as for personal use, and to grant authorized users the right to make copies as set forth in para. 4.

## **6. Violations of the Terms of Use**

LICENSEE will inform PUBLISHER without delay of any and all violations of copyright as well as of instances of unauthorized use of the database which come to its attention. In any case of violation or unauthorized use by an authorized user, LICENSEE will take all appropriate measures to stop such activities of the respective user and to prevent their recurrence. In addition, PUBLISHER can ban the respective user from accessing *Klapp-Online*.

LICENSEE is not liable to PUBLISHER for violations of the terms of this agreement committed by an authorized user provided LICENSEE is not knowingly involved in such a violation, has not intentionally committed or contributed to such a violation, or has rectified the violation upon request.

In the event of suspected unauthorized use or other violations of the contract, PUBLISHER reserves the right to investigate these cases and to take appropriate action and to prohibit LICENSEE or authorized user from utilizing the service. PUBLISHER reserves the right to terminate this agreement for valid reasons.

## **7. Limitations of Liability**

*Klapp-Online* is provided "as is", i.e. with no explicit or tacit warranties of any kind, including statutory warranties or the tacit warranty of appropriateness for everyday use or for a particular contractual purpose, whereby the preceding enumeration makes no claim to be complete.

Inasmuch as nothing to the contrary is set forth in this agreement, PUBLISHER is liable to the LICENSEE only inasmuch as he, his agents, or his legal representatives are guilty of premeditation or gross negligence or if a principal obligation under the terms of this agreement is affected. In each such instance, liability is limited to the predictable, direct damages. There will be no liability for indirect, nonmaterial damages.

The manner and extent of the online service being offered is based on the currently valid technical, legal, and economic context of the data networks being employed. The site of data delivery is the interface between the server of the PUBLISHER and the Internet or other data networks. The PUBLISHER's responsibility for data transfer ends at this point.

If one of the parties is unable to fulfill a provision of this agreement due to circumstances beyond its control (including acts of war, labor disputes, floods, governmental actions, failures of electrical power, of telecommunication networks, of the Internet, or damage to or destruction of components of the data network, whereby this list does not purport to be complete), then such default will not constitute breach of contract nor be construed as a basis to terminate the agreement for an important reason.

## **8. Term of Agreement**

Once executed, this agreement will be in effect from January 1<sup>st</sup> until Dezember 31<sup>st</sup> of the current year. At the end of the license period, it will automatically be extended for a further year unless LICENSEE has terminated the agreement 60 days prior to expiration.

**9. Termination of Agreement in Case of Breach of Contract**

PUBLISHER regards as important reasons for terminating the agreement (even if no previous warning has been given) the following:

a) if LICENSEE ceases payment; b) if LICENSEE violates through gross negligence one of its other responsibilities in this agreement, especially with regard to copyright compliance; c) if by meeting its obligations PUBLISHER will suffer unforeseen serious damage.

**10. Terms of Payment**

LICENSEE will pay the full license fee within 30 days of the effective date of this agreement. Thereafter, LICENSEE will remit the annual usage fee by January 31<sup>st</sup> of each year.

**11. Notifications**

LICENSEE will provide information within 60 (sixty) days regarding all changes in registration or IP addresses.

PUBLISHER retains the right to change the terms of this agreement with immediate effect and to notify LICENSEE thereof in writing. Continued use of the database for more than 60 (sixty) days after such notification constitutes acceptance of the change in question.

**12. Applicable Law**

The place of jurisdiction is Frankfurt am Main.

I accept the terms of this license agreement.

\_\_\_\_\_  
Date, Place

\_\_\_\_\_  
Vittorio Klostermann GmbH

\_\_\_\_\_  
Date, Place

\_\_\_\_\_  
LICENSEE