

## ProQuest LLC

## Nutzungsbedingungen (Vertragsauszug) für:

– Visual History Archive (VHA) –

**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 is advised that the copies are 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 and nothing in this License is intended to reduce, limit, or restrict any uses free from copyright or rights arising from

limitations or exceptions that are provided for in connection with the copyright protection under German copyright law.

- 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 ebooks, 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 is any such sharing 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.
2. All Streaming Video and Audio Products. Audio and Video files are delivered to Customer and its Authorized Users via streaming service over the Internet. Customer and its Authorized Users shall not download or otherwise copy the streaming videos or audio contained in the Service. In the case of content that can potentially be publicly performed, Customer must secure permission from ProQuest's Licensor and/or the copyright holder for any public performance other than reasonable classroom and educational uses.
3. MARC Records. MARC records may be placed in Customer's online public access catalog (OPAC) or shared online catalog (e.g., WorldCat) unless otherwise specified on the Order Form with respect to a particular Service.
4. 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 export or otherwise exploit the scholar profiles for mass mailings or similar marketing purposes.
5. Electronic Resource Discovery, Access, and Management. For electronic resource discovery (e.g., Summon, 360 Link), access and/or management services, the Customer reserves all right, title and interest in all Customer specific data it

contributes to the Service (which may include but is not limited to Customer created metadata, bibliographic information, holdings and circulation data) and grants ProQuest permission to use such data in raw form for the limited purpose of operating and improving the Service and such information may only be provided to third parties in aggregate form. Raw usage data containing information relating to the identity of specific users shall not be provided. Provided that such access, use, and/or sharing does not violate an express provision of this Agreement, Customer and its Authorized Users are permitted to: (a) access the Service and information derived from the Service in order to discover, manage and provide access to library resources owned or licensed by Customer, (b) create, store and retain any reports and lists delivered by the Service, (c) share data about Customer's own library holdings that is retrieved from such Service with third party applications, so long as prior written notice is provided to ProQuest and all pricing information is kept confidential to the fullest extent permitted by applicable law; and (d) display metadata, bibliographic and holdings information in the library catalog available on Customer's library website.

6. Library Catalog Enrichment Service. For library catalog enrichment Services (e.g., Syndetics), Customer may use the enrichment elements for the sole purpose of augmenting Customer's own library OPAC or website. Customer may not convert Service metadata records into MARC format, nor distribute or display the enrichment elements in any third party applications, catalogs or websites.
7. Purchased Content. For perpetual archive licenses ("PAL") (as specified on the ProQuest Websites or Order Form), Customer pays a one-time fee for a perpetual license to the designated materials (the "Purchased Content"), and an annual "Continuing Service Fee."
  - a) Perpetual License. The License to Purchased Content and any updates Customer receives is perpetual, and may only be revoked if Customer materially breaches this Agreement, or if the licensed materials contain errors or could be subject to an infringement or other adverse claim by a third party.
  - b) Continuing Services. In consideration of the Continuing Service Fee, ProQuest will provide Customer and its Authorized Users with online access to the Purchased Content, plus any included updates, on a proprietary platform designed to enhance the research experience (a "ProQuest Platform"). ProQuest will maintain systems and technology that help Customer comply with use restrictions and security standards required by ProQuest's licensors.
  - c) File Delivery. If Customer loses the ability to access its Purchased Content (including any content updates) online through ProQuest

(e.g., if ProQuest discontinues online access services), or if the Purchased Content (including any content updates) is otherwise eligible for local loading, Customer may obtain digital copies of the transcripts of the videos (including any content updates) for local hosting (on Customers Server or the Server of a third party mandated by Customer) and providing access to Authorized Users upon certifying that it will secure and restrict use of the Purchased Content as contemplated under this Agreement, using systems and technology at least as protective as ProQuest's. In the case of Audio, any local access must be restricted by DRM and be limited to one (1) simultaneous user (unless the Customer tracks the necessary playbacks and makes all royalty payments to copyright holders for mechanical and performance rights). All use of the materials delivered continue to be subject to this Agreement. File transfer costs, if any, are Customer's responsibility.

- d) Locally Loaded Purchased Content - 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.
8. Acquisition Models. For certain Services, Customer may elect to have user activity trigger the purchase of content. Purchase preferences and Service eligibility for these models are described on the ProQuest Websites. Examples of these types of purchase models include Patron Driven Acquisition (PDA), Demand Driven Acquisition (DDA), Evidenced Based Acquisition, Access-To-Own (ATO), and Build By Choice.
9. Analytics. Some Services contain library collection analysis capabilities related to library holdings, or functionality that allows Authorized Users to create reports, lists, or alerts. Customer and Authorized Users may create, download, store and retain any such analytics or lists delivered by the Service. ProQuest may use library holdings and other information in the Service for comparison and metrics purposes and in order to better understand the customers' needs. ProQuest is compliant with the EU General Data Protection Regulation (GDPR).
10. 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) Perform penetration tests or use the Service to execute denial of service attacks;
- e) Perform automated searches against ProQuest's systems (except for non-burdensome federated search services), 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; except to the extent expressly mandated under German copyright law or other applicable laws
- 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 except as expressly mandated under German copyright law; or
- l) Store any information on the Service that violates applicable law or the rights of any third party.