# ANALYSIS OF 100 CONTRACTS OFFERED TO THE BRITISH LIBRARY\*

ARCHIVING Does the licence permit archiving?	PRINTING Is printing of the e content allowed and if so how much?	DOWNLOADING AND ELECTRONIC COPYING Does the licence allow permanent downloading by the end user?	FAIR DEALING Does the licence allow fair dealing as allowed for by the CDPA?	VISUALLY IMPAIRED Does the licence contain any provisions relating to the visually impaired?	INTER-LIBRARY LOAN Does the licence make any provisions for sending paper or electronic copies of e-resources to other libraries?	EXCEPTIONS  Does the licence cross refer to any exception in UK law or that of another jurisdiction?
Silent	Yes. (1)	Yes. (1)	Yes. (1)	Silent	Silent	Yes (1)
Silent	Yes. (2)	Yes. (2)	No. (2)	Silent	Silent	Silent
Silent	Yes. (3)	Yes. (3)	Yes. (3)	Silent	Silent	Silent
Silent	Silent	Yes. (4)	No. (4)	Silent	Silent	Silent
Silent	Yes. (4)	Yes. (5)	Yes. (5)	Silent	Silent	Silent
Silent	Yes. (5)	Silent	No. (6)	Silent	Silent	Silent
Silent	Yes. (6)	Yes. (6)	No. (7)	Silent	Silent	Silent
No (1)	Silent	Silent	No. (8)	Silent	Silent	Silent
Silent	Yes. (7)	Yes. (7)	Yes. (9)	Silent	Silent	Silent
Silent	Yes. (8)	Silent	Yes. (10)	Silent	Silent	Silent
Silent	Silent	Silent	No. (11)	Silent	Silent	Yes (2)
Silent	Yes. (9)	Silent	No. (12)	Silent	Silent	Yes (3)
Silent	Yes. (10)	Yes. (8)	Yes. (13)	Silent	Silent	Silent
Silent	Yes. (11)	Yes. (9)	Yes. (14)	Silent	Silent	Silent
No (2)	Silent	Yes. (10)	No. (15)	Silent	Yes. (1)	Silent
Silent	Yes. (12)	Yes. (11)	No. (16)	Silent	Silent	Silent
Silent	Yes. (13)	No. (12)	Yes. (17)	Silent	Silent	Silent
Silent	Yes. (14)	Yes. (13)	Yes. (18)	Silent	Silent	Silent
Silent	Yes. (15)	Yes. (14)	No. (19)	Silent	Silent	Silent
Silent	Yes. (16)	Silent	No. (20)	Silent	Silent	Yes (4)
Silent	Yes. (17)	Yes. (15)	Yes. (21)	Silent	Silent	Silent
Silent	Silent	Yes. (16)	No. (22)	Silent	Silent	Silent
Silent	Yes. (18)	Yes. (17)	Yes. (23)	Silent	Silent	Silent
Silent	Silent	Silent	No. (24)	Silent	Silent	Silent
Silent	Yes. (19)	No.	No. (25)	Silent	No. (2)	Silent
Silent	Silent	Silent	No. (26)	Silent	Silent	Silent
Silent	Silent	Silent	No. (27)	Silent	Silent	Silent
Silent	Yes. (20)	No. (18)	No. (28)	Silent	Silent	Silent
Yes. (3)	Yes. (21)	Silent	Yes. (29)	Silent	Yes. (3)	Yes (5)
Silent	Yes. (22)	Yes. (19)	No. (30)	Silent	Silent	Yes (6)
Silent		Yes. (20)	Yes. (31)	Silent	Silent	Yes (7)
	Yes. (23)			Silent	Silent	Silent
Yes. (4) Silent	Yes. (24)	Yes. (21) Yes. (22)	Yes. (32) Yes. (33)	Silent	Silent	
	Yes. (25)					Silent
Silent	Yes. (26)	Silent	No. (34)	Silent	Silent	Silent
Silent	Yes. (27)	Yes. (23)	Yes. (35)	Silent	Yes. (4)	Silent
Silent	Yes. (28)	Silent	Yes. (36)	Silent	Silent	Silent
Silent	Yes. (29)	Silent	Yes. (37)	Silent	Silent	Silent
Silent	Yes. (30)	Yes.(24)	Yes. (38)	Silent	Silent	Silent
Silent	Silent	Yes. (25)	No. (39)	Silent	Silent	Silent
Silent	Yes. (31)	Yes. (26)	No. (40)	Silent	Silent	Silent
Silent	Yes. (32)	Yes. (27)	No. (41)	Silent	Silent	Silent
No. (5)	Yes. (33)	Yes. (28)	No. (42)	Silent	Silent	Silent
No. (6)	Yes. (34)	Yes. (29)	No. (43)	Silent	Yes. (5)	Yes (8)
Silent	Yes. (35)	Yes. (30)	Yes. (44)	Silent	Yes. (6)	Silent
Silent	Yes. (36)	Yes. (31)	Yes. (45)	Silent	Silent	Silent
Yes. (7)	Yes. (37)	Yes.(32)	No. (46)	Silent	Silent	Silent
Yes. (8)	Yes. (38)	Yes. (33)	No. (47)	Silent	Yes. (7)	Silent
Silent	Yes. (39)	Yes. (34)	No. (48)	Silent	Yes. (8)	Silent
Silent	Yes. (40)	Yes. (35)	Yes. (49)	Silent	Silent	Silent
Silent	No. (41)	No. (36)	No. (50)	Silent	Silent	Silent
No. (9)	Yes. (42)	Yes. (37)	Yes. (51)	Silent	Yes. (9)	Yes (9)
Silent	Yes. (43)	Yes. 38)	Yes. (52)	Silent	Yes. (10)	Silent

ARCHIVING Does the licence permit archiving?	PRINTING Is printing of the e content allowed and if so how much?	DOWNLOADING AND ELECTRONIC COPYING Does the licence allow permanent downloading by the end user?	FAIR DEALING Does the licence allow fair dealing as allowed for by the CDPA?	VISUALLY IMPAIRED Does the licence contain any provisions relating to the visually impaired?	INTER-LIBRARY LOAN Does the licence make any provisions for sending paper or electronic copies of e-resources to other libraries?	EXCEPTIONS  Does the licence cross refer to any exception in UK law or that of another jurisdiction?
Silent	Yes. (44)	Yes. (39)	Yes. (53)	Silent	Silent	Silent
Yes. (10)	Yes. (45)	Yes. (40)	Yes. (54)	Silent	Silent	Silent
No. (11)	Silent	Silent	No. (55)	Silent	Silent	Silent
Silent	Yes. (46)	Silent	No. (56)	Silent	Silent	Silent
No. (12)	Yes. (47)	No. (41)	Yes. (57)	Silent	Silent	Silent
Yes. (13)	Yes. (48)	No. (42)	Yes. (58)	Silent	Silent	Silent
Yes. (14)	Yes. (49)	No. (43)	Yes. (59)	Silent	Silent	Silent
Yes. (15)	Yes. (50)	Yes. (44)	No. (60)	Silent	Silent	Silent
No. (16)	Yes. (51)	Yes. (45)	No. (61)	Silent	Silent	Silent
Yes.(17)	Yes. (52)	Yes. (46)	Yes. (62)	Silent	Silent	Silent
No. (18)	Yes. (53)	Yes. (47)	Yes. (63)	Silent	Silent	Silent
Yes. (19)	Yes. (54)	No. (48)	Yes. (64)	Silent	Silent	Silent
Silent	Yes. (55)	Yes. (49)	Yes. (65)	Silent	Silent	Silent
No. (20)	Yes. (56)	Yes. (50)	Yes. (66)	Silent	Silent	Yes (10)
No. (21)	Yes. (57)	No. (51)	Yes. (67)	Silent	Silent	Silent
Yes.(22)	Yes. (58)	No. (52)	Yes. (68)	Silent	Yes. (11)	Yes (11)
Yes. (23)	Yes. (59)	No. (53)	Yes. (69)	Silent	Yes. (12)	Yes (12)
Yes. (24)	Yes. (60)	Yes. (54)	No. (70)	Silent	Silent	Silent
Yes. (25)	Silent	Silent	No. (71)	Silent	Silent	Silent
No. (26)	Yes. (61)	Yes. (55)	No. (72)	Silent	Silent	Yes (13)
Silent	Yes. (62)	Yes. (56)	No. (73)	Silent	Silent	Silent
Silent	Yes. (63)	Yes. (57)	Yes. (74)	Yes. (1)	No. (13)	Silent
Yes. (27)	Yes. (64)	Yes. (58)	No. (75)	Silent	Silent	Silent
Yes. (28)	Yes. (65)	Yes. (59)	No. (76)	Silent	Silent	Silent
No. (29)	Yes. (66)	Yes. (60)	No. (77)	Silent	Silent	Silent
Silent	Silent	Silent	No. (78)	Silent	Silent	Silent
Silent	Yes. (67)	Yes. (61)	No. (79)	Silent	Yes. (14)	Yes (14)
Silent	Silent	Silent	No. (80)	Silent	Silent	Silent
Silent	Yes. (68)	Yes. (62)	Yes. (81)	Silent	No. (15)	Yes (15)
Silent	Yes. (69)	No.	Yes. (82)	Silent	Silent	Yes (16)
No. (30)	Yes. (70)	Yes. (63)	Yes. (83)	Silent	Silent	Silent
Silent	Yes. (71)	Yes. (64)	Yes. (84)	Silent	Silent	Silent
Yes.	Silent	Silent	No. (85)	Silent	Silent	Silent
Yes. (31)	Yes. (72)	Yes. (65)	Yes. (86)	Silent	Silent	Silent
Silent	Silent	Silent	No. (87)	Silent	Silent	Silent
Silent	Yes. (73)	Yes. (66)	Yes. (88)	Silent	Silent	Silent
Yes. (32)	Yes. (74)	Unclear. (67)	Yes. (89)	Silent	Silent	Yes (17)
Silent	Yes. (75)	Yes. (68)	Yes. (90)	Silent	Silent	Yes (18)
Yes. (33)	Yes. (76)	Yes. (69)	Yes. (91)	Silent	Silent	Yes (19)
No .(34)	Yes. (77)	Yes. (70)	Yes. (92)	Silent	Silent	Yes (20)
Yes. (35)	Yes. (78)	Yes. (71)	Yes. (93)	Yes. (2)	Yes. (16)	Yes (21)
Yes. (36)	Yes. (79)	Unclear. (72)	Yes. (94)	Silent	Silent	Yes (22)
No. (37)	Yes. (80)	Yes. (73)	Yes. (95)	Silent	Silent	Yes (23)
No. (38)	Yes. (81)	Yes. (74)	No. (96)	Silent	Silent	Silent
No. (39)	Yes. (82)	Yes. (75)	Yes. (97)	Silent	No. (17)	Yes (24)
No.(40)	Yes. (83)	Silent	No. 98)	Silent	Silent	Yes (25)
Silent	Yes. (84)	Yes. (76)	No. (99)	Silent	Silent	Silent
Yes. (41)	Yes. (85)	Yes. (77)	Yes. (100)	Silent	Yes. (18)	Silent
163. (+1)	103. (03)	163. (///	163. (100)	JIICIIL	163. (10)	JIICH
Yes = 23	Yes = 84	Yes = 65	Yes = 53	Yes = 2	Yes = 14	Yes = 25
No = 19	No = 1	No = 12	No = 47	Silent = 98	No = 4	Silent = 75
Silent = 58	Silent = 15	Unclear = 2**			Silent = 82	
		Silent = 21				

#### **ARCHIVING**

- Ref 1 C. 12: "Upon termination of the Agreement for whatever reason, including for the avoidance of doubt, non renewal, you (and all your authorised Users) shall (a) delete from all computer hardware and storage media and otherwise destroy all copies of the Product made available to you and cease using the password made available to you; (b) not knowingly retain any part of the Product in computer memory, machine readable format or hard copy format."
- Ref 2 C. 3.2(b): "The Subscriber, and each Permitted User, shall not create or store in electronic form any shared library or archive of Information which could be used as a research application."
- Ref 3 Copyright Restrictions 2: "Subject to these restrictions, a single copy of the Works subscribed to may be made, for the purpose of backing up, maintenance of service and archiving.
- Ref 4 "The following is a proposal based on providing the British Library with unlimited users for the online version of XXX within the terms and conditions of the licence, as well as providing a permanent archival copy."
- Ref 5 2.2: "In the event of termination for whatever reason, BL shall immediately cease to make the Service available to Authorised End Users."
- Ref 6 "On termination of this Agreement the Institution will destroy and will procure that all Authorised Users destroy all content supplied through the Service stored on any digital information storage media, including but not limited to system servers, hard disks, diskettes and back up tapes."
- Ref 7 2.1(d): "You may if you are the Customer, make one copy of the Software, for archival purposes only."
- Ref 8 "Archiving rights: After termination of the License, XXX will provide the Licensee with access to the full text of the License XXXs published during the Term of this License, whether by continuing online access to the same material on XXX's server or by means of an archival copy in the electronic medium selected by XXX, at a cost-based fee agreed to by both parties."
- Ref 9 "XXXX provides access only for the term of the subscription, and does not undertake to ensure future access to the online archives once the subscription term has expired. It is our intention to retain full-text versions of all articles for all past issues posted online and to continue to make this database available to all currently active subscribers. However, because we cannot be certain of future technology, storage, or maintenance costs, we cannot guarantee this access. XXXX reserves the right to remove all or portions of the archive of past issues, or to institute a charge for access to it in the future. Only current active subscribers are entitled to continued access to the archives and the current material."
- Ref 10 4.1.3: "The Licensee shall be entitled to make a copy of the Database and/or the Software for back-up/archival/disaster recovery purposes."
- Ref 11 Use of the Product: "Where the Product is integrated with any computer system or information source, you must ensure that all parts of the Product are clearly identifiable, in order to ensure that you are able to remove the Product from your system when the Licence terminates." Termination: "If you terminate your Licence or your Licence is not renewed, or your Licence is terminated due to non-compliance with these terms and conditions, you will immediately cease to use the Product and delete and destroy all copies of the Product in your possession."
- Ref 12 7: "On cancellation, ex-subscribers will not retain an archive of data."
- Ref 13 12.5: "In the event of termination of this Agreement pursuant to Clause 12.2, the Licensee may retain and use any CD-ROM version of the Service, which is in its possession at the time of termination only in accordance with the provisions of Clause 4, 5, 6, and 7 of this Agreement, but shall cease to have access to or any rights or licence in respect of any part of the Service provided online. The licensor shall ensure that any timelocks or other methods of rendering superseded versions of the CD-ROM portion of the Service inoperable referred to in Clause 3.3 of this Agreement, shall not apply to such continued CD-ROM usage."
- Ref 14 "In the event of termination of this Agreement pursuant to Clause 12.2, the Licensee may retain and use any CD-ROM version of the Service, which is in its possession at the time of termination only in accordance with the provisions of Clause 4, 5, 6, and 7 of this Agreement, but shall cease to have access to or any rights or licence in respect of any part of the Service provided online. The licensor shall ensure that any timelocks or other methods of rendering superseded versions of the CD-ROM portion of the Service inoperable referred to in Clause 3.3 of this Agreement, shall not apply to such continued CD-ROM usage."
- Ref 15 2.1(d): "You may if you are the Customer, make one copy of the Software, for archival purposes only."
- Ref 16 2.2: "In the event of termination for whatever reason, BL shall immediately cease to make the Service available to Authorised End Users."
- Ref 17 9: "At the end of the license period (so long as XXX has not terminated this license due to Customer's violation of any terms and conditions), and upon Customer's written request (which must be made within 30 days of the end of the license period), (i) XXX shall deliver to Customer for its use the material added to the XXX proprietary Databases to which Customer subscribed during the period that Customer's subscription was in effect, and (ii) XXX will make available, for an additional fee, the backfiles to the proprietary Databases to which the Customer subscribed. All information will be delivered in a documented format, at XXX's absolute discretion."

- Ref 18 Term: "Upon termination you agree to destroy all copies of the Product and its documentation including any Software stored on the hard disk of any computer under your control unless the licence is renewed."
- Ref 19 12.5: "In the event of termination of this Agreement pursuant to Clause 12.2, the Licensee may retain and use any CD-ROM version of the Service, which is in its possession at the time of termination only in accordance with the provisions of Clause 4, 5, 6, and 7 of this Agreement, but shall cease to have access to or any rights or licence in respect of any part of the Service provided online. The licensor shall ensure that any timelocks or other methods of rendering superseded versions of the CD-ROM portion of the Service inoperable referred to in Clause 3.3 of this Agreement, shall not apply to such continued CD-ROM usage."
- Ref 20 3(b): "Except for XXX Image Databases (defined below), you may retain the most recent version of the CD-ROMs or FTP electronic feeds supplied to you during your subscription term. You shall destroy all superseded versions of the CD-ROMs or tape Products."
- Ref 21 3(d): "At the conclusion of this period, Customer will destroy the licensed Products, and destroy or erase all copies of any software that have been installed on computer systems or made for backup purposes." 3(f): "From time to time, XXX may announce and offer to Customer the option of paying a specified fee to retain, for the term of the Agreement (including all successive renewals) a specific Database component containing designate data (for example, a specific portion of Media containing back-year data) that otherwise would be subject to Customer's return of same to XXX at specified intervals."
- Ref 22 2.3: "On termination of this License, the Publisher shall provide continuing access for Patrons to that part of the Licensed Materials which was published and paid for within the Subscription Period, either from the Server or by supplying electronic files to the Licensee." 6.4: "The Publisher undertakes to use reasonable endeavours to provide or to make arrangements for a third party to provide an archive of the Licensed Materials for the purposes of long term preservation of the Licensed Materials, and to Patrons to access such archive after termination of this License."
- Ref 23 2.3: "On termination of this License, the Publisher shall provide continuing access for Patrons to that part of the Licensed Materials which was published and paid for within the Subscription Period, either from the Server or by supplying electronic files to the Licensee." 6.4: "The Publisher undertakes to use reasonable endeavours to provide or to make arrangements for a third party to provide an archive of the Licensed Materials for the purposes of long term preservation of the Licensed Materials, and to Patrons to access such archive after termination of this License."
- Ref 24 2.1(c)"You may if you are the Customer, make one copy of the Software, for archival purposes only."
- Ref 25 Restrictions(D): "You may not copy the Software, except to make a single copy for archival purposes only."
- Ref 26 4.5: "On termination of this Agreement, the Licensee agrees to destroy, and will use its reasonable endeavours to procure that all Authorized Users destroy, all Licensed Material stored on any digital information storage media, including, but not limited to, system servers, hard disk, diskettes, and back up tapes."
- Ref 27 7(b): "Except for termination for cause, XXX hereby grants to Customer a nonexclusive, royalty-free, perpetual license to the Product, provided that the parties shall have agreed on fees for such use and such fees have been paid. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which Customer and its Authorized Users shall have access to the Product shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement. If for any reason, XXX or any successor to XXX ceases to provide permanent online access, XXX or such successor to XXX shall provide Customer or its designee, at cost, with an archival copy of the Product data (images & XXX database) as of the date of discontinuance of online service, in a mutually agreeable electronic format."
- Ref 28 2.1(d): "You may if you are the Customer, make one copy of the Software, for archival purposes only."
- Ref 29 3.5: "Retention of Supplier-Proprietary Downloaded Data in a Project Database after the Project ends, in an archival database used as a research tool or in a database accessible to external users is prohibited." 2.2.4: "Downloaded Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement or as quoted in Subscriber's Work Product." 3.5: "Retention of Supplier-Proprietary Downloaded Data in a Project Database after the Project ends, in an archival database used as a research tool or in a database accessible to external users is prohibited."
- Ref 30 5.2: "In case of termination user is obliged to destroy the CD and any and all of the CD's copies made by him." 5.3: "Upon delivery of a subsequent CD user must remove the previously received CD immediately from use and place it in storage."
- Ref 31 8.4: "On termination of all rights and obligations of the parties automatically terminate except for obligations in respect of Licensed Materials to which access continues to be permitted."
- Ref 32 1: "No part of it may be duplicated in hard copy or machine-readable form without prior written authorization from XXX, except that licensee is granted a right as subscribed below or granted by law. Library visitors may use the CD-Rom of licensee according to this statute."

- Ref 33 II: "Upon request of the Licensee, the Licensee may receive from Licensor and/or create one copy of the entire set of PDF images form the Licensed Materials and one copy of text form the Licensed Materials in XML format to be maintained as a backup or archival copy during the term of the Agreement or as required to exercise The Licensee's rights under Section IX, "License Period," of this agreement. The Licensee may use the XML metadata to develop its own software on the condition that the use of that software continues to comply with this Agreement." IX: "If for some reason, the Licensor is no longer able to provide permanent on-line access, the Licensor shall provide the Licensee with an archival copy of the Licensed Materials, as outlined in Section II of this Agreement, as of the date of discontinuance of on-line service, either a complete set of XXX or their equivalent."
- Ref 34 8: "Termination of this Agreement automatically terminates your license to use the Services, any content or any materials contained therein."
- Ref 35 4: "On termination of this License, the Publisher shall provide an electronic archival copy of the Database(s) (e.g. dvd or hard disc) to the Licensee." 15: "Publisher undertakes to use reasonable endeavours to provide or to make arrangements for a third party to provide an archive or the Database(s) for the purposes of long term preservation of the Database(s), and to permit Authorised Users to access such archive after termination of this License."
- Ref 36 1: "No part of it may be duplicated in hard copy or machine-readable form without prior written authorization from XXX, except that licensee is granted a right as subscribed below or granted by law. Library visitors may use the CD-Rom of licensee according to this statute."
- Ref 37 3(b): "Except for XXX (defined below), you may retain the most recent

- version of the CD-ROMs or FTP electronic feeds supplied to you during your subscription term. You shall destroy all superseded versions of the CD-ROMs or tape Products."
- Ref 38 4.4: "On termination of this Agreement, the Licensee agrees to destroy, and will procure that all Authorized Users destroy, all Licensed Material stored on any digital information storage media, including, but not limited to, system servers, hard disks, diskettes, and back up tapes."
- Ref 39 3(b): "Use of XXX on the web is provided for the time period for which the Member Institution pays its dues. A complete archival copy of XXX is not currently available; however, a large part of XXX is available on CD-ROM and can be obtained for additional dues."
- Ref 40 8: "At the expiry of the agreement, the Licensee will supply the Publishers with a document stating expressly that the Licensee has not kept in his possession any data of the Database, neither regarding the form nor regarding the contents and that the Licensee has refrained from granting this possibility to third parties."
- Ref 41 V: "Approximately 90 days after the expiration of an annual subscription term, XXX will provide the Subscriber, upon request, an archival (non-searchable) file on DVD-ROM or other appropriate media as determined by XXX, containing the content of all issues published online during the 12-month subscription term. The Subscriber may participate in the XXX . . . system for archiving digitized publications."

#### **PRINTING**

- Ref 1 1(d): "All reproduction and distribution of such printouts, and all downloading and electronic storage of materials retrieved through the Products shall be for your own internal or personal uses. Downloading of all or parts of the Products in a systematic or irregular manner so as to create a collection of materials comprising all or part of the Products is strictly prohibited whether or Not such collection is in electronic or print form. Notwithstanding the above restrictions, this paragraph shall Not restrict your use of the materials under the doctrines of "fair use" or "fair dealing" as defined under the law of the United States or England, respectively."
- Ref 2 5.1: "The licensee shall Not print out, on any one occasion or in a series of occasions, the data and/or information contained in the Product so as to obtain a printed version of all or a substantial part of such data and/or information."
- Ref 3 2.1: "XXX hereby grants Subscribing Institute, the Non-transferable, Non-exclusive right to download, display, view and print off single copies of excerpts of records contained in the Licensed Content for internal business purposes and for their Authorized User's personal Non-commercial use." 2.4: "The subscribing Institute and its Authorized Users are authorized to display, download, print and/or make paper or electronic copies of citations, abstracts, full text or portions thereof provided the information is used solely for personal, Non-commercial use."
- Ref 4 1(c): "Through this agreement, the Licensee, Sites and/or the patrons of the Licensee and/or Sites may download or print limited copies of citations, abstracts, full text or portions thereof provided the information is used solely for personal, non-commercial use."
- Ref 5 Terms of Licence: "XXX is licensed for the use of the library staff in the ordinary course of their business activity with clients and for the personal use of the library users. This includes permission for library staff to print a limited number of documents and distribute them in their hardcopy format to clients and for library users to print off a limited number of documents for their own personal use. The supply of XXX records must be free of charge."
- Ref 6 II(B): "Authorized employees are permitted to print or download reasonable portions of the Licensed Information for use in carrying out the ordinary business purposes of the Client.
- Ref 7 3(b): Licence will "entitle Users to use the Database for the purpose of providing Searches that shall consist of supplying Profile results to Users; entitle Users to use the Database for the purpose of performing Searches; entitle Users to the right to print, download, and distribute (in any form, but not limited to, printed, electronically relayed, posted to User restricted list services or User restricted bulletin boards, or magnetically stored) Search Results, in whole or in part, provided that Users will not distribute to anyone not a User."
- Ref 8 Amendment 1; 1: "The British Library is allowed to let the readers who are visiting its reading room situated Euston Road, London, use XXX through the 2 reading room User IDs assigned through the agreement, and print to paper, and to no other support, a reasonable quantity of screenshots of XXX query results exclusively on this occasion."
- Ref 9 2.1.1: Distributor is allowed to "make copies of and distribute the Briefings in hard copy within the territory identified in the Commercial summary, to organisations solely for their own internal use." 2.2: "Unless otherwise agreed in the Commercial Summary, the Distributor is not permitted to charge for the Briefings."
- Ref 10 3(e): "Authorized Users may selectively make paper copies of complete items and parts of items within the Products, and may use these copies for Licensee's internal use purposes as otherwise permitted by this Agreement."
- Ref 11 2.1: "XXX hereby grants Subscribing Institute, the non-transferable, non-

- exclusive right to download, display, view and print off single copies of excerpts of records contained in the Licensed Content for internal business purposes and for their Authorized User's personal non-commercial use." 2.4: "The subscribing Institute and its Authorized Users are authorized to display, download, print and/or make paper or electronic copies of citations, abstracts, full text or portions thereof provided the information is used solely for personal, non-commercial use."
- Ref 12 5.1: "The licensee shall not print out, on any one occasion or in a series of occasions, the data and/or information contained in the Product so as to obtain a printed version of all or a substantial part of such data and/or information."
- Ref 13 1: "Users may browse, copy or print reports, but the download facility will not be available."
- Ref 14 2.8: "Customer may permit Users to view records and take hard copy paper prints of records from the Information without limit, provided that, prior to allowing each User access to any Information, Customer shall inform each User that their use of Information is subject to the provisions set forth in the Appendix to this Agreement."
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