



CONTENT LICENSING AGREEMENT
Part 1 – Custom Terms

GENERAL										
Effective Date	January 1, 2022									
Initial Term	Subject to the Standard Terms and Conditions, this Agreement shall be for an initial term that begins on the Effective Date and continues in effect for [2] year(s) (the “Initial Term”). This Agreement will not be subject to any implied or automatic renewals, and any relationship between the parties after the Initial Term hereof will be the subject of a new agreement.									
Licensee (additional sites or Participating Institutions are listed in Appendix A)	Name: UiT Norges Arktiske Universitet Address: Universitetsbiblioteket - Kultur- og samfunnsfag, Huginbakken 14 9019 TROMSØ NORWAY Telephone:									
Licensee’s Designated Business Contact	Name: Ellen Vestgøte Address: UiT Norges Arktiske Universitet, Universitetsbiblioteket - Kultur- og samfunnsfag, Huginbakken 14, 9019 TROMSØ NORWAY Telephone: Email: ellen.vestgoete@uit.no Fax:									
Licensee’s Designated Invoicing Contact	Name: EBSCO International Inc Address: PO Box 1943, Birmingham, AL 35201-1943 USA Telephone: Email: sobl@ebSCO.com Fax:									
AIPP Sales Support Manager	Name: Arlene Gonzalez Address: 1305 Walt Whitman Road, Suite 300, Melville, NY 11747-4300 Telephone: (516) 576-2413 Email: agonzalez@aip.org									
Licensed Content	Titles as set forth in Appendices A, B and D to the Standard Terms and Conditions (“Licensed Content”).									
Fees (Access Fees for any additional sites or Participating Institutions are listed in Appendix A)	Due Date as specified on AIP Publishing’s invoice. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Year</th> <th style="text-align: center;">2022 Fees</th> <th style="text-align: center;">2023 Fees</th> </tr> </thead> <tbody> <tr> <td>Subscription Fees</td> <td style="text-align: center;">\$ xxx</td> <td style="text-align: center;">\$ xxx</td> </tr> <tr> <td>Total Fees</td> <td style="text-align: center;">\$ xxx</td> <td style="text-align: center;">\$ xxx</td> </tr> </tbody> </table>	Year	2022 Fees	2023 Fees	Subscription Fees	\$ xxx	\$ xxx	Total Fees	\$ xxx	\$ xxx
Year	2022 Fees	2023 Fees								
Subscription Fees	\$ xxx	\$ xxx								
Total Fees	\$ xxx	\$ xxx								
Additional Terms	Reference number: I0831249									



Part 2 – Standard Terms & Conditions

This Content Licensing Agreement (“Agreement”), consisting of Part 1 – Custom Terms and Part 2 – Standard Terms and Conditions, and any appendices attached, is effective on the Effective Date, by and between Licensee and AIP Publishing LLC (“AIPP”), with offices at 1305 Walt Whitman Road, Suite 300, Melville, NY 11747-4300.

WHEREAS, AIPP has the right to grant Licensee (and its locations / Participating Institutions, if applicable, as set forth in Appendix A) access to the Licensed Content, which is delivered via a technology platform (e.g., Scitation), or other means of delivery that AIPP deems appropriate (“Platform”);

WHEREAS, Licensee wishes to provide Authorized Users access to the Licensed Content using the Platform by paying the Fees;

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, and other valuable consideration received, the parties agree as follows:

1. LICENSED RIGHTS

a. License. AIPP provides a non-exclusive, non-transferable license to Licensee’s Authorized Users, subject to the terms, conditions and restrictions set forth in this Agreement, to access, search, view, download, print and save the Licensed Content via the Platform, solely for research and educational purposes. If Licensee is a single institution with multiple locations, the authorized locations are set forth in Appendix A. If Licensee is a consortium representing the Participating Institutions set forth in Appendix A, the Participating Institutions’ Authorized Users shall have the right to access the Licensed Content pursuant to this Section, and the Participating Institutions are subject to the same restrictions imposed upon the Licensee in this Agreement.

b. Authorized Users. Authorized users are defined as and limited to current faculty members, staff, employees, students, subcontractors, as applicable (collectively, “Authorized Users”), and walk-in users using computer terminals on premises (“Walk-in Users”). All Authorized Users who have been issued an institutional username and password may also access the Licensed Content remotely, using devices that are located off the premises of Licensee (or a Participating Institution). Licensee or the Participating Institutions must require the Authorized Users to use a username and password to login before accessing the Platform using computers located off the premises of Licensee (or Participating Institutions). For the sake of clarity, no Walk-in Users are permitted to access the Platform remotely.

c. Compliance. Licensee will use commercially reasonable efforts to cooperate with AIPP to remedy any Authorized User’s or Participating Institution’s failure to comply with the terms of this Agreement.

d. Credentials. When the relationship between an Authorized User and the Licensee terminates, Licensee shall take reasonable steps to prevent the previously Authorized User from accessing the Platform, by promptly disabling the previously Authorized User’s access to the Licensed Content except from areas where the Licensed Content is accessible to the public.



2. FAIR USE & RIGHTS OF LIBRARIES

a. Fair Use and Rights of Libraries. Authorized Users are entitled to use the Licensed Content in a manner that comports with §107 and §108 of the U.S. Copyright Act, or other similar applicable laws outside the U.S., provided that the Authorized Users provide proper attribution to the copyright owners and AIPP.

b. Interlibrary Loan. Licensee may use the Licensed Content to fulfill a reasonable number of requests from other libraries for specific material for interlibrary loans (“ILL”). The Licensed Content for ILL may be transmitted by mail, fax or secure, prevailing technology, provided that Licensee will not require the receiving library to pay a fee, and to the best of Licensee’s knowledge, the loaned material is for the purposes of research or private study, and not for commercial use. The borrowing and lending libraries will comply with applicable legal guidelines in connection with ILL.

c. Course Packs. Material from the Licensed Content may be included in anthologies (“Course Packs”) in print or digital form for distribution to Authorized Users for their use in connection with classroom instruction or in reserves (print or digital) set up by libraries for access by Authorized Users in connection with specific courses offered by the Licensee. Copies of items in digital form which are included in online Course Packs or reserves will be deleted by the Licensee and its locations when the course is no longer offered. Course Packs in non-electronic non-print perceptible form, such as audio or Braille, may also be offered to Authorized Users.

3. RESTRICTIONS.

a. Intellectual Property. Licensee shall not, and shall not cause, assist or encourage any Authorized Users or third parties to: (i) infringe any intellectual property or other right of any party (including AIPP), or violate any applicable laws, rules or regulations, including, without limitation, redistribute, repurpose, resell, alter, recompile, share access with users not authorized by Licensee, republish or post in any media, print or electronic form, such as on the Internet or using peer-to-peer or similar file sharing for anyone to access, the Licensed Content (or any search results thereof), in whole or in part, or otherwise commercialize the Licensed Content; or (ii) alter, obscure or remove the copyright notices or the watermark in the Licensed Content, any article, or other such materials.

b. Operation of the Platform. Without AIPP’s authorization, Licensee shall not, and shall not cause, assist or encourage any Authorized Users or third parties to: (i) disrupt or interfere with the security or use of the Platform, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, or similar methods or technology; (ii) misrepresent Licensee’s affiliation with a person or entity, or submit false or misleading information to AIPP, including, without limitation, IP addresses that do not belong to any Participating Institution; (iii) collect, manually or through an automatic process, information about users or their usage without their express consent.



c. Systematic Download: Without AIPP’s authorization, Licensee shall not, and shall not cause, assist or encourage any Authorized Users or third parties to: (i) systematically or programmatically download, whether manually or by using programs such as robots or searchbots, spiders, crawlers or other automated downloading programs, algorithms or devices, to continuously or automatically search, scrape, extract, deep link or index all or a substantial portion of the Licensed Content, such as an entire issue of or article from a journal; (ii) download the Licensed Content in aggregate for central storage or later retrieval.

d. Violations. Licensee shall notify AIPP of any copyright infringement, or unauthorized use of the Licensed Content of which Licensee becomes aware. To the extent AIPP determines that any copyright infringement or violation of this Agreement has occurred (including a violation by an Authorized User), Licensee shall cooperate with AIPP in investigating any unauthorized uses and in taking reasonable steps to prevent a reoccurrence, such as suspending or terminating an actual or suspected unauthorized user’s access to the Platform or Licensed Content upon AIPP’s reasonable request. If AIPP reasonably suspects or determines that an Authorized User has violated the terms of this Agreement or any other agreement that he or she individually entered into to access the Platform, or that Licensee is otherwise allowing the Platform to be misused, AIPP may, without notice, suspend such user’s account or Licensee’s access to the Platform.

4. AIPP OBLIGATIONS

a. Availability. During the term, AIPP shall use commercially reasonable efforts to provide continuous access to the Licensed Content via the Platform, except for periodic downtime for maintenance, and interruption of access to the Platform due to factors outside of AIPP’s control.

b. Post Cancellation Access. If Licensee pays a “Subscription Fee” as set forth in the Custom Terms, it has access to the Licensed Content published during the years for which there was a paid Subscription Fee, even after this Agreement is terminated. Access begins with the content published in 1999 and for any years thereafter, pursuant to the terms set forth in Appendix A. If Licensee fails to subscribe to at least one journal title online, Licensee will pay an annual fee for using the Platform for post cancellation access to the Licensed Content, unless as otherwise agreed upon between the parties. Participating Institutions that pay an Access Fee for any of the Licensed Content as set forth in Appendix A will not have post cancellation access to that Licensed Content. Licensees that have purchased a Digital Archive product will have perpetual access to the archive product that was purchased, per the terms of the associated purchase agreement.

c. Usage Statistics. AIPP’s usage statistics (e.g., COUNTER stats) are available via SCITATION.

d. Accessibility. AIPP’s Accessibility statement is available at <https://publishing.aip.org/resources/researchers/policies-and-ethics/accessibility/>. AIPP’s Accessibility documents (e.g. Voluntary Product Accessibility Template, or “VPAT”) are available at <http://www.scitation.org/pb-assets/VPAT/ScitationVPAT.docx> which AIPP may revise either at any time without notice. Licensee is responsible for reviewing all posted information.



e. Backup. In the unlikely event that AIPP is unable to provide electronic access to one or more of the journal titles that comprise the Licensed Content for an extended period of time, AIPP will cooperate with a third party vendor that has archived the Licensed Content to ensure that Licensee will be able to access the Licensed Content continuously, per the terms of this Agreement.

5. CONFIDENTIALITY

a. Definition. Either party may be exposed to certain non-public or proprietary information of the other party concerning its business, or information that due to its nature, the receiving party knows or should know is confidential, or that, if released to unauthorized persons, could be detrimental to the business interests of the disclosing party, including, without limitation, the terms of this Agreement or the Licensee's literature search results ("Confidential Information"). However, a redacted version of the Agreement may be made public 30 days after the last day on which it has been duly executed by both parties; all fees paid by Licensee will be kept confidential and redacted from any public disclosure.

b. Obligations. The receiving party of Confidential Information agrees that it will: (i) not use the Confidential Information except as strictly necessary to fulfill its obligations under this Agreement; and (ii) not disclose the Confidential Information to any third party and will take every precaution to protect the confidentiality of the Confidential Information, using at least the same measures as it does to protect its own most sensitive information, and in any event no less than reasonable measures. Notwithstanding the foregoing, the receiving party may make a limited disclosure of Confidential Information if required to do so by law.

6. FEES AND PAYMENT

a. Fees. Licensee and Participating Institutions shall pay all Fees pursuant to the Custom Terms, and any other fees as set forth in the attached appendices. The Fees may be increased by AIPP upon notice, and Licensee's consent, if a print version, a new publication, and/or an additional location/Participating Institution is added.

b. Taxes. Licensee must pay any applicable taxes arising out of the access to the Licensed Content, and/or the products and services as set forth in the appendices, other than taxes on AIPP's net income.

7. TERM AND RENEWAL

a. Term. The Initial Term of this Agreement is the period set forth in the Custom Terms. If this Agreement is subject to a renewal, the terms and conditions of this Agreement will continue to govern during any renewal term, subject to any amendment agreed upon between the parties. If the term is set to be automatically renewed and either party elects not to renew this Agreement for a renewal term, such party must give written notice of non-renewal to the other Party at least 30 days before the expiration of the then-current Initial Term or renewal term. Changes to Fees during a renewal term, other than those described in Section 6 that can be changed by purchase order, will be specified by a written amendment.



b. Renewal. If this Agreement is subject to a renewal pursuant to the Custom Terms, renewal of any subscription(s) will be construed as renewal of this Agreement, and the terms and conditions outlined here will remain in force for as long as orders are placed by the Licensee with AIPP.

c. Termination for Failure to Pay. If Licensee (and/or any of the Participating Institutions) fails to pay the fees pursuant to Section 6, AIPP may suspend or terminate Licensee's and/or its Participating Institutions' access to any and all of the Licensed Content, and/or any other products or services set forth in the attached appendices. If Licensee (and/or any of the Participating Institutions) wish(es) to be reinstated after AIPP suspends access to the Licensed Content for failure to pay, Licensee must first pay for the Fees from and including the time access was suspended to the end of the then-current annual subscription term.

d. Changes to Licensed Content. AIPP may change the selection of the Licensed Content from time to time, with notice to Licensee. If a journal is discontinued, the Fees may be adjusted pursuant to the mutual consent of the parties, subject to the Licensee's right to access any Licensed Content as set forth in Appendices A, B and D.

8. REPRESENTATIONS AND DISCLAIMERS; LIMITATION OF LIABILITY

a. Warranty and Disclaimers. If applicable, Licensee represents that it has the authority to act on behalf of the Participating Institutions in entering into this Agreement. AIPP represents and warrants that it is authorized to grant Licensee, the Participating Institutions (if applicable), and its/their Authorized Users the rights granted herein. Except as set forth in the preceding sentence, the Platform and the Licensed Content are provided on an "as-is" and "as-available" basis. AIPP makes no warranty or representation of any kind with respect to the Licensed Content or the Platform, express or implied, including its quality, originality, availability, accessibility, accuracy, performance, non-infringement, merchantability or fitness for a particular purpose, or that access to the Platform and the Licensed Content will achieve a particular result, or such access will be uninterrupted or error-free.

b. Limitation of Liability. Neither party shall be liable for exemplary, special, indirect, incidental, consequential or other similar types of damages, arising out of, relating to or connected with this Agreement, even if a party is advised or aware of the possibility of such damages. In no event shall the total aggregate liability of either party for any claims, losses or damages arising out of, relating to or connected with this Agreement exceed the amount paid or payable by the Licensee for the annual term during which the claim arose, whether in contract, tort or otherwise. The foregoing limitations do not apply to any breach of Sections 3, 5 and 6.

9. GOVERNING LAW AND ARBITRATION

a. Choice of law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

b. U.S. Licensee. If the Licensee is located in the U.S., the parties agree to submit to the exclusive jurisdiction in the federal and state courts of New York, New York, for any action brought in connection with this Agreement, and the parties agree to waive any defense of inconvenient forum.



International Licensee. If Licensee is located outside the U.S., then all disputes arising out of or in connection with the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules, provided that the arbitrator must be a practicing attorney who is fluent in English. The place of arbitration shall be London. The language of the arbitration shall be English. To the extent any party wishes to seek emergency or injunctive relief in court, such proceeding shall be brought in the Southern District of New York, and each party waives, to the fullest extent permitted by law, the defenses of lack of personal jurisdiction, inconvenient forum, and improper venue.

10. GENERAL

a. Integration. This Agreement (consisting of the Custom Terms and the attached appendices, if any) contains the entire understanding of the parties regarding the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements and understandings between the parties regarding its subject matter. The Licensed Content and Fees associated therewith may be specified in a purchase order, but nothing else in a purchase order can supersede any term in the Standard Terms and Conditions without a written amendment.

b. Waiver and Modification. Unless noted otherwise in the Custom Terms, each term of these Standard Terms and Conditions may only be modified, supplemented, amended or waived in a writing signed by both parties. A waiver of a breach shall not constitute a waiver of any other breach. The failure of either party at any time to enforce any provisions of this Agreement or to exercise any right or remedy shall not be construed to be a waiver of such provisions or of such rights or remedy or the right of that party thereafter to enforce each and every provision, right or remedy.

c. Force Majeure. Neither party will be responsible for any failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, war, fire, floods, acts of civil or military authorities, strikes, work stoppages, civil unrest, power outages or disruption of transport or shipping, or riot.

d. Notices. All notices, reports and statements to be given shall be given or made: (a) by hand delivery, first class, Registered or Certified mail, return receipt requested, FedEx, UPS or any overnight delivery service providing notice of receipt, with a copy by email; or (b) by email itself. Notices to the parties shall be sent to the physical or email addresses set forth in the Custom Terms, unless notification of a change is given in writing. The date of receipt evidenced by the tracking information or email confirmations shall be deemed the date of receipt.

e. Severability. The parties agree that if any part, term, or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions of this Agreement shall not be affected thereby.

f. Assignment. The Licensee shall not assign or transfer its rights under this Agreement without the prior written consent of AIPP. AIPP may require the payment of additional Fees if any assignment or transfer of rights by Licensee results in additional authorized locations other than those set forth in Appendix A or Participating Institutions requiring access to the Licensed Content. AIPP may assign this Agreement upon notice in the event of any merger, reverse merger, sale, acquisition, public offering or private placement resulting in a change of ownership or control of AIPP. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.



g. No Third-Party Beneficiary. The parties do not intend, and the Agreement shall not be deemed, to create any third party beneficiary rights for any person, including, without limitation, the Participating Institutions, the Authorized Users, member societies of the American Institute of Physics (“Member Societies”), and publishing partners of AIPP (“Publishing Partners”), which authorized AIPP to grant Licensee access to the Licensed Content. Licensee shall not bring any claim relating to this Agreement against the Member Societies or Publishing Partners, nor shall Licensee cause, assist or cooperate with any Participating Institutions or Authorized Users in bringing a lawsuit against Member Societies or Publishing Partners.

h. Counterparts. This Agreement may be executed in counterparts, both of which taken together will constitute one and the same document. Electronic, facsimile or .pdf file signatures will have the same effect as originals.

i. Order of Precedence. To the extent Licensee provides any purchase order, procurement form, or rider that contains terms that conflict or are inconsistent with the terms in this Agreement, the terms in this Agreement shall govern and be given precedence. Any language in any purchase order, procurement form, rider, or any other writing that purports to change the terms of this Section 10(i) without specifically referencing this section of this Agreement is inoperative.

j. Survival. Sections 3, 5, 6, 8, 9 and 10, and any other provisions that are intended to survive, shall survive the expiration or termination of this Agreement.



UiT Norges Arktiske Universitet
Acct #1184123
January 1, 2022 – December 31, 2023

The parties have executed this Agreement (consisting of Part 1- Custom Terms, Part 2 – Standard Terms and Conditions, and any appendices attached) as of the Effective Date.

AIP PUBLISHING LLC

UiT Norges Arktiske Universitet

By: _____

By: _____

Name: Kevin Steiner

Name:

Title: Head of Global Sales and Advertising

Title: Head of Department

Date: _____

Date: _____



APPENDIX A
Licensee

Licensee:
Authorized Location

Account #	Participating Institutions
1184123	UiT Norges arktiske universitet

Title	2022 Subscription Fees	2023 Subscription Fees
AIP Select Frontfile Applied Physics Letters, Chaos, Journal of Applied Physics, Journal of Mathematical Physics, Physics of Fluids, Physics of Plasmas, Physics Today, Review of Scientific Instruments and The Journal of Chemical Physics	\$ xxx	\$ xxx
American Journal of Physics Frontfile	\$ xxx	\$ xxx
Journal of the Acoustical Society of America Frontfile	\$ xxx	\$ xxx
Grand Total	\$ xxx	\$ xxx

APPENDIX B
Licensed Content

Title	Coverage	Read	Publish
AIP Conference Proceedings	1999 - Current		
American Journal of Physics	1999 - Current	✓	✓
Applied Physics Letters	1999 - Current	✓	✓
Applied Physics Reviews	1999 - Current		
AVS Quantum Science	2020 – Current		
Biointerphases	2006 – Current		
Biomicrofluidics	2007 – Current		
Biophysics Reviews	2020 – Current		
Chaos	1999 - Current	✓	✓
Chemical Physics Reviews	2020 - Current		
Chinese Journal of Chemical Physics	2006 – Current		
Journal of Applied Physics	1999 - Current	✓	✓
Journal of Laser Applications	1999 - Current		
Journal of Mathematical Physics	1999 - Current	✓	✓
Journal of Physical and Chemical Reference Data	1999 - Current		
Journal of Renewable and Sustainable Energy	2009 – Current		
Journal of Rheology	1999 - Current		
Journal of the Acoustical Society of America	1999 - Current	✓	✓
Journal of the Physical Society of Japan	1946 - Current		
Journal of Vacuum Science and Technology A	1999 - Current		
Journal of Vacuum Science and Technology B	1999 - Current		
LIA Conference Proceedings	1999 - Current		
Low Temperature Physics	1999 - Current		
Physics of Fluids	1999 - Current	✓	✓
Physics of Plasmas	1999 - Current	✓	✓
Physics Today	1999 - Current	✓	
Review of Scientific Instruments	1999 - Current	✓	✓
Surface Science Spectra	1999 - Current		
The Journal of Chemical Physics	1999 - Current	✓	✓
The Physics Teacher	1999 - Current		



**APPENDIX C
 Read and Publish Privileges**

Article Cap	2022 = 13 Articles 2023 = 13 Articles
Fees for Articles over the Article Cap (“Overage Fee”)	\$ xxx per article
Eligible Titles	See Appendix B

Publishing Privilege. AIPP shall publish the peer-reviewed articles or other peer-reviewed material up to and including the Article Cap suitable for its journals and subject to AIPP’s editorial standards authored by professors, researchers, and others associated with Licensee so that such articles and materials are available without charge to subscribers to AIPP’s services under the following conditions:

- The Participating Institution (which must be listed in Appendix A) holds a duly licensed, fully paid subscription to a journal listed in this Appendix A;
- The author submitting is affiliated with an Authorized Location, as defined in the Agreement (“Eligible Author”);
- The author correctly identifies himself/herself as an Eligible Author under this agreement by selecting his/her institutional affiliation during submission;
- The acceptance date of the article falls within the Term of the Agreement; and
- The corresponding author assigns a CC BY license. The author will retain copyright to articles published under this Agreement.

If these conditions are not met, the article will be published either as a restricted-access publication available only to subscribers / licensees of AIPP’s program, or as an Open Access (OA) publication if the author chooses to pay the requisite Article Publishing Charges (APC) as posted for each journal of AIPP’s website.

Overage. For all articles above the Article Cap, at a cost equal to the Overage Fee, AIPP shall publish the peer-reviewed articles or other peer-reviewed material suitable for its journals and subject to AIPP’s editorial standards authored by professors, researchers, and others associated with Licensee so that such articles and materials are available without charge to subscribers to AIPP’s services. If the fee is not paid and / or the conditions above are not met, the article will not be published OA unless the author chooses to pay the requisite APC, as posted for each journal on AIPP’s website.

All rights and privileges granted to Licensee under this Appendix shall terminate with the termination of the Agreement.



APPENDIX D

Text and Data Mining Permission

By signing this Agreement, AIPP authorizes the Licensee and Authorized Users to conduct text and data mining solely for scholarly, academic, educational, or research purposes. The text and data mining must be performed using an AIPP- approved API service, and the Authorized Institution must abide by any reasonable limits on load rates and download rates conveyed to Authorized Institution from time to time. Licensee will make reasonable efforts to inform its Authorized Users about the appropriate use and sharing of the results from the text and data mining. In no way should this sharing be used in a manner that competes with the Platform or the Licensed Content, by posting an unreasonable amount of the Licensed Content on the Internet for the public to access, Authorized Users may use the Licensed Content to perform and engage in text and/or data mining activities for academic research, scholarship, and other educational purposes and may utilize and share the findings of text and/or data mining, including reasonable portions of the text, data, figures, scholarly content, and tables, in their scholarly work and make the findings available for use by others, so long as it does not create a product for use by third parties that would substitute for the Licensed Materials.

Authorized Users may make all use of the Licensed Materials as is permitted under U.S. Copyright Law including Fair Use provisions. In no event will the Authorized Institution or any of its Authorized Users use or share the results from the text and data mining in a manner that competes with the Platform or the Licensed Content, for the use or benefit of any third party, or otherwise harm the economic interest of AIPP, including, without limitation, by posting the results on the Internet for the public to access, regardless of whether the results can be reconstructed to its original, human readable form.

Text and data mining may be performed on the original Licensed Content or on data extracted from the raw data available on the Platform. The extracted or raw data and the text and data mining results may only be stored and analyzed within the Authorized Institution's secure network, or other secure location that is not accessible by any unauthorized third parties. It is mutually understood that appropriate research collaborators on projects involving TDM of the Licensed materials who are not Authorized Users under this Agreement may access and use the model, raw data, and TDM Output specifically related to that project, but not have direct access to, or perform the retrieval on, the Licensed Materials themselves.

It is mutually understood that the "TDM Output" (the result of any Text and Data Mining activity or operation, capable of fixation, reproduction and/or communication in any form) provided or generated under this Agreement may be retained by Authorized Users throughout the full lifecycle of the TDM project (including long term use and preservation), including for publication, and as necessary for replication, validation, and preservation of research results. All TDM Output pursuant to this Appendix will continue to be subject to the terms and conditions of the Existing Agreement and the Amendment.



Users may include TDM Output as part of original works of scholarship, e.g. articles that describe, analyze, and interpret research; presentations at academic conferences; datasets shared for validation and reproducibility; and inclusion in an academic thesis.

Users may include TDM Output as part of original works of scholarship, e.g. articles that describe, analyze, and interpret research; presentations at academic conferences; datasets shared for validation and reproducibility; and inclusion in an academic thesis.

If AIPP reasonably determines that the text and data mining is causing an unreasonable burden on AIPP's network or substantially interferes with other users' access to the Platform and the Licensed Content, AIPP may temporarily suspend an individual Authorized User's access to the Licensed Content (e.g. by blocking an IP address or addresses), provided that AIPP immediately notifies the Licensee of any such suspension, including the reason for the block and any supporting details.

After termination of the Agreement, all text and data mining results provided pursuant to this Appendix will continue to be subject to Sections 1, 2, 3, 8, 9 and 10.