

## Addendum to License Agreement

THIS ADDENDUM is made on the 28th day of November, 2018 BETWEEN:

Licensor: East View Information Services Inc.,

a private U.S. corporation headquartered at 10601 Wayzata Blvd, Minneapolis, MN 55305 USA ("Licensor")

-and-

Licensee: Freistaat Bayern, represented by Bayerische Staatsbibliothek, responsible for the Specialised Information Services for Research Osteuropa (Fachinformationsdienst Osteuropa, FID), represented by Dr. Klaus Ceynowa. having its place of business at Ludwigstraße 16, 80539 München

WHEREAS

This is an Addendum to the License Agreement ("the License Agreement") February 21,2018 and made between the Licensor and the Licensee;

NOW IT IS HEREBY AGREED as follows;

1. From the Date hereof the License Agreement shall be amended as follows;

The following additional Licensed Materials are now included under the terms of this License Agreement:

### **Universal Database of Ukrainian Publications ("UDB-UKR")**

The corresponding offer sheets will be added to schedule 4 of the above mentioned Licensed Agreement February 21, 2018.

2. Save as set out herein the License Agreement shall remain in full force and effect and the terms of the License Agreement shall apply to the Licensed Material sei out herein as if it were included in the License Agreement from the date hereof.

3. The following additional terms and conditions apply to the Licensed Materials covered by this Addendum:

I. Licensee and authorized users are granted access to "UDB-UKR" for the subscription period in exchange for payment of the price of FID-license as set out in the attached offer sheet. At Licensee's choice after expiration of the subscription period Licensee and authorized users are granted perpetual access to all subscribed content in exchange for a further one-time payment of ten times the annual 10% post-termination fee for a single institution as set out in the attached offer sheet (Price of F ID-license).

II. in the event of loss of anticipated funding prior to December 31, 2018, the Licensee reserves the right to terminate this Addendum and any rights or obligations thereto, without penalty.

[...]

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License Agreement

This License Agreement, along with any Schedules, is made on February 21,2018 between:

East View Information Services, Inc., Publisher having its registered office at 10601 Wayzata Blvd, Minnetonka MN 55305 USA, represented by Dima Frangu/ov (Vice President)

(Hereinafter after called "Publisher")

and

Freistaat Bayern, represented by Bayerische Staatsbibliothek, responsible for the Specialised Information Services for Research Osteuropa (Fachinformationsdienst Osteuropa, FID), represented by Dr. Klaus Ceynowa, having its place of business at Ludwigstraße 16, 80539 München

(hereinafter called "Licensee")

WHEREAS the Publisher hereby grants to the Licensee a non-exclusive license to access and use the Licensed Material, further specified in Schedule 4;

WHEREAS the parties are desirous to contract on the basis of the terms and conditions of this License.

IT IS AGREED AS FOLLOWS

(Preamble) The Structure of the Agreement

This License Agreement is concluded between Publisher and Licensee. This License Agreement shall be considered as the framework agreement and governs all terms and conditions for the licensing of the licensed material. It is understood that the Guidelines for the Purchase of Publications in the DFG-funded System of Specialized Information Services for Research (DFG form 12.101-12/12) are part of the basis of this agreement, see internet address in Schedule 1. In the event of any conflict between such terms and this Licence Agreement, the provisions of this Licence Agreement shall prevail.

In case of subsequent amendments to this agreement it is understood that each will be comprised and in line with the current version of the Guidelines for the Purchase of Publications in the DFG-funded System of Specialized Information Services for Research (DFG form 12.101-12/ 12).

#### § 1 Definitions

In this License, the following terms shall have the following meanings:

Back-file: archival copy of Licensed Material

Contractually Defined Users: individuals who are authorized by the Licensee to access the Licensee's information services whether on-site or off-site via Secure Authentication. Users are generally researchers or individuals with access privileges at the following types of institutions: publicly or privately funded higher education and research institutions in Germany, the German National Library, all regional and state libraries as well as main subject libraries, primarily publicly funded research libraries and special academic libraries, research institutes primarily funded by German federal or state governments, including research institutions located abroad but funded by public bodies or primarily funded bodies in Germany, such as the German Historical Institutes.

Non-institutional access of individuals is permitted via individual authentication subject to a requirement of residence in Germany. The Contractually Defined Users are specified in Schedule 2.

Commercial Use: The use of the Licensed Material for the purpose of monetary reward (whether by or for the Institution or a Contractually Defined User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Material. For the avoidance of doubt, the use by the Institution or Contractually Defined Users of the Licensed Material in the course of research funded by a commercial organisation is not deemed to constitute Commercial Use. Recovery of costs is not being deemed Commercial Use. The use of Metadata by search engines does not constitute Commercial Use as long as that Metadata is not sold, lent, distributed or otherwise re-licensed via that search engine or the access to that Metadata on that search engine is exclusively being charged for.

Educational Purposes: The use for the purpose of education, teaching, distance learning, private study and/or research.

Institutions: Higher education institutions financed either by public or private funding; national, regional and state libraries; academic specialist libraries mainly financed by public funding (excl. project funds); research institutions mainly financed by public funding (excl. project funds); governmental institutions; including any of such above mentioned types of German institutions abroad, and all to be specified in Schedule 2.

**Intellectual Property Rights:** Patents, trademarks, trade names, design rights, copyright (including rights in computer software and moral rights), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world. **License Fee:** The fee as set out in Schedule 3. The fee shall be in line with the offer agreed between the Licensee and the Publisher.

**Licensed Material:** The material listed in Schedule 4, including corresponding metadata, supplementary content and digital objects. For the avoidance of doubt, in case of Local Hosting the Licensed Material to be delivered by the Licensor means full texts incl. all digital objects, supplementary content and Metadata.

**Local Hosting:** Housing, serving and maintaining files on Licensee's Local Hosting Server in Germany or on the servers of a third party.

**Metadata:** Bibliographical, structural and descriptive data of the Licensed Material as defined in Schedule 6.

**Publisher's Platform:** Own or third party server used by Publisher to give access to Licensed Material.

**Part (of Licensed Material):** Any part, component, fragment of the Licensed Material that is used, separated and/or cited in a self-contained manner.

**Open Access:** This definition is based on the "Berlin Declaration on Open Access to Knowledge in the Sciences and Humanities" which postulates two necessary criteria:

The author(s) and right holder(s) of such [open access] contributions grant(s) to all users a free, irrevocable, worldwide, right of access to, and a License to copy, use, distribute, transmit and display the work publicly and to make and distribute derivative works, in any digital medium for any responsible purpose, subject to proper attribution of authorship (community standards, will continue to provide the mechanism for enforcement of proper attribution and responsible use of the published work, as they do now), as well as the right to make small numbers of printed copies for their personal use.

A complete version of the work and all supplemental materials, including a copy of the permission as stated above, in an appropriate standard electronic format is deposited (and thus published) in at least one online repository using suitable technical standards (such as the Open Archive definitions) that is supported and maintained by an academic institution, scholarly society, government agency, or other well established organization that seeks to enable open access, unrestricted distribution, interoperability, and long-term archiving (s. § 2.3) **Secure Authentication:** Method to identify Contractually Defined Users as defined in Schedule 5.

**Secure Network:** A network which is only accessible to Contractually Defined Users by Secure Authentication.

**Source (of Licensed Material or Parts thereof):** Denomination of the origin of, author of, holder of title in the Licensed Material or Part hereof.

**Subscription Period:** The period nominally covered by the volumes and issues of the Licensed Material as identified in Schedule 4, regardless of the actual date of publication.

**Term:** Period of time reflecting the duration since coming into force of this License Agreement.

Headings contained in this License Agreement are for reference purposes only and shall not be deemed to be indication of the meaning of the clause to which they relate.

Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

## § 2 License grant

The Publisher hereby grants to the Licensee, subject to and in accordance with the terms of this License Agreement, a non-exclusive perpetual licence to access and use the Licensed Material and to allow Contractually Defined Users to access and use the Licensed Material hosted on the Publisher's Platform via Secure Network.

The Publisher hereby grants to the Licensee, subject to and in accordance with the terms of this License Agreement, a non- $\hat{A}$ -exclusive perpetual worldwide (license) right to host the Licensed Material on Licensee's Local Hosting Server or on the server of a third party, and allows the Contractually Defined Users (Schedule 2) and the Licensee to access and use the Licensed Material via Secure Authentication.

The Licensee is further permitted to make such copies or re-format the Licensed Material contained in the archival copies supplied by the Publisher in any way that ensures their future preservation, long-term storage and accessibility in accordance with this Licence, or to commission third parties to perform such measures.

The Publisher hereby grants to the Licensee, subject to and in accordance with the terms of this Licence Agreement, a non- $\hat{A}$ -exclusive perpetual, worldwide licence for the Metadata associated with the Licensed Material for use in local library catalogues, union catalogues, and such other library and information systems including but not limited to search engines of the institutions and third parties. Access shall be granted without restriction to concurrent use.

Multi-year licenses include an option for early termination for the Licensee.

### § 3 Permitted uses

The Licensee may:

Make such local temporary copies of the Licensed Material as are necessary to ensure efficient use of the Licensed Material by Contractually Defined Users, provided that such use is subject to all the terms and conditions of this Licence Agreement;

Provide Contractually Defined Users with an integrated access and index to the Licensed Material and all other similar material acquired from other sources. The Licensed Material or Parts thereof may be compiled, indexed and/or catalogued (including, without limitation, the header data and abstracts) by the Licensee. Anything thereby created or compiled may be integrated into the products and services of the Licensee. Metadata may be integrated into any other library and information system (including but not limited to search engines of commercial corporations provided that the Metadata is not sold, lent, re-licensed, or distributed in any manner that violates the terms and conditions of the licence). The Licensed Material can be integrated without restriction (including, but not limited to) in digital course reserve collections, in virtual research environments in which Licensee participates as well as in the virtual specialised libraries operated by Licensee. Use the Licensed Material to set up value-added services, such as text and data mining to enhance services, to encourage scholarship, teaching and learning and to conduct research by the Licensee according to the following principles, as long as the purpose is not to create a product for use by third parties that would substitute the Licensed Material: Raw data may be extracted from the Licensed Material. Text and data mining may be performed on the unchanged Licensed Material or on extracted data (including but not limited to reproducing, storing, adapting, assembling large collections or extracting substantial portions of data and analysing them). The raw data is research data and may be stored, published and distributed in any medium or form under any licence in order to ensure reproducibility and sustainability, as long as the Licensed Material cannot be reconstructed in its original, human readable form. The Publisher will cooperate with Licensee as reasonably necessary in making the Licensed Material available in a manner and form most useful to the Licensee and Contractually Defined Users. Attribution must be made to the Publisher in an appropriate manner and form.

Supply to a user of another library (whether by post, fa-x or secure electronic transmission) a single copy of an electronic original of an individual document including any supplementary content published in connection to the document.

Run test routines, verifying access to all licensed items. Testing conditions will be clearly defined. Usage generated by test runs will not be part of the usage statistics delivered.

Allow Contractually Defined Users to:

Make such local temporary copies of the Licensed Material as are necessary to ensure efficient use of the Licensed Material, provided that such use is subject to all the terms and conditions of this Licence Agreement;

Access the Licensed Material by Secure Authentication in order to search, retrieve, display and view the Licensed Material; Electronically save Parts of the Licensed Material;

Print out single copies of Parts of the Licensed Material;

Incorporate Parts of the Licensed Material in printed and electronic course packs, study packs, resource lists and in any other material (including but not limited to multi-media works) and/or in virtual and managed environments (including but not limited to virtual learning environments, managed learning environments, virtual research environments and library environments) hosted on a Secure Network. Each item shall carry appropriate acknowledgement of the source, listing title and author.

Incorporate Parts of the Licensed Material in printed or electronic form in assignments and portfolios, theses and in dissertations ("the Academic Works"), including reproductions of the Academic Works for personal use and library deposit. Reproductions in printed or electronic form of Academic Works may be provided to Sponsors of such Academic Works. Each item shall carry appropriate acknowledgement of the source;

Provide single printed or electronic copies of single Parts of the Licensed Material at the request of other individual Contractually Defined Users;

Provide single printed or electronic copies of single Parts of the Licensed Material to third-party colleagues for their scholarly, educational, scientific or research use

Display, download and print Parts of the Licensed Material for the purpose of promotion of the Licensed Material, testing of the Licensed Material, or for training other Contractually Defined Users; Publicly display or publicly perform Parts of the Licensed Material as part of a presentation at a seminar, conference, workshop, or other such similar activity;

Deposit in perpetuity the learning and teaching objects as referred to in § 3.1.b on servers operated by the Licensee or by a third party. The use of such material shall be limited to Contractually Defined Users

Use the Licensed Material to set up value-added services, such as text and data mining to enhance services, to encourage scholarship, teaching and learning and to conduct research by Contractually Defined Users according to the following principles, as long as the purpose is not to create a product for use by third parties that would substitute the Licensed Material: Raw data may be extracted from the Licensed Material. Text and data mining may be performed on the unchanged Licensed Material or on extracted data (including but not limited to reproducing, storing, adapting, assembling large collections or extracting substantial portions of data and analysing them). The raw data is research data and may be stored, published and distributed in any medium or form under any licence in order to ensure reproducibility and sustainability, as long as the Licensed Material cannot be reconstructed in its original, human readable form.

Course packs in non-electronic, non-print perceptible form, such as Braille, may also be offered to Contractually Defined Users;

In case of technical breakdowns (including but not limited to downtimes of the Publisher's Platform or to incorrect administered IP ranges) provide Contractually Defined Users with electronic copies of single Parts of the Licensed Material.

Fulfill requests from other libraries for Licensed Material, a practice commonly called Interlibrary Loan. The Licensee agrees to fulfill such requests in accordance with German copyright law (Act on Copyright and Related Rights, Urheberrechtsgesetz - UrhG, as amended by the Act of September 01, 2017), in particular § 60e UrhG.

#### § 4 Restrictions

Save as provided herein, Licensee and the Contractually Defined Users may not:

Sell or resell the Licensed Material unless the Licensee or a Contractually Defined User has been granted prior written consent by the Publisher to do so;

Remove, obscure or modify copyright notices, text or Source acknowledgment or other means of identification or disclaimers as they appear;

Alter, adapt or modify the Licensed Material, except to the extent necessary to make it perceptible on a computer screen, or as otherwise permitted in this License Agreement. For the avoidance of doubt, no alteration of the words or their order is permitted;

Display or distribute any Part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web, and any other distribution medium now in existence or hereinafter created, other than by a Secure Network or unless permitted in this Licence Agreement;

Use all or any part of the Licensed Material for any Commercial Use or for any purpose other than Educational Purposes.

This clause shall survive termination of this Licence Agreement for any reason.

#### § 5 Responsibilities of the Publisher

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Make the Licensed Material perpetually available to the Licensee and Contractually Defined Users from the commencement of this License Agreement and after termination of this agreement at no additional cost on the Publisher's Platform by Secure Authentication as defined in Schedule 5; Make the Licensed Material available to the Licensee and the Contractually Defined Users at all times and on a twenty-four hour basis (24/7/365), save for routine maintenance, and to restore access to the Licensed Material as soon as possible in the event of an interruption or suspension of the service (the access interruption shall not exceed 1% in total of a calendar year) as defined in Schedule 5;

Ensure that the relevant server or servers have adequate capacity and bandwidth to support the usage of the Contractually Defined Users at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this Licence Agreement, as defined in Schedule 5: Make the Licensed Material (incl. full-text, all digital objects, Metadata) available on request by Licensee for Local Hosting on the Licensee's Hosting Server or on the server of a third party at a nominal cost.

Deliver the Licensed Material to Licensee as specified below

in case of current content provided for Local Hosting immediately after publication;

in case of post-cancellation archival rights six months after cancellation / publication;

in case of withdrawal of Licensed Material or any part of it before removal from Publisher's Platform;

in case of termination of this agreement immediately after termination; in other cases within three months after the request has been made;

Deliver and make accessible the Licensed Material in a format according to the standards as defined in Schedule 5;

The breakdown of the Licensed Material into logical units (e.g. assignment of data records to products or of articles to journals titles) must be reflected by the data delivered:

Supply the correct and complete Metadata as well as updates at the same time when the Licensed Material is made available in machine-readable form (preferably UTF-8), both at no additional costs. The Metadata shall be delivered as specified in Schedule 6.

Provide electronic product documentation to the Licensee free of charge. The Publisher will allow copies of all documentation to be made and distributed by the Licensee to the Contractually Defined Users provided it is either duplicated in full, or a proper ownership acknowledgement and acknowledgement of Source is included;

Maintain the confidentiality of any data relating to the usage of the Licensed Materials by the Licensee and the Contractually Defined Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form without reference to the Contractually Defined Users. Raw usage data, including but not limited to information relating to the identity of specific users

and/or uses, shall not be provided to any third party.

#### § 6 Responsibilities of the Licensee

The Licensee agrees to:

Provide lists of valid IP addresses to the Publisher and update those lists on a regular basis; Use reasonable efforts to provide Institutions und Contractually Defined Users with appropriate notice of the terms and conditions under which access to the Licensed Material is granted under this Licence Agreement.

Issue passwords or other access information only to Contractually Defined Users and use all reasonable efforts to ensure that Contractually Defined Users do not divulge their passwords or other access information to any third party.

Use all reasonable efforts, including without limitation by use of Secure Authentication, to ensure that only Contractually Defined Users are permitted access to the Licensed Material;

The Licensee agrees to:

Use all reasonable efforts to monitor compliance with the terms of this Licence Agreement and notify the Publisher and provide particulars - to the extent that this is not prohibited by existing data protection rules - on becoming aware of any of the following:

Any unauthorized access to or use of the Licensed Material or unauthorized use of any of the institution's password(s); any breach of the terms of this Licence Agreement by a Contractually Defined User. Upon becoming aware of any breach of the terms of this License Agreement, the Licensee further agrees to promptly and fully investigate and initiate disciplinary procedures in accordance with the Licensee's or institution's standard practice and to use all reasonable efforts to ensure that such activity ceases and to prevent any recurrence.

[...]

Annex:

Schedule 1: Guidelines for the Purchase of Publications in the DFG-funded System of Specialised Information Services for Research (DFG form 12.101-12/12)

Schedule 2: List of specified Contractually Defined Users (including possible variations on specified products)

Schedule 3: Calculation of License fees

Schedule 4: List of Licensed Material (including titles and license conditions)

Schedule 5: Standards, Services and Statistics, Method to identify Contractually Defined Users (Secure Authentication) Schedule 6: Bibliographical, structural amp; descriptive data of the Licensed Material (List of Metadata)

Schedule 1:

Guidelines for the Purchase of Publications in the DFG-funded System of Specialised Information Services for Research (DFG form 12.101-12/12). see under: [http://www.dfg.de/formulare/12\\_101/](http://www.dfg.de/formulare/12_101/)

Schedule 2:

List of specified Contractually Defined Users

Participating Institutions

Bayerische Staatsbibliothek

German Higher Education Institutions financed either by public or private funding German national, regional and state libraries

German academic specialist libraries mainly financed by public funding German research institutions mainly financed by public funding German governmental institutions including any of the above mentioned types of German institutions abroad

A list of participating members - which can be widened if required - will be provided to Publisher by Licensee before activation of access to the licensed materials. Licensee will provide details as follows:

Licensing institution name and address Licensing institution contact email address Licensing institution IP Ranges

#### Authorized Users of Participating Institutions

Individuals who are authorized by the Institution to access the Institution's information services whether on-site or off-site via Secure Authentication and who are affiliated to the Institution as a current student (including but not limited to undergraduates, postgraduates and guest students), member of staff (whether on a permanent or temporary basis including retired members of staff and any teacher who teaches Authorized Users) or contractor or registered user of the Institution. Persons who are not currently a student, member of staff, contractor or registered user of the Institution, but who are permitted to access the Institution's information services from computer terminals or otherwise within the physical premises of the Institution ("Walk-In Users") are also deemed to be Authorized Users, only for the time they are within the physical premises of the Institution.

#### Non institutional Access

Individuals who are authorized by the Licensee for access to the Licensed Material via Secure Authentication are deemed to be Authorized Users. Non institutional access of individuals shall be permitted via individual authentication subject to a requirement of residence in Germany.

#### Schedule 3:

##### 1. List of Licensed Material (including titles and license conditions):

The Chernobyl Files: Declassified Documents of the Ukrainian KGB (description at <http://www.eastview.com/files/EVChernobylFiles.pdf>)

Donetsk and Luhansk Newspaper Collection (description at <http://www.eastview.com/files/EVDNRDA.pdf>)

East View Social Movements, Elections and Ephemera e-Collections (for description, see <http://www.eastview.com/online/elections/>):

Belarus Parliamentary Elections, 2012 and 2016

Belarus Presidential Elections, 2010 and 2015 Russia Presidential Elections, 2012

Russia State Duma Elections, 2011 and 2016 South Ossetia Presidential Election, 2011-2012