

Torrossa Platform General Licensing Terms

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The Licensed Materials may be used by Authorized Users exclusively for purposes of research and/or educational and non-commercial use as defined in the Agreement(s) and in compliance with the limitations listed in these GLT.

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- h) Disseminate to third parties all or part of Licensed Material in a manner or magnitude as to act as a replacement for the recipient's or recipient institution's own subscription or purchase of the relevant Licensed Material;
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- a) Licensee undertakes not to violate the Licensor's and/or the Publisher's rights to the commercial use, publication or other legal rights relating to the Platform and the Licensed Materials;
- b) Licensee shall use any reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under these GLT and relative Agreement(s), including any limitation on access or use of Licensed Materials as set forth in these GLT and relative Agreement(s);
- c) Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials nor shall Licensee knowingly permit any unauthorized use of Licensed Materials;
- d) Licensee undertakes to inform the Licensor immediately of any violation of which Licensee becomes aware and to immediately take any reasonable measures necessary to protect the Licensor's and/or Publisher's rights to the Licensed Materials;
- e) On being informed by the Licensor of a possible violation of Licensed Materials the Licensee undertakes to immediately proceed with any appropriate verification and to take any measures reasonably necessary to prevent the continuation of the violation;
- f) In any case, the Licensee shall not knowingly permit Authorized Users to jeopardize the economic interests of the Publisher and/or Licensor and the Licensed Materials and/or Platform;
- g) Furthermore, the Licensee shall not perform any operations that may affect the normal management of the Platform or cause any unjustified damage to the Licensor and/or the Publisher of the Platform and/or the Licensed Materials.

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- a) Licensor warrants that it has the right to license the rights to use Licensed Materials, that it has obtained any and all necessary permissions from the Publisher to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of these GLT shall not infringe the copyright of any third party.
- b) Licensor warrants to have produced Licensed Materials with due care and professionalism;
- c) Licensor undertakes to provide COUNTER-compliant usage statistics and to meet Z39.88 (OpenURL) and Z39.50 (search target) basic standards;
- d) All Licensed Materials have persistent and stable URLs available in the catalogue section of the Platform which the Licensor encourages Licensee and Authorized Users to use to facilitate access to Licensed Material;

- e) Where applicable, Licensor shall use reasonable efforts to ensure that the online content is as complete as print versions of Licensed Materials, representing accurate and timely replications of the corresponding content;
- f) Licensor guarantees that the Platform and the Licensed Materials are free from any defect, virus or technological fault; the Licensor undertakes to correct or eliminate any fault that should occur;
- g) Despite the care and attention paid to producing the Platform and Licensed Materials, the Licensor does not guarantee that they are free of any errors or omissions;
- h) Access to Licensed Materials is granted without any other (implicit or explicit) guarantees or warranties; the Licensee declares that they have viewed and are satisfied with the Licensed Materials;
- i) Licensor does not guarantee that Licensed Materials correspond to the Licensee's expectations.

9. Licensor Performance Obligations

- a) Licensor declares that the server hosting the Licensed Materials is secure, that it meets high standards of availability and offers twenty-four hour access seven days a week. Nonetheless, in no event will the Licensor be liable for interruptions to the online access to Licensed Materials due to force majeure, for technical reasons or for any other reason out of their control;
- b) Licensor shall not be liable for any damages caused to authorized users or third parties;
- c) Within two (2) weeks of the Effective Date of the Agreement(s), Licensor shall make the published Licensed Materials available to Licensee and Authorized Users;
- d) Licensor will provide and maintain help files and other appropriate user documentation;
- e) Licensor will offer reasonable levels of continuing support to assist Licensee in use of the Licensed Materials. Licensor will make its personnel available by email, phone or fax for feedback, problem-solving, or general questions;
- f) Licensor shall use reasonable efforts to ensure that the Licensor's server or servers have sufficient capacity and rate of connectivity to provide the Licensee and Authorized Users with a quality of service comparable to current standards in the scholarly information provision industry in the Licensee's locale. Licensor shall use reasonable efforts to provide continuous service with an average of 98% uptime per month;
- g) The 2% downtime includes periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of additional Licensed Materials as they become available, and downtime related to the failure of equipment or services outside the control of Licensor, including but not limited to public or private telecommunications services or internet nodes or facilities. Scheduled downtime will be performed at a time to minimize inconvenience to Licensee and their Authorized Users. Licensor shall notify Licensee in a timely manner of instances of system unavailability that occur outside the Licensor's normal maintenance window and use reasonable effort to provide advance notice of hardware or software changes that may affect system performance;
- h) If the access to Licensed Materials fails to operate in conformance with the terms of these GLT, Licensee shall immediately notify Licensor, and Licensor shall promptly use reasonable efforts to restore access to the Licensed Materials as soon as possible. In the event that Licensor fails to repair the nonconformity in a reasonable time, Licensor shall reimburse Licensee in an amount that the nonconformity is proportional to the total Fees owed to Licensor by Licensee under the relative Agreement(s).

10. Notification of Modifications of Licensed Materials

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If any such modification makes the Licensed Materials less useful to Licensee or its Authorised Users, Licensor shall reimburse Licensee in an amount that the modification is proportional to the total Fees owed to Licensor by Licensee under the relative Agreement(s).

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The personal data relating to these GLT are collected and handled for the Licensor's internal use, Licensor agrees to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Licensee agrees to maintain the confidentiality of any data relating to the usage of the Licensed Materials by individual Authorised 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. 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.

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In the event that either Party believes that the other has materially breached any obligations under these GLT and relative Agreement(s), or if Licensor believes that Licensee has exceeded the scope of the GLT, such Party shall so notify the breaching Party in writing. The breaching Party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching Party in writing that cure has been effected. If the breach is not cured within the thirty (30) day period, the non-breaching Party shall have the right to terminate these License and/or relative Agreement(s) without further notice.

Upon Termination of these License and/or relative Agreement(s) for cause, access and use of the Licensed Materials by Licensee and Authorised Users shall be terminated. Authorised copies of Licensed Materials may be retained by Authorised Users and used subject to the terms of these GLT and relative Agreement(s) .

In the event of Early Termination permitted by these GLT, Licensee, except if it is the breaching Party, shall be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the relative Agreement(s) from the date of termination.

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