

## C DATA

### Article 1 Applicability

The provisions set out in this section C apply in addition to the general provisions (section A), if NBD Bibliion grants the Customer a right to use digital products, such as databases, CD-ROMs and datasets. In the event of conflict between a provision of the general provisions and a provision of these special conditions, the latter prevail.

### Article 2 Definitions

In this section, terms are defined as follows:

**Digital Products:** the digital datasets and databases of NBD Bibliion, including but not limited to title descriptions, purchase information, bibliographic annotations, Icons, LiteRom, Excerpts base, Current Documentation base, Siso-online, the Keywords thesaurus and the Print programme Media label;

**Authorized Users:** those who pursuant to an agreement between the Customer and NBD Bibliion have lawful access to the Digital Products for personal use;

**Right to Use:** The non-exclusive and non-transferable right to use the Digital Products granted by NBD Bibliion to the Customer, as elaborated in article 6 of these provisions C;

**Home Use:** The access to and consultation of Digital Products outside the environment of the Customer.

### Article 3 Prices and fees

1. The sale, delivery and provision of Digital Products take place at the fees used by NBD Bibliion at the moment of formation of the Agreement, as described in the price list, which can be consulted on its website [www.nbdbibliion.nl](http://www.nbdbibliion.nl) and can be sent to the Customer on request.
2. Subscriptions for Digital Products delivered in subscription form run per calendar year and are invoiced at the beginning of each calendar year by NBD Bibliion for the full calendar year. In so far as a subscription is not taken out at the beginning of the calendar year, the subscription is invoiced, unless otherwise has been agreed, within one month after delivery for the part of the calendar year remaining at the moment when the subscription is taken out.

### Article 4 Access to NBD Bibliion Infrastructure and Digital Products

1. NBD Bibliion provides Access Codes to the Customer by which the Customer can gain access to the NBD Bibliion Server and can consult the Digital Products recorded on the computer systems of NBD Bibliion or, where applicable for the Digital Products concerned, can retrieve or download the Digital Products to its own server or that of its service provider, subject to the provisions of these General Terms and Conditions.
2. The Customer is responsible for the use and the application of the Digital Products within its organization, as well as for monitoring and security procedures and adequate system management.

### Article 5 Intellectual property rights

1. The Customer recognizes that the Digital Products are subject to intellectual property rights. The Customer will not challenge the existence of a substantial investment in the Digital Products in or out of court.

### Article 6 Right to use Digital Products

1. NBD Bibliion grants the Customer a non-exclusive and non-transferable right to use the Digital Products within its own organization and - provided this is explicitly laid down in the Agreement - for Home Use.
2. The right to use only includes the powers that are explicitly granted in these General Terms and Conditions or the Agreement. Otherwise, the Customer is not allowed to disclose, reproduce, change, summarize and/or distribute or make available the Digital Products in any way, in whole or in part, to others than itself or the Authorized Users. In addition, the Customer and the Authorized Users may not dispose of, transfer or sublicense their rights and obligations under this Right to Use to others than themselves.
3. The Customer shall not use the Digital Products for any purpose other than the purpose for which the Right to Use was granted, and the Customer shall in particular:
  - i. use the Digital Products, including but not limited to purchase information, only for the purpose of the decision-making on the creation of collections within the own organization of the Customer;
  - ii. use the Digital Products, including but not limited to bibliographical descriptions, only for inclusion in the own (electronic) catalogue of the Customer;
  - iii. be allowed to search, show, consult and read the Digital Products for own exercise, study and use, and to that end download and/or print insubstantial parts of the Digital Products in unchanged form, and allow the foregoing to Authorized Users;
  - iv. not remove any signs of ownership, title, trademarks, copyright and other industrial or intellectual property rights.

4. NBD Biblion can make new versions and/or releases of the Digital Products available to the Customer. NBD Biblion is obliged to provide support only for the most recent version or release of the Digital Products.
5. The Customer recognizes that a new version or release of the Digital Products can mean a substantial change in terms of quality and/or quantity, in which case the rights of NBD Biblion in the database(s) are renewed.
6. If the product has been made available to the Customer on one or more CD-ROMs, these data carriers always remain the property of NBD Biblion. With respect to them, no sale or transfer of ownership to the Customer takes place, without prejudice to the Customer's obligations with regard to those data carriers and the passing of risk.

## **Article 7 Termination**

1. NBD Biblion is entitled to terminate the Agreement early and with immediate effect if:
  - i. the Customer infringes on the rights of NBD Biblion and/or its licensors, inter alia by full or partial reproduction, distribution, disclosure, provision to third parties, whether or not against payment, of (data contained in) the Digital Products, other than in accordance with the Right to Use;
  - ii. the Customer creates own works making use of (a part of) the content of the Digital Products, provides such works to third parties against payment or otherwise and/or supplements, deforms or changes the data from the Digital Products, or makes available or discloses the Digital Products in a changed form, externally or internally.
2. If NBD Biblion terminates the Agreement pursuant to paragraph 1 of this article, the Customer will remain obliged to pay the fee due, without prejudice to NBD Biblion's right to compensation, performance and other rights and legal remedies accruing to it, and NBD Biblion will not be obliged to refund any fees already paid in whole or in part. NBD Biblion will also never be liable for any compensation because of such a termination.
3. In the event of termination of the Agreement, the Customer shall return the Access Software to NBD Biblion. In addition, the Customer shall return all Access Codes and/or Access Software to NBD Biblion, or destroy them on demand of NBD Biblion. After termination of the Agreement, the Customer will not be entitled to hold copies of the Digital Products and/or the Access Software.

## **Article 8 Liability**

1. Without prejudice to the provisions of article 15 of the general provisions (Section A) of these General Terms and Conditions, NBD Biblion accepts no liability for damage resulting from the use of (the content) of the Digital Products by the Customer, Authorized Users or third parties, or for faults in its own network and that of third parties, performance problems, viruses and/or harmful programme codes in the Digital Products and/or the software of NBD Biblion.
2. NBD Biblion is not responsible for data stored on the systems of NBD Biblion by the Customer and is not liable in the event of mutilation or loss of such data. NBD Biblion periodically makes backups of all data stored on its systems, which can be used in the event of corruption or loss of data. That these backups are made does not affect the Customer's responsibility for keeping own copies of the data it provides to NBD Biblion.
3. NBD Biblion verifies to the best of its ability that the Digital Products and Access Software made available by NBD Biblion do not contain viruses or harmful programme code(s) at the moment when they are made available. NBD Biblion cannot guarantee that it is able to detect all viruses or harmful programme code(s) with the security methods used by it. If a virus or harmful programme code is detected, NBD Biblion will immediately notify the Customer and otherwise do everything reasonably possible to prevent further problems.
4. NBD Biblion does not guarantee that the Digital Products meet the specific requirements and purposes of the Customer.
5. The liability for products and services of third parties is determined by the additional conditions of the third party that apply to those products and services. NBD Biblion is not liable for those products and services or any damage arising from their use for the Customer.