

TEST RUN

“PASSIVE DRM PROTECTION”

A General Agreement exists between subito. Dokumente aus Bibliotheken e.V. (“subito e.V.”) and [Publisher] (“the publisher”) concerning an international Document Retrieval and Delivery Service (“the General Agreement”), which allows subito e.V. and its Supplier Libraries to send copies of copyrighted articles to clients. Section 5 of the General Agreement, in combination with Annex 2, provides for encryption of the transmitted copies by means of so-called Digital Rights Management (DRM) technology.

In a twelve-month test run, the contracting parties wish to modify the sending of copies to certain client groups to the effect that, instead of the “active” DRM protection according to Section 5 of the General Agreement, a “passive” DRM protection—consisting of a watermark in combination with a notation of proprietary right—is used.

1. PASSIVE DRM PROTECTION

No later than three calendar weeks after receipt of this Test Run Agreement, subito e.V. and the Supplier Libraries, when delivering copies of articles electronically, will use “passive” DRM protection instead of the DRM technology named in Annex 2 to the General Agreement (“active DRM protection”). This “passive DRM protection” consists of a watermark, the subject matter of which is the following notice of proprietary right:

„Kopie für Lizenzkunden von subito e.V., geliefert und ausgedruckt für [Name des Bestellers], [Kundennummer].“

“subito e.V. licensed customer copy, supplied and printed for [name of orderer], [client ID].”

2. CLIENT GROUPS WITHIN GALS

The test run includes the following Client Groups* within GALS (**please check**):

Client Groups 1A and 1B

Client Group 2

Client Group 3

* A definition of the Client Groups can be found in the Attachment.

3. **CLIENT GROUPS OUTSIDE OF GALS**

The test run includes the following Client Groups* outside of GALS (***please check***):

Client Group 1

Client Group 2

Client Group 3

4. **OTHER MATTERS**

4.1 This Test Run Agreement **does not expand the usage rights** contractually granted to subito. Clients of subito e.V. are limited, in particular, to the uses of the transmitted electronic copy named under the point "Functionality" in Sections 1 (a) and 2 (b) of Annex 2 to the General Agreement.

4.2 This Test Run Agreement enters into force upon transmission by the Publisher and receipt by subito e.V. Forwarding by fax or as a PDF document is sufficient. The contracting parties amend Section 13.3 of the General Agreement to state that this offer of the Test Run Agreement from the publisher to subito, but not vice versa, and only in this case, is also considered to have been made in writing if the publisher conveys this Test Run Agreement to subito electronically, and that receipt of the statement of acceptance from subito e.V. is not required.

4.3 This Agreement will be in effect for twelve months (basic period), unless it is canceled in accordance with the conditions for early termination contained in the General Agreement. This Test Run Agreement will be extended automatically by twelve additional months at a time (extension period), unless it is canceled in writing by subito e.V. or the Publisher with one month's notice, effective at the end of the basic period or an extension period.

City, date

Name

Function

Signature

Please print out this agreement and send the signed agreement by fax to: +49 (0)30 - 41 74 97 20 or as a PDF copy to info@subito-doc.de.

DEFINITIONS OF THE INDIVIDUAL CLIENT GROUPS

1. CLIENT GROUPS WITHIN GALS

Client Group 1A: Pupils at primary and secondary schools, students (excluding PH.D. students or higher) enrolled at a tertiary education institution, excluding the following: (i) students acting as agents for commercial entities, (ii) Students enrolled in courses of no more than one semester for continuing professional education, (iii) Other employed persons enhancing their career and marketability by means of continuing academic education;

Client Group 1B: Academic staff, PH.D. students, and researchers at tertiary educational institutions or research institutes that are predominantly financed by public means;

Client Group 2: Any person not fitting the description of any of the other categories, including, without limitation, commercial enterprises and natural persons acting on their behalf or in their interest;

Client Group 3: Client Libraries and foreign locations of those German organizations mentioned in Schedule 14 of Addendum No. 1 to the General Agreement;

2. CLIENT GROUPS OUTSIDE OF GALS

Client Group 1: (i) Pupils at primary and secondary schools, (ii) Students and staff in tertiary educational institutions, and (iii) Staff at research institutions financed primarily by public funds; excluding the following: (i) Students and academic staff acting as agents for commercial entities, (ii) Students enrolled in courses of no more than one semester for continuing professional education, (iii) Other employed persons enhancing their career and marketability by means of continuing academic education;

Client Group 2: Any person not fitting the description of any of the other categories, including, without limitation, commercial enterprises and natural persons acting on their behalf or in their interest;

Client Group 3: Client Libraries.