

Allegato n. 8 – TDM

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Text and Data Mining Permission

The Publisher authorizes the Institutions to conduct text and data mining solely for academic or research purposes. The text and data mining must be performed using a Publisher-approved API service, and the Institutions must abide by any limits on load rates and download rates conveyed to the Institutions from time to time. In no event will the Institutions or any of its Authorized Users use or share the results from the text and data mining in a manner that competes with the Subscribed Products, for the use or benefit of any third party, or otherwise harm the economic interest of the Publisher, 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. For the sake of clarity, the Institutions shall not share the results from the text and data mining with any third party.

Text and data mining may be performed on the original Subscribed Products or on data extracted from the raw data available on the Publisher's platform. The extracted or raw data and the text and data mining results may only be stored and analyzed within the Institutions' secure network that is not accessible by any unauthorized third parties.

The text and data mining may only be performed as set forth above. At any time, if the Publisher reasonably determines that the text and data mining is causing an unreasonable burden on the Publisher's network or substantially interferes with other users' access to the Subscribed Products, the Institutions will temporarily suspend such activity upon the Publisher's request, and only resume once the Publisher notifies the Institutions to do so.

After termination of the Agreement, all text and data mining results provided pursuant to this Appendix will continue to be subject to articles 3, 4, 5, 8.1, 8.2, 8.5, 8.6, and 9 of the Contract.