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und

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§ 1 Definitions

1. In this Licence, the following terms shall have the following meanings:

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f. **Licence 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.

g. **Licensed Material:** The material listed in Schedule 2.

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

i. **Metadata:** Bibliographical, structural & descriptive data of the Licensed Material as defined in Schedule 5.

j. **Secure Authentication:** Method to identify Authorised Users as defined in Schedule 4.

k. **Secure Network:** A network which is only accessible to Authorised Users by Secure Authentication.

l. **Subscription Period:** The period nominally covered by the volumes and issues of the Licensed Material as identified in Schedule 2, regardless of the actual date of publication.

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

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a. Make the Licensed Material perpetually available to the Licensee and Authorised Users from the commencement of this Licence Agreement and after termination of this agreement at no additional cost on the Publisher's Server by Secure Authentication as defined in Schedule 4;

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

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

- in case of termination of this agreement immediately after termination;

- in other cases within three months after the request has been made;

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h. 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 Institutions and Authorised Users provided it is either duplicated in full, or a proper ownership acknowledgement is included;

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j. Maintain the confidentiality of any data relating to the usage of the Licensed Materials by the Institutions and its 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 without reference to Authorised Users or Institutions. 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

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

b. Provide lists of valid IP addresses to the Publisher and update those lists on a regular basis;

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2. The licence model and the terms of payments to the Publisher are set out in Schedule 3 hereto.

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- Its own fraud and gross negligence or that of its employees or agents in the course of their engagement.

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