1. KEY DEFINITIONS

1.1

**Authorised Users** Current members of the faculty and other staff of Members (whether on a permanent, temporary, contract or visiting basis) and individuals who are currently studying or doing research at a Member's institution, who are permitted to access the Secure Network from within the Library Premises or from such other places where Authorised Users work or study (including but not limited to Authorised Users' offices and homes, halls of residence and student dormitories) and who have been issued by a Member with a password or other authentication together with other persons, including walk-in users, who are permitted to use a Member's library or information service and permitted to access the Secure Network but only from computer terminals within the Member's Library Premises. This definition of Authorized Users does not include alumni of a Member's institution who do not otherwise meet the criteria set forth in this definition of Authorized Users. [...]
Virtual and Managed Learning Environments (MLEs / VLEs) Software systems designed to include the whole range of information systems and processes for an Institution that contribute directly, or indirectly, to learning and the management of that learning. Services include, but are not limited to, access control, provision of e-learning content, communication tools, and administration of user groups.

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8.3 [...] 

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10.8 The invalidity or un-enforceability of any provision of this Licence shall not affect the continuation or enforceability of the remainder of this Licence. >
10.9 Either party's waiver, or failure to require performance by the other, of any provision of this Licence will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

10.10 This Licence shall be governed by and construed in accordance with German law; the parties irrevocably agree that any dispute arising out of or in connection with this Licence will be subject to and within the jurisdiction of the courts of Germany.

[...]