National Digital Back File Archive Licence Agreement

American Physiological Society - Nationallizenz 2009

§ 1 Definitions

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e. **Educational Purposes**: the use for the purpose of education, teaching, distance learning, private study and/or research.

f. [...] 

g. [...] 

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i. [...] 

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[...]

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2. This Licence shall be deemed to complement and extend the rights of Licensee, the Institutions and Authorised Users under United States Copyright Law and other applicable legislation in the United States and nothing in this Licence Agreement shall constitute a waiver of any statutory rights held by the Institutions and Authorised Users from time to time under these Legislations or any amending legislation.

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e. Use all or any part of the licensed material for any Commercial Use or for any purpose other than Educational Purposes.

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

[...]

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- The Licensee co-operates fully with the Publisher in the defence or settlement of such claim; and

- The Publisher has sole and complete control over the defence or settlement of such claim.

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7. Save as provided for in Clause 10.1, neither the Licensee nor the Publisher will be liable to the other in contract or negligence or otherwise for

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- Loss of direct or indirect profits, business, contracts, revenue or anticipated savings or for any increased costs or expenses.

8. No party limits its liability for

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

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1. Either party's failure to perform any term or condition of this Licence Agreement as result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities ["Force Majeure"] shall not be deemed to be, or to give rise to, a breach of this Licence Agreement.

2. If either party to this Licence Agreement is prevented or delayed in the performance of any of its obligations under this Licence Agreement by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused from the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

[...]