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1.3 [...] 

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[...]

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3.1.5 remove, bypass, circumvent, neutralise, or modify any of the technological protection measures used for the Licensed Materials.

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3.3 Before the Licensee makes available any of the Licensed Materials to the Authorised Users, the Licensee shall require that all Authorised Users accept end user terms and conditions of use of the Licensed Materials that:

(1) require Authorised Users to comply with all applicable laws in using the Licensed Materials;

(2) state that the Licensed Materials being supplied are only for the Authorised User's personal use;

(3) prohibit reproduction or distribution of Licensed Materials that violates applicable law;

(4) contain a reservation for the Licensor of all Intellectual Property and other rights in the Licensed Materials; and

(5) Set out the limitations on access and use of the Licensed Materials as set forth in this Agreement, (collectively, the "Terms of Use"). The Licensee shall provide a copy of such Terms of Use to the Licensor should this be requested by the Licensor.

4. Access to the Licensed Materials and hosting

4.1 Upon the Effective/Publication Date and providing the Licensee has returned a signed copy of this Agreement and given all necessary information to the Licensor to enable the Licensor to make the Licensed Materials available to the Licensee, the Licensor shall make the Licensed Materials available to the Licensee at the price specified by the Licensor in the Licensor's quote.

4.2 Access to the database will be set up for the registered users of the Licensee via IP-Authentication. Access is for an unlimited number of simultaneous users and includes remote access.

4.3 In relation to data mining projects, on written request and subject to the Licensee complying and continuing to comply with the provisions of this Agreement, the Licensor will make available in XML format the document level metadata and, where available, a full text data set contained within the Licensed Materials (the "Data") for data/text mining purposes. To ensure data security the delivery method will be at the sole discretion of the Licensor. The Licensee shall treat the Data as confidential information in accordance with Section 9 of this Agreement, shall only use the Data in accordance with the permitted purposes as set out in this Agreement and shall not permit any third party to use the Data.

[...]
6.4 [...] 

9. Protection of the Licensed Materials

9.1 The Licensee shall use the best available practices and systems applicable with regard to the use of the Licensed Materials to:

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(2) prevent, and take prompt and proper remedial action ("Abhilfemaßnahmen") against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Licensed Materials.

9.2 If the Licensee becomes aware of any potential or actual infringement or misuse of any Licensed Materials, or any security breach in connection with this Agreement that could compromise the security or integrity of the Licensed Materials or otherwise adversely affect the Licensor, the Licensee shall promptly notify the Licensor and fully co-operate with the Licensor to remedy the issue as soon as reasonably practicable. The Licensor may suspend the Licensee's rights under this Agreement until the infringement, misuse or security breach is remedied.

[...] 

[...] 

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