1. Grant of Licence for Licensed Materials and Licence Fee

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1.4 Save for the rights granted by the Licensee to the Authorised Users, the Licensee shall not grant sub-licences, in whole or in part, of any of the rights granted under this Agreement, or sub-contract any aspects of exploitation of the rights licensed to it, without the Licensor's prior written consent.

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2.2 For the purposes of this Agreement 'Authorised Users' include:

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- Academic specialist libraries mainly financed by public funding
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- Governmental institutions
- Diocesan libraries and regional church libraries in Germany
- Including any of the above-mentioned types of German institutions abroad
- Participating Institutions
A list of Participating Institutions - which can be widened if required - will be provided to the Licensor by the Licensee before activation of access to the licensed materials. Licensee will provide details as follows:

- Licensing institution name and address
- Licensing institution contact email address
- Licensing institution IP Ranges

(2) Individuals who are authorised by the the Licensees or the Participating Institution to access the Institution's information services whether on-site or off-site via Secure Authentication and who are affiliated to the Institution as a current student (including but not limited to undergraduates, postgraduates and guest students), member of staff (whether on a permanent or temporary basis including retired members of staff and any teacher who teaches Authorised Users) or contractor or registered user of the Institution. Persons who are not currently a student, member of staff, contractor or registered user of the Institution, but who are permitted to access the Institution's information services from computer terminals or otherwise within the physical premises of the Institution ("Walk-In Users") are also deemed to be Authorised Users, only for the time they are within the physical premises of the Institution.

(3) Non institutional Access

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3. Restrictions on Use of Licensed Materials

3.1 Save as set out in this Agreement, the Licensee shall not:

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3.1.2 modify, change or develop the Licensed Materials in any way or create a derivative work of the Licensed Materials;

3.1.3 remove, obscure or modify any copyright, trade mark or other notices included in the Licensed Materials;

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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 Institution makes available any of the Licensed Materials to the Authorised Users, the Institution shall use industry standard practices and systems available to ensure that all Authorised Users are aware of 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 Date and providing the Licensee has returned a signed copy of ....

4.2 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.

4.3 The provisions set out in Appendix B are part of this Agreement.

[...]

8. Suspension of access to Authorised Materials

8.1 In the event of any unauthorised use of the Licensed Materials by an Authorised User or the Licensee, the Licensor may suspend or terminate the relevant Licensee's access to the Licensed Materials until the circumstances of unauthorised use are resolved to the Licensor's satisfaction, and/or terminate this Agreement in relation to the breaching Licensee if, after serving a written notice on the Licensee identifying the nature of the breach, the Licensee does not remedy the breach within a period of thirty (30) days after the receipt of the written notice. However nothing in this License Agreement shall make the Licensee liable for breach of the terms of this License Agreement by any Authorized User provided that the Licensee did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred. In case of breach by a single Licensee Licensor may only terminate the Agreement or suspend access vis-à-vis the respective Licensee committing the breach. For the other Licensee the agreement remains intact and access is unaffected.>

(1)

(2)

[...]

13. Permanent Archival Access

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[...]
Appendix B

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