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f. [...]

g. [...]

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i. [...]

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[...]

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- b. Provide lists of valid IP addresses to the Publisher and update those lists on a regular basis, the frequency of which will be agreed by the parties from time to time;
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2. The Licensee undertakes to the Publisher that the computer system through which the licensed material will be used is configured, and procedures are in place, to prohibit access to the licensed material by any person other than an Authorised User, that it shall inform the Authorised Users about the conditions of use of the licensed material, and that during the term of this Licence Agreement, the Licensee will make best efforts to bar non-permitted access and to convey appropriate use information to its Authorised Users.

§ 7 Licence Fee

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

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5. The Licensee agrees to notify the Publisher immediately, provide full particulars in the event that it becomes aware of any actual or threatened claims by any third party in connection with any works contained in the licensed material and do all things reasonably required to assist the Publisher in such claims. It is expressly agreed that upon such notification, or if the Publisher becomes aware of such a claim from other sources, the Publisher may remove such work(s) from the licensed material. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a material breach of this Licence Agreement.

6. Nothing in this Licence Agreement shall make the Licensee or an Institution liable for breach of the terms of this Licence Agreement by any Authorised User provided that the Licensee or the Institution did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred. Nothing in this Licence Agreement shall make the Licensee liable for breach of the terms of the Licence Agreement by any Institution provided that the Licensee did not cause, knowingly assist or condone the continuation of such breach to continue after becoming aware of an actual breach having occurred.

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

§ 11 Force majeure

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.

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