# Digital Peer Publishing Licence (DPPL)

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# **Preamble**

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### § 1: Definitions

The following terms shall be used in the license agreement with the following standard meanings:

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## § 2: Granting of Rights to Use

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- (3) You may not use any combination of the Work with other content.

# Clause 4: Conclusion and Termination of this Agreement; Reservation of Statutory Rights

### § 9: Conclusion

The text of this licence constitutes an offer made to You, intended for the conclusion of a license agreement under the terms and conditions specified in this license agreement. You do accept the offer by exercising the rights listed in § 2 of the agreement. Notice of acceptance does not need to be sent to the Licensor.

## § 10: Termination of Rights to Use

- (1) In case You violate the obligations set forth in §§ 2 thru 8 of this agreement, the rights to Use granted to You by the Licensor under this agreement shall automatically become invalid. You may then no longer Use the Work. If you comply with the terms of this license you may conclude a new licence agreement.
- (2) The rights of beneficial Use of third parties who have attained the Work from You shall not be affected by a devolution of the rights to Use.

# § 11: Reservation of Statutory Rights

- (1) The subject-matter of this licence shall be exclusively the granting of rights to Use in order to make the Work available to the public or to individuals in electronic form. Such beneficial rights to use the Work resulting from the statutory restrictions of copyright, for example reproduction for private use, quotation rights, etc., shall not fall under the scope of this licence. It is not necessary to conclude this license agreement in order to make legal use of such rights.
- (2) Statutory remuneration rights arising from a use of the Work according to paragraph 1 and administered by collecting societies (e.g. royalties on blank recording media) are reserved.

# **Clause 5: Liability and Warranty**

# § 12: Liability and Warranty

The Licensor's liability towards You is limited to fraudulent concealment of defects.

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In case claims for damages and/or litigation costs are asserted against the parties of this agreement, either individually or jointly, by third parties on the basis of the content of the Work, each party shall be proportionally liable corresponding to the ratio of its own fault.

The licensee shall bear sole liability if the Licensor has included into the Work a source where subsequent corrections are listed, and if the content comprising the subject-matter of the asserted third-party claim has already been corrected or deleted in this source at the time of the infringing act.

# **Clause 6: The License Agreement**

## § 14: Relationship of the Language Versions

This license agreement has been drawn up in German and English. Both versions shall be equally binding. It shall be assumed that the terms used in the license agreement have the same meaning in both versions. Should differences or uncertainties arise, however, such meaning shall prevail which best aligns the versions with each other, under consideration of the objective and purpose of the license agreement.

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# **Annex**

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