

Annals of Mathematics Electronic License Agreement

Annals of Mathematics, Fine Hall-Washington Road, Princeton University, Princeton, NJ 08544-1000, USA. Fax: 1-609-258-1367 Phone: 1-609-258-4191.

By this Agreement, the Annals of Mathematics grants a license to subscribe on the Internet to the journal on-line above, subject to the terms and conditions set forth in the following paragraphs, all of which are hereby agreed to between the Annals of Mathematics and the subscriber.

Subscriber Information (Please type or print legibly)

Subscriber: _____

Address: _____

Contact Person: _____

Phone: _____ Fax: _____

Email: _____

Subscription Agent: _____

Institution's IP address range: _____

Proxy server IP address: _____

(see use restrictions under Scope of License)

Please read the **Terms and Conditions**. By signing below you certify that you have read and agree to abide by all such **Terms and Conditions**. For non-individual subscriptions, you certify that you are authorized to sign this form on behalf of your institution. For personal subscriptions, by signing below you certify that you have read and agree to abide by all such **Terms and Conditions**.

Authorized signature _____

Name of Authorized signer (type or print) _____

Title of authorized signer (type or print) _____

Date _____

Bill to (if different from "Subscriber" address)

Phone: _____ Fax: _____

Email: _____

Terms and Conditions

1. Scope of License

Institutional Subscriber Use Restrictions

The subscription includes authorization by means of the institution's IP address to allow site-wide online access by authorized users via multiple connections. If a proxy server is being registered for access, the subscriber agrees to maintain the security of the access by authenticating authorized users before allowing use of the proxy to any remote or on-site user.

Authorized users must be employees, faculty, staff, or students officially affiliated with the subscriber, or authorized on-site patrons of the subscriber's library facilities. Sites may be academic or nonacademic. For academic institutions, different campuses are considered different sites even if they are within the same city. Departments or libraries of the same campus are considered part of the same site. For nonacademic institutions, sites are defined as geographically separate units, even if they are within the same city. Each branch, office, or laboratory is a different site.

This subscription entitles authorized users to access the Annals of Mathematics electronic journal and:

- a. make searches of the Annals of Mathematics electronic journal to which they subscribe
- b. download search results to hard disk or diskette. Authorized users who do download articles must maintain all copyright and other notices on the articles.

The downloading of an entire journal issue or complete journal volume in a systematic fashion is strictly prohibited.

The subscriber will exercise reasonable efforts to ensure that access to and use of the Annals of Mathematics is limited to Authorized Users. Provision for sharing by the subscriber of the electronic version of Annals of Mathematics articles with persons outside the subscriber's campus or institution, or with other institutions affiliated with the subscriber may be negotiated between the Annals of Mathematics and the subscriber (with or without additional subscription fees being required by the Annals of Mathematics). Any such amendments will not be valid unless attached in writing to this License Agreement.

Interlibrary Loan options: Choose an ILL option from A or B and indicate your choice below:

Option A

Institutions may use hard copies derived from the electronic edition of the publications for the purpose of inter-library loan with the same limitations that apply to copies for that purpose made from the print edition of the journal. Specifically, copies must be made in compliance with Section 108 of the Copyright Act of the U.S. and be within the CONTU guidelines or similar restrictions to "fair use" provisions under copyright law. Authorized users who do print articles must maintain all copyright and other notices on the printed articles.

Option B

Institutions may use electronic copies of journal articles from the electronic edition of the publications for the purpose of inter-library loan with the same limitations that apply to paper copies for that purpose made from the print edition of the journal. Specifically, copies must be made in compliance with Section 108 of the Copyright Act of the U.S. and be within the CONTU guidelines or similar restrictions to "fair use" provisions under copyright law. Authorized users who do print articles must maintain all copyright and other notices on the electronic versions of the articles. Electronic transmission of journal articles is allowed unless, as a purpose or effect of such, the library receiving such copies does so in such quantities as to substitute for a subscription.

Interlibrary loans are restricted to academic libraries for educational purposes. The subscriber agrees to track such electronic interlibrary loans and report them (including name of the requesting school/library and # of articles requested) to the Annals of Mathematics at the Annals of Mathematics' request.

2. Term and Fees

This Agreement will last through the end of the calendar year in which the subscription first becomes effective. This Agreement is signed and will remain in effect thereafter for successive calendar years so long as annual subscription fees are paid. Either party may terminate this Agreement, effective on the next renewal date, by at least 30 days written notice to the other party.

The annual fee for this subscription may be raised by written notice to the subscriber. The fee for each year this Agreement is renewed must be paid on or before the renewal date or the renewal will be invalid.

3. Support

The Annals of Mathematics will provide the subscriber with email and/or telephone support service during the Annals of Mathematics' normal business hours (Monday-Friday, 9:00am to 4:30 p.m., ET). The email address for support questions is annals@math.princeton.edu; the telephone number for support is 1-609-258-4191.

4. Copyright

The Annals of Mathematics electronic journal and its content are subject to copyright, database protection, and other rights of the publisher (the Annals of Mathematics) under the laws of the United States and the country of use.

The subscriber acknowledges that it has no claim to ownership by reason of its use of or access to the Annals of Mathematics electronic journal. Downloading of data is permitted solely for subscriber's internal use to the same extent as the printed version of the publication. Recompiling, publication or republication of the data, or any portion thereof, in any form or medium whatsoever, may be done only with specific written permission from the Annals of Mathematics.

5. Suspension or Termination of Access

The Annals of Mathematics reserves the right to suspend and/or terminate access to the Annals of Mathematics electronic journal without prior notice if subscriber violates any term of this Agreement. Any use of the electronic journal beyond the scope of the License or any fraudulent, abusive, or otherwise illegal activities may be grounds for termination of access. The foregoing includes but is not limited to activity that may burden the Annals of Mathematics' server(s), such as computer programs that automatically download content, commonly known as robots, spiders, crawlers, wanderers or accelerators.

6. Disclaimer of Warranties

- a. The Annals of Mathematics has made and will make good faith efforts to ensure that the Annals of Mathematics electronic journal is complete and accurate. However, the Annals of Mathematics does not warrant completeness or accuracy, and does not warrant that the subscriber's use of the Annals of Mathematics electronic journal will be uninterrupted or error-free, or that the results obtained will be useful or will satisfy the subscriber's requirements.
- b. The Annals of Mathematics warrants that it is entitled to grant the licenses outlined in this Agreement. **The Annals of Mathematics makes no other warranties or representations of any kind, expressed or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.**
- c. The subscriber will be permitted to access the Annals of Mathematics electronic journal at any time. The Annals of Mathematics will not be liable for any delay, down time, or other failure of performance, but will use reasonable efforts to correct any performance problem brought to its attention.
- d. The Annals of Mathematics will not be responsible for incidental, consequential, or any other damages arising out of or in connection with the service or materials provided hereunder.
- e. The subscriber assumes the sole responsibility for all use of the Annals of Mathematics electronic journal and agrees to indemnify and hold the Annals of Mathematics harmless from any liability or claim of any person arising from such use.

7. General

- a. This Agreement constitutes the entire agreement of the parties and supersedes any prior communication between the parties with respect to the subject matter hereof. Only a written instrument signed by both parties may amend it. Without limitation of the foregoing, any purchase order or other instrument that the subscriber may issue for the Annals of Mathematics electronic journal is for the subscriber's internal purposes only and will in no way modify, add to or subtract from the terms and conditions provided herein.
- b. The subscriber may not assign or transfer its rights under this Agreement.
- c. This Agreement will be governed by the laws of the State of New Jersey applicable to agreements entered into and fully performed in the State of New Jersey. Any action arising out of or relating to this Agreement or the Annals of Mathematics electronic journal may be brought in courts situated in New Jersey, and the parties consent to the jurisdiction of such.

In addition to paragraphs 2 through 7 above, an individual subscriber further agrees to the following:

Scope of License

Individual Subscriber Use Restrictions

The subscription includes one (1) User-ID and a password to allow online access from any site by the authorized user.

This subscription entitles an individual subscriber to access the Annals of Mathematics electronic journal to:

- a. make searches of the Annals of Mathematics electronic journal to which they subscribe
- b. make one or more copies in hard copy form of the output of any search; such copies may not be sold and may not be distributed to anyone who is not an authorized user; and
- c. download search results to hard disk or diskette, provided that such data are not made available to anyone who is not an authorized user.
- d. Individual subscribers who do print articles must maintain all copyright and other notices on the printed articles.

The downloading of an entire journal issue or complete journal volume in a systematic fashion is strictly prohibited.

An individual subscriber may not make the Annals of Mathematics electronic journal available to anyone whether by telephone link, Internet connection, or by permitting access through his or her terminal or computer, or by other similar or dissimilar means or arrangements.

The subscriber is solely responsible for all security, and all use (including unauthorized use), of the subscriber's User-ID and password.