

Society for Industrial and Applied Mathematics

# ONLINE E-BOOK LICENSING AGREEMENT

*<http://epubs.siam.org/ebooks>*

By this Agreement between the Society for Industrial and Applied Mathematics (SIAM) and the Institution named below, SIAM grants access to SIAM e-books, subject to the terms and conditions set forth in paragraphs one through six, all of which are hereby agreed to between SIAM and the Institution.

## Institution Information

Name of Institution \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

## Shipping Address Used by SIAM:

Name of Institution \_\_\_\_\_

Address \_\_\_\_\_

SIAM Customer # \_\_\_\_\_

**Name of Agent** (if order placed through an agent): \_\_\_\_\_

Institution's IP address\*: \_\_\_\_\_

*\*For assistance contact your computer services department. Attach a separate sheet if more space is needed.*

## 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 and that you are authorized to sign this form on behalf of your institution.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title of Authorized Signer \_\_\_\_\_

Library Contact Person \_\_\_\_\_

E-mail \_\_\_\_\_ Phone \_\_\_\_\_

## Return completed Agreement to:

*SIAM, Attn: Customer Service Dept., 3600 Market Street, 6th Floor, Philadelphia, PA 19104-2688 USA*

*Fax +1-215-386-7999 • <http://epubs.siam.org/ebooks>*

# TERMS and CONDITIONS

## 1. Scope of License. Institutional Subscriber Use Restrictions.

Under this Agreement, Institution is granted a nonexclusive, revocable (irrevocable if perpetual access is purchased), nontransferable license to access SIAM's e-books over the Internet via the Institution's Internet Protocol addresses (IP addresses). Authorized Users must be employees, faculty, staff, and students officially affiliated with the Institution and authorized clients of the Institution's library facilities. This includes occasional users who access SIAM e-books through stations physically located on the site and under the control and administration of the Institution. Authorized Users includes persons affiliated with remote sites or campuses of the Institution that are administered from the Institution's site or campus, but not persons affiliated with remote sites or campuses that have separate administrative staffs.

This subscription entitles Authorized Users to access SIAM e-books.

Subscribers may supply to an authorized user of another library (whether by post, fax, or secure electronic transmission, using Ariel, ILLIAD's Odyssey component or its equivalent, whereby the electronic file is deleted immediately after printing) a single paper copy of an electronic original of an individual document.

An Authorized User may not make SIAM e-books available electronically to anyone other than another Authorized User, whether by telephone link or by permitting access through a terminal or computer or by any other means or arrangement.

This Agreement is enforceable only against and by the parties who have executed it; the Agreement neither creates nor restricts rights in third parties. SIAM understands that the Institution is unable to practically enforce the terms of the Agreement for third parties. However, SIAM asks that the Institution agree to make reasonable efforts to take appropriate action should they become aware of any misuse that would violate the terms of the agreement and that the Institution continue to promote an environment that does not allow for abuse of the terms of the Agreement.

## 2. Terms and Fees.

**Annual Subscription** – This Agreement will last through the end of the calendar year in which access first becomes effective. This Agreement will remain in effect thereafter for successive years so long as annual subscriptions are purchased. If annual subscription is not renewed, the Authorized User may continue to have access to books included in the annual subscription years through Portico or User may purchase a DVD of these books through SIAM.

**Perpetual Access** – This Agreement will remain in effect in perpetuity; i.e. perpetual access to back titles and titles published in the years Perpetual Access is purchased. There will be no additional fees provided that the Institution a.) Subscribes annually to access e-books published during successive years, or 2.) Pays a \$300 annual maintenance fee. This fee shall be waived if the Institution subscribes to one or more SIAM journals each year.

**Perpetual access combined with an Annual Subscription** – This Agreement will remain in effect in perpetuity; i.e. perpetual access to back titles and titles published each year an Annual Subscription is purchased. If Annual Subscription is cancelled, access will continue via Scitation if Institution pays a \$300 annual maintenance fee. This fee shall be waived if the Institution subscribes to one or more SIAM journals each year.

Any new terms and/or condition required by SIAM will be shared with the Institution 30 days in advance. Both SIAM and the Institution have the right to terminate this Agreement by written notice of at least 30 days. Institution shall use commercially reasonable efforts to implement and maintain the security and control protocols and procedures needed to comply with the terms of this Agreement. Upon becoming aware of any unauthorized access or use, the Institution shall promptly take the appropriate steps to ensure such activity ceases and does not recur. If notified by SIAM of suspected unauthorized use or access, Institution shall cooperate with SIAM and respond promptly to investigate, correct, and report back to SIAM measures taken. In the event of any unauthorized use of the Licensed Materials, SIAM reserves the right to terminate without prior notice the access of the specific IP address (es) from which such unauthorized use occurred. SIAM will use reasonable efforts to

provide advance notice to the Institution and will reinstate access when SIAM is satisfied that the necessary corrective actions have been completed by the Institution. In the event that the Institution does not take such corrective action, SIAM reserves the right to suspend or terminate access to SIAM e-books for all Authorized Users.

## 3. Technical Assistance and Customer Support

Technical assistance and customer support can be obtained Monday through Friday, excluding holidays, from 9:00 a.m. to 4:30 p.m. ET by calling 215-382-9800 or by sending e-mail to [epsupport@siam.org](mailto:epsupport@siam.org).

## 4. Copyright.

SIAM is the owner of all right, title, and interest, including copyright, translation rights, redistribution rights, and the right to produce the material in alternate media, for any and all material that can be accessed under this Agreement. SIAM e-books and their content are subject to copyright, protections, and other rights of the publisher (SIAM) under the laws of the United States and the country of use.

The Institution acknowledges that it has no claim to ownership by reason of its use of or access through subscription to SIAM e-books. Downloading or photocopying of the data is permitted for personal or educational use to the same extent as the print edition of the books. Other recompiling, copying, 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 SIAM

## 5. Disclaimer of Warranties.

SIAM warrants that it has the authority to grant the License as described in this Agreement. SIAM has made and will make reasonable efforts to ensure that SIAM e-books are complete and accurate. However, SIAM does not warrant their completeness or accuracy and does not warrant that the Institutions or any Authorized User's use of SIAM e-books will be uninterrupted or error free, or that the results obtained will be useful or will satisfy the Institution's or any Authorized User's requirements.

SIAM MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

**Liability.** Institution's sole and exclusive remedy for damages and or loss in any way connected with this License shall be limited to the amount of the License or Purchase Fee. UNDER NO CIRCUMSTANCES SHALL SIAM BE LIABLE TO INSTITUTION OR ANY OTHER PERSON, INCLUDING BUT NOT LIMITED TO AUTHORIZED USERS, FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF INABILITY TO ACCESS SIAM'S E-BOOKS OR ERRORS OR INACCURACIES IN THE E-BOOK CONTENT.

**Delays.** Neither party shall be responsible for delay or failure in performance resulting from acts beyond the control of such party. Such acts shall include, but not be limited to, an act of God; an act of war, riot, epidemic, fire, flood, other disasters; or an act of government.

## 6. General.

a. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings. The various headings in this Agreement are informational only and do not limit the scope or content of the subject matter contained therein. No waiver, amendment, or modification of this Agreement shall be effective unless it is in writing and signed by the parties hereto.

b. The Institution may not assign or transfer its rights under this Agreement.

c. Should any provision of this Agreement be held to be void or unenforceable, the remaining provisions shall remain in full force and effect to be read and construed as if the void or unenforceable provisions were originally deleted.

d. The validity, interpretation and performance of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, excluding that body of laws dealing with conflict of laws. Venue shall be the courts of competent jurisdiction located in the Eastern District of Pennsylvania

SOCIETY FOR INDUSTRIAL AND APPLIED MATHEMATICS

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

SIAM USE ONLY:		
Inst: _____	Acct: _____	
_____	Mnemonic _____	