



Mathematical Sciences Publishers,

2000 Allston Way # 59; Berkeley CA 94701-4004; United States; email: contact@msp.org

Electronic Journal License Agreement

By this Agreement, Mathematical Sciences Publishers (MSP), a California nonprofit corporation, grants a license to subscribe on the Internet to the MSP-owned or MSP-distributed journals listed below (hereon, "Journals"), subject to the terms and conditions set forth in the following paragraphs, all of which are hereby agreed to between MSP and the Subscriber.

SUBSCRIBER INFORMATION

Subscribing Institution: _____

Address: _____

Contact Person: _____

Title: _____

Phone: _____

Email: _____

Institution's IP address range: _____

Proxy server IP address: _____

SUBSCRIPTIONS

INITIAL SUBSCRIPTION

The Journals to which the Subscriber initially subscribes are:

- Algebra & Number Theory* (SUBSCRIBE TO OPEN)
- Algebraic & Geometric Topology* (SUBSCRIBE TO OPEN)
- Algebraic Statistics*
- Analysis & PDE* (SUBSCRIBE TO OPEN)
- Annals of K-Theory*
- Communications in Applied Mathematics and Computational Science*
- Geometry & Topology* (SUBSCRIBE TO OPEN)
- Innovations in Incidence Geometry*
- Involve, a Journal of Mathematics*
- Journal of Mechanics of Materials and Structures*
- Mathematics and Mechanics of Complex Systems*
- Moscow Journal of Combinatorics and Number Theory*
- Pacific Journal of Mathematics* (SUBSCRIBE TO OPEN)
- Probability and Mathematical Physics*
- Pure and Applied Analysis*
- Tunisian Journal of Mathematics*

For the *Pacific Journal of Mathematics* journal, MSP grants this license on behalf of Pacific Journal of Mathematics, a California nonprofit corporation; P.O. Box 4163, Berkeley CA 94704-0163, United States.

INITIAL SUBSCRIPTION YEAR

The initial subscription year to which this agreement applies is _____ .

TERMS AND CONDITIONS

SCOPE OF LICENSE

Under this Agreement, the Subscriber is granted a nonexclusive, revocable, nontransferable right and license to access and use the subscribed Journals, made available to the Subscriber on the World Wide Web via the Subscriber's Internet protocol addresses (IP addresses), and, in connection with the foregoing, to permit the Subscriber's Authorized Users to access the Journals and make the uses described below.

"Authorized Users" are the employees, faculty, staff, and students officially affiliated with the Subscriber or patrons of the Subscriber's library facilities. This includes occasional users

who access the Journals through stations physically located on the site and under the control and administration of the Subscriber. Authorized Users also includes persons affiliated with remote sites or campuses of the Subscriber that are administered from the Subscriber's site or campus, but not persons affiliated with remote teaching campuses that have separate administrative staffs.

In addition, the Subscriber's library facilities are permitted to share hard or electronic copies derived directly or indirectly from the electronic edition of the Journals 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 Journals. Specifically, copies must be made in compliance with Section 108 of the Copyright Act of 1976 and with guidelines developed by the National Commission on New Technological Uses of Copyrighted Works (CONTU Guidelines), the text of which is available as part of U.S. Copyright Office Circular 21.

AUTHORIZED USE

A subscription to any of the Journals grants access to the full text of the journal titles for educational, research, and personal use by the faculty, staff, students, alumni, library patrons and other Authorized Users. Distance learners, alumni, and other off-campus affiliates may access the content if their Internet access is through the campus network or via a secure proxy server. Users may download and print articles for personal use and archive contents on their own personal computers.

An Authorized User or the Subscriber may not make articles from the Journals available to anyone other than another Authorized User. Authorized Users must maintain all copyright and other notices on the articles at all times. The downloading of an entire journal issue or complete journal volume in a systematic fashion is strictly prohibited.

Subscriber may fulfill requests from other institutions both domestically and internationally for full text content via interlibrary loan in conformance with Title 17 of the U.S. Code, section 108 of U.S. Copyright Law. Interlibrary loans are restricted to academic libraries for educational purposes. Subscribers and Authorized Users may not disseminate contents from a Journal outside the institution by any means, except as noted above, or for purposes of Scholarly Sharing (that is, Authorized Users may transmit to a third-party colleague, in hard copy or electronically, minimal, insubstantial amounts of the Journal content for personal use or scholarly, educational, or scientific research or professional use, but in no case for re-sale.) In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from the Journal content in the Authorized User's own scientific, scholarly and educational works.

The Subscriber is responsible for taking reasonable measures to prevent access by unauthorized persons to its IP addresses, and is responsible for terminating any unauthorized access of which it has actual notice or knowledge. The Subscriber will not be held responsible for uses of the subscribed Journals that are contrary to the guidelines stated above, provided that such uses are without its express or implied consent, and provided that it promptly notifies MSP of any such use of which it becomes aware, and takes all reasonable steps to terminate such activity. The Subscriber agrees to cooperate with MSP in any investigation of unautho-

rized access or use. MSP will not bring an action against an Authorized User without first consulting the Subscriber.

COPYRIGHT

The Journals and their contents are subject to copyright and other rights of the publisher 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 Journals. Downloading of articles is permitted solely for Subscriber's internal use to the same extent as the printed version of the publication. Recompiling, publication or republication of articles, or any portion thereof, in any form or medium whatsoever, may be done only with specific written permission.

SUSPENSION OR TERMINATION OF ACCESS

MSP reserves the right to suspend and/or terminate access to the Journals without prior notice if the Subscriber or its Authorized Users violate any term of this Agreement. Any use of the Journals beyond the scope of this Agreement, or any fraudulent, abusive, or otherwise illegal activities may be grounds for termination of access.

RENEWAL

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 for at least one Journal. Upon such renewal, this Agreement will apply to the selection of Journals for which the Subscriber pays subscription fees, which may be different from the Initial Subscription above. Either party may terminate this Agreement, effective on the next renewal date, by at least 30 days written notice to the other party.

WARRANTIES. LIMITATION OF LIABILITY

The disclaimers and limitations stated in this agreement apply not only to the Subscriber as such but to all Authorized Users.

- (a) MSP and the journal owners have made and will make good faith efforts to ensure that the Journals are complete and accurate. However, MSP or the journal owners do not warrant completeness or accuracy, and do not warrant that the Subscriber's use of the Journals will be uninterrupted or error-free, or that the results obtained will be useful or will satisfy the user's requirements.
- (b) To ensure long-term preservation and availability, MSP archives its content with Controlled "Lots of Copies Keep Stuff Safe" (CLOCKSS, <https://www.clockss.org>).
- (c) MSP warrants that it is entitled to grant the licenses outlined in this Agreement, but 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.
- (d) The Subscriber will be permitted to access the Journals at any time. MSP 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.

- (e) MSP and the journal owners will not be responsible for incidental, consequential, or any other damages arising out of or in connection with the service or materials provided hereunder.
- (f) If the Subscriber is dissatisfied with the services of MSP or the content of the Journals or anything else related to this Agreement, the Subscriber's sole and exclusive remedy is to terminate this license and discontinue use of the Journals.
- (g) The Subscriber assumes the sole responsibility for all use of the Journals by their Authorized Users.

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. Only a written instrument signed by both parties may amend it. 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 Subscriber 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 read and to be 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 State of California, excluding that body of laws dealing with conflict of laws. Any action arising out of or relating to this Agreement or the Journals may be brought in courts situated in California, and the parties consent to the jurisdiction of such.

By signing below you certify that you have read and agree to abide by all the above Terms and Conditions, and you certify that you are authorized to sign this form on behalf of the Subscriber.

Authorized signature: _____

Date: _____

Name of authorized signer: _____

Title of authorized signer: _____

Phone: _____

Email: _____

Return a signed copy of this license to:

Mathematical Sciences Publishers
2000 Allston Way # 59
Berkeley CA 94701-4004
United States

If you wish us to return a countersigned copy to you, please note where you would like it sent: _____

MSP signature: _____

Date: _____

Name: _____

Title: _____