



AMS Electronic Journals License Agreement

*American Mathematical Society
 Sales & Member Services
 201 Charles Street
 Providence, RI 02904-2213, USA
 Fax: 401-455-4046; Phone: 401-455-4000*

By this Agreement, the American Mathematical Society (AMS) grants a license to subscribe on the Internet to the AMS journals listed below, subject to the terms and conditions set forth in the following paragraphs, all of which are hereby agreed to between the AMS and the subscriber.

Subscriber Information: (type or print legibly)

Subscriber: _____

Address: _____

Contact Person: _____

Phone: _____ Fax: _____

Email: _____

Institution's IP Addresses: _____

Proxy Server IP Address: _____

(See use restrictions under Scope of License)

If in a European Union (EU) country, please supply VAT identification number: _____

If a valid VAT # is not provided, the appropriate Value Added Tax rate will be applied to your order.

Subscribing to:

<input type="checkbox"/> Journal of the American Mathematical Society	<input type="checkbox"/> Sugaku Expositions
<input type="checkbox"/> Mathematics of Computation	<input type="checkbox"/> Theory of Probability and Mathematical Statistics
<input type="checkbox"/> Memoirs of the American Mathematical Society	<input type="checkbox"/> Transactions of the American Mathematical Society
<input type="checkbox"/> Proceedings of the American Mathematical Society	<input type="checkbox"/> Transactions of the Moscow Mathematical Society
<input type="checkbox"/> St. Petersburg Mathematical Journal	

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: _____

If in a European Union (EU) country, please supply VAT identification number: _____

If a valid VAT # is not provided, the appropriate Value Added Tax rate will be applied to your order.

Terms and Conditions

1. Scope of License.

Institutional Subscriber Use Restrictions

The license includes authorization of access by means of the subscribing institution's IP addresses to allow site-wide online access by authorized users via multiple connections. If a proxy server is being registered for access, the subscribing institution 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" are employees, faculty, staff, or students officially affiliated with the subscribing institution, and authorized on-site patrons of the subscribing institution'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 license entitles authorized users to access AMS electronic journals by multiple connections, to:

- a. make searches of the AMS electronic journals 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 is not made available to anyone who is not an authorized user.

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. Automated searching or downloading, by use of scripted searches, robots, spiders, crawlers, or otherwise, is also prohibited.

Copies of individual articles from AMS electronic journals may be made and delivered in the context of inter-library loan in compliance with Section 108 of the Copyright Act of the U.S. and within the CONTU guidelines.

An authorized user or the subscribing institution may not make AMS electronic journals available to anyone other than another authorized user, whether by telephone link or by permitting access through his or her terminal or computer, or by other similar or dissimilar means or arrangements.

The subscribing institution will make reasonable efforts to maintain security and monitor all use (including unauthorized use) from its respective site and to communicate the terms of the license to their users.

Authorized users will be bound by the limitations stated in any copyright statement or terms of use posted from time to time on the AMS website, except to the extent (if any) that such provisions may be inconsistent with the express terms of this license.

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.

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 subscribing institution, given at least three months prior to the next succeeding renewal date. 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. Perpetual Access.

Beginning with the 2014 subscription year, perpetual access to AMS journals content (excluding backfiles) will be provided by the AMS. Access to the AMS server will be granted via IP recognition. Continuing archival access and use is subject to the terms and conditions of the current and/or expired License Agreement.

4. Support.

AMS electronic journals include online documentation. In addition, the AMS will provide the subscriber with email and/or telephone support service during AMS's normal business hours (Monday-Friday, 9:00am to 4:00 p.m., ET). The email address for support questions is eprod-support@ams.org; the telephone number for support is 800-321-4267.

5. Copyright.

AMS electronic journals and their contents are subject to copyright, database protection, and other rights of the publisher (AMS) 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 AMS electronic journals. 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 AMS.

6. Suspension or Termination of Access.

The AMS reserves the right to suspend and/or terminate access to the journals without prior notice if the subscribing institution or its authorized users violate any term of this Agreement. Any use of the AMS electronic journals beyond the scope of the License or any fraudulent, abusive, or otherwise illegal activities may be grounds for termination of access.

7. Warranties, etc.

- a. The AMS has made and will make good faith efforts to ensure that AMS electronic journals are complete and accurate. However, the AMS does not warrant completeness or accuracy, and does not warrant that the subscribing institution's use of AMS electronic journals will be uninterrupted or error-free, or that the results obtained will be useful or will satisfy the user's requirements.
- b. The AMS 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.

- c. The subscribing institution will be permitted to access AMS electronic journals at any time. The AMS 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 AMS 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 subscribing institution assumes the sole responsibility for all use of the AMS electronic journals by their authorized users.

8. 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 subscribing institution may issue for AMS electronic journals is for the subscriber institution's internal purposes only and will in no way modify, add to, or subtract from the terms and conditions provided herein.
- b. The subscribing institution may not assign or transfer its rights under this Agreement.
- c. This Agreement will be governed by the laws of the State of Rhode Island applicable to agreements entered into and fully performed in the State of Rhode Island. Any action arising out of or relating to this Agreement or AMS electronic journals may be brought in courts situated in Rhode Island, 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 AMS electronic journals to:
 - a. make searches of the AMS electronic journals 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 AMS electronic journals 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.