

## eBooks License Agreement

By this Agreement between the American Mathematical Society (AMS) and the Institution named below, the AMS grants access to AMS eBooks 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 Institution.

**Institutional Subscriber/Purchaser Information:** (Please type or print legibly.)

Institution name: \_\_\_\_\_

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 ID # is not provided, the appropriate Value Added Tax Rate will be applied to your order.

**AMS eBooks License Agreement for the products below (check all that apply):**

- Advances in Soviet Mathematics (ADVSOV) – backfile (purchase)
- AMS/IP Studies in Advanced Mathematics (AMSIP) – backfile (purchase)
- AMS | MAA Press Archive (AMSMAA) – backfile (purchase)
- AMS | MAA Press: The Carus Mathematical Monographs (CAR) – backfile (purchase)
- AMS | MAA Press: Classroom Resource Materials (CLRM) – backfile (purchase)
- AMS | MAA Press: Dolciani Mathematics Expositions (DOL) – backfile (purchase)
- AMS | MAA Press: Spectrum (SPEC) – backfile (purchase)
- CBMS Issues in Mathematics Education (CBMATH) – backfile (purchase)
- CBMS Issues in Mathematics Education (CBMATH) – backfile (purchase)
- CBMS Regional Conference Series in Mathematics (CBMS) – backfile (purchase)
- AMS Chelsea Publishing (CHEL) – backfile (purchase)

- Courant Lecture Notes (CLN) – backfile (purchase)
- Colloquium Publications (COLL) – backfile (purchase)
- Contemporary Mathematics (CONM) – 1 calendar-year (subscription)
- Contemporary Mathematics (CONM) – backfile (purchase)
- CRM Monograph Series (CRMM) – backfile (purchase)
- CRM Proceedings & Lecture Notes (CRMP) – backfile (purchase)
- Series in Discrete Mathematics and Theoretical Computer Science (DIMACS) – backfile (purchase)
- Fields Institute Communications (FIC) – backfile (purchase)
- Fields Institute Monographs (FIM) – backfile (purchase)
- Graduate Studies in Mathematics (GSM) – backfile (purchase)
- History of Mathematics (HMATH) – backfile (purchase)
- Mathematical World (MAWRLD) – backfile (purchase)
- AMS Non-Series Monographs (MBK) – backfile (purchase)
- Memoirs of the American Mathematical Society (MEMO) – backfile (purchase)
- Translations of Mathematical Monographs (MMONO) – backfile (purchase)
- IAS/Park City Mathematics Series (PCMS) – backfile (purchase)
- Proceedings of Symposia in Applied Mathematics (PSAPM) – backfile (purchase)
- Proceedings of Symposia in Pure Mathematics (PSPUM) – backfile (purchase)
- Simon Book Series (SIMON) – backfile (purchase)
- Student Mathematical Library (STML) – backfile (purchase)
- Mathematical Surveys and Monographs (SURV) – backfile (purchase)
- American Mathematical Society Translations: Series 2 (TRANS2) – backfile (purchase)
- University Lecture Series (ULECT) – backfile (purchase)

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 and/or backfile purchases, you certify that you are authorized to sign this form on behalf of your institution.

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Authorized signer (type or print): \_\_\_\_\_

Title of Authorized signer (type or print): \_\_\_\_\_

Billing address (if different from Institutional address listed above): \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

## Terms and Conditions

### 1. Scope of License.

**Institutional Purchaser/Subscriber Use Restrictions:** The license includes authorization of access by means of the 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 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 Institution, and authorized on-site patrons of the 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.)

**Interlibrary Loan:** Institutions may use copies of chapters or articles derived from the electronic edition of the publications for the purpose of interlibrary loan with the same limitations that apply to copies for that purpose made from the print edition of the books. Specifically, copies must be made in compliance with Section 108 of the Copyright Act of the U.S. and be within the CONTU Guidelines. Authorized users must maintain all copyright and other notices on the copied material.

Electronic transmission of content 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 or purchase. Interlibrary loans are restricted to academic libraries for educational purposes.

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

An authorized user may not make the electronic version of the book(s) 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 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 publisher's website, except to the extent (if any) that such provisions may be inconsistent with the express terms of this license.

### 2. Access. The license includes perpetual access on the AMS server for the year(s) subscribed to and backfile(s) purchased.

### 3. Term and Fees.

**Annual Subscription:** 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, 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. The subscriber will maintain perpetual access to the years subscribed to on the AMS website in perpetuity at no additional cost.

**Backfile Purchase:** This Agreement will remain in effect in perpetuity, i.e., perpetual access to back titles purchased on the AMS web site. There will be no additional fees once purchase is made.

4. **Support.** AMS eBooks include online documentation. In addition, the AMS will provide the Institution with email and/or telephone support service during the AMS's normal business hours (Monday-Friday, 9:00 a.m. to 4:00 p.m., ET). The email address for technical support is [eprod-support@ams.org](mailto:eprod-support@ams.org); the telephone number for support is 800-321-4267.
5. **Copyright.** AMS eBooks 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 Institution acknowledges that it has no claim to ownership by reason of its use of or access to AMS eBooks. Downloading of data is permitted solely for the Institution'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 ([reprint-permission@ams.org](mailto:reprint-permission@ams.org)).
6. **Suspension or termination of access.** The AMS reserves the right to suspend and/or terminate access to AMS eBooks without prior notice if the Institution or its authorized users violate any term of this Agreement. Any use of AMS eBooks beyond the scope of the License or any fraudulent, abusive, or otherwise illegal activities may be grounds for termination of access.
7. **Disclaimer of Warranties.**
  - a. The AMS has made and will make good faith efforts to ensure that AMS eBooks are complete and accurate. However, the AMS does not warrant completeness or accuracy, and does not warrant that the Institution's use of AMS eBooks will be uninterrupted or error-free, or that the results obtained will be useful or will satisfy the Institution'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 Institution will be permitted to access AMS eBooks 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 Institution assumes the sole responsibility for all use of AMS eBooks by their authorized users and agrees to indemnify and hold the AMS harmless from any liability or claim of any person arising from such use.
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 Institution may issue for AMS eBooks

is for the Institution's internal purposes only and will in no way modify, add to, or subtract from the terms and conditions provided herein.

- b. The 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 eBooks may be brought in courts situated in Rhode Island, and the parties consent to the jurisdiction of such courts.