

Site License Agreement

from Duke University Press for Use of the Electronic Version of the *Duke Mathematical Journal*, Volumes 1–100

NOTE: If your institution has already signed a site license for the *Duke Mathematical Journal*, Volumes 1–100, nothing further is required. You do not need to send a license each time you renew.

Duke University Press at Box 90660 Duke University, Durham NC 27708-0660 USA,
as Owner and Publisher of the scholarly journal *Duke Mathematical Journal* (hereinafter referred to as DMJ), hereby grants to

Name of Licensee

a nontransferable and nonexclusive annual right and license to access, receive, disseminate locally, and use the electronic database of the first hundred volumes of DMJ (hereinafter referred to as DMJ 100), according to the procedures, terms, and conditions set forth in this Agreement; and with the signature below the Licensee accepts these terms.

1. Warranty of Publisher Right to Offer Resource

Duke University Press warrants to the Licensee that it is fully authorized to disseminate, in accordance with the terms and conditions hereof, the Licensed Material; and that the Licensed Material, if used as contemplated in this License, does not in any known way infringe any copyright or other proprietary or intellectual property rights of any natural or legal person.

2. Scope of License

Access to an electronic database of articles from DMJ 100 will be made available to all Internet Protocol (IP) addresses within the domain of the Licensee, as described at the end of this document. All members of the Licensee's campus or institutional community who are authorized to use the computers within this domain are deemed Authorized Users of the site license. Walk-ins are also deemed Authorized Users of the site license but do not have remote access privileges. For an organization with locations in more than one city, each location is considered to be a separate site and would require separate license agreements unless a separate agreement can be negotiated between Duke University Press and the Licensee (with or without additional subscription fees being required by Duke University Press).

3. Access and Availability

Licensees will have two access options to DMJ 100: subscription on an annual basis or outright purchase for a one-time fee. Purchasing libraries will pay a multi-year "access fee," at a rate substantially lower than the annual subscription fee, that will provide them with access to the electronic files for DMJ 100 at all times in their latest version (including any and all updates and upgrades).

License Option:

- Annual subscription to DMJ 100
- Outright purchase of DMJ 100

Duke University Press, either directly or through a contractor, shall use all reasonable endeavors to make access available on a 24-hour basis. But if access is suspended or interrupted or a defect occurs that prevents access, Duke University Press's liability shall be limited to using all reasonable efforts to restore access as soon as is reasonably practicable.

4. Permitted Use and Prohibitions

Authorized Users may download, save, and print DMJ 100 articles from the database for their own noncommercial educational and research use, but may not further disseminate these articles in their electronic form without express written permission from Duke University Press. It is strictly prohibited for the Licensee to download copies of the entire database for any purpose

without express written permission. The Licensee will exercise reasonable efforts to ensure that access to and use of DMJ 100 is limited to Authorized Users. Provisions for sharing by the Licensee of the electronic versions of DMJ 100 articles with persons outside the Licensee's campus or institution, or with other institutions affiliated with the Licensee, may be negotiated between Duke University Press and the Licensee (with or without additional subscription fees being required by Duke University Press). Any such amendments will not be valid unless attached in writing to this License Agreement.

Interlibrary loan: A hard copy printed from the electronic files of DMJ 100 may be supplied to another institution by mail or fax or secure transmission using Ariel or its equivalent (whereby the electronic file is deleted immediately after printing). The supply of such copies must conform to CONTU (National Commission on New Technological Uses of Copyrighted Works) guidelines or similar restrictions to "fair use" provisions under copyright law.

Coursepacks: Copies for course or research use that are supplied to the end user at no cost may be made without explicit permission or fee. Copies that are provided to the end user for a copying fee may not be made without payment of permission fees to Duke University Press.

Electronic reserves: Articles for course or research use that are supplied to the end user at no cost may be made without explicit permission or fee. Articles that are provided to the end user for a fee of any sort may not be made without payment of permission fees to Duke University Press. E-reserves should be posted on a secure site accessible to class members only, and articles purged from the e-reserve system at the end of each semester.

5. Breach

Under ordinary circumstances, should a breach of this Agreement by the Licensee or an Authorized User come to the attention of Duke University Press, Duke University Press will inform the Licensee and provide a reasonable amount of time (ordinarily 30 days) for investigation and, if necessary, correction of the breach. But Duke University Press shall have the right immediately to suspend this License Agreement, without need for provision of proof, if it determines that the Licensee has committed a serious and material breach of the Agreement or one that is likely to continue. If it is feasible to cut off the access of a single offending user, rather than the entire institution, that will be done.

If Duke University Press is in breach of this agreement, the Licensee will inform Duke University Press in writing and allow 30 days to mend the breach. If the breach is not cured, the Licensee may terminate the agreement upon written notice and receive a pro-rated refund.

6. Changes to License

This Agreement constitutes the entire agreement and supersedes all prior communications, understandings, and agreements, until such time as modifications or amendments to the Agreement are mutually agreed to in writing and signed by the authorized representatives of both parties.

7. Usage Statistics

Duke University Press will make a reasonable effort to supply the Licensee with usage statistics in accordance with the guidelines of ICOLC (International Coalition of Library Consortia) and/or Project COUNTER.

NOTE: If your institution has already signed a site license for the *Duke Mathematical Journal, Volumes 1–100*, nothing further is required. You do not need to send a license each time you renew.

Licensee signature

Date

Name and title of Licensee signatory

Authorized representative of Duke University Press

Date

(Duke University Press will return a countersigned copy.)

**Required Information for the *Duke Mathematical Journal, Volumes 1–100*
Site License Agreement**

Please type all of the following information, for the sake of legibility.

E-mail address of Licensee

Postal address of Licensee (please type):

Subscription Agent (please type):

IP domain of Licensee (please type):

Please sign and fax or mail the site license to

Kimberly Steinle
Library Relations Manager
Duke University Press
905 West Main Street, Suite 18B
Durham, NC 27701

Phone: 919-687-3655
Fax: 919-680-6078
E-mail: libraryrelations@dukeupress.edu