License Agreement
IEEE/IEEE Electronic Library - Internet System

This License Agreement ("Agreement") is made between the Institute of Electrical and Electronics Engineers, Inc., a New York not-for-profit corporation having its principal office and place of business at 3 Park Avenue, New York, NY 10017 USA ("IEEE") and the Licensee (as hereafter defined).

1. PRODUCT DEFINITION:
The IEEE/IEEE Electronic Library ("Licensed Product") is a software product consisting of the following components:
   a) Search and retrieval software;
   b) Graphical User Interface (GUI) software;
   c) INSPEC subset database of abstract and index ASCII records used for indexing, searching and display;
   d) Full-page images in Portable Document Format (PDF).

The Licensed Product is a collection of updated full-page Adobe Acrobat PDF images and indexes. Access to the Licensed Product is through the Internet's World Wide Web. Access is limited by a customer's IP address. The parties agree to cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this agreement.

2. OTHER DEFINITIONS:
   "Agreement" means the terms and conditions outlined in this License Agreement.
   "Authorized Users" means persons who are authorized to use Licensee's library facilities who (a) are affiliated with Licensee as students, faculty or employees of Licensee (as hereafter defined) or (b) are physically present in the Library (as hereafter defined).
   "Library" means Licensee's library building(s) of the institution.
   "Licensed Product" means the IEEE/IEEE Electronic Library (IEL) as a software and its components.
   "Licensee" means the college, university, corporation, government institution or other entity for which the license is granted herein, and payment therefor, is separate from the license granted for any other institution by IEEE. A Licensee may have several Sites or locations of separate research/library facilities (as defined herein).
   "Site" means that part of an institution that is separated from another part.
   "Subscription Term" means a 12-month period whereby IEEE makes monthly updates to the Licensed Product.

3. GRANT OF LICENSE:
Upon payment of the annual license fee and any applicable renewal fees, and subject to and in accordance with the terms and conditions of this Agreement, IEEE hereby grants the Licensee a non-transferable license for one (1) Subscription Term to use the Licensed Product and to provide access to Authorized Users as permitted herein and for no other purpose.

IEEE retains ownership of this copy and subsequent copies of the Licensed Product.

The purpose for which the foregoing license is granted is to permit the Authorized Users to use the Licensed Product solely for accessing the Licensed Product's data via the Internet for their non-commercial scholarly, research, educational and personal use.

Within thirty (30) days of expiration or cancellation of this Agreement, access to the Licensed Product is terminated.

Upon termination of this agreement, IEEE shall provide Licensee with one (1) complete set of CD-ROMs (or their equivalent at IEEE's option) containing the content previously licensed by and accessible to Licensee as of the date of such termination, at a reasonable cost to Licensee. IEEE hereby grants to Licensee a non-exclusive, royalty-free, perpetual license to use such content in accordance with the terms of this agreement, which shall survive any termination of this agreement. IEEE does not warrant the usability of the data other than if the delivery media containing the archive is defective.
4. USE RESTRICTIONS:
Without enlarging in any way the scope of the limited license set forth above, the Licensee agrees not to do any of the following:

a) Copy or download the Licensed Product for any purpose other than the use of IEEE;
b) Rent, lease, license, sublicense or assign the use of the Licensed Product;
c) Reverse engineer, decompile or disassemble the Licensed Product;
d) Alter, modify or adapt the Licensed Product.

The Licensee and its Authorized Users may not use the Licensed Product, directly or indirectly, for any commercial service, such as document delivery, or any systematic supply or distribution of material to non-Authorized Users, including interlibrary loans and intercompany loans between Sites of an institution.

Licensee is permitted to supply to the user of another library (whether by post, fax or secure intermediate electronic transmission, using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing) for the purpose of research or private study, a single paper copy of an electronic original of an individual document.

Licensee shall use efforts to protect the Licensed Product from any use that is not permitted under this Agreement, and shall notify IEEE of any such use of which it learns or is notified.

5. COPYRIGHT:
The copyright in the Licensed Product, in the text retrieved, displayed or output by the Licensed Product is owned by IEEE and is protected by the copyright laws of the United States of America and the laws of foreign countries pursuant to international treaties. Except as expressly permitted by this Agreement or the copyright laws of the United States, including the provisions of 17 U.S.C. § 107, governing fair use, the Licensee may not copy, reproduce, distribute or prepare derivative works based upon the Licensed Products, or otherwise infringe IEEE’s rights in the Licensed Products, and Licensee shall not use the Licensed Products for any use other than as expressly permitted herein. The Licensee shall use care to protect the copyrights contained in the Licensed Product and prevent unauthorized use or copying of the Licensed Product.

6. REPRESENTATIONS AND WARRANTIES:
IEEE and Licensee each represents and warrants to the other that:

a) It is a corporation or organization duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization, with all requisite corporate power and authority to consummate the transactions contemplated hereunder;
b) The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate or institutional action and constitutes a valid and legally binding agreement and obligation of such party, enforceable against it in accordance with the terms herein;
c) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not conflict with or violate any provisions of law or the certificate of incorporation or by-laws of such party, and do not and will not conflict with or result in the breach of any condition or provision of, or constitute a default under, or result in the creation or imposition of any lien upon any of the property or assets of either party by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which it is a party, or which is, or purports to be, binding upon it, or which affects, or purports to affect, any of its properties or assets, and no action by any governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement valid and binding upon such party in accordance with its terms; and

It possesses all permits, licenses and other governmental approvals necessary to perform its obligations hereunder and will comply fully with the terms and conditions of all such permits, licenses and other approvals and with all federal, state and local statutes and regulations applicable to its facilities and the performance of its obligations hereunder.

In addition, IEEE shall use reasonable efforts to ensure that the On-line content represents complete and faithful replications of the print versions of IEEE copyright journals and will cooperate with the Licensee to identify and correct errors or omissions.

7. NO OTHER WARRANTIES:
To the maximum extent permitted by law, IEEE disclaims all warranties, express or implied, including warranties of merchantability or of fitness for a particular purpose. Moreover, the Licensee’s remedies for breach of the limited warranty are limited but this limitation excludes recover of damages.

8. LIMITATION OF LIABILITY:
a) IEEE shall not be responsible for any direct, indirect, consequential or any other damages arising out of or in connection with the use of the Licensed Product except for any valid third-party copyright claim in relation to the Licensed Product. IEEE agrees to defend and indemnify Licensee with respect to any such claim if and only if:

(1) the content subject to the claim was used in accordance with all the terms and conditions of this Agreement,

(2) the Licensee notifies IEEE directly, promptly and in writing of the claim,

(3) the Licensee cooperates fully with IEEE in the defense or settlement of such claim; and
(4) IEEE is given sole control over the defense or settlement of any such claim provided, however, that Licensee retains the right to participate in the defense at its own expense.

NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

b) IEEE undertakes no responsibility for, and disclaims all liability arising from, any inaccuracies or defects in the Internet, communication lines, Internet service provider, a Licensee's computer hardware, or any other service or device used to access the Licensed Product, or to authenticate the user as an authorized user except as expressly provided herein. Licensee assumes the sole responsibility for all use of the subscription service(s) and agrees to indemnify and hold IEEE harmless from any liability or claim of any person arising from such use.

9. LINKING:
Licensee may provide electronic links to the IEL from Licensee's web page(s) and is encouraged to do so in ways that will increase the usefulness of the IEL to Authorized Users. IEEE staff will provide verbal assistance to Licensee upon request in creating such links effectively. Licensee agrees to make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by IEEE.

IEEE will also provide data for Licensee to link directly from records in Licensee's bibliographic computing systems to the content in the IEL at the title, issue and article levels, using standard Internet communications and applications protocols, and such other methods as may be agreed to by IEEE and the Licensee.

Other than the creation of such links, Licensee shall not modify, manipulate or create a Derivative Work of the IEL without the prior written permission of IEEE.

10. AVAILABILITY:
IEEE shall use reasonable efforts to provide continuous service 7 days a week with an average of 98% up-time per month. The 2% down-time includes scheduled maintenance and repair. Scheduled down-time will be performed at a time to minimize inconvenience to customers worldwide.

The Regents of the University of California

Date 7/17/99

IEEE

Date 7/21/99

License Agreement
IEEE/IEEE Electronic Library - Internet System

Networking the World"