

19 August 2009, ver. 2.2
revised 10 May 2010, ver. 3.0
minor correction 13 January 2011, ver. 3.1

PRI ONLINE JOURNALS
INSTITUTIONAL USER LICENSE AGREEMENT
BULLETINS OF AMERICAN PALEONTOLOGY
(ISSN 0007-5779)

Publisher: Paleontological Research Institution, 1259 Trumansburg Road, Ithaca, NY 14850, USA. Tel.: 607-273-6623, ext. 20, Fax: 607-273-6620, email: publications@museumoftheearth.org.

By this License Agreement (“Agreement”), the institution identified herein (“Subscriber”) agrees to the terms and conditions set forth in this Agreement. In turn, the Paleontological Research Institution (“PRI”), as publisher, grants the Subscriber and its Authorized Users the non-transferrable right to access and use *Bulletins of American Paleontology* online (*BAP Online*) for the duration of a current paid subscription, either through a subscription to the electronic version of *BAP*, or through a print subscription that includes the electronic version, whichever is applicable during the term of this Agreement. **NOTE:** If you renew your subscription beyond the subscription years indicated in this agreement, it is not necessary to file another form; we will extend the agreement for you. It is only necessary to refile if there is a change in your IP addresses or network contact (see Appendix).

Subscriber: _____
Address: _____

Subscriber account no. (if known) _____
Subscription agent (if applicable) _____
Subscription (calendar) years eligible _____

Contact for Subscriber account:
Name: _____ Telephone: _____
Fax: _____ Email: _____

Notification that online access has been activated will be sent by e-mail to the contact person.

Terms and Conditions

1. Authorized Site. The Authorized Site of the Subscriber shall consist of a list of the Subscriber’s Internet Protocol (“IP”) addresses or address ranges (see the Appendix hereto) of the Subscriber’s institution. No consortia, or other forms of sharing of the license granted in this Agreement is permitted. (*As an illustration:* the hypothetical State University at Smithberg, which has part of its college campus at a physical location outside of Smithberg, shall constitute an Authorized Site. In contrast, a different college

of the same state university system shall not be part of the "Authorized Site" of the State University of Smithberg.) Only valid IP address(es) or address ranges submitted by the Subscriber will have access to the licensed issues. Valid IP address(es) or address ranges can include proxy or cable services or other mechanisms for providing remote dial-in access only to Authorized Users of the Authorized Site. The Subscriber agrees to use all reasonable care to ensure that there is no unauthorized use through its IP address(es) or address ranges. Unauthorized use through its IP address(es) or address ranges, with or without the Subscriber's knowledge, is a violation of this Agreement. (See Section 5(b) regarding the discussion of unauthorized use of BAP Online.)

2. Authorized User. An Authorized User is any individual who is an employee, faculty member, researcher, librarian, executive, other staff member, and/or student officially affiliated with the Subscriber, or any onsite patron with legal access to the Subscriber's collections and facilities. Authorized Users can be persons remote from the Subscriber's physical location whose access is administered from the Subscriber's site or campus. This Agreement extends only to the Subscriber and such Authorized Users individually and cannot be transferred, assigned, or extended to others.

3. Permitted Use. The Subscriber and its Authorized Users may:

- a. Browse, search, retrieve, view, and display *BAP Online* content;
- b. Produce one hard copy of an entire issue, or of discrete items or portions of issues; such a copy may not be sold and may not be distributed to anyone who is not a Subscriber or Authorized User of a Subscriber; and
- c. Download and store entire issues, or discrete items or portions of issues, to hard disk or another memory storage device, provided that such data is used solely for proper individual use or research by a Subscriber or an Authorized User of a Subscriber, and shall not be made available to or used by anyone else.
- d. Copyright. *BAP Online* is subject to copyright, database protection, and other rights of PRI under the laws of the United States or the country of use. The Subscriber and its Authorized Users shall not have or claim any ownership by reason of their use of or access to *BAP Online*. The Subscriber specifically agrees that any use by the Subscriber and its Authorized Users other than specifically authorized in this Agreement is a violation of the terms of this Agreement. The Subscriber and its Authorized Users may only use this online access in a manner that conforms to all applicable laws and regulations (and the terms of this Agreement). All copies of issues or portions of issues from *BAP Online* must bear proper copyright notice. Nothing in this Agreement is intended to limit in any manner the Subscriber's or any Authorized User's rights under the Fair Use provisions of United States or international law to use the licensed issues or portions of issues.
- e. Interlibrary loans. The Subscriber may download and print individual issues or portions of issues that are then faxed, mailed, emailed, transmitted by means of Ariel, Odyssey, or similar secure technologies, or hand-delivered to a proper requester under the Subscriber's interlibrary loan procedures, so long as the requesting institution is a noncommercial library. No other form of electronic transmission or forwarding of issues or portions of issues is permitted.

f. Academic course use. The Subscriber may incorporate parts of the licensed issues or portions of issues in printed course packs and password-protected electronic reserve collections for the use of Authorized Users in the course of instruction at the Subscriber's institution, but not for any commercial use. Each such item shall carry appropriate acknowledgment of the PRI source. Copies of such issues or portions of issues shall be deleted by the Subscriber when they are no longer used for such purpose.

g. Reproduction. PRI grants the Subscriber and its Authorized Users permission to reproduce brief quotations from *BAP Online* issues or portions of issues with appropriate credit of the PRI source. Altering, modifying, recompiling, copying, reselling, redistributing, publication, or republication of extensive content (including all tables and illustrations) in any form (beyond those instances outlined in this Section 3) may be done only with specific written permission from PRI (contact publications@museumoftheearth.org).

4. Prohibited Uses. This Agreement describes the permitted uses. Any other use is prohibited and is cause for termination of this Agreement. (See Section 5(b) regarding the discussion of unauthorized use of *BAP Online*.)

5. Duration of Agreement. This Agreement shall become effective upon acceptance by PRI and, subject to the terms and conditions of this Agreement, will remain in effect for the specified calendar subscription year(s) for as long as PRI maintains an online journal presence on the World Wide Web. The Subscriber is responsible for taking all reasonable care to prevent prohibited uses, and to promptly notify PRI of any infringement of copyright or prohibited use of which Subscriber becomes aware. The Subscriber will cooperate with PRI in investigating any such infringements or prohibited uses and will take prompt and reasonable steps to ensure the cessation of such activity and to prevent any reoccurrence. This Agreement will terminate:

a. Upon the reasonable determination by PRI that the Subscriber has knowingly or intentionally violated any material term or condition of this Agreement and after thirty (30) calendar day written notice to the Subscriber of this violation;

b. Upon determination by PRI (in its sole discretion) that the Subscriber has unknowingly or unintentionally violated any term or condition of this Agreement and upon giving written notice to the Subscriber of such violation (at which point access will be suspended until the case is resolved), unless within thirty (30) calendar days after receiving written notice (including email notice) of the violation, the Subscriber implements procedures, reasonably satisfactory to PRI, to prevent future violations; or

c. Following thirty (30) days' prior written notice by either party.

6. Official Version of Record. PRI will use commercially reasonable efforts to ensure that the online version of the journal corresponds in content with the print version. In the event of any discrepancy between the print and online versions, the print version will be the official version of record.

7. Usage Rights of Archived Electronic Publications. PRI will use reasonable efforts to maintain access to PRI archived electronic publications by both current and lapsed

Subscribers. More specifically, each current and lapsed Subscriber has the option to purchase a physical archive copy, for example a CD-ROM, of *BAP Online* content, starting with the 2006 subscription year and published during the term for which a paid subscription was maintained by the purchaser. The purchaser will be permitted to copy that content from the physical archive copy to the purchaser's information systems and redistribute that content to Authorized Users within the Authorized Site. Any hardware or software required to distribute content from the archive copy will be the responsibility of the purchaser. The definitions of Authorized Users, and the permitted and prohibited uses, as set forth in this Agreement shall fully apply to the use of the archive copy. Upon lapse of subscription, no additional service is provided.

8. Disclaimer of Warranties.

- a. PRI will make reasonable efforts to ensure that *BAP Online* content is complete and accurate. However, PRI does not warrant its completeness or accuracy, and does not warrant that a subscriber's access to *BAP Online* will be uninterrupted or trouble-free, or that the results obtained will be useful or will satisfy the Subscriber's requirements.
- b. PRI warrants that it is entitled to grant the license in this Agreement, but makes no other warranties or representations of any kind, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.
- c. A Subscriber and its Authorized Users shall be permitted to access *BAP Online* at any time. PRI, however, shall not be liable for any delay, down time, or other failure of performance, but shall use reasonable efforts to correct any material performance problem brought to its attention.
- d. PRI shall not be liable for incidental, consequential, or other such damages arising out of or in connection with the subscription. In no event shall the total aggregate liability of PRI for any claims, losses, or damages arising out of this Agreement, whether in contract, tort or otherwise, including without limitation due to negligence, exceed the total amount paid by the Subscriber to PRI for its subscription during the current subscription year in which such claim, loss, or damage occurred, even if PRI has been advised of the possibility of such potential claim, loss, or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the availability of other remedies. Provided, however, the foregoing limitation of PRI's liability shall not apply in the event that PRI were to breach its warranty set forth in Section 8(f).
- e. In the event that abusive usage of the online access threatens the integrity and effectiveness of the PRI online distribution system, PRI has the right to discontinue access immediately and inform the Subscriber of the abuse. Online access will be restored as soon as practical after the abuse is corrected by the Subscriber.
- f. PRI represents and warrants that it has the right and authority to make the licensed issues or portions of issues available pursuant to the terms and conditions of this Agreement, and that providing the licensed issues or portions of issues to the Subscriber does not infringe upon any copyright, patent, trade secret, or other proprietary right of any third party.

9. General Provisions.

- a. This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements or communications between the parties with respect to the subject matter hereof. It can be modified in writing by any agreed means that manifests mutual assent of both parties, including by signed written instrument (including an electronic communication) initiated by PRI to which the Subscriber manifests its assent in writing in accordance with PRI's instructions. Without limitation of the foregoing, any purchase order or other instrument that the Subscriber might issue for *BAP Online* is for the Subscriber's internal purposes only and shall in no manner amend the terms and conditions of this Agreement.
- b. The Subscriber is not entitled to assign or transfer its rights under this Agreement.
- c. The Subscriber is liable for and shall pay any applicable sales taxes arising out of the Subscriber's use of *BAP Online* and/or the rights granted under this Agreement.
- d. This Agreement shall be governed by the applicable state or provincial laws that pertain to the performance of this Agreement.
- e. Any notice to be given pursuant to this Agreement shall be in writing and shall be given via mail, fax, or email.

CERTIFICATION

I have read, understand, and agree to adhere to and abide by all the terms and conditions stated above, and I certify that I am authorized to sign this Agreement on behalf of the Subscriber identified above.

Name: _____ Title: _____
 Signature: _____ Date: _____

Please indicate if you require a countersignature by PRI.

I have read, understand, and agree to adhere to and abide by all the terms and conditions stated above, and I certify that I am authorized to sign this Agreement on behalf of PRI.

Name: _____ Title: _____
 Signature: _____ Date: _____

Please mail, email, or fax the completed and signed Agreement to:

Publications Office
 Paleontological Research Institution
 1259 Trumansburg Road
 Ithaca, NY 14850 USA
 Fax 607-273-6620
 Email publications@museumoftheearth.org

To obtain current subscription rates or to obtain assistance on how to complete this Agreement, contact the PRI Director of Publications at tel. 607-273-6623, ext. 20; fax 607-273-6620; or email publications@museumoftheearth.org.

APPENDIX
 INSTITUTIONAL IP ADDRESSES/RANGES

The Subscriber may access *BAP Online* through IP addresses or IP address ranges. Each computer that accesses the Internet is assigned an IP address, commonly represented as four number groups separated by dots, e.g. 198.162.123.154. All computers on a local area network or subnet can have the first two or three number groups in common. Access to *BAP Online* is authenticated and authorized through the IP addresses or IP address ranges that you provide. Please consult your network administrator for accurate IP addresses/ranges. You may submit any reasonable number of IP addresses/or ranges (Class B, Class C, and single station) via this form and an attached sheet if needed. If you need any assistance or if you use proxy servers, please contact the PRI Webmaster at webmaster@museumoftheearth.org or tel. 607-273-6623, ext. 19. Class B IP addresses are subject to additional review by PRI technical staff.

Please type your IP addresses/ranges in the table below in one of the following formats:
Class B Network: Enter the first two (network) numbers and use asterisks for the host addresses, e.g. 145.34.*.*
Class C Network: Enter the first three (network numbers and use asterisks for the host address, e.g. 145.34.128.* (Ranges are acceptable, e.g., 145.34.128.* - 145.34.149.*).
Single Station: Type all four numbers, e.g., 145.34.128.62. (Ranges are acceptable, e.g. 145.34.128.62 – 145.34.128.86).

Enter your fully qualified Internet domain name:

Network Contact:

Name: _____ Tel: _____
Email: _____ Fax: _____

IP Address /IP Address Start Range IP Address End Range

1	_____
2	_____
3	_____
4	_____
5	_____
6	_____
7	_____
8	_____
9	_____
10	_____
11	_____
12	_____
13	_____
14	_____
15	_____
16	_____
17	_____
18	_____

19
20

ver. 3.0, 10 May 2010