Terms and Conditions for the Use of Karger Online Publications by Academic Subscribers

Please provide us with the following mandatory information. Except where a signature is required, please type or print legibly in block letters.

| Licensing Institution:                            |
| Mailing Address:                                    |
| City and State or Principality:                        |
| Postal Code and Country:                             |
| Name of License Administrator:                         |
| Position within the Institution:                       |
| Telephone:                                           |
| Fax:                                                 |
| E-mail:                                              |

How many unique physical locations are applying for access under this agreement? __________
(If more than one physical location: please include or attach full postal details for each location)

Are they connected via a Wide Area Network (WAN)? Yes O No O

How many computer terminals will be included under this license agreement? ______________

How many FTEs/researchers/students etc. will have access under this agreement? ______________

For internal use only
6 digit customer number: ________________________________
List all the IP ranges to which this license agreement applies: (please use a separate page if more space is necessary)

<table>
<thead>
<tr>
<th>IP Range</th>
<th>Name of Institution</th>
</tr>
</thead>
<tbody>
<tr>
<td>- - - -</td>
<td></td>
</tr>
<tr>
<td>- - - -</td>
<td></td>
</tr>
<tr>
<td>- - - -</td>
<td></td>
</tr>
</tbody>
</table>

In addition to the above-listed IP ranges, are there other entities having access to this network?  Yes O No O
If yes, please identify, using a separate page if necessary: ____________________________.

Do you use a proxy server?  Yes O No O
If yes, please provide the IP address of this proxy server: ____________________________.

The Publisher reserves the right to verify that the information given above is accurate and complete in its reporting of the present status of the Licensee’s network. In the event that the information is inaccurate or if the Licensee fails to abide by the license terms, the Publisher reserves the right to deny access to Electronic Journals and Books/ActiveBooks by Unauthorized Users or IP ranges.

By signing this agreement, the Licensee expressly agrees to abide by the terms mentioned on the following pages and certifies that, to the best of his/her knowledge, all information is correct and comprehensive. The Licensee also agrees to supply any modifications to this information to the Publisher at the start of each new subscription year.

Authorized Signature: ____________________________
Name in Block Letters: ____________________________
Date: ____________________________

Inquiries concerning the terms and conditions of this site license can be addressed to Karger’s Journal Distribution Department under the telephone number +41 61 306 12 80 or via e-mail to orders@karger.ch.
Terms and conditions for online access to Karger titles include site-wide access to subscribed titles for the subscribing institution, access validation by IP address in some cases, archiving features, searching capabilities, links with bibliographic databases and gateway access via licensed third party aggregators.

In this License, the following terms shall have the following meanings:

**Academic Subscriber**
An entity devoted to the purpose of higher education which has taken out a subscription on behalf of the group it services. The online subscription is available to the academic community served by this entity. Academic subscriptions are available on an archival basis and are not transferable to third parties.

**Authorized Users**
(1) Current members of the faculty and other staff of the Licensee and
(2) individuals who are currently studying at the Licensee's institution who are permitted to access the Secure Network from within the Library Premises or from such other places where Authorized Users work or study on campus and who have been issued by the Licensee with a password or other authentication together with
(3) other persons who are permitted to use the Licensee's library or information service and access the Secure Network but only from computer terminals within the Library Premises (otherwise known as ‘walk-ins’).

Institutional online subscriptions cover multiple simultaneous access, but from one physical location only. Please note that multi-site access (for institutions with more than one physical location) is subject to a separate agreement.

**Commercial Use**
Use for the purposes of monetary reward (whether by or for the Licensee or an Authorized User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. For the avoidance of doubt, neither recovery of direct costs by the Licensee from Authorized Users, nor use by the Licensee or by an Authorized User of the Licensed Materials in the course of research funded by a commercial organization, is deemed to be Commercial Use.

**Course Packs**
A collection or compilation of materials (e.g. book/ActiveBook chapters, journal articles) assembled by members of staff of the Licensee for use by students in a class for the purposes of instruction.

**Electronic Journals and Books/ActiveBooks**
The electronic version of a print title published by the Publisher and located on its Web site. The electronic version is in PDF format and, when available, in HTML format and/or in Karger's ActiveBook format. A KargerActiveBook is defined as a fully searchable and internally inter-linked single book file available via the Karger server.

**Electronic Reserve**
Electronic copies of materials (e.g. book/ActiveBook chapters, journal articles) made and stored on the Secure Network by the Licensee for use by students in connection with specific courses of instruction offered by the Licensee to its students.

**Library Premises**
The physical premises of the library or libraries operated by the Licensee.

**Licensee**
The undersigned in this contractual agreement.

**Licensed Materials**
The electronic material published by the Publisher and subscribed to by the Licensee.
Secure Network
A network (whether a stand-alone network or a virtual network within the Internet) which is only accessible to Authorized Users approved by the Licensee whose identity is authenticated at the time of log-in and periodically thereafter, in accordance with current best practice, and whose conduct is subject to regulation by the Licensee.

Server
The server (either the Publisher's server or a third party server designated by the Publisher) on which the Licensed Materials are mounted and may be accessed.

Usage Rights
All Users have the right to view all areas of the Publisher's Web site not requiring a password. This includes but is not limited to Tables of Contents and Abstracts for all Electronic Journals, Books and ActiveBooks of the Publisher, regardless of subscription.

Users at institutions which have subscribed to Electronic Journals and/or Books and/or ActiveBooks, and Users who have access under a society agreement will have access to the full text in PDF (and HTML if available and/or in Karger’s ActiveBook format) of such Electronic Journals and/or Books/ActiveBooks ('Authorized Users'). Authorized Users may download, view, copy and save to hard disk or diskette and store or print out single copies of individual articles and/or book/ActiveBook chapters or items for their own personal, scholarly, educational, scientific research or internal business use with restrictions as to ActiveBooks, compare Point 2 of Prohibited Use.

Except as provided above, Users may not copy, distribute, transmit or otherwise reproduce material from Electronic Journals and/or Books/ActiveBooks; store such material in any form or medium in a retrieval system; download and/or store an entire issue of an Electronic Journal and/or an Electronic Book and/or ActiveBooks or its equivalent; or transmit such material, directly or indirectly, for use in any paid service (such as document delivery or information brokerage service) or for systematic distribution (such as a list serve), whether for commercial or nonprofit use.

In order to protect the integrity and attribution of the Publisher and the Electronic Journals, Books and ActiveBooks, the Licensee agrees to take reasonable measures to ensure that Users do not remove, obscure or modify any copyright or proprietary notices, author attribution or disclaimer contained therein or on any screen display.

1. The Licensee may - with restrictions as to ActiveBooks, see clause 2 of Prohibited Use:
   1.1 Load the Licensed Materials on the Licensee's server on the Secure Network;
   1.2 Make such backup copies of the Licensed Materials only as are reasonably necessary;
   1.3 Make such (temporary) local electronic copies (by means of caching or mirrored storage) of all or part of the Licensed Materials as are necessary solely to ensure efficient use by Authorized Users;
   1.4 Allow Authorized Users to have access to the Licensed Materials from the Server via the Secure Network;
   1.5 Provide single printed or electronic copies of single articles and/or book chapters at the request of individual Authorized Users;
   1.6 Display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users.

2. Authorized Users may - with restrictions as to ActiveBooks, see clause 2 of Prohibited Use:
   2.1 Search, view, retrieve and display the Licensed Materials;
   2.2 Electronically save individual articles and/or book chapters, or items of the individual articles and/or book chapters for personal use;
   2.3 Print a copy of parts of the Licensed Materials for personal use;
   2.4 Distribute a copy of individual articles and/or book chapters, or items of the individual articles and/or book chapters in print or electronic form only to other Authorized Users within the institution (for the avoidance of
doubt, this subclause shall include the distribution of a copy for teaching purposes to each individual student Authorized User in a class at the Licensee’s institution);

2.5 Nothing in this License shall in any way exclude, modify or affect any of the Licensee’s rights under the Berne Convention for the Protection of Literary and Artistic Works (1886) or any statutory instruments made thereunder or any amending legislation.

3. As to Usage Rights of our Open Access Journals, please refer to our Open Access License at: www.karger.com/OA-License.

If the Licensee or Authorized User fails to abide by these Terms and Conditions or violates any other terms of this Agreement, the Publisher reserves the right in its sole discretion to suspend or terminate access to the Electronic Journals and/or Books/ActiveBooks immediately and without notice, in addition to any other available remedies.

Remote Access

Upon request, Karger grants remote access for Authorized Users through VPN and proxy servers of Licensee’s institution on the condition that Karger can confirm and register the IP of Licensee’s server to the Licensee’s online subscription.

Data Delivery

The Licensed Materials are currently delivered in standard Internet formats using HTML, Adobe Acrobat Reader PDF format and Karger’s ActiveBook format. The Publisher reserves the right to change delivery formats, as well as the access method, display or any other feature that may affect the manner in which Authorized Users access and make use of the Licensed Materials.

The Publisher shall use reasonable efforts to provide continuous availability of the Licensed Materials through the Internet. Such availability will be periodically interrupted due to maintenance of the servers, software installation and downtime related to equipment or services outside of the Publisher’s control.

The Publisher reserves the right to withdraw from the Licensed Materials any item or part of an item that it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is otherwise offensive, defamatory or erroneous.

Online Access

1. The Publisher at no charge provides online access to the Licensee to the Licensed Content for a guaranteed period of 5 years, this period starting from the invoice date.

2. If the Licensee purchases any further e-Content (journals, books, collections) within this original 5-year-period, the guaranteed online access to all purchased content then restarts from the invoice date of the latest acquisition for another 5-year-period. Online access to subscriptions which are regularly renewed (mostly annually) hence will be extended continuously without any maintenance fee.

3. If no new e-Products are purchased within this original 5-year-period from the last date of the invoice, the online access to the purchased content automatically lapses as soon as these five years run out. In this case though, online archival access can be provided and extended upon Licensee's explicit request against a maintenance fee of CHF 500.00 (subject to change, which is in the sole discretion of the Publisher) for another 5-year-period.

4. Further extensions of the online archival access are possible for a single or for multiple 5-year-periods without time limitation against prepayment of a corresponding maintenance fee. Alternatively the Publisher may quote a perpetual access fee upon request after a 5-year-period without any additional e-content purchase.

5. In the event that the Publisher himself can no longer provide such archival access, the Publisher will make the online format of the Licensed Content available through the third-party service provider Portico, who may impose his own charges, for which the Publisher is not accountable or in any way involved in the negotiation process.
Supply of Copies to other Libraries (Interlibrary Loans)

The Licensee may supply to an Authorized User of another library within the same country as the Licensee either by post or fax transmission, for the purpose of research or private study and not for Commercial Use, a single paper copy of an electronic original of an individual document which is part of the Licensed Materials - ActiveBooks to be excluded, see clause 2.5 of Prohibited Use. For the avoidance of doubt, electronic transmissions are not permitted without the express prior written consent of the Publisher.

Course Packs and Electronic Reserve

For the avoidance of doubt, the Licensee may not incorporate all or any part of the Licensed Materials in Course Packs or Electronic Reserve collections for non-Authorized Users without the prior written permission of the Publisher, which may set out further terms and conditions for such usage.

Prohibited Use

1. Neither Licensee nor Authorized Users may:
   1.1 Remove or alter the authors' names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials;
   1.2 Systematically make print or electronic copies of multiple extracts of the Licensed Materials for any purpose (other than temporary backup copies);
   1.3 Systematically download the Licensed Materials, especially operated by an application server/robot;
   1.4 Mount or distribute any part of the Licensed Material on any electronic network, including, without limitation, the Internet and the World Wide Web, other than the Secure Network;
   1.5 Users may not integrate material from the Electronic Journals or Books with other material or otherwise create derivative works in any medium. This is not meant to prohibit quotations for purposes of comment, criticism or similar scholarly purposes;
   1.6 Alter, abridge, adapt or modify the Licensed Materials, neither their words nor their order, except to the extent necessary to make them perceptible on a computer screen or as otherwise permitted in this License. For the avoidance of doubt, no alteration of the words or their order is permitted.

2. With regard to KargerActiveBooks only, due to the technical specifications of the product, neither Licensee nor Authorized Users may:
   2.1 Make electronic copies of individual items taken from the Licensed Materials for storage on the Authorized User's computer;
   2.2 Distribute single copies of individual items taken from the Licensed Materials electronic format to other Authorized Users;
   2.3 Load the Licensed Materials on Licensee's server on the Secure Network;
   2.4 Make backup copies of the Licensed Materials;
   2.5 Supply to Authorized Users, by electronic means, copies of one or more individual items taken from the Licensed Materials.

3. Considering the restrictions under clause 2 the Publisher's express prior written permission must be obtained in order to:
   3.1 Use all or any part of the Licensed Materials for any Commercial Use;
   3.2 Systematically distribute the whole or any part of the Licensed Materials to anyone other than Authorized Users;
   3.3 Publish, distribute or make available the Licensed Materials, works based on the Licensed Materials or works which combine them with any other material, other than as permitted in this License.

4. As to Prohibited Uses of our Open Access Journals, please refer to our Open Access License at: www.karger.com/OA-License.
Data Protection and Linking Policy

The Publisher recognizes the importance of protecting the information it collects and will take reasonable steps to maintain the security, integrity and privacy of this information.

The Publisher may provide links to third-party Web sites. Where such links exist, the Publisher disclaims all responsibility and liability for the content of such third-party Web sites. Users assume the sole responsibility for the accessing of third-party Web sites and the use of any content appearing on such Web sites.

General Terms

This license constitutes the entire agreement of both parties and supercedes all prior understandings and agreements relating to the subject matter of this License, whether oral or written. Alterations to this License are only valid if signed by both parties. The Licensee may not assign the License to any other person or organization unless agreed upon in writing by both parties. The invalidity of any provision shall not affect the continuation of the remainder of this License.

This agreement is construed and shall be enforced in accordance with the laws of Switzerland and falls within the jurisdiction of the courts of Basel.

Warranty Limitations

The Web site of the Publisher and all materials contained therein are approved on an ‘as is’ basis, without warranties of any kind, either expressed or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The use of the Electronic Journals, Books and ActiveBooks, and all other materials is at the User’s own risk. Access to the Electronic Journals, Books and ActiveBooks and all other materials might be interrupted and may not be error free.