

# Conditions of Use for Content licensed from SPIE (Society of Photo-Electronic Instrumentation Engineers)

## 2. AUTHORIZED USERS

SPIE grants to the Client and its Authorized Users online access to titles listed in Appendix B. This grant extends only to the Client and to Authorized Users at its Sites and may not be transferred or extended to others. For purposes of this Agreement, “Authorized Users” means only the employees of the Client and other individuals whom the Client warrants have legal access to the Site’s collections and facilities on-site, using an IP address within the ranges identified in Appendix C. The Client will exercise reasonable vigilance and shall be responsible for all access control and security measures necessary to ensure that the Sites’ IP addresses are not used to access the SPIE Digital Library by anyone other than Authorized Users. The Client warrants and represents that common and reasonable methods will be used to inform Authorized Users of general terms and conditions for the use of the licensed material that are consistent with this Agreement. Furthermore, the Client will make every attempt to enforce the terms of this Agreement upon receiving information from SPIE or any other source that reasonably indicates that one or more Authorized Users is in violation of the terms of this Agreement.

## 4. PERMITTED USE

- a. Authorized Users are permitted online access to the licensed material listed in Appendix B, and may download, save, or print text, search results, or other information from the licensed material solely for their private use or research. The Sites and Authorized Users may only use this online access in a way that conforms to all applicable laws and regulations.
- b. For the licensed material listed or referred to in Appendix B SPIE grants Authorized Users permission to use brief quotations from the content of the online papers and journals with the customary acknowledgment of the source, and to copy and transmit content from individual papers or articles in “person-to-person” and non-systematic exchanges of information between Authorized Users and specific individuals
- c. The Client agrees that use of the licensed material by the Sites or Authorized Users other than indicated above is a violation of the terms of this Agreement. Any other use of the licensed material requires the written permission of the copyright holder.

## 5. PROHIBITIONS ON CERTAIN USE

- a. The Client shall not knowingly permit anyone other than Authorized Users to use the Licensed Material. Altering, recompiling, systematic or programmatic copying, reselling, redistributing, publishing or republishing (beyond the brief quotations permitted under Section 4) of any paper or journal text, output, search result, or other information from the licensed material, or any portion thereof, including without

limitation, copyright, proprietary and/or other legal notices contained therein, in any form or medium is prohibited.

b. Systematic or programmatic downloading, printing, transmitting, or copying of the Licensed Material is prohibited. "Systematic or Programmatic" means downloading, printing, transmitting, or copying activity of which the intent or the effect is to capture, reproduce, or transfer the entire output of a proceedings or journal volume, a issue, or topical section, or sequential or cumulative search results, or collections of abstracts, articles, or tables of contents. Other such systematic or programmatic use of the Licensed Materials that interferes with the access of Authorized Users or that may affect the performance of the SPIE Digital Library system, for example, the use of "robots" to index content, is prohibited. Redistribution of the Licensed Materials, except as permitted in Section 4, without permission of SPIE and/or payment of an Item Fee or royalty to SPIE or to the Copyright Clearance Center, is prohibited.

c. Only a hard copy printed from the electronic files of the licensed material may be supplied by mail, fax, or Ariel. Under no circumstance may any electronic paper or article that is a part of the licensed material be transmitted in digital form by a Client or any related Site to any person or corporation not a part of this Agreement.

d. All rights not expressly granted herein are reserved to the stated Publisher of the licensed material, SPIE. The Sites and Authorized Users may not circumvent SPIE's access control systems or use SPIE's systems or services to make any attempt to gain unauthorized access to any other system or network.

e. SPIE shall not be required to distribute, and Sites shall not redistribute, the licensed material or any article therein to a country to which export is prohibited by U.S. law or regulation.

f. Client further recognizes and agrees that misuse or abuse of the Licensed Materials can bring financial harm to SPIE and that such harm would be difficult to quantify, and it therefore agrees that, in the case of such misuse or abuse by Client or its Authorized Users, SPIE may seek injunctive relief in a court of competent jurisdiction and that SPIE would be entitled to reimbursement for court costs and attorney fees for successful action for injunctive relief.

## 8. COPYRIGHT

The licensed material and their contents, including abstracts, are copyrighted by the Publisher. This material is subject to all applicable copyright, database protection and other rights of the stated owner and Publisher under the laws of the United States and other countries. Copyright notices in the licensed material and its articles may not be removed, obscured, or modified in any way. Unauthorized copying or redistribution of any content licensed herein is a violation of copyright laws.