

3. Permitted Uses

3.1 The Licensee may, subject to Para. 4 below:

3.1.1 Make temporary (less than 24 hours) local electronic copies by means of caching of all or part of the Licensed Material as is necessary to ensure efficient use by Authorized Users, provided that such use is subject to all the terms and conditions of this Agreement and does not result in the making available to Authorized Users of duplicate copies of the Licensed Material.

3.1.2 Allow Authorized Users to have access to the Licensed Material, from Project Euclid's server or from another server designated or approved in writing by Project Euclid via the Secure Network.

3.1.3 Allow Walk-in Users to have access to the Licensed Material, from Project Euclid's server or from another server designated by Project Euclid at computer terminals within the Library Premises only.

3.1.4 Provide single printed or electronic copies of single articles at the request of individual Authorized Users.

3.1.5 Provide interlibrary loans.

3.1.6 Display, download or print the Licensed Material for the purpose of internal promotion or testing, or for training Authorized Users.

3.2 Authorized Users shall be informed that they may, subject to Para. 4 below:

3.2.1 Search, view, retrieve and display the Licensed Material.

3.2.2 Electronically save selected parts of the Licensed Material for personal use.

3.2.3 Print off single copies of selected parts of the Licensed Material for personal use.

3.3 Authorized Users, except Walk-in Users, shall be informed that they may, subject to Para. 4 below:

3.3.1 Create multiple copies of a discrete excerpt from the Licensed Material for **Project Euclid Prime Subscriber License** rev'd December 2006 1/15/2007 3

classroom instruction use, consistent with existing "fair use" law and regulation. Each such copy shall carry appropriate acknowledgment of the source, listing title and author of extract, title and author of work, and publisher.

3.3.2 Incorporate selected parts of the Licensed Material in Electronic Reserves for the use of Authorized Users in the course of instruction. Each such item shall carry appropriate acknowledgment of the source, listing title and author of extract, title and author of work, and publisher. The electronic copy of such items shall be deleted by the Licensee when it is no longer required for such purpose.

3.4 Nothing in this License shall in any way exclude, modify or affect anything the Licensee or any Authorized User is allowed to do in respect of any of the Licensed Materials consistent with existing "fair use" law, defined by the U.S. Copyright Code of 1976 (17 U.S.C. § 105-107).

4. Prohibited Uses

4.1 Neither the Licensee nor Authorized Users may remove or alter the authors' names, copyright notices, trademarks, or other means of identification or disclaimers as they appear in the Licensed Material.

4.2 Neither the Licensee nor Authorized Users may systematically make print or electronic copies of multiple extracts of the Licensed Material for any purpose other than temporary caching as permitted in Para. 3.1.1.

4.3 Neither the Licensee nor Authorized Users may mount or distribute any part of the Licensed Material on any electronic or other data network including, without limitation, the Internet and the World Wide Web, other than through a Secure Network.

4.4 Project Euclid's explicit written permission must be obtained in order to:

4.4.1 Reproduce the whole or any part of the Licensed Material for any Commercial Use.

4.4.2 Systematically make available or distribute the whole or part of the Licensed Material to anyone other than Authorized Users.

4.4.3 Publish, distribute or make available the Licensed Material, works based on the Licensed Material or works which combine it with any other material, other than as permitted in this License.

4.4.4 Alter, abridge, adapt or modify the Licensed Material, except to the extent necessary to make it perceptible on a computer screen, or as otherwise permitted in this License, to Authorized Users. Unless specifically authorized in writing by Project Euclid or the copyright holder, no alteration of the words or their order is permitted.

4.5 Should Project Euclid detect unauthorized access to the Licensed Material, or any prohibited uses of the Licensed Material set forth in this License, it reserves the right to prevent access to the Licensed Material, immediately and without prior notice, by the IP Addresses or Subnets involved in the unauthorized or prohibited activities, and to maintain this suspension of access while these activities are investigated and until they are terminated by the Licensee to the satisfaction of Project Euclid.