American Nuclear Society ONLINE JOURNAL SUBSCRIPTION AGREEMENT

Please print all information clearly. Illegible information will delay activation

The American Nuclear Society (ANS) and the subscribing institution identified on this form agree to the terms and conditions specified on the reverse, specifically items one (1) through thirteen (13).

SUBSCRIBI	NG ORGANIZATION
University of	California, San Diego
)	
	Fax:
SCRIPTION AGE	NCY / DEALER INFORMATION
)	
	Fax:
	Agency Ref. No. LA-J-77255-00
	ORGANIZATION'S IP ADDRESS*
ngineering	See attached
	Jee deddied
chnology	
magazine)	
TIONS on the reverse sid	ine your IP address(es), and other information about your organizate of this form. By signing below, you are agreeing to comply with adicates you are authorized to sign this form on behalf of your organization.
	SCRIPTION AGE Ebsco Subscrip SUBSCRIBED TO Ingineering chnology magazine) k administrator to determine

To access publications online go to: http://epubs.ans.org

American Nuclear Society LICENSE TERMS AND CONDITIONS

1. Scope of Agreement. By executing this agreement and paying the accompanying subscription fee, the subscribing organization is granted a nonexclusive, revocable, nontransferable license to access ANS journals over the Internet via the subscribing organization's Internet Protocol addresses (IP addresses). Authorized users must be employees, faculty, staff, and students officially affiliated with the subscribing organization and authorized users of the subscribing organization's library facilities. This includes occasional users who access ANS journals through stations physically located on the site and under the control and administration of the subscribing organization. Authorized users include individuals affiliated with remote sites or campuses of the subscribing organization that are administered from the subscribing organization's site or campus, but NOT individuals affiliated with remote sites or campuses that have separate administrative staffs.

The subscription entitles authorized users to access ANS online journals and make searches of the subscribed journals. It also allows the authorized users to make one hard copy of the output of any search. These hard copies can be shared with nonauthorized users to the same extent as the print edition, provided such sharing is for the purpose of scholarly communication or educational use and there are no commercial benefits. Authorized users who do print articles must maintain all copyright and other declarations on the printed articles. The subscription also entitles the authorized users that do download search results to hard disk or diskette. Authorized users that do download articles must maintain all copyright and other notices on the articles.

An authorized user may NOT make ANS online journals available electronically to anyone other than another authorized user, whether by telephone link or by permitting access through a terminal or computer, or by any other means or arrangement.

This agreement is enforceable only against and by the parties who have executed it. The agreement does not create nor restrict rights in third parties. ANS understands that the subscribing organization is unable to practically enforce the terms of the agreement for third parties. However, ANS asks that the subscribing organization agree to make reasonable effort to take appropriate action should they become aware of any misuse that would violate the terms of the agreement and that the subscribing organization continue to promote an environment that does not allow for abuse of the terms of the agreement.

- 2. Terms and Fees. This agreement will last through the end of the calendar year in which the subscription first becomes effective. This agreement will remain in effect thereafter for successive subscription years so long as annual subscription fees are paid, subject to any new terms and/or conditions specified by ANS at that time and shared with the subscribing organization 30 days in advance. Both ANS and the subscribing organization have the right to terminate this agreement at the end of a subscription year by written notice given at least 30 days before the end of the subscription year.
- Access. Access to material is for the length of the agreement period only.
 There is no access to material after the agreement is terminated.

ANS reserves the right to suspend or terminate access to ANS online journals without prior notice if the subscribing organization or any authorized user of the subscribing organization violates any term of this agreement.

- 4. Technical Assistance and Customer Support. Technical assistance and customer support can be obtained Monday through Friday, excluding holidays, from 9:00 a.m. to 4:30 p.m. CST by calling sending e-mail to
- 5. Copyright. The American Nuclear Society is the owner of all right, title, and interest, including copyright, translation rights, redistribution rights, and the right to produce the material in alternate media, for any and all materials that can be accessed under this agreement. ANS online journals and their content are subject to copyright, database protections, and other rights of the publisher (ANS) under the laws of the United States and the country of use.

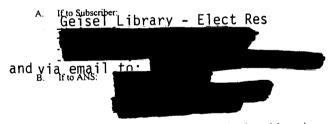
The subscribing organization acknowledges that it has no claim to ownership by reason of its use of or access to ANS online journals.

Downloading or photocopying of the data is permitted for personal or educational use to the same extent as the print edition of the publication. Other recompiling, copying, publication, or republication of the data, or any portion thereof, in any form or medium whatsoever, may be done only with specific written permission from ANS.

6. Disclaimer of Warranties. ANS warrants that it has the authority to grant the license as described in this agreement. ANS has made and will make reasonable efforts to ensure that ANS online journals are complete and accurate. However, ANS does not warrant their completeness or accuracy and does not warrant that the subscribing organization or any authorized user's use of ANS online journals will be uninterrupted or error free, or that the results obtained will be useful or will satisfy the subscribing organization's or any authorized user's requirements.

ANS makes no other warranties or representations of any kind, either express or implied, including but not limited to, warranties of design, merchantability or fitness for a particular purpose, or arising from a course of dealing, usage or trade practice.

- 7. Liability. The subscribing organization's sole and exclusive remedy for damages and or loss in any way connected with this license shall be limited to the amount of the license fee. Under no circumstances shall ANS be liable to subscribing organization or any other person, including but not limited to authorized users, for any special, incidental, or consequential damages of any character, including without limitation, damages arising out of inability to access ANS's journals or errors or inaccuracies in the journal content.
- 8. Delays. Neither party shall be responsible for delay or failure in performance resulting from acts beyond the control of such party. Such acts shall include, but not be limited to, an act of God, an act of war, riot, epidemic, fire, flood, other disasters or an act of government.
- 9. General. This agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings. The various headings in this agreement are informational only and do not limit the scope or content of the subject matter contained therein. No waiver, amendment, or modification of this Agreement shall be effective unless it is in writing and signed by the parties hereto.
- Notices. All notices and other communications relating to this Agreement shall be in writing and shall be addressed as set forth below:



Notices shall be deemed received upon actual receipt of overnight courier delivery, registered or certified mail, postage prepaid, return receipt requested. Any addressee may alter the address to which such communications are to be sent by giving notice of such change of address.

- The subscribing organization may not assign or transfer its rights under this agreement.
- 12. Should any provision of this agreement be held to be void or unenforceable, the remaining provisions shall remain in full force and effect to be read and construed as if the void or unenforceable provisions were originally deleted.
- 13. The validity, interpretation, and performance of this agreement shall be governed by the laws of the state of Illinois, excluding that body of laws dealing with conflict of laws. Venue shall be the courts of competent jurisdiction located in the Northern District of Illinois.