INSTITUTIONAL USER LICENSE

1. BY SIGNING THIS LICENSE AGREEMENT ("AGREEMENT"),
the institution identified below ("Subscriber" or "you") agrees to the terms and conditions set forth in this Agreement. In turn, the Geological Society of America ("GSA") grants the Subscriber and Authorized Users at the Authorized Site the right to access GSA's online versions of the below-indicated journals subject to the following terms and conditions.

Subscribing Institution  __ University of California, San Diego
Billing Address  __ SIO Library 0175A Serials 9500 Gilman Drive

La Jolla, CA 92093-0179
Subscriber Account #
Publication(s) GSA Bulletin Geology
IP Addresses and/or Ranges SEE ATTACHED LIST

Contact person responsible for administration of online journals:

Name  
Address Library - Electronic Resources
University of California, San Diego 9500 Gilman Drive 0175A
La Jolla, CA 92093-0175
Telephone  
Fax 
E-mail Please print clearly. Notification that your online access is active will be sent by e-mail to this address. Send notice of any changes to this e-mail address to mailto:gsa@allenpress.com or mailto:jolsen@geosociety.org.
GSA's online journals are the electronic versions of those listed journals to which the Subscriber maintains a valid print and online subscription. Please indicate your current journal subscriptions by marking the appropriate spaces below. The span of articles currently available online is indicated below. The GSA Online Journals Service ("GSAOJS") includes the Online Journals as listed below, and any additional materials that GSA may choose to provide.

Print and Online Journals Published and Copyrighted by The Geological Society of America

Geological Society of America Bulletin
Geology

TERMS AND CONDITIONS

2. IP Addresses.
   Internet Protocol ("IP") addresses and/or address ranges for the Subscriber and its Authorized Users as defined below are indicated in Section 1.

3. Authorized Users.
   GSA grants a non-exclusive, non-transferable license to the Subscriber and Authorized Users at the Authorized Site for online access to the GSAOJS, including each Online Journal for which the Subscriber maintains a current subscription to the print and online version thereof. This grant extends only to the Subscriber and such Authorized Users individually and may not be transferred to, or extended to, others. For purposes of this Agreement, "Authorized Users" means only employees, faculty, students, researchers, librarians, executives or employees of the Subscriber, and may also include users from the general public or business invitees who are permitted by the Subscriber to access the Online Journals from designated terminals on a Subscriber-controlled IP address at the Authorized Site using an IP address within the range identified in Section 1. For purposes of this Agreement, "Authorized Site" means a localized site (one geographical location) that is under a single administration. For an organization with locations in more than one city, each city is considered to be a different site. For an organization that has multiple locations in the same city that are administered independently, each location is considered to be a different site.

   The Subscriber is responsible for undertaking reasonable measures to prevent access by unauthorized persons to its IP addresses, and to ensure that authorized users observe the terms and conditions that are set forth in this Agreement. The Subscriber shall be responsible for access control and security measures necessary to ensure that the Subscriber's IP addresses are not used to access the GSAOJS by other than Authorized Users. Furthermore, the Subscriber will make every attempt to enforce the terms of this License upon receiving information from GSA or any other source that reasonably indicates that one or more Authorized User is in violation of the terms of this License.

4. Permitted Use.
   The Subscriber and Authorized Users are permitted online access to the GSAOJS and the Online Journals indicated in Section 1, and may download, save, or print text, search results, or other information from the GSAOJS solely for the private use or research of the Subscriber and the Authorized Users. The Subscriber and Authorized Users may only use this online access in a way that conforms to all applicable laws and regulations. GSA grants the Subscriber and Authorized Users permission to use brief excerpts, figures, and tables from the content of Online Journal articles with the
appropriate credit of the source, and to copy and transmit content from individual Online Journal articles with third parties to the same extent as the print edition of the Online Journal or as permitted under the fair use provisions of the U.S. Copyright Act, subject to the restrictions, if any, set forth in any article included in an Online Journal.

The Subscriber may incorporate parts of the Licensed Materials 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 commercial use. Each such item shall carry appropriate acknowledgment of the source. Copies of such items shall be deleted by the Subscriber when they are no longer used for such purpose.

The Subscriber specifically agrees that use by the Subscriber or Authorized Users other than indicated above is a violation of the terms of this Agreement.

5. Prohibited Uses.
Altering, recompiling, copying, reselling, redistributing, publishing or republishing (beyond the brief excerpts, figures, and tables, course packs and password-protected electronic reserve collections permitted, under Section 4) of any journal text, output, search results, or other information from the Online Journals, including, without limitation, copyright, trade secret, proprietary, and/or other legal notices contained therein, in any form or medium is prohibited. Systematic downloading, service bureau redistribution services, printing for fee-for-service purposes and/or the making of print or electronic copies for transmission to non-subscribers or non-subscribing institutions are prohibited. Downloading portions of the GSAOJS or Online Journals for the purpose of creating pre-loaded local copies (not including transient, dynamic caches of individually requested material) for redistribution is prohibited. All rights not expressly granted are reserved to GSA. The Subscriber and Authorized Users agree that they will not circumvent GSA's access control systems.

GSA shall not be required to distribute, and Subscriber shall not redistribute, the GSAOJS or Online Journals to a country where the export thereof is prohibited by U.S. law or regulation.

6. Duration of Agreement.
The Subscriber agrees to pay GSA the appropriate License fee specified on the invoice for a term of one calendar year starting on January 1 of the current year and ending December 31. Upon receipt of a completed, signed Agreement, access to the journal database will be activated. All License fees must be paid within 30 days after activation of service. This Agreement will remain in effect while the Subscriber maintains a current paid print and online subscription to the Online Journal(s). This Agreement will terminate:
a. Subject to b. and c. below, if the print and online subscription lapses (termination is effective at the end of the paid subscription period).
b. If either party breaches a term of this Agreement, the other may send written notice of the breach, including a reasonable cure period not less than 15 business days. If the breach is not cured within that time, or if the parties do not reach a satisfactory agreement on extending the cure period, then the non-breaching party may terminate this Agreement effective immediately upon written notice.
c. Following thirty (30) days prior written notice by GSA of any change in the terms of this Agreement, receipt by GSA of notice from the Subscriber in writing by e-mail, or by fax that the Subscriber accepts such change(s), GSA's new terms shall apply. This Agreement shall renew automatically for the ten of any print and online subscription upon receipt by GSA of payment for the subscriptions.
7. **Copyright.**
The GSAOJS and Online Journals and their contents, including abstracts, are copyrighted by the GSA under the Copyright Law of the United States (Title 17, U.S. Code), which is party to both the Universal Copyright Convention and the Berne Copyright Convention, and are subject to all applicable copyright, database protection, and other rights of GSA as copyright owner and publisher under the laws of the United States and other countries. Subscriber and Authorized Users agree not to remove or obscure copyright notices. This license grants no copyright or ownership interests to Subscriber or Authorized Users for any of the material and proprietary information referred herein belonging to GSA.

8. **Failure of Performance.**
Following online access approval, the Subscriber and Authorized Users will be permitted to attempt online access to the GSAOJS at any time. GSA, however, will not be liable for any delay, downtime, transmission error, software or equipment incompatibilities, force majeure, or other failure of performance whether such failure of performance is caused by GSA or an outside service provider contracted with by GSA. GSA will use commercially reasonable efforts to correct any material performance problem brought to its attention and may suspend performance pending such correction. GSA's responsibility to the Subscriber and Authorized Users does not extend beyond such efforts.

9. **Official Version of Record.**
GSA will use commercially reasonable efforts to ensure that the Online Journals correspond in content with the related print journal but GSA does not guarantee that they do. In the event of any discrepancy between the print and online version, the print version of the journal will be the official version of record.

10. **Archival Copy.**
On termination of this Agreement, GSA shall provide continuing access for Subscriber to that part of the Online Journal(s) which was published and paid for within the subscription period, either from the GSAOJS or by supplying electronic files or CD-ROMs to the Subscriber or by permitting Subscriber upon request to create one (1) copy of such content, except where such termination is due to a breach of the Agreement by the Subscriber and which the Subscriber has failed to remedy as provided in Section 6.b.

11. **GSAOJS Statistics and Privacy of Authorized User Information.**
GSA recognizes the importance of protecting the privacy of Authorized User information collected on GSAOJS. GSA will not collect personally identifiable information unless the information is willingly provided to GSA by GSAOJS visitors. Any usage data compiled by GSA will be collected by a method consistent with applicable privacy laws and written confidentiality requirements of this agreement. The anonymity of individual users and the confidentiality of their searches shall be fully protected by GSA. GSA will not release statistical reports or data that reveal confidential information about users. GSA will not release or sell statistical usage of information about the Subscriber without the Subscriber's permission. All individual usage data, such as number of searches or articles downloaded, will be used for GSA's private internal use only.

12. **Disclaimer of Warranties; Limitation of Liability; Indemnification.**
GSA warrants that it is entitled to grant the Subscriber the licenses granted in this Agreement. EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, THE GSAOJS AND ONLINE JOURNALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, [text deleted]
Neither the GSA, nor any individual or other party involved in the creation, production or delivery of the GSAOJS and Online Journals shall be liable for any damages that result from subscriber's use of the GSAOJS and Online Journals such as lost time, lost profits, computer problems, or other special, incidental, or consequential damages, regardless of whether such damages are foreseeable or whether such damages are deemed to result from the failure or inadequacy of any exclusive or other remedy. In no case shall subscriber's liability exceed the amount of license fees paid during the 12-month period preceding any claim or notification of damages. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. No claim may be made against GSA unless suit is filed thereon within one (1) year after the event giving rise to the claim.

The subscriber assumes sole responsibility for all use of the GSAOJS and the Online Journals by the subscriber.


The subscriber may not assign or transfer its rights or obligations under this Agreement except with the prior written consent of GSA.

The subscriber must pay any taxes, (including but not limited to any applicable Value Added Taxes, Sales Taxes, and Import Taxes) other than taxes on GSA's net income, arising out of the subscriber's use of the Online Journals and/or the rights granted under this Agreement. The provisions of Sections 3, 4, 5, 7, 9, 10, 11, 12 and 13 hereof shall survive any expiration or termination of this Agreement.

This Agreement constitutes the complete understanding of the parties and supersedes all prior oral and written understandings between the parties with respect to the subject matter of this Agreement. No modification, amendment or waiver of any provisions shall be valid unless in writing and signed by both parties. Any waiver in one or more instances by either of the parties of any breach by the other of any terms or provisions contained in this Agreement shall not be considered a waiver of any succeeding or preceding breach.
ACCEPTANCE PROCEDURE

I have read 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 License on behalf of the Subscribing Institution identified in Section 1 above.

ACCEPTED

AUL Technical Services
Print name and title of Authorizing Person

Date Signed by Authorizing Person

Accepted by GSA

Please mail the completed and signed Agreement to:
Geological Society of America Subscription Services
PO Box 1897
Lawrence, KS 66044-8897, USA

Questions concerning this Agreement should be directed to:
Jon Olsen
Director of Publications
Geological Society of America 3300 Penrose Place
PO Box 9140
Boulder, CO 80301-9140