

IEEE MEMBER DIGITAL LIBRARY SUBSCRIBER AGREEMENT

The IEEE Member Digital Library (MDL) is a service of the IEEE available to IEEE Members.

Section 1. How Do I Register?

By completing this registration process and agreeing to the terms of this Agreement, you become a subscriber ("Subscriber") to the IEEE MDL. This Agreement governs all use of the IEEE MDL and access to the IEEE Electronic Content, as defined below. This is the entire Agreement between IEEE and Subscriber relating to the IEEE MDL.

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY AND ACKNOWLEDGE YOUR UNDERSTANDING AND ACCEPTANCE BY SELECTING THE **I AGREE** BUTTON BELOW.

IN ORDER TO BE AND REMAIN A SUBSCRIBER AND PREVENT SUSPENSION OF YOUR ACCESS TO THE IEEE MDL OR TERMINATION OF THIS AGREEMENT (SEE SECTION 10), YOU MUST BE AN IEEE MEMBER, AS DEFINED BELOW, AT ALL TIMES DURING THE TERM OF THIS AGREEMENT.

BY SELECTING THE **I AGREE** BUTTON BELOW, YOU AGREE TO SUBSCRIBE TO THE IEEE MDL FOR A MINIMUM INITIAL 6-MONTH TERM AND PAY ALL FEES DUE HEREUNDER. **YOU MAY NOT TERMINATE THIS AGREEMENT DURING THE INITIAL TERM EXCEPT AS PROVIDED IN SECTION 10(d)(i) HEREIN.**

UPON COMPLETION OF THE REGISTRATION PROCESS, YOU WILL BE IMMEDIATELY CHARGED THE THIRTY-FIVE U.S. DOLLAR (\$35) MONTHLY FEE FOR THE FIRST MONTH OF SERVICE, AND THE PERIOD BETWEEN THAT DATE AND THE LAST DAY OF THAT CALENDAR MONTH SHALL CONSTITUTE YOUR FIRST MONTH OF SERVICE.

THE 25 DOCUMENTS PER CALENDAR MONTH ALLOTMENT GRANTED UNDER THIS AGREEMENT MUST BE USED BEFORE THE CONCLUSION OF EACH CALENDAR MONTH, EVEN IN THE CASE OF A PARTIAL MONTH, AS MAY OCCUR IN YOUR FIRST MONTH OF SERVICE. REGARDLESS OF WHICH DAY OF THE MONTH YOU SIGN UP FOR SERVICE, YOU MUST USE THE 25 DOCUMENTS PER CALENDAR MONTH ALLOTMENT BEFORE THE CONCLUSION OF THAT CALENDAR MONTH. FOR EXAMPLE, IF YOU SIGN UP FOR SERVICE ON APRIL 15, YOU WOULD HAVE UNTIL APRIL 30 TO USE THE 25 DOCUMENTS PER CALENDAR MONTH ALLOTMENT FOR THE MONTH OF APRIL.

If you do not agree with the terms and conditions of this Agreement, select the CANCEL button or click your browser's back button and access will not be provided to the IEEE MDL. By selecting **I AGREE** and using the IEEE MDL, you agree to be bound by the terms and conditions of this Agreement.

Section 2. Changes to This Agreement.

(a) IEEE may at any time during the Initial Term or any Renewal Term, as defined below in Section 10, amend this Agreement or modify the features, services and functions available to Subscriber or the fees charged for use of the IEEE MDL. Any amended Agreement will be made available online at <http://www.ieee.org/ieeemdl> and will be effective immediately upon posting by IEEE. By acknowledging acceptance of the amended Agreement or by using the IEEE MDL after any amendment by IEEE, you agree to be bound by the Agreement, as amended. If any amended Agreement during your Initial Term implements an increase in the fees set forth in Section 5 or a decrease in the number of Documents, as defined below, that you may access per month as set forth in Section 4(a), you may terminate the Agreement and any access to the IEEE MDL as provided in Section 10(d)(i).

(b) IEEE reserves the right to implement Digital Rights Management (DRM) technology to protect the IEEE Electronic Content and ensure that Documents are used in compliance with the terms and conditions of this Agreement. DRM technology may encrypt the contents of Documents and prevent Subscriber from using Documents except in the ways expressly authorized under this Agreement.

Section 3. What Our Terms Mean.

“Document” means the full-text PDF of a single journal paper, transaction paper, magazine article or conference paper available in the IEEE Electronic Content.

“Effective Date” means the day Subscriber completes the registration process set forth in this Agreement.

“Filing Cabinet” means an electronic storage area hosted by IEEE where Subscribers can access stored links to Documents in accordance with the terms of this Agreement.

“IEEE Electronic Content” means the IEEE journals, transactions, magazines and conference proceedings that are available through IEEE *Xplore*®. IEEE Electronic Content shall not include IEEE standards or any content of the Institution of Electrical Engineers (“IEE”).

“IEEE Member” means a paid-up member of the IEEE, including student and life members, authenticated by IEEE as eligible to subscribe to and access the IEEE MDL. Affiliate members of an IEEE Society will not be eligible to subscribe to the IEEE MDL.

“IEEE Web Account” means the IEEE Member username and password on file with IEEE for accessing IEEE online products and services, including the IEEE MDL. To register for an IEEE Web Account, go to <http://www.ieee.org/web/accounts/>.

Section 4. Description of the IEEE MDL Product.

(a) **What do I Get?** The IEEE MDL is a subscription product that provides the Subscriber access to 25 Documents per calendar month from the IEEE Electronic Content. Links to Documents accessed by Subscriber may be stored in the Filing Cabinet. Subscriber may not carry over into any succeeding months any unused access from Subscriber’s 25 Documents per calendar month allotment. Subscriber may access an unlimited number of articles from IEEE Spectrum Magazine, which shall not count toward the 25 Documents per calendar month allotment, and the articles will not be stored in the Filing Cabinet. Any documents accessed by Subscriber that are

included in Subscriber's active IEEE electronic subscriptions based on IEEE Society business rules will not count towards the IEEE MDL 25 Documents per calendar month allotment and will not be stored in the Filing Cabinet. THE 25 DOCUMENTS PER CALENDAR MONTH ALLOTMENT MUST BE USED BEFORE THE CONCLUSION OF EACH CALENDAR MONTH, EVEN IN THE CASE OF A PARTIAL MONTH, AS MAY OCCUR IN SUBSCRIBER'S FIRST MONTH OF SERVICE. REGARDLESS OF WHICH DAY OF THE MONTH SUBSCRIBER SIGNS UP FOR SERVICE, SUBSCRIBER MUST USE THE 25 DOCUMENTS PER CALENDAR MONTH ALLOTMENT BEFORE THE CONCLUSION OF THAT CALENDAR MONTH. FOR EXAMPLE, IF SUBSCRIBER SIGNS UP FOR SERVICE ON APRIL 15, SUBSCRIBER WOULD HAVE UNTIL APRIL 30 TO USE THE 25 DOCUMENTS PER CALENDAR MONTH ALLOTMENT FOR THE MONTH OF APRIL.

(b) **How Does the Filing Cabinet Work?** All links to Documents accessed by Subscriber during the Term of the Agreement will be stored in a Filing Cabinet hosted by IEEE and available via IEEE *Xplore*®. All links to Documents stored in the Filing Cabinet shall be accessible during the Term of the Agreement.

Section 5. Fees.

(a) A thirty-five U.S. Dollar (\$35) monthly fee will be charged to Subscriber regardless of whether Subscriber uses the IEEE MDL. All charges will appear on Subscriber's monthly credit card statement. THE THIRTY-FIVE U.S. DOLLAR (\$35) MONTHLY FEE WILL BE IMMEDIATELY CHARGED TO SUBSCRIBER ON THE EFFECTIVE DATE FOR THE FIRST MONTH OF SERVICE, AND THE PERIOD BETWEEN THE EFFECTIVE DATE AND THE LAST DAY OF THAT CALENDAR MONTH SHALL CONSTITUTE SUBSCRIBER'S FIRST MONTH OF SERVICE.

(b) Subscriber shall be solely responsible for all costs associated with establishing access to and use of the IEEE MDL, and any applicable sales, use, ad valorem or other taxes for which Subscriber is responsible.

(c) Subscriber is responsible for all access to and use of the IEEE MDL by means of Subscriber's IEEE Web Account, even if Subscriber did not know of or authorize such access and use.

(d) Subscriber must provide IEEE with prompt notice in accordance with Section 14 of changes to credit card information, such as account number, expiration date or billing address or if Subscriber wishes to designate a different credit card. Failure to promptly provide such information may result in termination or suspension of Subscriber's use of the IEEE MDL in accordance with Section 10.

Section 6. Grant of License.

IEEE grants Subscriber a non-exclusive, non-transferable, license to access the IEEE Electronic Content and to use any Documents accessed from the IEEE Electronic Content in accordance with the terms and conditions of this Agreement.

Section 7. What We Authorize You To Do And What We Ask You Not To Do.

(a) Subscriber is authorized to do the following:

- (i) search and view the content of the IEEE Electronic Content;
- (ii) access links to Documents as permitted by Section 4 for individual use;
- (iii) print individual Documents from the IEEE Electronic Content for individual use;
- (iv) make a reasonable number of photocopies of a Document for individual use

(b) Notwithstanding any of the terms of subparagraph (a) of this section, Subscriber shall not:

- (i) allow anyone other than Subscriber to use the IEEE MDL or access the IEEE Electronic Content;
- (ii) display or otherwise make any information from the IEEE Electronic Content available to anyone other than Subscriber;
- (iii) transmit electronically, via e-mail or any other file transfer protocol, any portion of the IEEE Electronic Content;
- (iv) create a searchable archive of the IEEE Electronic Content;
- (v) use robots or intelligent agents to access, search and/or systematically download or access any portion of the IEEE Electronic Content;
- (vi) sell, re-sell, rent, lease, license, sublicense, assign or otherwise transfer the IEEE Electronic Content or any rights granted under this Agreement;
- (vii) use or copy any portion of the IEEE Electronic Content for document delivery, fee-for-service use, or bulk reproduction or distribution of materials in any form, or any substantially similar commercial purpose;
- (viii) alter, modify, repackage or adapt the IEEE Electronic Content;
- (ix) make any edits or derivative works with respect to any portion of the IEEE Electronic Content, including any text or graphics;
- (x) delete or remove in any form or format, including on a printed article or photocopy, any copyright information or notice contained in any Document; or
- (xi) combine any portion of the IEEE Electronic Content with any other material.

Section 8. Our Intellectual Property Rights.

Subscriber agrees that IEEE is the owner of all right, title and interest in and to the IEEE Electronic Content and/or has the right to license portions of the IEEE Electronic Content,

including all copyright and other intellectual property rights under United States and international laws. Except as expressly permitted by this Agreement, Subscriber may not copy, reproduce, distribute or prepare derivative works based upon the IEEE Electronic Content, or otherwise infringe IEEE's rights in the IEEE Electronic Content.

Section 9. Our Privacy Policy.

The IEEE privacy policy, which can be found at <http://www.ieee.org/about/documentation/copyright/privacy.htm>, shall apply to Subscriber's use of the IEEE MDL pursuant to this Agreement.

Section 10. Term and Termination of This Agreement.

(a) **Term.** Unless terminated sooner in accordance with subparagraphs (c) or (d) of this Section, this Agreement shall continue in effect for a minimum initial term of 6 calendar months (the "Initial Term") from the Effective Date. The Agreement shall automatically be renewed for additional 1-month periods (the "Renewal Terms") unless Subscriber sends notification of termination in accordance with subparagraph (d). The Initial Term and any Renewal Term shall constitute the "Term" of this Agreement.

(b) **Suspension by IEEE.** Notwithstanding the terms of subparagraph (a), IEEE may suspend Subscriber's access to the IEEE MDL in the event (i) there is any breach or threatened breach of Section 7 by Subscriber; (ii) IEEE fails to receive payment when due from Subscriber's credit card issuer; or (iii) Subscriber ceases being an IEEE Member (including any change in membership status to Affiliate). If Subscriber's access to the IEEE MDL is suspended pursuant to subsection (ii) or (iii) above, IEEE shall reactivate Subscriber's access to the IEEE MDL if Subscriber arranges the necessary credit card payment or restores IEEE Member status within thirty (30) days after notice of suspension from IEEE. Subscriber shall be responsible for all fees due under this Agreement during any period of suspension. If Subscriber fails to arrange the necessary credit card payment or restore IEEE Member status within (30) days after notice from IEEE, IEEE may terminate this Agreement and Subscriber's access to the IEEE MDL in accordance with subparagraph (c) below.

(c) **Termination by IEEE.** Without prejudice to IEEE's rights, IEEE may terminate this Agreement: (i) in the event Subscriber commits a breach of this Agreement which is remediable and not remedied within thirty (30) days of notice from IEEE requiring such remedy; (ii) immediately on notice being given by IEEE if Subscriber commits any irreparable breach of this Agreement or repeats any breach that has previously been the subject of a notice under subsection (i) above. If IEEE terminates this Agreement in accordance with this subparagraph (c) during the Initial Term of this Agreement, Subscriber shall immediately incur a charge for the entire balance of all fees due for the remainder of the Initial Term.

(d) **Termination by Subscriber.**

(i) During the Initial Term, if any amended Agreement implements an increase in the fees set forth in Section 5 or a decrease in the number of Documents that you may access per month as set forth in Section 4(a), you may terminate the Agreement and incur no further charges under the Agreement by providing notice of termination to IEEE in accordance with Section 14. Termination shall be effective at

the conclusion of the calendar month during which IEEE receives notice of termination.

(ii) Subscriber may terminate this Agreement for any reason and incur no further charges under the Agreement during the last month of the Initial Term or at any time during any Renewal Term, provided that Subscriber has fulfilled and fully paid all fees due under the Initial Term. In such event, Subscriber shall send notice of termination to IEEE in accordance with Section 14 not less than fifteen (15) business days prior to the end of the Initial Term or any Renewal Term. Termination shall be effective at the conclusion of the calendar month during which IEEE receives notice of termination.

(e) **Events Upon Termination.** Upon termination of this Agreement for any reason, Subscriber shall immediately cease to receive access to the IEEE MDL.

Section 11. Limited Warranty.

ACCESS AND USE OF THE IEEE ELECTRONIC CONTENT IS GRANTED HEREIN ON AN "AS IS" BASIS. IEEE MAKES NO WARRANTY TO SUBSCRIBER, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF QUALITY, PERFORMANCE, COMPATABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IEEE FURTHER MAKES NO WARRANTIES RESPECTING THE PERFORMANCE AND AVAILABILITY OF THE IEEE ELECTRONIC CONTENT, OR ANY HARM THAT MAY BE CAUSED BY THE TRANSMISSION OF A COMPUTER VIRUS, WORM, TIME BOMB OR OTHER COMPUTER PROGRAM.

Section 12. Limitation of Liability.

(A) IN NO EVENT SHALL IEEE BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS OCCASIONED BY, OR RESULTING FROM, ANY MALFUNCTION, DEFECT OR FAILURE OF THE IEEE ELECTRONIC CONTENT OR ITS DELIVERY VIA THE INTERNET (INCLUDING, BUT NOT LIMITED TO, INTERRUPTIONS IN SERVICE FOR MAINTENANCE TO THE SERVER(S) USED BY IEEE OR A CHANGE IN SERVER(S) USED BY IEEE AND LOSS OF LINKS FROM SUBSCRIBER'S FILING CABINET), INTENTIONAL OR UNINTENTIONAL BREACH OF CONTRACT, NEGLIGENCE, EITHER ACTIVE OR PASSIVE, OR ANY OTHER TORT BY IEEE ARISING FROM THIS AGREEMENT.

(B) IEEE UNDERTAKES NO RESPONSIBILITY FOR, AND DISCLAIMS ALL LIABILITY ARISING FROM, ANY INACCURACIES OR DEFECTS IN ANY SCRIPT SOFTWARE, COMMUNICATION LINES, THE INTERNET OR INTERNET SERVICE PROVIDER, SUBSCRIBER'S COMPUTER HARDWARE OR SOFTWARE, OR ANY OTHER SERVICE OR DEVICE USED TO ACCESS THE IEEE ELECTRONIC CONTENT, OR TO AUTHENTICATE SUBSCRIBER AS AUTHORIZED TO USE THE IEEE MDL OR ACCESS THE IEEE ELECTRONIC CONTENT.

(C) SUBSCRIBER ACKNOWLEDGES THAT IEEE IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION OR DATA CONTAINED IN THE IEEE ELECTRONIC CONTENT, AND IEEE SHALL NOT BE LIABLE FOR ANY LOSSES

RESULTING FROM SUBSCRIBER'S RELIANCE ON ANY SUCH INFORMATION OR DATA UNDER ANY CIRCUMSTANCES.

Section 13. No Assignment.

Neither the Agreement nor any part of it may be assigned, sublicensed or otherwise transferred by Subscriber to a third party without IEEE's prior written consent.

Section 14. Notice.

All notices required to be sent to IEEE by Subscriber may be delivered by e-mail to ieeemdl-help@ieee.org or by U.S. mail to IEEE Member Services, 445 Hoes Lane, Piscataway, NJ 08854, USA. All notices to be sent by IEEE to Subscriber may be delivered to the Subscriber's e-mail account on file with IEEE. Any notice sent by e-mail shall be deemed effective when sent. Any notice sent from Subscriber to IEEE by U.S. mail shall be deemed effective when received by IEEE. From time to time, IEEE may have important news or other information that it wishes to communicate to Subscriber via e-mail. This news and information will be delivered to the Subscriber's e-mail account on file with IEEE.

Section 15. Force Majeure.

IEEE's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

Section 16. General Provisions.

This Agreement will be governed by the laws of the State of New York. If any provision of the Agreement is determined by a court to be void, invalid, unenforceable or illegal, the enforceability of the other provisions of the Agreement will not be affected. Failure to enforce any provision of this Agreement will not constitute a waiver of the right to later enforce it. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

I HAVE READ THE IEEE MDL SUBSCRIBER AGREEMENT, AND I UNDERSTAND ALL OF ITS TERMS AND CONDITIONS.

Please select "I AGREE" to continue.

I AGREE

CANCEL