FIRST AMENDMENT TO ASCE ONLINE PRODUCTS
INSTITUTIONAL SINGLE-SITE USER LICENSE AGREEMENT:

MULTI-SITE USER LICENSE

1. THIS IS AN AMENDMENT TO THE ASCE INSTITUTIONAL SINGLE-SITE USER LICENSE AGREEMENT ("Single-Site Agreement") executed by and between ASCE and the institution identified below ("Subscribing Institution" or "Subscriber" or "You"). The Single-Site Agreement and this Amendment together, and including all appendices and attachments thereto, are collectively referred to herein as "Agreement." In the event of any conflict between the Single-Site Agreement and this Amendment, this Amendment shall control.

WHEREAS, ASCE and the Subscriber agree that it is desirable to allow Authorized Users, as defined below, at each of the Subscriber's Authorized Sites listed in Appendix C to have access to the online products as specified in Appendix A of this Agreement, irrespective of Site location or of the separate subscriptions held by the individual Sites; and

WHEREAS, the parties wish to amend the Agreement to add additional license models on the conditions set forth herein;

NOW, THEREFORE, the Parties agree to amend the Agreement as follows

2. License and Authorized Sites/Users

In consideration of Subscribers' payment of the Multi-Site License Fee as set forth in the accompanying Invoice, and subject to Subscriber's compliance with the terms and conditions of this Agreement, ASCE extends the license provided in the Single-Site Agreement to Subscriber and Authorized Users at each of Subscriber's sites listed in Appendix C attached hereto (hereafter, "Authorized Sites").

3. IP Addresses

Authorized Users will be recognized and authorized by the Subscribing Institution's Internet Protocol address (IP address). IP addresses and/or address ranges for the Subscribing Institution are indicated in Appendix B.

4. Fees and Payments

a) The Subscriber agrees to pay a Multi-site License Fee. The fee is payable upon receipt of an invoice from ASCE. The Multi-site License Fee and any subscription payments are subject to ASCE's annual price increase for the Licensed Materials listed in Appendix A. Only the following adjustments may be made to journal or content package subscription payments or to the Multi-site License Fee:

1. Subscriptions are entered on a calendar-year basis. Service begins upon receiving a paid order. Back content for the current year will be sent on late subscriptions.

2. The Subscriber may submit the IP addresses of additional sites throughout the license period for ASCE approval, such approval not to be unreasonably withheld. ASCE may take account of any current or prior subscriptions to the ASCE Library at such sites and adjust the Multi-site License Fee accordingly. All adjustments to the list of sites or IP addresses and to the Multi-site License Fee are to be mutually agreed by ASCE and the Subscriber.

3. A new title, not initially included in the Licensed Materials listed in Appendix A, may be added to this Agreement at any time, at the prevailing rate for that journal or content package.

4. If any journal in Appendix A ceases publication or is withdrawn by ASCE from the ASCE Library, or if ASCE is otherwise unable to provide continued access to any title during the term of this Agreement, the Institution's annual subscription payments and/or associated Multi-site License Fee may be adjusted by agreement between ASCE and the Subscriber.

5. If this Agreement is terminated during the subscription period under the terms of Section 6(c), ASCE will provide to the Subscriber a prorated rebate of the Multi-site License Fee.

6. The print copy of any journal received by a given Site may be discontinued at any time. Requests for cancellation made after an order has been processed and service has begun are subject to a service charge. A credit or refund will be given on the unserved portion of the subscription.

7. A print copy of any journal may be added by a given Site at any time for the prevailing rate for that particular journal.

b) The Subscriber agrees that, with the exceptions listed above, there will be no other reductions or adjustments in the Multi-site License Fee for the duration of the Agreement.

5. Miscellaneous

Except as expressly modified herein, all other terms and conditions of the Single-Site Agreement shall continue in full force and effect and remain enforceable between the parties.
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 Amendment on behalf of the Subscribing Institution identified below.
ASCE ONLINE PRODUCTS
INSTITUTIONAL SINGLE-SITE USER LICENSE AGREEMENT

1. BY SIGNING THIS AGREEMENT ("Agreement"), the institution identified below ("Subscribing Institution" or "Subscriber" or "You") agrees to the terms and conditions set forth in this Agreement. In turn, the American Society of Civil Engineers ("ASCE"), with offices at 1801 Alexander Bell Drive, Reston, Virginia, 20191 USA, grants the Subscriber andAuthorized Users at the Subscriber’s Authorized Site the right to access the online products ("Licensed Materials") indicated in Appendix A of this Agreement, subject to these same terms and conditions. PLEASE PRINT CLEARLY.

"Licensed Material(s)" refers to electronic versions of those listed journals and other content packages to which the Subscriber maintains a valid online Subscription and which are available through the ASCE Library. This is subject to confirmation by ASCE and amendment due to future Subscription purchases or cancellations. Licensed Materials include any additional features that ASCE may choose to provide, including but not limited to online document delivery services, any restrictions or use apply to all online materials accessed under this Agreement. Please indicate your current journal and other content subscriptions by marking the appropriate boxes in Appendix A of this Agreement.

TERMS and CONDITIONS

2. License and Authorized Site/ Users
Upon payment of the License Fee as set forth in the accompanying Invoice, and subject to Subscriber’s compliance with the terms and conditions of this Agreement, ASCE grants to the Subscriber and Authorized Users at the Subscriber’s Authorized Site a nonexclusive, revocable, and nontransferable license to access ASCE Licensed Materials for which the Subscriber maintains a current subscription to online version thereof.

For purposes of this Agreement, an "Authorized Site" is 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. No access from remote campuses or remote sites and no consortium or other forms of subscription sharing are allowed under this Agreement. (If you are seeking online access for multiple sites, please contact ASCE Customer Service at ascelibrary@asce.org or phone 1-703-295-6300 and complete the Multi-Site User License Amendment.)

The Subscriber will exercise reasonable vigilance and shall be responsible for all access control and security measures necessary to ensure that the Subscriber’s IP addresses are not used to access the Licensed Materials by other than Authorized Users. The Subscriber warrants and represents that common and reasonable methods will be used to inform Authorized Users of general terms and conditions for the use of online information products that are consistent with this Agreement. Furthermore, the Subscriber will make every effort to enforce the terms of this Agreement upon receiving information from ASCE or any other source that reasonably indicates that one or more Authorized Users is in violation of the terms of this Agreement.

3. IP Addresses
Authorized Users will be recognized and authorized by the Subscribing Institution’s Internet Protocol address (IP address). IP addresses and/or address ranges for the Subscribing Institution are indicated in Appendix B.

4. Permitted Use
The Subscriber and Authorized Users are permitted online access to the Licensed Materials indicated in Appendix A, and may download, save, or print text, search results, or other information from the Licensed Materials 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 with all applicable laws and regulations.

ASCE grants the Subscriber and Authorized Users permission for brief quotations from the content included in the Licensed Materials with the customary acknowledgment of the source, and to copy and transmit content from individual articles, papers, and/or book chapters in "person-to-person" and non-systematic scholarly exchanges of information between Authorized Users and specific individuals.

The Subscriber may supply a copy of an article, paper, or book chapter (i.e. Interlibrary Loan) to a non-subscriber or non-subscribing institution only under the following circumstances: ASCE-prepared electronic files may not be transmitted in their original digital form to any other institution or to a non-Authorized user. A hard copy printed from the electronic files of the Licensed Materials may be supplied to another institution by mail or fax or secure transmission using AskEd's equivalent, whereby the electronic file is deleted immediately after printing, provided the institution is not-for-profit and within the same country as the Subscriber. The supply of such copies must conform to CONTU guidelines or similar restrictions to "fair use" provisions under copyright law.

Authority at the Subscriber's institution may include articles, papers, and/or book chapters, but not entire full-length journals, books, or standards, from the Licensed Materials in anthologies (coursepacks) in print or digital form for distribution to Authorized Users for their use in connection with classroom instruction or in research (print or digital) set up by the Subscribing Institution for access by Authorized Users in connection with specific courses. Copies of items in digital form which are included in online coursepacks or reserves will be deleted by the Subscriber after the end of the semester in which the related course concludes.

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. Any other use of the Licensed Materials requires the written permission of the copyright holder.

5. Prohibitions on Certain Uses
The Subscriber shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials. Altering, recompiling, reselling, publishing or republishing (beyond the brief quotations permitted under Section 4) of any text, output, search results, or other information from the Licensed Materials, or any portion thereof, including without limitation, copyright, proprietary and/or other legal notices contained therein, in any form or medium is prohibited.

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All rights not expressly granted herein are reserved to ASCE. The Subscriber and Authorized Users may not circumvent ASCE's access control systems or use ASCE's systems or services to make any attempt to gain unauthorized access to any other system or network. ASCE shall not be required to distribute, and Subscriber shall not redistribute any Licensed Materials included therein to a country where the export thereof is prohibited by U.S. law or regulation.

6. Duration of Agreement
This Agreement will become effective on receipt by ASCE of the Agreement signed by an authorized agent of the Subscriber, and, subject to the terms and conditions of this Agreement, will remain in effect while the Subscriber maintains a current paid subscription to Licensed Materials or unless earlier terminated by either party as provided herein. This Agreement will terminate:

a) Subject to (b) and (c) below, if the subscription lapses (termination is effective at the end of the paid subscription period).

b) Either party may terminate this Agreement in the event of a material breach of this Agreement by the other party, which breach is not cured within thirty (30) days of receipt of written notice of the breach from the non-breaching party. The foregoing notwithstanding, ASCE reserves the right to suspend access to the service immediately upon detecting a breach of this Agreement by Subscriber. ASCE will use reasonable efforts to notify the Subscriber as soon as possible, usually within three (3) days of any such suspension of service, by sending an e-mail to the address supplied in Section 1.

Subject to any cure period, ASCE will not terminate this Agreement by notice to ASCE in writing, or by e-mail, before the expiration of the thirty (30) day period, if ASCE's new terms shall apply. ASCE shall renew automatically for the term of any subscription upon receipt by ASCE of payment for that subscription.

7. Copyright
Licensors acknowledges and agrees that all Licensed Materials, including abstracts, are copyrighted by ASCE. The Licensed Materials are subject to all applicable copyright, database protection and other rights of ASCE under the laws of the United States and other countries. Copyright notice in the Licensed Materials may not be removed, obscured, or modified in any way. Unauthorized copying or redistribution of any Licensed Material is a violation of copyright laws.

8. Failure of Performance
Following notice and approval, the Subscriber and Authorized Users will be permitted to attempt online access to the Licensed Materials at any time. ASCE, however, will not be liable for any delay, downtime, transmission error, software or equipment incompatibilities, force majeure or other failure of performance. ASCE will use commercially reasonable efforts to correct any material performance problems brought to its attention and may suspend performance pending such corrections.

9. Official Version of Record
ASCE will use commercially reasonable efforts to ensure that the electronic versions of the journals, proceedings, and books correspond in content with the print versions, but ASCE does not guarantee that they do. In the event of any discrepancy between the print and online versions, the print version will be the official version of record.

10. Usage Rights of Lapsed Journals Subscribers
ASCE will use reasonable efforts to retain in an archive all electronic information published by the American Society of Civil Engineers. Upon lapsing of subscription, no additional service is provided. The Subscriber will be given the option to purchase a physical archive copy, for example a DVD-ROM, of journals content published during the term for which a paid subscription was maintained. The Subscriber will be permitted to copy that content from the physical archive copy to the institution's information systems and redistribute that content to Authorized Users within the Authorized Site. Any hardware or software required to distribute content from the archive copy will be the responsibility of the Subscriber. The definitions of Authorized Site, Authorized Users, and allowed and prohibited uses as provided in this Agreement shall otherwise apply to the use of the archive copy. Lost or damaged physical archive copies will be replaced with copies in the then-current format for a reasonable fee; otherwise, back issue physical copies in the then-current format will be made available at the then-current pricing schedule.