APPENDIX C - TERMS OF USE

The use of Licensed Electronic Products, accessible on the basis of this German National Academic Enhanced Access License for Synergy shall be subject to Blackwell's licensing terms and conditions. In order to be granted access, authorized Institutions specified in Appendix A must accept the Enhanced Access License in the form below by indicating their acceptance in writing to Bayerische Staatsbibliothek. Relevant IP addresses of authorized Institutions will only be provided by Bayerische Staatsbibliothek on the basis of the above-mentioned written statements.

ENHANCED ACCESS LICENCE FOR BLACKWELL PUBLISHING JOURNAL BACKFILES

This License sets forth the terms and conditions under which Blackwell Publishing Limited ("Blackwell"), a company with registered number 180277 and having its registered office at The Atrium, Southern Gate, Chichester PO19 8SQ United Kingdom will provide the Licensee as defined below (the "Licensee"), with access to the Products and Services subscribed to by the Licensee hereunder.

A. DEFINITIONS

1. Synergy - The online Service, as may be re-branded from time to time, available from Blackwell or its affiliates on the Worldwide Web including all products, services and features offered through the Service. Certain products and services under this License may be offered on other platforms as noted in the Appendices. The terms and conditions hereof are equally applicable to those products and services.

2. Licensee - The customer, which has authorized the signing of this License, provides access, via its Secure Network, to Synergy for its Authorized Users as defined below, and is responsible for implementation of the License. The Licensee may not extend access to Synergy, through the Licensee's network, to partners, joint ventures and affiliates not specified, except with the prior written consent of Blackwell and appropriate amendments to this Agreement. The Licensee represents that all declared Internet Protocol (IP) addresses are on its own Secure Network, and only accessible to authenticated Authorized Users. "Secure Network" as used herein means the network which provides access to Synergy for Authorized Users via the Licensee's Secure Network from outside such designated terminals.

3. Authorized Users - Those persons who are authorized by the Licensee to have access to Synergy. Authorized Users must be bona fide faculty members (whether permanent or visiting), registered users, students and guest students, researchers, staff members, librarians, executives or employees of the Licensee, or contractors engaged by the Licensee, provided such contractors have been informed of, and agree to abide by, the Terms and Conditions of Use set forth herein and they access Synergy via the Licensee's Secure Network. In addition, individuals with a permanent residence in Germany but who are not affiliated to the Licensee may be permitted remote access to the Licensed Materials via the Secure Network for the purposes of non-commercial research and private study by registering to obtain individual usernames and passwords. For the avoidance of doubt, individuals affiliated with commercial organizations such as pharmaceutical companies are not permitted to make use of Synergy to obtain access to content for the use of such commercial organizations but only for their own personal and non-commercial use. Walk-in Users from the general public or business invitees may also be permitted by the Licensee to access Synergy from designated terminals with a Licensee-controlled IP address. These designated terminals shall be physically located in libraries or similar physical premises directly controlled by the Licensee.

4. Licensed Electronic Products - The electronic (online) editions of the Blackwell Journal Backfiles (the "Backfiles") and the content therein, which have been licensed under the German National Academic Enhanced Access License for Blackwell Publishing Journal Backfiles signed between Blackwell and Bayerische Staatsbibliothek Muenchen and which are specified in Appendix B. Each journal is digitized from its first issue to its last issue in the 1996 volume unless there are any restrictions on access to Backfile material due to change of ownership or other reasons outside Blackwell's control, in which case, the restriction is identified in Appendix B. The publication of the Backfile for each journal will provide
continuity of access for subscribing institutions to all issues published from first publication up to the
content covered by current content licenses starting in January 1997.

B. ACCESS PRIVILEGES

1. Blackwell grants to the Licensee and its Authorized Users, during the Term as defined below, a
non-exclusive, non-transferable right and license to access, via Synergy, the full text and other material in
the Licensed Electronic Products as listed in the appendices attached hereto.

2. In addition, Authorized Users will have unlimited access to all available Tables of Contents, article
abstracts, chapter summaries and websites for all Electronic Products on Synergy.

3. The number of the Licensee's Authorized Users who may log onto Synergy is unlimited.

4. The Licensee acknowledges that the Electronic Products and Synergy are protected by copyright. All
rights not specifically granted to the Licensee are expressly reserved.

C. TERMS AND CONDITIONS OF USE

1) The rights and restrictions governing access to Synergy and the Electronic Products by the Licensee
and its Authorized Users are outlined in the Terms and Conditions of Use below.

a. Authorized Users may download, view, copy and save to hard disk or diskette and store or print out
single copies of individual articles, chapters or entries in the Licensed Electronic Products for the
Authorized User's own personal use, scholarly, educational or scientific research or internal business use.
Authorized Users may also transmit such material to a third-party colleague in hard copy or
electronically, for personal use or scholarly, educational, or scientific research or professional use but in
no case for re-sale. In addition, Authorized Users have the right to use, with appropriate credit, figures,
tables and brief excerpts from individual articles, chapters or other entries from the Licensed Electronic
Products in the Authorized User's own scientific, scholarly and educational works such as books and
articles.

b. All Authorized Users have the option to create a My Synergy Page, which will allow them to create
data files and links to articles, chapters and entries of interest in the Licensed Electronic Products, and
search criteria, which may be reused by them. In order to do so, the Authorized User will have to select
and register a user name and password, which the Authorized User must keep confidential and not
disclose to or share with anyone else.

c. The Licensee and its Authorized Users may create links to Synergy from their Online Public Access
Catalog (OPAC) records, library catalogs, locally hosted databases or library web pages, provided those
links do not result in access to licensed content by anyone other than Authorized Users, or for use in any
paid or commercial service or for any other commercial use whatsoever.

d. Authorized Users who are members of the Licensee's faculty or staff may download and print out
multiple copies of material from Licensed Electronic Products for the purpose of making a multi-source
collection of information for classroom use (course-pack) to be distributed to students at the Licensee's
institution free of charge or at a cost-based fee. Material from Licensed Electronic Products may also be
stored in electronic format in secure electronic data files for access by Authorized Users who are students
at the Licensee's institution, as part of their course work. Neither the Licensee nor any Authorized User
shall have the right to incorporate any such material into any institutional or other repository.

e. The Licensee's library staff may supply to another library (whether by post, fax or secure electronic
transmission, or using Ariel whereby the electronic file is deleted immediately after printing), for the
purposes of research or private study, a single paper copy of an electronic original of an individual
document. Copies supplied in this way to other libraries are not for further distribution except to
authorized users of the library at the library's premises.

2) Except as provided in Paragraph C(1) above, Authorized Users may not copy, distribute, transmit or
otherwise reproduce, sell or resell material from Electronic Products; store such material in any form or
medium in a retrieval system; or transmit such material, directly or indirectly, for use in any paid service
such as document delivery or list serve, or for use by any information brokerage or for systematic
distribution, whether or not for commercial or non-profit use, or for a fee or free of charge.

3) In order to protect the integrity and attribution of Synergy and the Electronic Products, the Licensee
and its Authorized Users may not remove, obscure or modify any copyright or proprietary notices, author
attribution or any disclaimer contained therein or on any screen display. Authorized Users may not
integrate material from the Electronic Products with other material or otherwise create derivative works in
any medium, since the exclusive right to prepare derivative works based upon the copyrighted work is
vested in the copyright owners. However, brief quotations for purposes of comment, criticism or similar
scholarly purposes are not an infringement of copyright and are not prohibited herein.

4) Authorized Users may not do anything to restrict or inhibit any other Authorized User's access to or use
of Synergy and the Licensed Electronic Products.

5) If an Authorized User fails to abide by these Terms and Conditions of Use or other terms of this
License, Blackwell reserves the right in its sole discretion to suspend or terminate such Authorized User's
access to Synergy and the Licensed Electronic Products immediately without notice, in addition to any
other available remedies. Notwithstanding the above, except in the case of a material breach which
Blackwell deems dangerous to the integrity and security of Synergy, Blackwell shall give prior written
notice to the Licensee of its intention to terminate such Authorized User's access and shall allow the
Licensee and/or the Authorized User 30 days after receipt of such notice to cure the breach or agree to
abide by the terms and conditions of this License.

D. FEES AND CHARGES

1. Payment of the License Fees for online access to the Licensed Electronic Products by the Licensee and
its Authorized Users, has been made under the provisions of the German National Academic Enhanced
Access License for Blackwell Publishing Journal Backfiles.

2. The Licensee is responsible for any charges associated with accessing Synergy and the Licensed
Electronic Products, including, but not limited to, any computer equipment, telephone or Internet
connections and access software.

E. MUTUAL OBLIGATIONS

1. Blackwell will:

a. make reasonable efforts to ensure uninterrupted online access to and continuous availability of the
Licensed Electronic Products to Authorized Users in accordance with this License, and to restore access
to such Electronic Products as promptly as possible in the event of an interruption or suspension of the
Synergy service which is not attributable to any third-party service provider over which Blackwell has no
control (e.g., an Internet or telecommunications service provider);

b. provide metadata at no extra cost for non-commercial use by local catalogues, union catalogues, and
any other library and information system (including but not limited to search engines). Commercial Use
means the use of the metadata for the purpose of monetary reward (whether by or for the Licensee, an
authorized institution or an Authorized User) by means of sale, resale, loan, transfer, hire or other form of
exploitation of the metadata. For the avoidance of doubt, neither the Licensee charge nor the recovery of
direct costs by authorized institutions from Authorized Users, nor use by authorized institutions or
Authorized Users of the metadata in the course of research funded by a commercial organization is
deemed to constitute Commercial Use

c. make reasonable efforts to review alternative authentication procedures, including Shibboleth, which
may be implemented subject to agreement between the parties.

2. The Licensee will:

a. take all reasonable measures to inform Authorized Users of the Terms and Conditions of Use governing
access to Synergy and to emphasize to such Authorized Users the need to comply with whatever
restrictions on access, use, reproduction and transmission are included therein;
b. make access available to Authorized Users only through the Licensee's Secure Network and from valid IP addresses or passwords or other secure authentication as described in the appropriate Appendix; undertake reasonable measures within its control to prevent access to and improper use of the Licensed Electronic Products and Synergy by unauthorized persons; and take responsibility for terminating any unauthorized access of which it has actual notice or knowledge;

c. provide Blackwell with information about the Licensee's IP addresses, and updated from time to time.

d. promptly notify Blackwell of any copyright infringement or unauthorized usage of the Electronic Products, which comes to the Licensee's attention; and cooperate with Blackwell in the investigation of such infringement or unauthorized use and in any action, which Blackwell takes to enforce its copyright, at Blackwell's expense. Notwithstanding the above, the Licensee shall not be responsible for such unauthorized use which is without the express or implied consent of the Licensee, provided that the Licensee has taken reasonable steps to prevent such misuse and, upon learning of it, notifies Blackwell promptly of any such breach or infringement.

F. PRIVACY AND DATA PROTECTION POLICY

Blackwell recognizes the importance of protecting the information it collects in the operation of Synergy and will take all reasonable steps to maintain the security, integrity and privacy of this information. Blackwell will ensure that any information it collects will be adequate, relevant and not excessive for purposes of operating Synergy; it will be kept accurate and up-to-date based on information provided and will be deleted when no longer needed. Except where necessary in connection with services provided by appropriate intermediaries, who will be required to comply with the confidentiality provisions of this policy, Blackwell will not disclose any personal information identifying Authorized Users or the Licensee to any third party, unless required by law or to enforce Synergy Terms and Conditions of Use.

If use of an Electronic Product or Service offered by Blackwell requires an Authorized User to provide a name and password or other personally identifiable information, the User will have the option to opt in or out of providing such information and using the Product or Service. For example, Authorized Users are given the option of creating a My Synergy Page where the Authorized User may store links to Licensed Electronic Products, favorite articles, chapters and entries and search criteria, but use of a My Synergy Page is voluntary on the part of an Authorized User. Any private communications or information supplied to Blackwell by an Authorized User may be used by Blackwell for internal business and research purposes and to help enhance and develop Synergy but will not be shared with third parties.

Blackwell will only disclose to third parties navigational and transactional information in the form of anonymous, aggregate usage statistics (including "hits" on Synergy and the Licensed Electronic Products) and demographic information in forms that do not reveal an Authorized User's or the Licensee's identity or confidential information, except as required by law.

Links may be provided from Synergy to other websites. In using such links, Authorized Users should be aware that each website will vary in terms of its privacy and data protection policies, and Blackwell does not take responsibility for the privacy policies of and usage of personal information collected by others.

G. TERM AND TERMINATION

1. The Term of this License shall commence on acceptance of this License Agreement.

2. Pursuant to Paragraph C.5 above, Blackwell shall have the right to request the Licensee to terminate access to Synergy by an Authorized User who breaches Blackwell's Terms and Conditions of Use or infringes copyright in the Electronic Products or Synergy.

3. Either party may terminate this License if the other party materially breaches its obligations under this License and fails to cure such material breach, provided that the non-breaching party shall give written notice of its intention to terminate and shall allow the breaching party 60 days after receipt of such notice to remedy the breach.

4. Notwithstanding subparagraph G.3 above, either party's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires,
floods, governmental restrictions, power failures, or damage to or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

H. WARRANTY AND DISCLAIMERS BY BLACKWELL

1. Blackwell represents and warrants that it has the right and authority to make Synergy available to the Licensee and its Authorized Users pursuant to the terms and conditions of this License and that, to the best of Blackwell’s knowledge, Synergy and the Electronic Products do not infringe upon any copyright, patent, trade secret or other proprietary right of any third party.

2. Synergy may provide Authorized Users with links to third-party websites. Where such links exist, Blackwell disclaims all responsibility and liability for the content of such third-party websites. Authorized Users assume sole responsibility for the accessing of third-party websites and the use of any content on such websites.

3. Except for the warranties provided by Blackwell in paragraph H.1 above,

a. SYNERGY AND THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;

b. THE USE OF THE ELECTRONIC PRODUCTS, SYNERGY AND ALL MATERIALS IS AT THE AUTHORIZED USER'S OWN RISK;

c. ACCESS TO SYNERGY AND THE ELECTRONIC PRODUCTS MAY BE INTERRUPTED AND MAY NOT BE ERROR FREE; AND

d. NEITHER BLACKWELL NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE ELECTRONIC PRODUCTS OR THE MATERIALS CONTAINED IN SYNERGY, SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE AUTHORIZED USER'S USE OF OR INABILITY TO USE WILEY INTERSCIENCE, THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN.

I. GENERAL PROVISIONS

1. Blackwell may assign this License to its successors, subsidiaries or assigns. This License may not be assigned by the Licensee, except with the prior written consent of Blackwell

2. In the event of a material breach of the terms and conditions of this License by either party, the non-breaching party shall be entitled, in addition to any other remedies available pursuant to this License or at law, to equitable, including injunctive, relief.

3. This License constitutes the complete understanding of the parties and supersedes all prior understandings between the parties with respect to the subject matter of this License. No modification, amendment or waiver of any provisions shall be valid unless in writing. 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 License shall not be considered a waiver of any succeeding or preceding breach.