THE OPTICAL SOCIETY ONLINE JOURNALS SINGLE SITE LICENSE AGREEMENT

BY THIS AGREEMENT between The Optical Society ("OSA") and the named below ("Licensee"), OSA grants to Licensee access to the OSA online journals, subject to the Terms and Conditions set forth in paragraphs 1-11 below, all of which are agreed to between OSA and the Licensee.

Licer	see: Licensee Account #:	
Institution Name:		
Billing	g Address:	
Cont	act person responsible for administration of online journals:	
Name:		
Title:		
Address (if different than billing address):		
	· · · · · · · · · · · · · · · · · · ·	
Telep	hone:Fax:	
E-mail:		
Please check after each OSA publication listed below for which a subscription is currently		
maintained (hereinafter, the "Licensed Material"):		
	Optics InfoBase Premium (includes all licensed material below)	
	Optics InfoBase (includes licensed material below except where indicated)	
	Advances in Optics and Photonics (OSA)	
	Applied Optics (OSA)	
	Journal of the Optical Society of America A (OSA)	
	Journal of the Optical Society of America B (OSA)	
	Optics & Photonics News (OSA)	
	Optics Letters (OSA)	
	OSA Conference Papers Topical Meetings (OSA)	
	Applied Spectroscopy (published by the Society for Applied Spectroscopy)	
	Chinese Optics Letters (published by Science Press, China)	
	Journal of Display Technology (jointly published by OSA & IEEE)	
	Journal of Lightwave Technology (jointly published by OSA & IEEE)	
	Journal of Optical Communications and Networking (jointly published by OSA & IEEE)	
	Journal of Optical Technology (published by S. I. State Optical Institute and D. S.	
	Rozjdestvensky Optical Society, Russia)	
	OSA Conference Papers Major Meetings Series (OSA) - included with Optics InfoBase Premium	
	Optics ImageBank (OSA) - included with Optics InfoBase Premium	
	Lasers eBook (OSA) - included with Optics InfoBase Premium	
	• •	

OSA User Agreement 10/2014

Institution's IP addresses:attach a separate sheet if necessary)
Please read the following Terms and Conditions. By signing below you certify that you have read and agree to abide by all such Terms and Conditions and you certify that you are authorized to sign this form on behalf of your institution.
Name:
Signature:
Title:
Date:
The completed and signed agreement can be mailed or faxed to:

The Optical Society (OSA) Publications Sales Department 2010 Massachusetts Ave., NW Washington, DC 20036-1023 USA

Fax: +1-202-416-1408

Questions may be directed to: OSA, Tel: +1-202-416-1901; E-mail: elec@osa.org

Terms and Conditions

1. Authorized Users

- A. This grant of access to the Licensed Material extends only to Licensee and Authorized Users affiliated with the Licensee's Authorized Site. It may not be transferred or extended to others.
- B. "Authorized Site" means a single geographically contiguous location (e.g. a campus or office building or complex) that is under a single administration.
 - i. OSA may rescind or refuse to grant a single-site license to an institution claiming a range of IP addresses or using a proxy IP server that, in OSA's opinion, represents more than one Authorized Site. In such cases, purchase of a multi-site license may be required.
 - ii. Proxy IP addresses may be used for access to the Licensed Material only by Authorized Users.
- C. "Authorized Users" means only the employees, faculty, staff, students, and contractors officially affiliated with the Authorized Site. Authorized Users also include:
 - i. Occasional users who access the Licensed Material through stations physically located on the site and under the control and administration of the Licensee (aka "walk-in users").
 - ii. Distance learners, telecommuters, faculty on sabbatical, or other persons accessing the Licensed Material from off-site, so long as all such off-site users are primarily affiliated with the Authorized Site, and are **not** primarily affiliated with a site which would require a separate license.
- D. Unauthorized use of the Licensee's IP address for access to the online journals is a breach of this Agreement and a violation of OSA's copyrights. The Licensee warrants and represents that common and reasonable measures will be used to prevent access by unauthorized persons to the secure network and to the Licensed Material, and to inform Authorized Users of general terms and conditions for the use of online journals that are consistent with this Agreement. Furthermore, the Licensee will make common and reasonable attempts to enforce the terms of this Agreement upon receiving information from OSA or any other source that reasonably indicates that one or more Authorized Users is in violation of the terms of this Agreement, or that unauthorized users have gained access to the Licensed Materials via the Licensee's IP addresses.

2. Permitted Use

The Licensee and Authorized Users are permitted access to the Licensed Material, and may download or print text, search results, or other information from the Licensed Material solely for the private use or research of the Licensee and the Authorized Users. For inclusion in course packs or similar use, the Licensee and the Authorized Users are permitted to print one hard copy (or bookmark a digital copy) and share such hard copy or bookmark with third parties to the same extent as the print edition or to the extent permitted under fair use provisions of the Copyright Act of 1976. Libraries may share the Licensed Material with other libraries through an inter-library loan program that conforms to the CONTU Guidelines on Photocopying under Interlibrary Loan Arrangements available on the National Commission on New Technological Uses of Copyright Works ("CONTU") website. The Licensee and each Authorized User agrees to use this online access in a way that conforms with all applicable laws and regulations.

long as:

- A. Use of Licensed Material in Course Packs and Similar Uses.
 For course packs, electronic reserves, and use of the Licensed Material in classroom management software, Licensee and Authorized Users may incorporate any part of the Licensed Materials in Course Packs, Electronic Reserve collections, and in campus systems for classroom management without the prior written permission of OSA, as
 - i. Access is restricted to Authorized Users, and
 - ii. Any copies created, whether print or electronic, are to be removed and deleted when the relevant course ends, and
 - iii. Any other use of the materials included in the course packs, etc., shall require prior written permission from OSA.

3. Prohibitions on Certain Uses

Altering, recompiling, copying, reselling, redistributing, publishing or republishing of any OSA online journal text, output, search results, or other information from the OSA online journals, or any portion thereof, 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 feefor-service purposes and/or the making of print or electronic copies for transmission to non-Licensees or non-subscribing institutions (beyond that permitted in Section 2) are prohibited. All rights not expressly granted are reserved to OSA.

4. Duration of Agreement

This Agreement will become effective upon receipt by OSA of a paid subscription and the Agreement signed by an authorized agent of the Licensee, and, subject to the terms and conditions of 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. OSA will have no obligations under this License Agreement for any subscription year until it receives payment of the full subscription price.

This Agreement will terminate:

- A. Immediately, if OSA discovers a violation of the Terms and Conditions, which, in OSA's judgment, threatens the security of the Licensed Material or other OSA intellectual property.
 - i. For violations of the Terms and Conditions that do not threaten the security of the Licensed Material or other OSA intellectual property, OSA shall grant Licensee thirty (30) days from receipt of notice of such violation to cure the violation. At the end of the thirty (30) day notice period, if OSA determines in its sole discretion that Licensee has not taken reasonable satisfactory steps to cure the violation, OSA may terminate this Agreement immediately.
 - ii. In the event of unauthorized use of the Licensed Materials by an Authorized User, OSA and Licensee (whichever party discovers the violation) shall notify the other party, and cooperate to identify the User, and inform the User of the Prohibited Uses as defined in Section 3. If thirty (30) days after discovery, such unauthorized use has not been cured, OSA may terminate this Agreement. Notwithstanding anything in the foregoing to the contrary, OSA reserves the right to

restrict access to Licensee at any time during the thirty (30) day period, if OSA deems such a step necessary to protect the security of its Licensed Material.

B. At the end of a subscription year, if either Licensee or OSA chooses not to renew the subscription.

5. Archive Policy

A. Digital Preservation

OSA is committed to the long-term preservation of the OSA online publications. The publisher has an agreement with Portico, a third-party, to preserve OSA published content.

B. Post-cancellation Rights

Upon the termination of Licensee's subscription to the OSA online journals, OSA will provide Licensee with PDF copies of the Licensed Materials published during the year(s) in which Licensee maintained a subscription.

- i. The means of providing the Licensed Material may include, but not be limited to, delivery via portable storage device or transfer via FTP website. OSA (or a designated third party) may charge a reasonable one-time or annual fee to recover its costs for providing continuing access following termination of a subscription or for preparing archival copies.
- ii. Licensee's use of archival material will be subject to the terms and conditions intended to maintain the security of OSA's online journals, described in Sections 1-3 herein.
- iii. Access to materials published prior to Licensee's subscription term is offered only for as long as Licensee maintains a subscription. Such materials will not be included in Licensee's post-subscription archival material. Similarly, other features of the OSA hosting platform for the Licensed Material that are available to current subscribers may not be included.

6. Usage Statistics

OSA will provide the Licensee access to usage statistics for the subscribed material. Data will include the number of full-text article downloads for each subscribed title, and the data may be accessed at any time by the Licensee. Usage data will be provided in a manner consistent with the applicable privacy laws and confidentiality requirements of both parties.

7. Copyright

OSA's online journals and their contents, including abstracts, are copyrighted by OSA and are subject to all applicable copyright, database protection and other rights of OSA as copyright owner and publisher under the laws of the United States and other countries. Copyright notices in the OSA online journals may not be removed, obscured, or modified in any way.

8. Failure of Performance

Following online access approval, the Licensee and Authorized Users will be permitted to attempt access to the Licensed Material at any time. OSA will not be liable for any delay, downtime, transmission error, software or equipment incompatibilities, force majeure or other failure of performance. OSA may have contracted with one or more outside agencies to provide the online service and OSA shall seek to ensure that all services are provided by outside agencies as negotiated. OSA will use commercially reasonable efforts to correct any material performance problem brought to its attention and may suspend performance

pending such correction. OSA's responsibility to the Licensee and Authorized Users does not extend beyond such endeavors.

9. Disclaimer of Warranties; Limitation of Liability

OSA warrants that it is entitled to grant the licenses granted in this Agreement. THE ONLINE JOURNALS ARE PROVIDED "AS IS" AND, EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, OSA MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ONLINE JOURNALS, INCLUDING THEIR QUALITY, PERFORMANCE, COMPATIBILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OSA SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY OR DAMAGE OF ANY KIND RESULTING FROM THE UNAVAILABILITY OF THE ONLINE JOURNALS, OSA'S PERFORMANCE OR TERMINATION OF THIS AGREEMENT, INTERRUPTION OF THE SERVICES PROVIDED HEREUNDER, OR ARISING OUT OF OR IN CONNECTION WITH LICENSEE'S USE OF THE ONLINE JOURNALS. OSA SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT SHALL OSA'S LIABILITY EXCEED THE AMOUNT PAID TO OSA BY THE LICENSEE FOR THE ONLINE JOURNAL SUBSCRIPTION FOR THE CURRENT SUBSCRIPTION YEAR IN WHICH ANY CLAIM, LOSS OR DAMAGE OCCURRED, INCLUDING WITHOUT LIMITATION DUE TO NEGLIGENCE. No claim may be made against OSA unless suit is filed thereon within one (1) year after the event giving rise to the claim.

10. Change of Terms and Conditions.

OSA RESERVES THE RIGHT TO MAKE CHANGES TO THESE TERMS AND CONDITIONS AT ANY TIME. However, OSA must provide Licensee with at least thirty (30) days' prior written notice of any changes. If Licensee does not accept any change to the terms of the Agreement by OSA, Licensee may notify OSA by e-mail, fax, or letter, prior to the effective date of such changes, that the Licensee does not accept such change, in which case the current terms shall apply until the end of the Licensee's current subscription term. In the absence of any such objection by Licensee, OSA's new terms shall apply.

11. General

This Agreement constitutes the entire agreement between the parties and supersedes any prior communication between the parties with respect to the subject matter hereof. The headings used in this Agreement are for convenience only and are not to be considered in construing the terms of this Agreement. The Licensee may not assign or transfer its rights under this Agreement. The provisions of Sections 1, 2, 3, 5, 7, 9, and 11 hereof shall survive any expiration or termination of this Agreement. This Agreement will be governed b, and construed in accordance with, the laws of the State of New York, applicable to contracts entered into and fully performed by the State of New York. Any action arising out of, or relating to, this Agreement or any OSA journals shall be brought in courts situated in the District of Columbia and the parties consent to the jurisdiction of such courts.