THE OPTICAL SOCIETY ONLINE JOURNALS ORDER FORM

Lice	censee:	Licensee Account #:					
Insti	stitution Name:						
Billin	ling Address:						
Sub	bscription Type (check one):	☐ Single-site	☐ Multi-site				
Con	ntact person responsible for admini	stration of on	line journals:				
Nam	me:						
	le:						
	dress (if different than billing address):						
7 taai	aress (ii different than billing address).						
Tolor	lonhono						
	lephone:						
E-ma	mail:						
Pleas	ease check each OSA publication list	ed below for	which a subscription is currently				
mair	aintained (hereinafter, the "Licensed Mat	terial"):					
	Optics InfoBase Premium (includ	es all non-pack	age licensed material below)				
	Optics InfoBase (includes all non-indicated)	Optics InfoBase (includes all non-package licensed material below except where					
	Print Plus Online Combination 1	□ 2 □ or 3					
	E-Combination 1 2 3 o	r 4 🗆					
	Advances in Optics and Photonics (C)SA)					
	Applied Optics (OSA)						
	Journal of the Optical Society of Am	erica A (OSA)					
	Journal of the Optical Society of Am	erica B (OSA)					
	Optics & Photonics News (OSA)						
	Optics Letters (OSA)						
	OSA Conference Papers Topical Mee	tings (OSA)					
	Applied Spectroscopy (published by	Applied Spectroscopy (published by the Society for Applied Spectroscopy)					
	Chinese Optics Letters (published by Chinese Laser Press and the Shanghai Institute						
	of Optics and Fine Mechanics, China Journal of Lightwave Technology (jo		by OSA & IFFF)				
	Journal of Near Infrared Spectroscop		-				
	Spectroscopy) – as part of Optics I						
	Journal of Optical Communications a						
	Journal of Optical Technology (public		<u> </u>				
	Rozidestvensky Ontical Society Rus	•	•				

OSA Order Form and License Agreement

	OSA Conference Papers Major Meetings Series (OSA) - included with Optics InfoBase Premium only					
	Optics ImageBank (OSA) - included with Optics InfoBase Premium only					
	Lasers eBook (OSA) - included with Optics InfoBase Premium only					
	OSA Century of Optics (OSA) – included with Optics InfoBase Premium only					
	Extended backfile (all packages) – complimentary access to all content for all titles in any package product subscribed to including Optics InfoBase, Optics InfoBase Premium, all Print plus Online Combo packages and all eCombination packages.)					
	10 year complimentary access to content published between 2011 and 2020 for the single-title(s) checked above.					
	Lease of Extended Backfile for the single title(s) noted here:					
	Single titles noted here will receive access to all back file content published as long as licensee also purchases a subscription to that title(s) for 2021.					
Addit	ional Authorized Sites (only include if "Multi-site" is checked above):					
Instit	ution's IP addresses:					
Pleas	e note if a proxy server is used as additional (Please attach a separate sheet if ssary)					
	SA Publishing subscriptions are governed by The Optical Society Online Journals se Agreement.					
The c	ompleted order form and signed license agreement can be mailed or faxed to:					
	The Optical Society (OSA) Publishing Sales Department 2010 Massachusetts Ave., NW Washington, DC 20036-1023 USA Fax: +1-202-416- 6129					

Questions may be directed to: OSA, Tel: +1-202-416-1907 (Worldwide) or 1-800-766-4672 (US/Canada); E-mail: elec@osa.org

THE OPTICAL SOCIETY ONLINE JOURNALS LICENSE AGREEMENT

BY THIS AGREEMENT between The Optical Society ("OSA") and the undersigned institution ("Licensee"), OSA grants to Licensee access to the applicable OSA online journals, subject to the following terms and conditions, all of which are agreed to between OSA and the Licensee.

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 (or "Sites" if "Multi-site" is checked on the Order Form). 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 (or "Sites" if "Multi-site" is checked on the Order Form). 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 (or "Sites if "Multi-site" is checked on the Order Form)", 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.

- 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 long 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. Extended Backfile Access

- A. The Extended Backfile for any single journal title contains all issues of that title previously published by OSA up through the year prior to subscription. Licensee is granted access to all or a portion of the Extended Backfile as follows:
 - Package subscribers: during each subscription year in which Licensee has a fully paid package subscription, Licensee is granted complimentary access to the Extended Backfile as indicated on the Order Form.
 - ii. Single-title subscribers: during each subscription year in which Licensee has a fully-paid single-title subscription, the Licensee is granted complimentary access to a portion of the Extended Backfile for that title as indicated on the Order Form. Licensee may lease that title's entire Extended Backfile for an additional fee.
- B. Where applicable, all references to payment herein shall also include payment of the Extended Backfile lease fee.
- C. Termination or expiration of Licensee's paid subscription shall automatically terminate Licensee's access to the Extended Backfile, whether complimentary or leased. Non-subscribers may obtain access to the Extended Backfile by purchasing one or more OSA Digital Archive products.

4. 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.

5. 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 4. 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.

6. 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 1-4 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.

These post-cancellation rights do not apply to the Extended Backfile, whether complimentary or leased.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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, 4, 6, 8, 10, and 12 hereof shall survive any expiration or termination of this Agreement. This Agreement will be governed by, 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.

By signing below you certify that you have read and agree to abide by the terms and conditions of this License Agreement and you certify that you are authorized to sign this form on behalf of your institution.

Licensee: Name:			
Institution:		_	
Signature:			
Title:			
Date:			