

**OSA ONLINE JOURNALS
INSTITUTIONAL USER AGREEMENT**

BY THIS AGREEMENT between the Optical Society of America (“OSA”) and the Subscriber named below (“Subscriber”), OSA grants a subscription to the OSA online journals checked below, subject to the Terms and Conditions set forth in paragraphs 1-8, all of which are agreed to between OSA and the Subscriber.

Subscriber:

Name: _____

Billing Address: _____

Subscriber Account #: _____

If subscribing through an agency, please give name of agency: _____

Please check each online journal listed below for which a subscription is currently maintained:

- Applied Optics
- Journal of the Optical Society of America A (JOSA A)
- Journal of the Optical Society of America B (JOSA B)
- Optics Letters
- Journal of Lightwave Technology
- Applied Spectroscopy
- Journal of Optical Networking
- Journal of Optical Technology
- Optics and Photonics News

Contact person responsible for administration of Online Journals:

Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail: _____

Institution's IP addresses for these subscriptions:* _____

*Attach an additional sheet if needed.

Number of workstations served by these IP addresses (check one):

- 1-100 101-500 more than 500

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: Optical Society of America, InfoBase & Electronic Publishing, 2010 Massachusetts Ave., NW, Washington, DC 20036-1023; Fax: 202-416-6129. Questions may be directed to: elec@osa.org

Terms and Conditions

1. Authorized Users

OSA's grant to the Subscriber and Authorized Users at the Subscriber's institution of access to the OSA online journals for which the Subscriber maintains a current subscription extends only to the Subscriber and such Authorized Users individually and may not be transferred to, or extended to, others. "Authorized Users" means only the employees, faculty, staff, and students officially affiliated with the Subscriber's facilities, using an IP address within the range identified in this Agreement. This includes occasional users who access the online journals through stations physically located on the site and under the control and administration of the Subscriber. Authorized Users also includes persons affiliated with remote sites or campuses of the Subscriber that are administered from the Subscriber's site or campus, but not persons affiliated with remote sites or campuses that have separate administrative staffs. Unauthorized use of the Subscriber's IP address for access to the online journals is a breach of this Agreement and a violation of OSA's copyrights.

The Subscriber warrants and represents that common and reasonable measures will be used to prevent access by unauthorized persons to its IP addresses and to inform Authorized Users of general terms and conditions for the use of online journals that are consistent with this Agreement. Furthermore, the Subscriber will make every attempt to enforce the terms of this Agreement upon receiving information from OSA or any other source that reasonably indicates that one of more Authorized Users is in violation of the terms of this Agreement. The Subscriber shall be responsible for display, access control and security measures.

2. Permitted Use

The Subscriber and Authorized Users are permitted access to the online journals, and may download or print text, search results, or other information from the online journals solely for the private use or research of the Subscriber and the Authorized Users. The Subscriber and the Authorized Users are permitted to print one hard copy and share such hard copy 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. The Subscriber and each Authorized User agrees to use this online access in a way that conforms with all applicable laws and regulations.

3. Prohibitions on Certain Uses

Altering, recompiling, copying, reselling, redistributing, publishing or republishing of any journal text, output, search results, or other information from the 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 fee-for-service purposes and/or the making of print or electronic copies for transmission to non-subscribers 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 on receipt by OSA of a paid subscription and the Agreement signed by an authorized agent of the Subscriber, 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.

This Agreement will terminate:

- a. Immediately, if any term or condition of this Agreement is violated for any reason.
- b. If Subscriber does not accept any change or changes by OSA, provided to Subscriber with thirty (30) days' prior written notice, in the terms of this Agreement. Subscriber will notify OSA in writing, or by e-mail or fax that the Subscriber does not accept such change or changes. (In the absence of any such objection by Subscriber, OSA's new terms shall apply.)
- c. Immediately, if a failure in performance of an agency outside OSA's control cannot be rectified.

5. 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 journals may not be removed, obscured, or modified in any way.

6. Failure of Performance

Following online access approval, the Subscriber and Authorized Users will be permitted to attempt access to the online journals at any time. OSA will not be liable for any delay, downtime, transmission error, software or equipment incompatibilities, force major 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 Subscriber and Authorized Users does not extend beyond such endeavors.

7. 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 SUBSCRIBER'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 SUBSCRIBER 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.

8. 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. Subject to termination under Section 6, this Agreement may be amended only by a written instrument signed by both parties. The headings used in this Agreement are for convenience only and are not to be considered in construing the terms of this Agreement.

The Subscriber may not assign or transfer its rights under this Agreement. The provisions of Sections 1, 2, 3, 5, 7, and 8 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 in 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 New York and the parties consent to the jurisdiction of such courts.