SCITATION INSTITUTIONAL SINGLE-SITE USER LICENSE

Subscribing Institution: ________________________________________________________________

Address: ____________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

Subscriber Account No. (if known): _____________________________________________________

If subscribing through an agency, the name of the agency is: ________________________________

Responsible party for administration of online journals: ________________________________

Name: ________________________________________________________________________________

Address: _____________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

Telephone and Fax: _____________________________________________________________________

Email: ________________________________________________________________________________

(Please print clearly. Notification that your online access is active will be sent by email to the address you supplied above. Please send notice of any changes in contact information to help@scitation.org.)

1. By signing this License (“License”), the institution identified above (“Subscriber,” “you,” or “Licensee”) agrees to the terms and conditions of this License Agreement, and, in turn, AIP Publishing LLC grants the Subscriber and Authorized Users at the Subscriber's Authorized Site the right to access online versions of the subscribed publications subject to these same terms and conditions.

For the purposes of this License, AIP Publishing is acting on its own behalf and as a service provider on behalf of its publishing customers mentioned below as the rights holder(s) of the listed publications. The “Online Journals” are the electronic versions of those listed journals, magazines, and proceedings to which the Subscriber maintains a current subscription. Access rights for a given subscription may be limited to only a subset of the total publication years available online.

Please select your journal subscriptions by marking the appropriate boxes on the following page. Scitation, AIP Publishing’s online journal publishing platform, includes the Online Journals and any additional features that AIP Publishing may choose to provide, such as online document delivery services. Any restrictions on use apply to all online materials accessed under this License.
TERMS and CONDITIONS

2. Authorized Site/Users

AIP Publishing grants to the Subscriber and Authorized Users at the Subscriber’s Authorized Site online access to the Scitation service, including each Online Journal for which the Subscriber maintains a current subscription to the print or online version. This grant extends only to the Subscriber and Authorized Users individually and may not be transferred or extended to others.

For the purposes of this License, 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 a different site. For an organization that has multiple locations in the same city that are administered independently, each location is considered a different site. No access from remote campuses or remote sites and no consortia or other forms of subscription sharing are allowed under this License. (If you are seeking online access for multiple sites, please contact the Sales Department at sales@aip.org, or by phone at 1-800-334-6902.)

“Authorized Users” are the employees, faculty, staff, and students officially affiliated with the Subscriber at the Authorized Site, and persons with legal access to the library’s collections and facilities at the Authorized Site, including walk-in users, using an IP address within the range identified in the Appendix (Page 7). Authorized Users may be persons remote from the Subscriber’s physical location whose access is administered from the Authorized Site, but not persons at remote sites or campuses with separate administrations. For example, an employee of the Subscriber is considered an Authorized User when accessing the Subscriber’s network from home or while traveling to another city; however, employees of a branch campus or facility in another city are not considered Authorized Users. For the sake of clarity, no Walk-in Users are permitted to access the Platform remotely.

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 Scitation by other than Authorized Users. The Subscriber warrants and represents that common and reasonable methods will be used to inform Authorized Users of the general terms and conditions of this License that apply to the access and use of the online information products. The Subscriber will also make every attempt to enforce the terms of this License upon receiving information from AIP Publishing or any other source that reasonably indicates one or more Authorized Users is in violation of the terms of this License.

3. IP Addresses

Authorized Users will be recognized and authorized by their Internet address. IP addresses and/or address ranges for the Subscribing Institution are indicated in the Appendix.

4. Permitted Use

The Subscriber and Authorized Users are permitted online access to Scitation and the Online Journals indicated in Section 1, and may download, save, or print text, search results, or other information from Scitation solely for their own private use or research. The Subscriber and Authorized Users may only use this online access in a way that conforms to all applicable laws and regulations.

The rights holder of each Online Journal grants the Subscriber and Authorized Users permission for brief quotations from the content of Online Journal articles with the customary acknowledgment of the source, and to copy and transmit portions of the content from individual articles (but not full articles) to a colleague or other individual for personal, scholarly, educational, or scientific research uses, but not for resale or for any commercial purpose.
The Subscriber specifically agrees that use by the Subscriber or Authorized Users other than indicated above is a violation of the terms of this License.

**Interlibrary loan:** Subscriber may use the Licensed Content to fulfill a reasonable number of requests from other libraries for specific material for interlibrary loans (“ILL”). The Licensed Content for ILL may be transmitted by mail, fax or secure, prevailing technology, provided that Subscriber will not require the receiving library to pay a fee, and to the best of Subscriber's knowledge, the loaned material is for the purposes of research or private study, and not for commercial use. The borrowing and lending libraries will comply with applicable legal guidelines in connection with ILL, including Sections 107 and 108 of the U.S. Copyright Act and CONTU guidelines or similar restrictions to "fair use" provisions under copyright law.

**Course Packs:** Material from the Licensed Content may be included in anthologies (“Course Packs”) in print or digital form for distribution to Authorized Users for their use in connection with classroom instruction or in reserves (print or digital) set up by libraries for access by Authorized Users in connection with specific courses offered by the Subscriber, as long as no fee is charged for the content. Copies of items in digital form which are included in online Course Packs or reserves will be deleted by the Licensee and its locations when the course is no longer offered. Course Packs in non-electronic non-print perceptible form, such as audio or Braille, may also be offered to Authorized Users.

**Post Cancellation Access:** Customers with subscriptions are entitled to post cancellation rights for the content published during the years they held an active, paid subscription. If you no longer have a paid subscription to any AIP Publishing or publishing partner journal, then an annual maintenance fee (as specified in your institutional license) applies for continued online access to any previously subscribed content. There is no charge for access if you still hold an active paid subscription to any journal from AIP Publishing or one of our publishing partners.

The Subscriber also has the option to host such content, starting with the 1999 subscription year and published during the term for which a paid subscription was maintained, on the Subscriber's computer networks, for distribution only to Authorized Users within the Authorized Site. Any hardware or software required to distribute content from the archive will be the responsibility of the Subscriber. The definitions of Authorized Site, Authorized Users, and allowed and prohibited uses as provided in this License shall otherwise apply to the locally hosted content.

Post cancellation access applies to content back to 1999 from AIP Publishing owned journals, Physics Today, AIP Conference Proceedings, and journals from our publishing partners:

- American Association of Physics Teachers
- American Vacuum Society (AVS)
- Acoustical Society of America
- Chinese Physical Society
- Laser Institute of America
- Society of Rheology

**5. Prohibitions on Certain Uses**

The following are prohibited:

- Altering, recompiling, systematic or programmatic copying, reselling, redistributing, publishing or republishing (beyond the brief quotations permitted under Section 4) of any journal text, output, search results, or other information from Scitation, including copyright, proprietary and/or other legal notices, in any form or medium.
- Systematically or programmatically downloading, whether manually or by using programs such as robots or searchbots, spiders, crawlers or other automated downloading programs, algorithms or devices, to continuously or automatically search, scrape, extract, deep link or index all or a substantial portion of the
Licensed Content, such as an entire issue of or article from a journal.

- download the Licensed Content in aggregate for central storage or later retrieval.
- conduct text and data mining without AIP Publishing’s express authorization.
- Service bureau redistribution services, printing for fee-for-service purposes and/or the systematic making of print or electronic copies for transmission to non-subscribers or non-subscribing institutions. For example, the use of the Online Journals for document delivery services other than “interlibrary loan,” as described in Section 4.

The Subscriber and Authorized Users may not circumvent AIP Publishing’s access control systems or use AIP Publishing’s systems or services to make any attempt to gain unauthorized access to any other system or network. All rights not expressly granted are reserved to the stated rights holder of the Online Journal. AIP Publishing shall not be required to distribute, and Subscriber shall not redistribute, Scitation or any Online Journal to a country where export is prohibited by U.S. law or regulation.

6. Duration of License
This License becomes effective when AIP Publishing receives a copy signed by an authorized agent of the Subscriber, and, subject to the terms and conditions of this License, remains in effect while the Subscriber maintains a current paid print or online subscription to the Online Journal(s).

This License will terminate:

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

b. Following thirty (30) days’ prior written notice that any term or condition of this License is violated for any reason, knowingly or unknowingly, if that violation is not remedied with all reasonable haste upon notification. AIP Publishing also reserves the right to suspend access to the service immediately upon detecting a breach of this License. AIP Publishing will use reasonable efforts to notify the Subscriber as soon as possible, usually within three (3) days of the suspension of service, by sending e-mail to the address you supplied in Section 1.

c. Following thirty (30) days’ prior written notice by AIP Publishing of any change in the terms of this License, receipt by AIP Publishing of notice from the Subscriber in writing, or by e-mail or by fax that the Subscriber does not accept the change or changes. (In the absence of any objection by Subscriber, AIP Publishing's new terms shall apply.)

This License shall renew automatically for the term of any print or online subscription upon receipt by AIP Publishing of payment for that subscription.

7. Copyright
Scitation and its content, except for the content of the Online Journals, are copyrighted by AIP Publishing LLC. The Online Journals and their content, including abstracts, are copyrighted as indicated in Section 1 or as indicated within the journal. Scitation and the Online Journals are subject to all applicable copyright, database protection and other rights of the stated owner and publisher under the laws of the United States and other countries. Copyright notices in Scitation and the Online Journals may not be removed, obscured, or modified in any way. Unauthorized copying or redistribution of any Scitation content is a violation of copyright laws.

8. Failure of Performance
Following online access approval, the Subscriber and Authorized Users will be permitted to attempt online access to Scitation at any time. AIP Publishing, however, will not be liable for any delay, downtime, transmission error, software or equipment incompatibilities, force majeure, or other failure of performance. AIP Publishing will use commercially reasonable efforts to correct any material performance problem brought to its attention and may suspend performance pending the correction.
9. Disclaimer of Warranties; Limitation of Liability; Indemnification

AIP Publishing warrants that it is entitled to grant the licenses granted in this License and is authorized to execute this License on behalf of the publishing partners indicated in Section 1. EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, AIP PUBLISHING MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ONLINE JOURNALS AND SCITATION, INCLUDING THEIR QUALITY, ORIGINALITY, SUITABILITY, SEARCHABILITY, OPERATION, PERFORMANCE, COMPLIANCE WITH ANY COMPUTATIONAL PROCESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

AIP PUBLISHING SHALL NOT BE LIABLE FOR: EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SUBSCRIPTION OR LICENSES GRANTED IN THIS LICENSE, THE USE OR INABILITY TO USE ANY AIP PUBLISHING ONLINE JOURNAL, AIP PUBLISHING'S PERFORMANCE UNDER THIS LICENSE, TERMINATION OF THIS LICENSE BY AIP PUBLISHING OR THE LOSS OF DATA, BUSINESS OR GOODWILL, EVEN IF AIP PUBLISHING IS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF AIP PUBLISHING FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF ANY BREACH OR TERMINATION OF THIS LICENSE EXCEED THE TOTAL AMOUNT PAID BY THE SUBSCRIBER TO AIP PUBLISHING FOR THE ONLINE JOURNAL SUBSCRIPTION, BUT NOT LESS THAN TWENTY-FIVE DOLLARS ($25.00), FOR THE CURRENT SUBSCRIPTION YEAR IN WHICH THE CLAIM, LOSS OR DAMAGE OCCURRED, WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING WITHOUT LIMITATION DUE TO NEGLIGENCE.

The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. No claim may be made against AIP Publishing unless the suit is filed within one (1) year after the event giving rise to the claim.

The Subscriber assumes sole responsibility for all use of Scitation and the Online Journals by the Subscriber and by each Authorized User. In the event of a breach of this License by the Subscriber or Authorized Users, the Subscriber agrees to indemnify and hold AIP Publishing harmless from and against any and all claims, liabilities, damages, expenses (including attorneys’ fees and experts’ costs, penalties and fees, if any, for the enforcement of this License and otherwise for AIP Publishing’s defense of indemnified claims), losses and threatened losses arising from, or in connection with, that breach, including without limitation, claims of unauthorized use.

10. General

This License constitutes the entire agreement between the parties and supersedes any prior communication between the parties on this subject. The headings used in this License are for convenience only and are not to be considered in construing the terms of this License. Subject to termination under Section 6, this License may be amended only by consent (via mail, email, or fax) of both parties. If AIP Publishing sends notice to the Subscriber of changes in the terms of this License, lack of response by the Subscriber within a thirty (30) day period will be taken as acceptance of the new terms. Subscriber may not make any changes to this License without written consent by AIP Publishing.

The Subscriber must pay any taxes (including but not limited to any applicable Value Added Taxes, Sales Taxes, and Import Taxes) other than taxes on AIP Publishing’s net income, arising out of the Subscriber’s use of Scitation, the Online Journals and/or the rights granted under this License.

The Subscriber may not assign or transfer its rights under this License. The provisions of Sections 2, 4, 5, 7, 9, and 10, shall survive any expiration or termination of this License.

This License 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.

I have read and agree to adhere to and abide by all the terms and conditions stated above.

Signature: __________________________________________________________________________
Name: ___________________________________________ Date: ______________________________

Please mail the completed and signed License to:
Circulation and Fulfillment
AIP Publishing LLC
1305 Walt Whitman Road
Suite 110
Melville, New York 11747-4300

E-mail: online@aip.org
Telephone: 1-800-344-6902
Fax: 516-349-9704

For AIP Publishing use only:
License No._________________________Customer ID No.________________________Date_________________
APPENDIX

INSTITUTIONAL IP ADDRESSES/RANGES

Scitation, the AIP Publishing online journal publishing service, provides IP-address-based access control for institutional subscribers. Each computer that accesses the Internet is assigned an IP address, commonly represented as four number groups separated by dots (e.g., 192.58.150.10). All computers on a local area network, or subnet, may have the first two or three number groups in common. Access to AIP Publishing journal(s) from your institution’s Authorized Site will be provided based on the IP addresses and/or ranges you provide. (It is recommended that you consult with your network administrator to determine your IP addresses, subnets, and other critical information about your institution’s network configuration.) IP addresses for locations other than the Authorized Site will not be accepted under this License; if you are seeking online access for multiple sites, please contact Scitation Customer Service at help@scitation.org or phone 1-800-344-6902.

AIP Publishing will accept up to ten IP addresses and/or ranges (Class B, Class C, and single station) via this form (attach additional sheets as necessary). Note that Class B requests will be subject to additional review by Scitation Technical Staff. Please contact Scitation Customer Service Office (see above) if you need to register a proxy or caching server, or if you have any additional questions. You may also consult the Administrator Set Up and Management User Guide (LRC_AdminSeptUp_UserGuide2019.pdf (aip.org)) for additional information.

All information provided regarding your IP addresses will be verified by AIP Publishing, and your network contact (which must be provided below) will be contacted if additional clarification is necessary.

Please type your IP addresses or ranges in the following formats [please contact Scitation Customer Service (see above) if you require assistance]:

Class B Network: Enter the first two (network) numbers and use asterisks for the host addresses, i.e., 128.58.*.*
Class C Network: Type the first three (network) numbers and an asterisk for the host addresses, i.e., 192.58.150.* (ranges are acceptable; type 192.58.150.* - 192.58.152.* to indicate Class C ranges)
Single Station(s): Type all four numbers, i.e., 192.40.158.10 (ranges are acceptable; type 192.58.150.10 - 192.58.150.30 to indicate ranges of single stations)

IP Addresses and/or Ranges:

<table>
<thead>
<tr>
<th>Class B</th>
<th>Class C</th>
<th>Single Station</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ Please check here if additional IP addresses are listed on attached sheet(s).

Please enter your fully qualified domain name, that is, the name one registered with the Internet Corporation for Assigned Names and Numbers (ICANN).

Domain name: ____________________________________________________________

Please provide the following required network contact information:

Name: ____________________________
Fax: ____________________________
Telephone: _______________________
E-mail: __________________________

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________