The Journal of Neurosurgery Publishing Group Site License Agreement

By signature and payment in full for electronic access to *Journal of Neurosurgery*, *Journal of Neurosurgery: Pediatrics*, *Journal of Neurosurgery: Spine* ("Licensed Materials"), Subscriber agrees to be bound by the terms and conditions set forth in this Agreement.

Name of Insti	tution (please print):			
	(Full address)			
Institution/Corporate name/address			IP Addresses/Ranges	
	NAL ACCOUNT ADMIN	NISTRATOR:		
Name:				
Telephone:				
Fax:				
Email address	s:			
Account # (if k	xnown):	_		
Requesting print subscription?		Number o	Number of Sites:	
Fee Paid (payr	nent must accompany exec	uted license for account activ	ation):	
ACCESS MET	ГНОD:			
Authentication	ı via IP address			

License

The Journal of Neurosurgery Publishing Group ("JNSPG") hereby grants to the Subscriber ("Licensee") and its Authorized Users (hereinafter defined) a non-exclusive, revocable, non-transferable License to access Licensed Materials online to which Licensee has subscribed during the calendar year (January 1–December 31) subscription period, including, but not limited to, tables of contents, abstracts, PDFs, and full texts of articles. The Licensee retains permanent access to the Licensed Materials of the subscription period regardless of future paid/unpaid subscription status. This license is subject to the terms and conditions of this Agreement, and to make the uses permitted and described below. An authorized signature on this Agreement indicates the acceptance of the terms.

Types of License

Single-Site License refers to one geographic location or to multiple sites within one city that are part of a single, centrally administered organizational unit. A Single-Site License provides access to Licensed Materials from an Authorized Site (defined below) in one geographic location that has: 0–49 (tier 1), 50–499 (tier 2), 500–1,999 (tier 3), 2,000–4,999 (tier 4), 5,000–10,000 (tier 5), or 10,000+ (tier 6) full-time employees (FTEs) or potential users of Licensed Materials.. Any affiliated institutions (e.g., hospitals, research institutes, etc.) that will have access to the Licensed Materials must be considered when determining the type of license required.

Multi-Site License refers to an organization with independently administered multiple locations within one city; or to an organization in more than one city, state, or country, with administration of this License being done centrally on behalf of all locations. A Multi-Site License provides access to Licensed Materials from an Authorized Site (defined below). Any affiliated institutions (e.g., hospitals, research institutes, etc.) that will have access to Licensed Materials must be considered when determining the type of license required.

Definitions

"Authorized User" shall mean any individual who is an employee, registered student, faculty member, staff member, or researcher affiliated with the Subscriber. Authorized Users may be persons remote from the Subscriber's physical location whose access is administered from the Subscriber's site or campus. An Authorized Site visitor who is authorized to use that facility's library network is considered to be an Authorized User. This license extends only to the Subscriber and such Authorized Users individually and may not be transferred to, or extended to, others. Institutional Subscriber is solely responsible for any use through Institutional Subscriber's IP address to access Licensed Material and will use all reasonable care to ensure that there is no unauthorized use through Institutional Subscriber's IP address.

"Secure Network" shall mean a network (whether a standalone network or a virtual network within the Internet) that is only accessible to Authorized Users. A cache server or any server or network which can be accessed by unauthorized users is not a secure network for these purposes.

Online Journal Access at an Authorized Site

Access at an Authorized Site is controlled by valid Internet Protocol ("IP") address(es), or range(s) of IP addresses, which Licensee is responsible for providing. Only the IP address(es) submitted by the Licensee at the time of the initial subscription or at the time of renewal may have access to the Licensed Material. Addition of IP addresses at any other time must be approved in advance by JNSPG and may require additional payment if the addition(s) increases the number of Authorized Users or number of Authorized Sites. Use of an open proxy server to provide access for its Authorized Users is prohibited. Licensee is responsible for deleting any expired or inaccurate IP address(es) from the subscription account, for taking reasonable measures to prevent access by unauthorized individuals to its authorized IP address(es), and for terminating any unauthorized access of which it has actual notice or knowledge.

Permitted Uses

Pursuant to this license, Licensee may do, or authorize another Authorized User to do, any of the following:

- Browse, search, retrieve and view Licensed Materials
- Make one hard copy of the output of any search for personal use
- Distribute copies of individual articles or items of the Licensed Materials in print or electronic form to other Authorized Users for their personal use
- For library e-reserve or course syllabus purposes, provide metadata with appropriate links to one or more individual articles for Authorized Users to access the full-text format.

Inter-Library Loan Policy.

Licensee may download and print individual articles that are faxed, mailed, hand-delivered, or scanned and transmitted electronically to a requester under Licensee's interlibrary loan procedures, so long as the requesting institution is a non-commercial library located in the same country as Licensee and that Licensee complies with Section 108 of the United States Copyright Law ("Limitations on exclusive rights, Reproduction by libraries and archives") and clause 3 of the Guidelines for the Proviso of Subsection 108(g)(2) prepared by the National Commission on New Technical Uses for Copyrighted Works. No other form of electronic transmission or forwarding of material is permitted.

Prohibited Uses

This License describes all permitted uses. Any other use is prohibited and is considered infringement under the Copyright Act, 17 U.S.C. §§ 101 et seq., unless prior written permission has been obtained from JNSPG. Prohibited use can result in immediate termination of this License.

Specifically, no one is authorized to, without prior written permission of JNSPG to (i) remove or alter authors' names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials, (ii) systemically make print or electronic copies of multiple extracts of the Licensed Materials for any purpose, (iii) mount or distribute any part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web, other than the Secure Network, (iv) impose any charge for a copy (electronic or otherwise) of all or any part of the Licensed Materials (v) publish, distribute, or make available the Licensed Materials, works based on the Licensed Materials, or works that combine them with any

other material, other than as permitted in this License, (vi) alter, abridge, adapt, or modify the Licensed Materials, except to the extent necessary to allow them to be viewed on a computer screen by Authorized Users. For the avoidance of doubt, no alteration of the words or their order is permitted.

Licensee is responsible for taking reasonable measures to prevent prohibited uses of Licensed Materials and to promptly notify JNSPG of any infringements of copyright or prohibited use of which Licensee becomes aware. Licensee will cooperate with JNSPG in investigating any such prohibited uses and will take reasonable steps to ensure the cessation of such activity and to prevent any reoccurrence.

Disclaimer of Warranties

ALL MATERIAL AND INFORMATION ON ANY JNSPG WEBSITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF DESIGN, ACCURACY OR THE INFORMATION CONTAINED IN THE LICENSED MATERIALS, MERCHANTABILITY OR FITNESS OF USE FOR A PARTICULAR PURPOSE.

JNSPG IN NO EVENT SHALL BE LIABLE TO THE LICENSEE OR ANY OTHER PERSON, INCLUDING BUT NOT LIMITED TO AUTHORIZED USERS, FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF THE INABILITY TO USE, OR THE USE OF, THE LICENSED MATERIALS. IRRESPECTIVE OF THE CAUSE OR FORM OF ACTION, THE PUBLISHER'S AGGREGATE LIABILITY FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF ANY BREACH OF THIS LICENSE SHALL IN NO CIRCUMSTANCES EXCEED THE FEE PAID BY THE LICENSEE TO THE PUBLISHER UNDER THIS LICENSE IN RESPECT TO THE SUBSCRIPTION PERIOD DURING WHICH SUCH CLAIM, LOSS, OR DAMAGE OCCURRED. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. REGARDLESS OF THE CAUSE OR FORM OF ACTION, THE LICENSEE MAY BRING NO ACTION ARISING FROM THIS LICENSE MORE THAN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ARISES.

Delivery Formats and Service

JNSPG will make the Licensed Materials available to the Licensee from the Server and use reasonable endeavors to (1) make available the electronic copy of each journal issue in the Licensed Materials not later than the mail date of the printed version, (2) notify the Licensee in advance of any anticipated specification change applicable to the Licensed Materials, (3) ensure that the Server has adequate capacity and bandwidth to support the usage of the Licensee at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this License, (4) provide the Licensee with adequate and competent support and assistance via a designated contact supplied by the Publisher, (5) make the Licensed Materials available to the Licensee and to Authorized Users on a continuous basis. Availability will be subject to periodic

interruption and downtime for server maintenance, software installation or testing, loading new files, and reasons beyond the control of JNSPG.

The Licensee and the Authorized Users are responsible for obtaining at their expense suitable Internet connections, Web browsers, and licenses for any software necessary to view the Licensed Materials.

Term and Termination

This Agreement shall become effective upon acceptance by JNSPG and, subject to the terms and conditions of this Agreement, will remain in effect as long as Licensee maintains a paid subscription. This Agreement will terminate if and when the subscription lapses or for substantial or material breach of any term or condition of this Agreement.

General

This License constitutes the entire agreement of the parties involved and supersedes all prior communications, understandings, and agreements relating to the subject matter of this License. Alterations to this License are only valid if they are recorded in writing and signed by both parties. The Licensee may not assign this License to any other person or organization without the prior written consent of JNSPG.

Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the addressee as set forth in the License or to such other address as notified by either party to the other at its address for service of notices. All such notices shall be deemed to have been received within fourteen (14) days of posting.

I have read and agree to adhere to and abid certify that I am authorized to sign this Agr Institution identified above.	e by the terms and conditions stated above and reement on behalf of the Subscribing
Name:	Title:
Signature:	_ Date: