

The Journal of Rheumatology Institutional Site Licence Agreement

This agreement between The Journal of Rheumatology Publishing Company Limited (the “Journal”), owner and publisher of The Journal of Rheumatology (the “Periodical”), and the institution identified in Schedule A (“Institution”) sets forth the terms of usage and other provisions for online access to the Journal’s website, [www. jrheum.org](http://www.jrheum.org) (the “Journal Online”).

1. Definitions

(a) “Authorized Basic-Plus Single Site” means:

a localized site that is one of the following single organizational units: private practice office or private clinic; residency program (independent from larger institution; on site access only); nursing school or allied health training program; charitable organization; undergraduate (baccalaureate) or masters level college/university (non-PhD granting); non-profit health policy or advocacy; think tank, lobbying group and quasi-governmental organizations interested in health policy; independent research library; museum with scientific research; small non-profit or government laboratory; local or regional government agency (single site); community hospital or clinic; or small doctorate granting research university.

(b) “Authorized Single Site” means:

- (i) a localized site that is a single organizational unit, or
- (ii) multiple sites within a single city that are part of a single organizational unit administered centrally.

(c) “Authorized Multisite” means:

- (i) an organization with independently administered multiple locations within one city, or
- (ii) an organization in more than one city, province, state, or country, with administration of this licence being done centrally on behalf of all locations.

(d) “Authorized User” means:

- (i) any individual who is an employee, independent contractor, student, faculty or staff member of Licensee who is approved by Licensee to use the Secure Network for access to the Journal Online; and
- (ii) any other individual who is approved by Licensee to use the Secure Network at Licensee’s premises for access to the Journal Online.

(e) “Licensee” means Institution and the affiliates of Institution set out in Schedule A.

(f) “Secure Network” means a computer network controlled and operated by Institution that is accessible, through the IP addresses as set out in Schedule B, only to Authorized Users (a) who are at Licensee’s premises or (b) whose identity is authenticated by Licensee at the time of login and who are allowed remote access under this Agreement.

2. Order

- (a) Institution's submission of:
 - (i) a completed order form;
 - (ii) complete and accurate information for Schedules A and B; and
 - (iii) payment of the appropriate licence fee for an Authorized Basic-Plus Single Site, Authorized Single Site, or an Authorized Multisite constitutes Institution's order of a subscription for a licence under, and Institution's acceptance of, the terms and conditions of this Agreement.
- (b) The total cost of licence fees for Authorized Users at an Authorized Multisite is determined by adding the full multiuser rate for Site 1 plus the reduced rate for each additional site
- (c) Due to high volume of requests, your completed order must be received at least 20 business days in advance to ensure online access for January 1, 2018.

3. Term and Renewal

- (a) The initial term of this Agreement shall commence on January 1, 2018 and shall remain in effect until December 31, 2018 (the "Term").
- (b) Institution may renew the Term of this Agreement for additional one-year periods (collectively, "Renewal Terms") by paying the appropriate annual licence fee before December 15 of the current Term or subsequent Renewal Term, as the case may be.
- (c) The Journal may modify the licence fees and the terms of this Agreement for any Renewal Term, from time to time, upon notice to Institution.

4. Licence

Upon receipt from Institution and approval by the Journal of a completed order and the IP addresses to which access is to be given under this Agreement, the Journal shall grant a non-exclusive licence for access to the full text on-line contents of the Journal Online for the duration of the Term as follows:

- (a) Authorized Users will be entitled to view, print, and display material from the Journal Online and store such material for individual archival purposes only, specifically for the sole purposes of personal research, study, and reference.
- (b) Authorized Users will be entitled to distribute a single copy of material from the Journal Online in print or electronic form to one or more other Authorized Users for use in accordance with this Agreement.
- (c) Licensee will be entitled to distribute a single copy of material from the Journal Online in print or electronic form to a non-commercial library located in the same country as Licensee in accordance with Licensee's interlibrary loan procedures, whether by post, facsimile, or digital transmission,

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(d) Nothing contained in this Agreement shall limit Licensee's rights with respect to fair dealing under the Copyright Act (Canada).

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(f) Licensee shall ensure that access to the Journal Online is available exclusively via a Secure Network only to those IP addresses set out in Schedule B to this Agreement, which may be revised from time to time by the Licensee for technical reasons only, upon written notice to the Journal.

(g) Licensee shall take reasonable and appropriate measures to ensure that only Authorized Users have access to the Journal Online (e.g., posting notices on or near computer screens, requiring passwords) and are aware of and comply with the terms of the licence.

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Except as expressly set out in this Agreement, no part of the material from the Journal Online or the Periodical may be copied, displayed, downloaded, stored in a retrieval system, transmitted or otherwise reproduced, distributed or used without the prior express written permission of the Journal. Without limiting the foregoing:

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(b) the Licensee and its Authorized Users shall not transmit, distribute, or display electronic or printed copies of material from the Journal Online to anyone other than Authorized Users, except as permitted in Section 4(c);

6. Access

(a) The Journal intends access to the Journal Online to be available 24 hours per day, 7 days per week. However, the Journal will not be liable for damages, losses or refunds should the site become unavailable temporarily or if access to the site becomes slow or incomplete due to system backup procedures, Internet traffic volume, upgrades, overload of requests to the servers, general network failures or delays, or any other cause that may from time to time make the site wholly or partially inaccessible to, or slow for, users.

(b) Licensees may report technical problems by e-mailing subscriptions@jrheum.com

(c) After termination of this Agreement, except in the event of termination for breach of Agreement as described in Paragraph 9, and only on Licensee's written request received by the Journal within 6 months of termination, the Journal will make best efforts to provide Licensee with continuous access to the full text of the material from the Journal Online that was published and paid for within the Term of this Agreement, subject always to the terms of use in this Agreement, and provided that and for so long as the Journal holds such rights, in one of the following two (2) ways (at the Journal's option): (a) on jrheum.org; (b) by granting access to a central archiving facility or other third party approved by the Journal; and provided that the third party may charge the Licensee for such access.

(d) The Journal undertakes to use reasonable endeavors to archive the material from the Journal Online in one of the following archiving solutions: LOCKSS or CLOCKSS.

7. Print Subscription (Optional for US/International Licensees)

Subject to paragraph 9, Institution is entitled to receive a one-year print subscription to the Periodical for each Term and Renewal Term, beginning January 1st of the Term or Renewal Term (as the case may be), at the address provided by Institution on the order. For any orders received after January 1st, the Journal will provide one copy of each back issue of the Periodical for that calendar year. Renewal orders received after May 31 of the current subscription year are subject to an additional fee of \$10.00 (includes tax) per back issue. Claims for missing issues must be received in writing within 2 months for the US and Canada and 4 months elsewhere, from issue date, e.g., March 1 and May 1, respectively, for the January issue.

8. Disclaimer

(a) While the Journal and its authors try to ensure the currency, accuracy and completeness of all materials in the Periodical and in the Journal Online, they make no guarantees or warranties as to such currency, completeness or accuracy or the results to be obtained from accessing and using the materials.

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(d) While the Journal endeavors to ensure that the contents of the Periodical and the Journal Online are the same, there is no guarantee that the information contained in the two versions is identical.

9. Termination

The Journal may terminate this Agreement if any of the Institution, Licensee or Authorized Users is in breach of this Agreement. The Journal shall furnish a written notice to the Institution of its intention to terminate this Agreement; the Institution shall be allowed 45 days from the date of issue of the notice to remedy the specified breach before termination becomes effective.

10. Jurisdiction

(a) This Agreement is governed by the laws of the Province of Ontario, Canada and the federal laws applicable in Ontario, without respect to conflict of laws principles. The exclusive jurisdiction for any disputes relating to this Agreement resides in the courts of the province of Ontario, Canada.

(b) In the event of any dispute that is resolved by arbitration, mediation or litigation, the winning party shall be entitled to recover its costs related to such proceeding.

11. Language (for companies located in Canada only)

The parties acknowledge that they have requested this agreement, as well as all documents given pursuant to this agreement, to be drawn up in English. Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention ainsi que de tous documents avis donnés relatifs à la présente convention ou en vertu de la présente convention.

12. No Transfer

Except as expressly permitted under this Agreement, Licensee and Authorized Users may not sell, assign, transfer or sub-license any of their rights or obligations under this Agreement without the prior written permission of the Journal.

Schedule A

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|--------------------------------|---------|
| Licensee Institution | Address |
| Authorized Licensee Affiliates | Address |

Schedule B

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|-------------------------|-------------------|
| Authorized IP Addresses | Location of Users |
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