

The Journal of Rheumatology Corporate 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 company identified in Schedule A (“Company”) sets forth the terms of usage and other provisions for online access to the Journal’s website, www.jrheum.org (the “Journal Online”).

1. Definitions

- (a) “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.
- (b) “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.
- (c) “Authorized User” means those individuals employed or engaged as independent contractors by Licensee at the time of access.
- (d) “Licensee” means Company and the subsidiaries and affiliates of Company set out in Schedule A.
- (e) “Secure Network” means a computer network controlled and operated by Company that is accessible, through the IP address(es) 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.

2. Order

- (a) Company’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 Single Site or an Authorized Multisite constitutes Company’s subscription for a licence under, and Company’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) Company 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, from time to time, upon notice to Company.

4. Licence

Upon receipt from Company 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 internal research, study, product development, and reference by Authorized Users consistent with their employment.
- (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 specifically for the sole purposes of internal research, study, product development, and reference by Authorized Users consistent with their employment.
- (c) Authorized Users will be entitled to distribute printed or electronic copies of material from the Journal Online to national or international regulatory authorities for the sole purposes of regulatory approval, patent or trade mark applications, or other legal or regulatory purposes with respect to the Company’s products and services.
- (d) Authorized Users will be entitled to reactively supply single print or electronic copies of individual articles or parts of articles taken from the material from the Journal Online to individual third parties upon request for medical information purposes. Copies supplied under this clause must carry without modification copyright notices or other notices related to Intellectual Property already incorporated in the material from the Journal Online.
- (e) Nothing contained in this Agreement shall limit Licensee’s rights with respect to fair dealing under the Copyright Act (Canada).
- (f) Any use of material from the Journal Online in whole or in part must include a copyright notice, stating that The Journal of Rheumatology is the copyright holder, and customary bibliographic citation that includes author, date, title, The Journal of Rheumatology Online, and the URL <http://www.jrheum.org>.

(g) 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.

(h) 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.

5. Prohibited Use

(a) 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:

(b) No transmission or distribution for commercial use of the material from the Journal Online is permitted without the prior, express written permission of The Journal of Rheumatology (requests to be directed to the Managing Editor, The Journal of Rheumatology, 365 Bloor Street East, Suite 901, Toronto ON Canada, M4W 3L4);

(c) 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);

(d) In the distribution of material from the Journal Online by the Company's or Licensee's sales representatives to any physician who is not an Authorized User is expressly prohibited.

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 to subscriptions@jrheum.com

(c) After termination of this Agreement, except in the case of termination for breach of Agreement as described in Paragraph 9, the Journal will provide the Licensee, only on Licensee's written request received by the Journal within 6 months of termination, with access to and use of the full text of the material from the Journal Online that was published and paid for within the Subscription Period, 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.

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

Subject to paragraph 9, Institution has the option to receive at an additional fee 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 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 material 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 material.

(b) The Journal does not endorse any information, advice or other material in the Periodical or the Journal Online. The Journal, on behalf of itself and the authors, expressly disclaims all representations, warranties and conditions either expressed or implied including but not limited to implied warranties of merchantability or fitness for a particular purpose with respect to the Periodical and the Journal Online. The Journal and its authors accept no responsibility or liability for damages or losses relating to any errors in or omissions from any material from the Journal Online or from the use of or inability to use such material in the Periodical and the Journal Online.

(c) The Journal, on behalf of itself and its authors, does not endorse and assumes no responsibility or liability for any information, advice or other material outside the Journal Online that may be accessed through the Journal Online.

(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 Company, the Licensee or Authorized Users is in breach of this Agreement. The Journal shall furnish a written notice to the Company of its intention to terminate this Agreement; the Company is 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

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

Licensee Company	Address
Authorized Licensee Affiliates	Address

Schedule B

Authorized IP Addresses	Location of Users
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