

TERMS AND CONDITIONS

IPR Journals (“IPR”) hereby grants to User a one-time, limited, non-exclusive, non-transferable, non-sublicensable license to republish one or more of the copyrighted works as described in more detail on the relevant Order Confirmation (the “Works”). “User”, as used herein, means the person or entity making such republication.

All Works and all rights therein, including copyright rights, remain the sole and exclusive property of IPR. Except for the license granted herein and payment by User of the full amount set forth on the Order Confirmation, no other rights in the Work(s) are granted to User. All rights not expressly granted are hereby reserved.

Upon completion of the licensed use as set forth on the Order Confirmation, User shall either secure a new permission for further use of the Work(s) or immediately cease any new use of the Work(s) and shall render inaccessible (such as by deleting or by removing or severing links or other locators) any further copies of the Work (except for copies printed on paper in accordance with this license and still in User’s stock at the end of such period).

In the event that the Work includes third party materials (such as photographs, illustrations, graphs, inserts and similar materials) which are identified in such Work as having been used by permission, User is responsible for identifying, and seeking separate licenses for, any of such third party materials; without a separate license, such third party materials may not be used.

Use of proper copyright notice for a Work is required as a condition of the license granted hereunder. Unless otherwise provided in the Order Confirmation, a proper copyright notice will read substantially as follows:

© 2018 Pageant Media. Republished with permission of IPR Journal, from [Work’s title, author, volume, edition number and year of copyright]. For more information, please visit www.IPRJournals.com. All rights reserved.

Such notice must be provided in a reasonably legible font size and must be placed either immediately adjacent to the Work as used (for example, as part of a by-line or footnote but not as a separate electronic link) or in the place where substantially all other credits or notices for the new work containing the republished Work are located. Failure to include the required notice results in loss to IPR, and User shall be liable to pay liquidated damages for each such

failure equal to twice the use fee specified in the Order Confirmation or IPR's ordinary license price therefor, in addition to the use fee itself and any other fees and charges specified.

User may only make modifications to the Work if and as expressly set forth in the Order Confirmation. No Work may be used in any way that is defamatory, violates the rights of third parties (including such third parties' rights of copyright, privacy, publicity, or other tangible or intangible property), or is otherwise illegal, sexually explicit or obscene. In addition, User may not conjoin a Work with any other material that may result in damage to the reputation of IPR. User agrees to inform IPR if it becomes aware of any infringement of any rights in a Work and to cooperate with any reasonable request of IPR in connection therewith.

User hereby indemnifies and agrees to defend IPR, and their respective employees and directors, against all claims, liability, damages, costs and expenses, including legal fees and expenses, arising out of any use of a Work beyond the scope of the rights granted herein, or any use of a Work which has been altered in any unauthorized way by User, including claims of defamation or infringement of rights of copyright, publicity, privacy or other tangible or intangible property.

UNDER NO CIRCUMSTANCES WILL IPR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS OR INFORMATION, OR FOR BUSINESS INTERRUPTION) ARISING OUT OF THE USE OR INABILITY TO USE A WORK, EVEN IF ONE OF THEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In any event, the total liability of IPR (including their respective employees and directors) shall not exceed the total amount actually paid by User for this license. User assumes full liability for the actions and omissions of its principals, employees, agents, affiliates, successors and assigns.

THE WORKS AND LICENSE ARE PROVIDED "AS IS". IPR HAS THE RIGHT TO GRANT TO USER THE RIGHTS GRANTED HEREIN. IPR DISCLAIMS ALL OTHER WARRANTIES RELATING TO THE WORKS AND LICENSE, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. ADDITIONAL LICENSES MAY BE REQUIRED TO USE ILLUSTRATIONS, GRAPHS, PHOTOGRAPHS, ABSTRACTS, INSERTS OR OTHER PORTIONS OF THE WORK (AS OPPOSED TO THE ENTIRE WORK) IN A MANNER

CONTEMPLATED BY USER; USER UNDERSTANDS AND AGREES THAT IPR MAY NOT HAVE SUCH ADDITIONAL LICENSES TO GRANT.

Any failure by User to pay any amount when due, or any use by User of a Work beyond the scope of the license set forth in the Order Confirmation and/or these terms and conditions, shall be a material breach of the license created by the Order Confirmation and these terms and conditions. Any breach not cured within 30 days of written notice thereof shall result in immediate termination of such license without further notice. Any unauthorized (but licensable) use of a Work that is terminated immediately upon notice thereof may be liquidated by payment of IPR's ordinary license price therefor; any unauthorized (and unlicensable) use that is not terminated immediately for any reason (including, for example, because materials containing the Work cannot reasonably be recalled) will be subject to all remedies available at law or in equity, but in no event to a payment of less than three times IPR's ordinary license price for the most closely analogous licensable use plus IPR's costs and expenses incurred in collecting such payment.

User acknowledges that IPR may, from time to time, make changes or additions to these terms and conditions, and IPR reserves the right to send notice to User by electronic mail or otherwise for the purposes of notifying User of such changes or additions; provided that any such changes or additions shall not apply to permissions already secured and paid for.

The license granted hereunder is personal to User. Therefore, User may not assign or transfer to any other person (whether a natural person or an organization of any kind) the license created by the Order Confirmation and these terms and conditions or any rights granted hereunder without the prior written consent of IPR.

No amendment or waiver of any terms is binding unless set forth in writing and signed by the parties. IPR hereby objects to any terms contained in any writing prepared by User or its principals, employees, agents or affiliates and purporting to govern or otherwise relate to the license herein, which terms are in any way inconsistent with any terms set forth in the Order Confirmation and/or in these terms and conditions or IPR's standard operating procedures, whether such writing is prepared prior to, simultaneously with or subsequent to the Order Confirmation, and whether such writing appears on a copy of the Order Confirmation or in a separate instrument.

The license herein and described in the Order Confirmation document shall be governed by and construed under the law of the Commonwealth of Pennsylvania, USA, without regard to the principles thereof of conflicts of law.

Any case, controversy, suit, action, or proceeding arising out of, in connection with, or related to such licensing transaction shall be brought, at IPR's sole discretion, in any federal or state court located in the County of Allegheny, Commonwealth of Pennsylvania, USA. The parties expressly submit to the personal jurisdiction and venue of each such federal or state court.

C&G-2851138