Journal of Clinical Sleep Medicine
Official Journal of the American Academy of Sleep Medicine
Institutional Subscriber Single-Site User License Agreement

By submitting payment for subscription access, the institution identified ("Subscriber") agrees to adhere to and abide by all terms and conditions set forth in this license agreement ("Agreement"). In turn, the American Academy of Sleep Medicine ("Publisher") agrees to grant the Subscriber and Authorized Users at the Authorized Site, as defined in this Agreement, the non-exclusive, non-transferable right to access the Publisher’s journal, Journal of Clinical Sleep Medicine, online.

Terms and Conditions

1 Definitions.

1.1 Subscriber. A Subscriber is an institution academic of nonacademic who has submitted a current paid online subscription to the Publisher Material.

1.2 Authorized Site. An Authorized Site is a localized setting (one geographical location) that is under a single administration and may be academic or nonacademic. For organizations in more than one city, each city is considered to be a different site. For organizations which have multiple locations in the same city that are administered independently, each location is considered a different site.

1.3 Authorized User. An Authorized User is any individual who is an active employee, faculty, staff, and/or student officially affiliated with the Subscriber, or an individual with legal access to the Subscriber’s facilities on-site. Authorized Users may be persons remote from the Subscriber’s physical location whose access is administered from the Subscriber’s site, but not persons at remote sites with separate administrations. This Agreement extends only to the Subscriber and such Authorized Users individually, and may not be transferred to, or extended to, others.

1.4 Access by an Authorized User is controlled by valid Internet Protocol ("IP") address(es), which the Subscriber is responsible for providing. Only the IP address(es) submitted by the Subscriber, and approved by the Publisher, will have access to Publisher Material. The Subscriber is solely responsible for any use through IP address(es) and will use all reasonable care to ensure that there is no unauthorized use through the Subscriber’s IP address(es). Unauthorized use through the Subscriber’s IP address(es), with or without the Subscriber’s knowledge, is a violation of this Agreement.

1.5 Publisher Material. The materials that are the subject of this agreement consist of the Journal of Clinical Sleep Medicine published by the American Academy of Sleep Medicine (Publisher).

2 Agreement.

2.1 Duration of Agreement. This Agreement shall become effective upon the receipt of payment for subscription access, subject to the terms and conditions of this Agreement, and will
remain in effect so long as the Subscriber maintains a current paid online subscription to the Publisher's material. This Agreement will terminate:

2.1.1 If and when the subscription lapses.

2.1.2 Following thirty (30) business days of notification to the Subscriber of the Publisher's determination that the Subscriber has knowingly or unknowingly violated any term or condition of this Agreement, unless the Publisher receives written notice within this time that the Subscriber has implemented procedures, reasonably satisfactory to the Publisher, to prevent future violations.

2.1.3 Following thirty (30) days of Publisher receipt of written notice from the Subscriber that the Subscriber does not accept changes in terms or conditions of this Agreement.

2.1.4 Following thirty (30) days' prior written notice by either party.

2.1.5 No refund will be provided for the termination of this Agreement.

2.2 Subscriber Undertakings. The Subscriber is responsible for:

2.2.1 Taking reasonable measures to enforce the terms and conditions of this Agreement and prevent Prohibited Use of Publisher Material and for notifying the Publisher of any infringement of copyright or Prohibited Use of which the Subscriber becomes aware.

2.2.2 Cooperating with the Publisher in investigating any Prohibited Use and taking reasonable steps to ensure the cessation of such activity and to prevent any reoccurrence.

2.2.3 Undergoing common and reasonable methods to inform Authorized Users of general terms and conditions for the use of Publisher Material and the importance of respecting the intellectual property of this material.

2.2.4 Taking reasonable efforts to ensure that only Authorized Users are permitted to access Publisher Material. Subscriber shall use reasonable efforts to ensure that Authorized Users do not divulge their numbers and passwords to any Unauthorized Users. Subscriber shall also maintain confidentiality of any institutional passwords used to access Publisher Material.

2.2.5 Subscriber shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

2.3 Authorized Access. Upon activation of this Agreement, the Subscriber and Authorized Users shall be granted access to Publisher Material for the current subscription year and all years in which online content is available, so long as the Subscriber maintains a current paid online subscription.

2.4 Copyright. Publisher Material, including abstracts, are copyrighted by the Publisher and are subject to all applicable copyright, database protection, and other rights of the Publisher as copyright owner under laws of the United States and other countries. The Subscriber
acknowledges that they shall claim no ownership by reason of their use of or access to
Publisher Material. Copyright notices in Publisher Material may not be removed, obscured
or modified in any way. Unauthorized copying or redistribution of any Publisher Material is
a violation of copyright laws.

3 Usage Rights.

3.1 Authorized Uses. Subscriber and Authorized Users may make use of the Publisher Material
as is consistent with the Copyright Act of 1976 (17 U.S.C. § 101, et seq.) including §107
Fair Use Provisions. To receive permission for any other uses, subscriber may contact
Copyright Clearance at www.copyright.com.

3.1.1 Inter-Library Loan Policy. Using secure electronic, paper or intermediated means such as
Ariel, Subscriber may fulfill occasional inter-library loan requests from other institutions.
Subscriber agrees to fulfill such requests in compliance with Section 108 of the United
States Copyright Law (17 USC, Section 108, “Limitations on exclusive rights:
Reproductions by libraries and archives”) and the Guidelines for the Proviso of Subsection
108(2g)(2) prepared by the National Commission on New Technological Uses of
Copyrighted Works.

3.2 Prohibited Use. Prohibited Use of Publisher Material includes, but is not limited to:

3.2.1 Use that does not conform to all applicable laws and regulations.

3.2.2 Systematic or programmatic downloading, copying, reselling, renting, redistributing,
publishing (beyond the brief quotations permitted under section 3.1.4) or republishing of
Publisher Material in any form, service bureau redistribution services, printing for fee-for-
service purposes and/or printing or transmission of print or electronic copies to individuals
who are not Authorized Users.

3.2.3 Transmission or distribution of Publisher Material to individuals who are not Authorized
Users for purposes including without limitation, scholarly sharing, scientific research, or
educational or professional use.

3.2.4 Alteration of Publisher Material.

3.2.5 Inclusion of Publisher Material in other works, or creation of derivative work based on
Publisher Material.

3.2.6 Distribution or mounting of Publisher Material on any electronic network other than an
approved secured network that is available only to Authorized Users, including without
limitation, the Internet and World Wide Web.

3.2.7 Course Packs, Distance Education, and Electronic and Print Reserves. For the avoidance of
doubt, the Subscriber may not incorporate all or any Publisher Material in course packs,
distance education programs, or electronic or print reserve collections without prior written
permission of the Publisher. Request for permission may be submitted at
www.copyright.com
3.3 Archiving. The Subscriber or Authorized User may not print, download or save or otherwise retain any or all Publisher Material for any purpose of archiving unless access to the Publisher Material is restricted to Subscriber and Authorized Users.

4 Disclaimer of Warranties.

4.1 The Publisher warrants that it is entitled to grant the licenses granted in this Agreement and that the Publisher Material does not infringe the copyright or any other proprietary or intellectual property rights of any person, but makes no other warranties or representations of any kind, expressed or implied, including without limitation, warranties of merchantability or fitness for a particular purpose.

4.2 The Publisher will make reasonable efforts to ensure that online Publisher Material is complete and accurate, however, the Publisher does not warrant completeness or accuracy and does not warrant that the Subscriber's access to Publisher Material will be uninterrupted or error-free, or that results obtained will be useful or will satisfy Subscriber's requirements.

4.3 The Publisher will undergo reasonable efforts to ensure that the Subscriber and Authorized Users have access to Publisher Material at any time. The Publisher, however, shall not be liable for any delay, downtime, transmission error, software or equipment incompatibilities or other failure of performance, but shall use commercially reasonable efforts to correct any material performance problem brought to its attention.

4.4 The Publisher will not be liable for incidental, consequential, or any other damages arising out of or in connection with the subscription. In no event shall the total aggregate liability of the Publisher for any claims, losses or damages arising out of a termination of this Agreement, whether in contract, tort or otherwise, exceed the total amount paid by the Subscriber to the Publisher for the subscription during the current subscription year in which such claim, loss or damage occurred, even if the Publisher has been advised of the possibility of such potential claim, loss or damage. 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 the Publisher unless suit is filed within six (6) months of the event giving rise to the claim.

4.5 In the event of a breach of this Agreement by the Subscriber or Authorized Users, the Subscriber agrees to hold the Publisher harmless from and against any and all claims, liabilities, damages, expenses, losses and threatened losses arising from, or in connection with that breach, including without limitation, claims of unauthorized use.

5 General.

5.1 This Agreement constitutes the entire agreement of the parties and supersedes any prior communication between parties with respect to the subject matter hereof. Any purchase order or other instrument that the Subscriber may issue for Publisher Material shall in no way amend the terms and conditions provided herein.
5.2 The Subscriber may not make any changes to this Agreement without written consent by the Publisher. The Publisher may make changes to this Agreement at any time, and the Publisher will make reasonable attempts to notify the Subscriber of these changes.

5.3 The Subscriber shall not assign or transfer its rights under this Agreement.

5.4 If rights in all or any part of Publisher Material are assigned to another publisher, the Publisher shall use its best efforts to ensure that terms and conditions of this Agreement are maintained.

5.5 Neither party’s delay nor failure to perform any provision of this Agreement, as a result of circumstances beyond its control (including without limitation, war, strikes, floods, governmental restrictions, power, telecommunication or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Agreement.

5.6 The invalidity or unenforceability of any provision of this Agreement will not affect the continuation or enforceability of the remainder of this Agreement.