

Institutional Online Site License Agreement

Licensee access to and use of the Journal of Special Operations Medicine (hereinafter defined) is governed by the terms of this Site License Agreement. The Agreement exists between the Licensee and Breakaway Media, LLC (BAM), the sole publisher of the Journal of Special Operations Medicine (JSOM) and the Advanced Tactical Paramedic – Protocols (ATP-P) Handbook. Prices and subscription/renewal information are posted on the Journal of Special Operations Medicine website at https://www.jsomonline.org

I. New Subscribers:

Please read the terms below and type "yes" to signify agreement with these terms or "no" to signify refusal of these terms in the field provided at the bottom of this agreement, along with your typed name and position in the fields provided, and return this completed form to InstitutionalAgreements@breakawaymedia.org. The subscription and Licensee access to the database will not be activated until Licensee signifies its agreement with the terms below has been completed and returned to the journal staff and payment for access to the JSOM has been received.

II. Renewing Subscribers:

If Licensee renews an active JSOM Online subscription before it expires, Licensee is not required to repeat the activation process. The expiration date for Licensee's online record is updated after the renewal is processed by the BAM Institutional Subscription Office. Before renewal, please review the subscription agreement terms and conditions in this Site License Agreement below, as some terms may have changed from the previous year. The terms of this Site License Agreement govern the renewal. If Licensee cannot accept all terms in this Agreement, the subscription cannot be renewed.

A. License

Breakaway Media, LLC (BAM) hereby grants access to the Journal of Special Operations Medicine (JSOM) and the Advanced Tactical Paramedic – Protocols (ATP-P) Handbook to the JSOM Online subscriber (Licensee) and its Authorized Users (hereinafter defined) via a non-exclusive, revocable, non-transferable License to access the JSOM Online to which Licensee has subscribed, according to the terms of this Agreement, and to make the uses permitted and described below.

1. Types of License

- a. Single-site License:
 - A Single-site License refers to one geographic location or to multiple sites within one city that are part of a single organization unit administered centrally.

- A Single-site License provides access to the JSOM Online from an Authorized Site (defined below) in one geographic location that has: 1 150, 151 499, 500 1,000, 1,001 3,000, 3.001 5,000, 5,001 7,000, 7,001 9,000, 9,001 12,000, or 12,000+ faculty plus individuals in registered doctoral (PhD, MD, DVM, etc.) and postdoctoral programs ("employees" for companies and government agencies). The users for which the licensee must account are individual users, not concurrent users.
- Any affiliated institutions (e.g., hospitals, research institutes, etc.) that will have access to the online journal(s) must be taken into account when determining what type of license is required.

b. Multi-site License

- A 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 the JSOM Online from an Authorized Site (defined below).
- Any affiliated institutions (e.g., hospitals, research institutes, etc.) that will have access to the online journal(s) must be taken into account when determining what type of license is required.

B. Definitions

1. JSOM Online

The term "JSOM Online" means the online articles and related materials published by BAM. A JSOM Online subscription provides access to HTML and PDF versions of the final, typeset articles published in the JSOM since 2007, and to accepted manuscripts that are published online in PDF format ("publish-ahead-of-print" manuscripts) prior to publication of the final, typeset articles in the JSOM. Publish-ahead-of-print manuscripts posted prior to the physical printing of the quarterly publication have been peer-reviewed and appear online as they appear in print.

Institutional Licensees will also have access to an electronic version of the ATP-P Handbook; however, a hardcopy of the ATP-P Handbook will not be provided under the terms of this agreement. Spiral-bound copies of the ATP-P Handbook are available for purchase separately at the JSOM Online store. Please contact storefront@jsomonline.org if you are interested in multiple copies of the ATP-P Handbook for potential discounts for your institution.

Full versions of the JSOM and the ATP-P Handbook are available in electronic "flipbook" format. PDF downloads of the Journal and the ATP-P Handbook are available only for mobile devices (e.g., mobile phone or tablet device), and are not available for use on desktop computers.

2. Authorized Sites

- a. Single-site (academic or non-academic) is a:
 - single geographic location; or
 - multiple sites within one city that are part of a single organizational unit administered centrally. Example: Different campuses of the same university within the same city are considered an Authorized Single Site.
- b. Multi-site (academic or non-academic) is an:
 - organization with independently administered multiple locations within one city; or
 - an organization in more than one city, state, or country, with administration of this license being done centrally on behalf of all locations. Example: Each campus of the University of Maryland system is considered to be a different site, and each branch or office of a pharmaceutical company is considered to be a different site.

3. Online Journal Access at an Authorized Site

Access at an Authorized Site is controlled by valid Internet Protocol ("IP") address(s), or range(s) of IP addresses, which Licensee is responsible for providing. Only the IP address(s) submitted by the Licensee at the time of the initial subscription or at the time of renewal may have access to the material. Addition of IP addresses at any other time must be approved in advance by BAM and may require additional payment if the addition(s) increases the number of Authorized Users or number of Authorized Sites. There is no limit on the maximum number of IP addresses or workstations at an Authorized Site under the License. Licensee may use a proxy server or cable service for providing remote dial-in access for its Authorized Users (defined below) of an Authorized Site. 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(s) from the subscription account, for taking reasonable measures to prevent access by unauthorized individuals to its authorized IP address(s), and for terminating any unauthorized access of which it has actual notice or knowledge.

Licensee will be provided a username and password to allow authorized users access to the JSOM Online from off-site locations. Sharing of this username/password with persons not affiliated with the licensee will be considered a violation of this agreement and is grounds for termination of this agreement.

4. Authorized User

An Authorized User is any individual who is a registered student, faculty member, staff member, or affiliated researcher ("employee" or independent contractor at a company) of an Authorized Site. An affiliated researcher or independent contractor must be employed, and/or conducting research, physically at an Authorized Site. A visitor to an Authorized Site who is authorized to use that facility's library network is considered to be an Authorized User.

C. Permitted Uses

- 1. Pursuant to this license, Licensee may do, or authorize another Authorized User to do, any of the following:
 - a. Search, view, display, download, and store individual articles or other discrete items from the JSOM Online, solely for the use of an Authorized User.
 - b. Print a single copy of individual articles or discrete items from the JSOM Online, for an Authorized User's personal use.
 - c. Distribute copies of individual articles from the JSOM Online, in print or electronic form, to other Authorized Users for their personal use.
 - d. Store insubstantial portions of individual articles or items from the JSOM Online on internal databases for later retrieval and use by Authorized Users.
 - e. 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.
 - f. Supply print or electronic copies of individual articles or items from the JSOM Online to regulatory authorities for regulatory purposes relating to Licensee's products or services, provided that the Licensee is a party to the proceedings or has an interest in the outcome.
 - g. Supply single print or electronic copies of individual articles taken from the JSOM Online to individual third parties on request or on an ad hoc basis for medical information purposes, provided that no more than 10 copies of a specific article are supplied for such purposes under this provision. For additional copies, Licensee should ask BAM for reprint rights, which are not covered by this License.
 - h. Disclose individual articles or other discrete portions from the JSOM Online in connection with any legal and/or patent proceedings and/or if requested pursuant to an order of a competent court or administrative agency, provided that the Licensee is a party to the proceedings or has an interest in the outcome.
- 2. Pursuant to this license, an Authorized User may browse, search, retrieve, and view JSOM Online articles and may store or download and print single copies of individual articles, or discrete items or portions of such articles, from the JSOM Online solely for their own use or for that of another Authorized User. An Authorized User may transmit single copies of individual articles, or discrete items or portions of such articles, from the JSOM Online to another Authorized User.
- 3. Interlibrary Loan Policy. Licensee may download and print individual articles that are faxed, mailed, hand-delivered, or 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. No other form of electronic transmission or forwarding of material is permitted.
- 4. Copies of all material from the JSOM Online must bear proper copyright notice as shown in the initial page of each article or, if different, on the portion reproduced. Deletion or modification of the copyright notice is not allowed.

D. 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 BAM, as described in Section IV.B of this Site
 License. A prohibited use can result in immediate termination of this License.
- 2. Specifically, no one is authorized to transmit, copy, or distribute any JSOM Online issue or article, or portion thereof, in any manner or for any purpose except as described in Section III of this License, without BAM's prior express written permission. In particular, except as described in Section III, no one may, without the prior express written permission of BAM:
 - a. distribute or forward a copy (electronic or otherwise) of any article, file, or material obtained from any JSOM publication;
 - b. reproduce, print, or photocopy any article, file, or material from any JSOM publication
 - c. alter, modify, adapt, or translate any article, file, or material obtained from any JSOM publication
 - d. include any article, file, or material obtained from any JSOM publication in other works or otherwise create any derivative work based on any materials obtained from any JSOM publication
 - e. impose any charge for a copy (electronic or otherwise) of any article, file, or material obtained from any JSOM publication, except for normal printing/copying costs where such reproduction is authorized under Section III
 - f. systematically download, archive, or centrally store substantial portions of articles, files, or material obtained from any JSOM publication. Dissemination or transmittal of print or electronic copies of articles is not permitted for marketing or advertising purposes without BAM's prior written permission. Affirmative written permission must be obtained from BAM. Breakaway Media does not recognize or accede to permission requests that presume permission is granted unless BAM gives notice that permission is denied.
 - g. To obtain express written permission to make any use not authorized by this License, send hand-signed requests to: Journals Department, Breakaway Media, LLC, 4631 Laurel Oak Ln NE, St. Petersburg, FL 33703, USA

E. Detection of Prohibited Uses

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

F. Copyright and Proprietary Rights

Breakaway Media, LLC owns all copyrights in and to the JSOM publications, as compilations, and is authorized to publish all material therein. Breakaway Media, LLC also owns the copyrights in the individual articles as indicated on the title pages, except as explicitly noted in the text of individual articles and for Supplemental Material. Each JSOM publication is

protected by copyright in other countries by virtue of the Universal Copyright Convention and the Berne Copyright Convention. Any unauthorized copying or prohibited use of material from any JSOM publication, including but not limited to text, graphics, tables, code, or software, may result in liability for copyright infringement (including injunctive relief and damages) under U.S. and/or foreign law. Breakaway Media, LLC does not own the copyright of Supplemental Material that may be linked to, or accessed through, an article, unless expressly noted in the publication. Breakaway Media, LLC does have a license to grant Authorized Users access to such Supplemental Material. Licensee should review copyright ownership information for Supplemental Material and contact the copyright owner for any permissions sought. This License does not authorize the copying, storing, or transmission of any Supplemental Material.

G. Breach and Access to Database

- 1. If Licensee fails to pay BAM any license or subscription fees when due, or otherwise breaches this License, BAM will provide Licensee with electronic notice and a 30-day period within which to cure such breach. Breakaway Media, LLC, reserves the right to seek additional remedies and take immediate action if BAM believes that Licensee's breach is likely to cause BAM irreparable harm. Breakaway Media, LLC may, in its sole discretion, reinstate Licensee's subscription after the breach is cured to BAM's satisfaction.
- 2. If Licensee's subscription the JSOM Online terminates, further access to the current database will be denied. If Licensee or Authorized Users materially breach this License or make prohibited uses of material in JSOM publications, BAM reserves the right to deny Licensee any access to the JSOM database, in BAM's sole discretion. Breakaway Media, LLC reserves the right to modify its policy regarding its online archives, in its sole discretion, and restrict or charge for access to the JSOM publication archives (other than as included as part of a subscription).

H. Disclaimer of Warranties

ALL MATERIAL AND INFORMATION ON ANY BREAKAWAY MEDIA WEBSITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DESCRIPTIONS OF, OR REFERENCES TO, PRODUCTS OR PUBLICATIONS DO NOT IMPLY ENDORSEMENT OF THAT PRODUCT OR PUBLICATION.

IN NO EVENT SHALL BAM BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE ARTICLES OR OTHER MATERIAL DERIVED FROM ANY JSOM PUBLICATION, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF LIABILITY.

LICENSEE AGREES THAT IN NO EVENT SHALL ANY LIABILITY OF BAM (OR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, THIRD-PARTY CONTENT PROVIDERS, OR AUTHORS) EXCEED THE TOTAL AMOUNT OF SUBSCRIPTION FEES PAID BY LICENSEE FOR THE SUBSCRIPTION YEAR PRIOR TO THE MAKING OF A CLAIM. IF LICENSEE IS DISSATISFIED WITH THE SERVICES OF BAM OR THE CONTENT OF JSOM PUBLICATIONS OR ANYTHING ELSE

RELATED TO THIS LICENSE, LICENSEE'S SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE THIS LICENSE AND DISCONTINUE USE OF THE JSOM ONLINE.

Each JSOM publication is under development, and changes may be made in the publication and programs at any time. All advertising appearing in any JSOM publication is the sole responsibility of the advertiser. Neither BAM nor any JSOM publication endorses or warrants any product advertised or any statements made in any advertisements. Nor is BAM or any JSOM publication responsible for the quality or content of any material linked to any JSOM publication.

I. Delivery Formats and Service

- The JSOM Online website uses standard Internet HTML format. The JSOM reserves the
 right to change format upon three [3] months' notice to Licensee, although BAM will
 make reasonable efforts to use commonly available formats. 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 a JSOM
 publication online.
- 2. The JSOM publications are also available in Adobe Acrobat (PDF) format to Licensee and its Authorized Users on mobile devices. Authorized Users are solely responsible for installing and configuring the appropriate Adobe Acrobat Reader software (version 3.01 or better).
- 3. Breakaway Media, LLC shall use reasonable efforts to make online access available 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 BAM.

J. General

- 1. This Agreement constitutes the entire License for each JSOM publication, and may not be modified without the express written consent of BAM. Breakaway Media, LLC reserves the right to modify the terms, effective thirty [30] days after notice. Accessing the database after the effective date of a modification will be deemed to signify Licensee's acceptance of such modification. As a general matter, modifications, if any, will be made annually and will be incorporated into the Site License for the following year.
- 2. Licensee is responsible for the payment of any applicable taxes, other than taxes on BAM's net income, arising out of Licensee's use of the JSOM Online and/or the rights granted under this Agreement. Breakaway Media, LLC acknowledges that not-for-profit institutions may be exempt from state and other taxes. The responsibility for determining whether Licensee has any liability for any taxes rests solely with the Licensee.
- 3. Licensee may not assign or transfer its rights under this Agreement without the written permission of BAM.
- 4. Non-discrimination. The parties agree to comply with all applicable laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, non-discrimination, including the Americans with Disabilities Act, and

- affirmative action. The vendor for BAM and JSOM Online complies with the W3C Priority 1 international standards for accessibility and has represented to BAM that all electronic publications are in compliance with Section 508 of the Americans with Disabilities Act.
- 5. Conflict of Interest. This Agreement may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of a party is an employee, consultant, or agent of any other party to this Agreement.
- 6. Dispute Resolution. If required by the laws of Licensee's state, any dispute will be resolved in accordance with such laws, including any laws requiring arbitration or the exhaustion of specific administrative remedies.
- 7. Government Requirements. Breakaway Media, LLC complies with all provisions of the Federal Acquisition Regulation (FAR) clauses applicable to the goods and services licensed pursuant to this Site License.
- 8. Failure of Legislature to Appropriate. The parties acknowledge that appropriation of funds for government-sponsored institutions is a legislative act and is beyond the control of any party to this Agreement. If the Legislature fails to appropriate the funds necessary for this Agreement, then Licensee will provide prompt written notice to Publisher to cancel this Agreement.

Acknowledgment of Agreement

By signing this agreement, I, the undersigned, am an authorized agent of the Institution listed below. Further, we understand and agree to the terms of this Agreement with Breakaway Media, LLC. Signatures may be either a physical ("wet") signature or an electronic signature.

Institution Information									
Name		mstit	uti	on information					
Name									
A . I. I									
Address									
						Zip			
City			St	ate		Code		Country	
Institution Representative Information									
Name									
Position									
Address									
City			St	ate		Zip		Country	
Phone						Code		•	
Number				Email Address					
	I certify that I am authorized, on behalf of the Institution, to enter into this agreement								ent
	between the Institution and Breakaway Media, LLC								
	I certify that I have read, understand, and agree to the terms of this Agreement								
Authorized									
Signature		Can be a Single ID Address a ra	na	of ID Addresses	or	hoth			
IP Addresses. Can be a Single IP Address, a range of IP Addresses, or both.									