



Operative Dentistry, Inc.
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USA

OPERATIVE DENTISTRY ONLINE JOURNAL: VIRTUAL NETWORK ONLINE AGREEMENT

IMPORTANT: BY COMPLETING THE ATTACHED REGISTRATION MATERIALS, SIGNING AND SENDING THEM TO OPERATIVE DENTISTRY (OR BY SELECTING THE “I ACCEPT” BUTTON) THE INSTITUTION NAMED IN THE ONLINE REGISTRATION MATERIALS ACKNOWLEDGES THAT IT HAS READ AND AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT

THIS INSTITUTIONAL ONLINE AGREEMENT (“the Agreement”) is made between OPERATIVE DENTISTRY, INC. (“licensor”) and the Institution named in the Online Registration Materials (“Licensee”) and is made as of the date an authorized representative of the Licensee completes the Online Registration Materials located at the end of the Agreement.

IT IS AGREED as follows:

1. DEFINITIONS

In this Agreement, the following expressions shall have the following meanings:

“Authorized User” shall mean an individual who is authorized by the Licensee to access the Licensee’s information services available through the Licensee’s Secure Network and who is (i) affiliated with the Licensee as a current student, faculty, library patron, employee, or in some other capacity whereby they are permitted to access such services in the Licensee’s ordinary course of business, whether from a computer or terminal on the Licensee’s Secure Network, or offsite via a modem link to a valid IP address on the Licensee’s Secure Network; or (ii) physically present on the Licensee’s premises. Authorized Users must hold a valid, institution-issued identification card (physical or digital) confirming affiliation with the Licensee. Walk-in patrons, adjuncts without ID, consortium users, and/or contractors are excluded from access unless explicitly approved;

“Commercial Use” shall mean use for the purposes of monetary reward (whether by or for the Licensee, an Authorized User, or any other person or entity) by means of sale, resale, loan, transfer, hire, or other form of exploitation of the Licensed Work(s);

“Licensed Work(s)” shall mean the online version of OPERATIVE DENTISTRY for which the Licensee holds a current “Virtual Network” subscription for online access;

“Licensor Trademarks” shall mean the designation OPERATIVE DENTISTRY;

“Material” shall mean any abstract, article, index or other material contained in the Licensed Work(s) and accessed online;

“Online Registration Materials” shall mean the registration materials appearing at the end of the Agreement required to be submitted by the Licensee before the Licensee can access the Licensed Work(s);

“Passwords” shall mean any Licensee’s password(s) required to be created in the Online Registration Materials;

“Secure Network” shall mean a network (whether a stand-alone or virtual network) which is only accessible to Authorized Users. A cache server or any server or network which can be accessed by unauthorized users is not a secure network for these purposes. A Secure Network may include federated identity systems compliant with current industry standards, including SAML 2.0-based authentication such as Shibboleth, Azure AD, or equivalent;

“Server” shall mean either Licensor’s server or a third-party server designated by Licensor on which the Licensed Work(s) are mounted and through which the Licensee and its authorized Users may gain access to the Licensed Work(s) by means of the World Wide Web;

“Site” shall mean up to ten (10) physical campuses that are wholly owned and operated by the Licensee. Each Site must be part of the same legal entity.

“Subscription Period” shall mean the period stated at the end of the Agreement and in relation to each Licensed Work shall continue (subject to the provisions for earlier termination contained below) for so long as the Licensee has a current “Virtual Network” subscription for the Licensed Work

2. **GRANT OF LICENSE, USAGE RIGHTS AND LIMITATIONS ON USE**

- 2.1 In respect of each Site, Licensor grants the Licensee the non-exclusive and non-transferable right to allow Authorized Users to access and use the Licensed Work(s) throughout the Subscription Period by means of one or more Secure Networks for the purposes of research, teaching, and private study.
- 2.2 Throughout the Subscription Period, Authorized Users may:
- 2.2.1 access the Server by means of a Secure Network in order to search the Licensed Work(s) and to view, retrieve, and display portions thereof;
 - 2.2.2 electronically save portions of the Licensed Work(s);
 - 2.2.3 print out single copies of portions of the Licensed Work(s);
 - 2.2.4 link (not upload) to content in institutional LMS platforms (e.g. Canvas, Blackboard, etc.);
 - 2.2.5 use small portions for classroom instruction under Secure Network protections.
- 2.3 The Licensee and Authorized Users may not:
- 2.3.1 remove or alter Licensor's copyright notices or other means of identification or disclaimers as they appear in the Licensed Work(s);
 - 2.3.2 systematically make printed or electronic copies of multiple portions of the Licensed Work(s) for any purpose;
 - 2.3.3 display or distribute any part of the Licensed Work(s) on any electronic network, including without limitation the Internet and the World Wide Web, other than a Secure Network;
 - 2.3.4 permit anyone other than Authorized Users to access or use the Licensed Work(s);
 - 2.3.5 use all or any part of the Licensed Work(s) for any Commercial Use;
 - 2.3.6 use generative AI tools to train or fine-tune models using the content;
 - 2.3.7 redistribute content through coursepacks, e-reserves, or public file repositories unless controlled under Secure Network limitations;
 - 2.3.8 perform text extraction for commercial product development.
- 2.4 Where the Licensee is an academic library or part of a non-commercial organization, then notwithstanding any restriction in clause 2.3, the Licensor hereby grants the Licensee the non-exclusive right to supply (whether by post, fax or secure electronic delivery systems (e.g., Odyssey, ISO-compliant systems) with automatic deletion after printing) to an authorized user of another academic library in the same country as the Licensee or library which is part of a non-commercial organization in the same country as the Licensee, for the purposes of research or private study and not for commercial use, a single paper copy of an electronic original of an individual document from a journal included in the Licensed Work(s). No automated harvesting or mass inter-library loan is permitted. The Licensor may request reports in respect of the Licensee's use of the Licensed Work(s) in such inter-library loans, provided the confidentiality of user data shall be maintained. If the Licensee is located in the United States of America, the Licensee agrees to fulfill such requests in compliance with Section 108 of the United States Copyright Law and with guidelines developed by the National Commission on New Technological Uses of Copyrighted Works (CONTU Guidelines) from time to time, the text of which is available as part of the US Copyright Office Circular 21
- 2.5 On expiry of the Subscription Period, the Licensee shall be entitled to continue to exercise the non-exclusive rights granted herein (subject to the terms and conditions hereof) but only in respect of Material published for the first time during the Subscription Period. Nothing in this sub-clause requires the Licensor to continue to host the Material on its servers after the expiry of the Subscription Period or to make the Material available in any other form to the Licensee. The rights granted in this sub-clause will terminate immediately in respect of any Material which the Licensor ceases to have the right to publish
- 2.6 Text and Data Mining (TDM) is allowed only with prior written permission. Automated downloading, scraping, or use of bots for full-text extraction is expressly prohibited.

3. **RESPONSIBILITIES OF THE LICENSEE**

- 3.1 The Licensee will provide all identifying information relating to the Licensee and its Authorized Users as required at the end of this Agreement.
- 3.2 The Licensee will obtain at its cost all telecommunications and other equipment and software (including an Internet browser and portable document file reader) together with all relevant software licenses necessary to securely access the Licensed Work(s) online via the Licensee's Secure Network.
- 3.3 The Licensee will:
 - 3.3.1 be responsible for the confidentiality and all use of its Password(s);
 - 3.3.2 use all reasonable efforts to ensure that only Authorized Users are permitted access to the Licensed Work(s) by means of the Licensee's Secure Network;
 - 3.3.3 take all reasonable steps to ensure that all Authorized Users abide by terms of this Agreement;
 - 3.3.4 prohibit access via open proxy servers, shared logins, commercial VPN platforms, or non-institutional remote-access services;
 - 3.3.5 maintain access logs and promptly disable compromised credentials.
- 3.4 The Licensee will notify Licensor as soon as practical if it becomes aware of any of the following: (a) any loss or theft of the Licensee's Password(s); (b) any unauthorized use of any of the Licensee's Password(s); or (c) any breach by an authorized User of the terms of this agreement. Upon becoming aware of any breach of the terms of this agreement by an Authorized User, the Licensee further agrees promptly to initiate disciplinary procedures in accordance with the Licensee's standard practice.

4. **RESPONSIBILITIES OF LICENSOR**

- 4.1 Licensor shall use all reasonable efforts:
 - 4.1.1 to make the Licensed Work(s) available by means of the World Wide Web to the Licensee throughout the Subscription Period;
 - 4.1.2 to ensure that the Server has sufficient capacity and rate of connectivity to provide the Licensee with a quality of service consistent with current standards in the World Wide Web on-line information provision industry;
 - 4.1.3 to restore access to the Licensed Work(s) as soon as possible in the event of an interruption or suspension of the service.

5. **ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- 5.1 The Licensee acknowledges that all copyrights, patent rights, Licensor Trademarks, services marks, database rights, trade secrets and other intellectual property rights relating to the Licensed Work(s) (collectively the "Licensor Intellectual Property"), are the sole and exclusive property of Licensor and that this Agreement does not convey to the Licensee any right, title, or interest therein except for the right to use the Licensed Work(s) in accordance with the terms and conditions of this Agreement.
- 5.2 The Licensee shall notify Licensor promptly (i) of the facts and circumstances surrounding any unauthorized possession or use of the Licensed Work(s), or Licensor Intellectual Property, or any portion thereof; and (ii) on becoming aware of any claim by any third party that the Licensed Work(s) infringes an intellectual property or proprietary right of any third party.

6. **REPRESENTATIONS AND WARRANTIES**

- 6.1 LICENSOR REPRESENTS AND WARRANTS THAT IT HAS THE POWER TO ENTER INTO THIS AGREEMENT AND TO GRANT THE RIGHTS CONFERRED HEREIN TO THE LICENSEE AND THAT THE LICENSED WORK(S) DO NOT VIOLATE OR INFRINGE UPON ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT OR CONTRACT RIGHT OF ANY THIRD PARTY.
- 6.2 SAVE AS PROVIDED ABOVE, LICENSOR GIVES NO WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATION THAT(I) THE LICENSED WORK(S) WILL BE OF SATISFACTORY QUALITY, SUITABLE FOR ANY PARTICULAR PURPOSE OR FOR ANY PARTICULAR USE UNDER SPECIFIED CONDITIONS, NOTWITHSTANDING THAT SUCH PURPOSE, USE, OR CONDITIONS MAY BE KNOWN TO LICENSOR; OR (II) THAT THE LICENSED WORK(S) WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) THAT THE MATERIAL PUBLISHED IN THE LICENSED WORK(S) IS EITHER COMPLETE OR ACCURATE.
- 6.3 IN NO CIRCUMSTANCES WILL LICENSOR BE LIABLE TO THE LICENSEE OR ANY THIRD PARTY FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH LICENSOR DOES NOT HAVE DIRECT CONTROL, INCLUDING BUT NOT LIMITED TO FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OR OPERATOR ERRORS.
- 6.4 IN NO CIRCUMSTANCES WILL LICENSOR BE LIABLE TO THE LICENSEE OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OR LOSS OF PROFITS INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR CORRUPTION OF DATA, LOSS OF PROGRAMS, LOSS OF BUSINESS OR GOODWILL, OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE USE OF, OR INABILITY TO USE THE LICENSED WORK(S).
- 6.5 WITHOUT PREJUDICE TO THE INDEMNITY IN CLAUSE 7.1, THE LICENSEE AGREES THAT THE ENTIRE LIABILITY OF LICENSOR TO THE LICENSEE OR AUTHORIZED USERS ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, BY STATUTE OR OTHERWISE) IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE THE LICENSED WORK(S) SHALL BE THE REFUND OF ANY FEE PAID TO THE LICENSOR FOR ONLINE ACCESS TO THE LICENSED WORK(S).

7. **INDEMNIFICATION AND FORCE MAJEURE**

- 7.1 Notwithstanding the limitation of liability in clause 6.5, Licensor shall defend, indemnify, and hold the Licensee harmless against all claims, suits, proceedings, losses, liabilities, and damages (including costs, expenses, and reasonable attorneys' fees) asserted by third parties against the Licensee which arise out of any act or omission by Licensor that constitutes a breach of Licensor's warranties hereunder.
- 7.2 The Licensee shall defend, indemnify, and hold Licensor harmless against all claims, suits, proceedings, losses, liabilities, and damages (including costs, expenses, and reasonable attorneys' fees) arising from (i) any unauthorized use or dissemination of the Licensed Work(s) by the Licensee or Authorized Users and (ii) any violation of this Agreement or of any third-party's rights by the Licensee or Authorized Users, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights.
- 7.3 The obligations in clauses 7.1 and 7.2 will survive the termination of the Agreement.
- 7.4 The Licensee and Licensor shall not be responsible to one another for any failure to perform any obligation under this Agreement due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, cyberattacks, large-scale internet outages, and government-issued restrictions, or other cause that is outside the control of the party and could not be avoided by the exercise of due care. Notwithstanding the occurrence of any of the events set forth in this clause, the parties shall at all times use reasonable efforts to perform all obligations under this Agreement in a timely manner, taking account of the existing circumstances.

8. **TERMINATION**

- 8.1 Either party may terminate this Agreement forthwith by serving written notice on the other in the event that the other party commits a material breach of this Agreement and in the case of a breach capable of remedy fails to remedy the same within 30 days of a request so to do. Without limitation, a breach by the Licensee of the provisions of Clause 3.3 above would constitute a material breach of this Agreement.
- 8.2 Licensor reserves the right at any time on 30 days notice to the Licensee to terminate this Agreement in respect of any Licensed Work(s) due to ceasing publication of such Licensed Work(s).

9. **GENERAL**

- 9.1 This Agreement is personal to and binding on the parties and neither this Agreement nor any of the rights under it may be assigned or sublicensed.
- 9.2 All notices required to be given under this Agreement shall be given in writing in English and left at or sent by first class registered or recorded delivery to the appropriate address shown at the head of this License, or such other address as the party concerned shall from time to time designate by notice pursuant to this Clause. Such notices shall be deemed to be delivered (i) when left at the addressee’s address; or (ii) if posted 10 (ten) days after posting. All notices to Licensor shall be marked for the attention of the Editor. All notices to the Licensee shall be marked for the attention of the person whose contact details are given in the Online Registration Materials.
- 9.3 This Agreement constitutes the entire agreement of the parties about its subject matter, supersedes all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement in writing signed by both parties.
- 9.4 No provision in this Agreement is intended to be enforceable by a person who is not a party to this Agreement.
- 9.5 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party’s rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other further breach.
- 9.6 This Agreement is subject to the laws of The United States of America and The State of Indiana. If any part of this Agreement is in conflict with those laws, that part of the Agreement shall be null and void. All other parts shall remain in force.
- 9.7 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.

Online Registration Materials:

First Name		Operative Dentistry CID		
Surname		IP Addresses (up to 10)		
Position				
Facility Name				
Facility Type				
Contact Address				
Date		By typing the word “yes” you are acknowledging that you have read and agree to be bound by the terms of this Agreement		
		Subscription Term		to