

LICENCE AGREEMENT SPIE_DATABASE 2017

THIS AGREEMENT is made on 1st day of October, 2016

BETWEEN: **Society of Photo-Optical Instrumentation Engineers dba SPIE**, whose principal office is at 1000 20th St, Bellingham Washington 98225 United States of America ("Publisher").

AND **The Non-for-profit Partnership National Electronic-Information Consortium (NP NEICON)** a body incorporated under the law of Russian Federation and whose principal place of business is at 1/8, Armyanskiy lane, Moscow, Russia, 101000 ("Licensee").

RECITALS

WHEREAS the Publisher holds the rights granted under this Licence;

AND WHEREAS Licensee is a legal representative of its member Institutions including but not limited to Authorized Institutions

AND WHEREAS the parties are desirous of reaching agreement to make access to the SPIE Databases available to authorised users of authorised institutions.

IT IS AGREED AS FOLLOWS

1. DEFINITIONS

1.1 In this Agreement, the following terms shall have the following meanings:

"Acceptance of Sub-Licence Form" means the form as attached to the Sub-Licence Agreement.

"Authorised Institution" means an Institution that has completed the Acceptance of Sub-Licence Form attached to the Sub-Licence Agreement, for as long as such agreement remains in effect.

"Authorised Users" individuals who are authorised by an Authorised Institution to access the Authorised Institution's information services whether from a computer or terminal on the Authorised Institution's Secure Network, or off site via a modem link to a valid IP address on the Authorised Institution's Secure Network and who are affiliated to the Authorised Institution as a current student, faculty member or employee of the Authorised Institution or a contractor of the Authorised Institution; or an individual holding a valid library membership card and pin number issued by the Authorised Institution. Persons who are not a current student, faculty member or an employee of the Authorised Institution, but who are permitted to access the Secure Network from computer terminals or otherwise within the physical premises of the Authorised Institution. ["Walk-In Users"] are also deemed to be Authorised Users, only for the time they are within the physical premises of the Authorised Institution. Walk-In Users may not be given means to access the SPIE Databases when they are not within the physical premises of the Authorised Institution. For the avoidance of doubt, Walk-In Users may be given access to the SPIE Databases by any wireless Secure Network. Walk-In Users are not allowed off-site access to the Licensed Material.

"Commercial Use" means use of the SPIE Databases for the purpose of monetary reward (whether by or for the Licensee or an Authorised User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Material. For the avoidance of

	doubt, neither the recovery of direct cost by the Licensee from Authorised Users, nor use by the Licensee or Authorised Users of the Licensed Work in the course of research funded by a commercial organisation is deemed to constitute Commercial Use.
"Educational Purposes"	means for the purpose of education, teaching, non-commercial distance learning, private study and/or research.
"Fee"	means the fee set out in Schedule 1 hereto or in new Schedules to this Agreement which can be agreed by the parties from time to time. The fee shall be in line with any offer negotiated and agreed between the parties.
"Institution"	means an educational or research institution or any other institution located in Russia, for which the Licensee may provide support and/or services by law or under contract from time to time and provided the institution is not a corporation or for profit entity or operating with a view to a commercial gain as defined under "commercial use".
"SPIE Databases"	for purposes of this Agreement only "SPIE Databases" means the materials listed in Schedule 2 or in new Schedules to this Licence that may be agreed by the parties from time to time.
"Parts of the SPIE Databases"	means excerpts of or small, non-sequential portions of the SPIE Databases. For the avoidance of doubt "parts of License Materials" specifically excludes the entire output of a proceedings or journal volume, an issue, or a topical section, or sequential or cumulative search results, or collections of abstracts, articles, or tables of contents.
"Metadata"	means the textual information that describes the creation, content, or context of a part of the SPIE Databases (e.g. date of creation, subject matter, location of digital file, ownership). Metadata refers to the metadata supplied by the Publisher to the Licensee and Institution and/or the metadata created by the Licensee, Institution and/or Authorised Users.
"Modifications"	means alterations, additions to, deletion from, manipulations and/or modifications of parts of the Metadata supplied by the Publisher.
"Modify"	means to alter, add to, delete from, manipulate and/or modify parts of the Metadata.
"Library Premises"	means the physical premises of the library or libraries operated by an Authorised Institution.
"Secure Network"	means a network (whether a stand alone network or a virtual network within the Internet) which is only accessible to Authorised Users whose identities are authenticated by the Authorised Institution at the time of log-in and periodically thereafter consistent with current best practice and whose conduct is subject to regulation by the Authorised Institution. A cache server or other server or network which can be accessed by unauthorised users is not a Secure Network for these purposes.
"Sub-Licence Agreement"	means such sub-licence as may from time to time be granted by the Consortium to Institutions for accessing the SPIE Databases in the form as set out in Schedule 4.

1.2 Headings contained in this Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

1.3 Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

2. AGREEMENT

2.1 The Publisher agrees to provide access to and allow the use of the SPIE Databases under the terms as set out in Schedule 4 and the Licensee agrees to sub-license the use of the SPIE Databases to Institutions listed in Schedule 3 under the terms of this Agreement in consideration of the Fee to be paid to the Publisher in accordance with the provisions of Schedule 1.

3. GRANT OF LICENCE

3.1 The Publisher hereby grants to the Licensee a non-exclusive licence to access and use the SPIE Databases, in accordance with the terms of Sub-Licence Agreement as attached hereto in Schedule 4 and the right to grant to any Authorized Institution which has signed the Acceptance of Sub-Licence Form a sub-licence to access and use the SPIE Databases in accordance with the Sub-Licence Agreement as attached hereto in Schedule 4.

3.2 The Licensee agrees to only grant licences to access and use the SPIE Databases to Authorised Institutions in accordance with the Sub-Licence Agreement as attached hereto in Schedule 4.

3.3 The Sub-Licence Agreement as attached hereto in Schedule 4 will allow access and use of the SPIE Databases by Authorised Users throughout the term of such Agreement by means of a Secure Network and for Educational Purposes only.

4. RESPONSIBILITIES OF THE PUBLISHER

4.1 The Publisher shall:

4.1.1 provide access and allow use of the SPIE Databases in accordance with the provisions as laid down in the Sub-Licence Agreement as attached hereto in Schedule 4;

4.1.2 make the SPIE Databases available to the Authorised Institutions either from the Publisher's server or the server of a third party in the format and time schedule specified in Schedule 2;

4.1.3 provide for customer support services to Authorised Institutions and to their Authorised Users via e-mail or phone, including answering e-mail inquiries relating to the use, functionality and content of the SPIE Databases;

4.1.4 provide electronic product documentation free of charge. The Publisher allows copies of all documentation to be made provided it is either duplicated in full, or a proper ownership acknowledgement is included;

4.1.5 make available to the Licensee COUNTER-compliant usage statistics on at least a quarterly basis via a self-serve web interface that will be used available 24x7 by the Licensee.

4.1.6 to inform the Licensee from time to time of the dark archives that the Publisher uses for archiving the SPIE Databases in the event of a force majeure or if the Publisher ceases to exist.

4.1.7 use all reasonable efforts to meet the Open URL Standard (www.niso.org) to ensure that Authorised Users can discover the SPIE Databases;

4.1.8 use all reasonable efforts to meet the W3C standards (www.W3.org) to ensure that the SPIE Databases is accessible to all Authorised Users;

- 4.1.9 Provide link-resolver vendors and other library systems suppliers quarterly with full details of the SPIE Databases in accordance with the most current KBART standard and also the algorithm or syntax for constructing an article-level link from an article's metadata within the SPIE Databases.

5. RESPONSIBILITIES OF THE LICENSEE

- 5.1 The Licensee shall:

- 5.1.1 use all reasonable efforts to ensure that the Authorised Institutions comply with the terms of the Sub-Licence Agreement. The Licensee will immediately on becoming aware of any unauthorised use or other breach notify the Publisher and take all reasonable steps to ensure that such activity ceases and to prevent any recurrence;
- 5.1.2 promote and publicise the availability of the SPIE Databases to the Institutions;
- 5.1.3 require from those Institutions that wish to enter into a Sub-Licence Agreement to return to the Licensee or to a subscription agent appointed by the Licensee the Acceptance of Sub-Licence Form, duly completed and signed by the Institution;
- 5.1.4 promptly pass the details of such Institution to the Publisher and provide a copy of such signed agreement to the Publisher;
- 5.1.5 require the Authorised Institutions to provide lists of IP addresses to the Publisher and update those lists on a regular basis the frequency of which will be agreed by the parties from time to time.

6. USAGE DATA

- 6.1 The Publisher will provide usage data that conforms to the COUNTER Code of Practice. The Publisher and the Licensee shall be permitted or are permitted to enable a third party on its behalf to collect and distribute to Authorised Institutions and/or to the Licensee the data on the database usage by the Authorized Users. Such usage data shall be compiled in a manner consistent with the applicable privacy and data protection laws that may from time to time apply to the parties.

7. SECURITY

- 7.1 Access to the SPIE Databases by Authorised Institutions, the Licensee is only permitted by means of a Secure Network and will be controlled through the use of IP addresses and/or passwords or by such other means as may be agreed by the parties from time to time.

8. PAYMENT

- 8.1 The Publisher will invoice the Licensee for the Fee payable and due at the address set out below:
Off. 2.4, bld.5, 4 Letnikovskaya str., Moscow, Russia 115114
- 8.2 The terms of payment to the Publisher are set out in Schedule 1 hereto.

9. TERM AND TERMINATION

- 9.1 The term of this Agreement will commence on the date of signature and will remain in full force and effect until December 31, 2017 unless terminated as provided for in Clause 9.2. The Term of the Agreement could be extended for the next year period, by the signature of the relevant amendment by the parties. Such extension could be repeated by the parties.
- 9.2 Any party may terminate this Agreement at any time on the material or persistent breach by the other of any obligation on its part under this Agreement by serving a written notice on the other identifying the nature of the breach. The termination will become effective thirty days

after receipt of the written notice unless during the relevant period of thirty (30) days the defaulting party remedies the breach forthwith by written notice to the other party.

- 9.3 Upon termination of this Agreement by the Publisher due to a material or persistent breach by the Licensee, the Publisher shall cease to authorise all on-line access to the SPIE Databases by Authorised Institutions and Authorised Users. All rights under this Agreement and the Sub-Licence Agreement will be automatically terminated, except for such rights of action as will have accrued prior to such termination and any obligation which expressly or impliedly continue in force after such termination.

The foregoing notwithstanding, Publisher reserves the right to suspend access to any individual IP address or address range immediately upon detecting a breach of this Agreement by a person or persons at the IP addresses in question. Publisher will use reasonable efforts to notify the Licensee as soon as possible, usually within 2 hours of the event of any such suspension of service, by sending an e-mail to the address of the Primary Contact for Licensee included in this Agreement.

- 9.4 Upon termination of this Agreement by Licensee due to a material or persistent breach by the Publisher, the Publisher will reimburse the Licensee a pro rata proportion of the then remaining Fee for the unexpired period of this Agreement.

- 9.5 Upon termination of this Agreement, the Publisher will provide the Authorised Institutions with access to the full text of the SPIE Databases which was published and paid for during the term of this Agreement, or by supplying the electronic files in a medium and format mutually agreed between the parties to the Authorised Institutions without charge. The full text of the electronic files may not be resold at any time; this remains in effect in perpetuity. Continuing archival access is subject to the terms and conditions of use of this Licence.

- 9.6 Except in the case of abusive or programmatic downloading of the SPIE Databases upon expiry of this Agreement, Metadata, Modifications and copies of "Parts of the SPIE Databases" made by the Licensee, Authorised Institution or Authorised Users may be retained. Such copies may be used after termination of this Licence subject to the terms of the Sub-Licence of this Agreement, which terms shall survive any termination of this Agreement.

10. ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 10.1 Except as provided for in Clauses 10.2 and 10.3, the Licensee acknowledges that all copyrights, patent rights, trademarks, database rights, trade secrets and other intellectual property rights relating to the SPIE Databases, are the property of the Publisher or duly licensed to the Publisher and that this Agreement does not assign or transfer to the Licensee any right, title or interest therein except for the right to use the SPIE Databases in accordance with the terms and conditions of this Agreement.

- 10.2 For the avoidance of doubt, the Publisher hereby acknowledges that any database rights created by Authorised Users as a result of textmining/datamining of the SPIE Databases as referred to in Clause 3.1.8.9 of Sub-Licence of this Agreement shall be the property of such Authorised Users or the Authorised Institution or the Licensee.

- 10.3 For the avoidance of doubt, any intellectual property rights in the Metadata and Modifications generated by the Licensee, Authorised Institution or Authorised Users shall be the property of the Publisher, Licensee, Authorised Institution and/or such Authorised Users.

11. REPRESENTATION, WARRANTIES AND INDEMNIFICATION

- 11.1 The Publisher warrants to the Licensee that it is entitled to grant the licence in this Agreement and that the use of the SPIE Databases as contemplated in this Agreement and the Sub-Licence Agreement and further to the best of the Publisher's knowledge will not infringe any copyright or other proprietary or intellectual property rights of any natural or legal person. The Publisher agrees that the Licensee shall have no liability and the Publisher will indemnify, defend and hold the Licensee harmless against any and all direct damages,

liabilities, claims, causes of action, attorneys' fees and costs incurred by the Licensee or Authorised Institutions in defending against any third party claim of intellectual property rights infringements or threats of claims thereof with respect of the Licensee's and Authorised Institution's use of the SPIE Databases, provided that: (1) the use of the SPIE Databases has been in full compliance with the terms and conditions of this Agreement and the Sub-Licence Agreement; (2) the Licensee and/or Authorised Institution(s) provide the Publisher with prompt notice of any such claim or threat of claim; (3) the Licensee co-operates fully with the Publisher in the defence or settlement of such claim; and (4) the Publisher has sole and complete control over the defence or settlement of such claim.

- 11.2 The Publisher reserves the right to change the content, presentation, user facilities or availability of parts of the SPIE Databases and to make changes in any software used to make the SPIE Databases available at their sole discretion. The Publisher will notify the Authorised Institutions of any substantial change to the SPIE Databases.
- 11.3 While the Publisher has no reason to believe that there are any inaccuracies or defects in the information contained in the SPIE Databases, the Publisher makes no representation and gives no warranty express or implied with regard to the information contained in or any part of the SPIE Databases including (without limitation) the fitness of such information or part for any purposes whatsoever and the Publisher accepts no liability for loss suffered or incurred by the Authorised Institutions or Authorised Users as a result of their reliance on the SPIE Databases.
- 11.4 In no circumstances will the Publisher be liable to the Licensee for any loss resulting from a cause over which the Publisher does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorised access, theft, or operator errors.
- 11.5 The Licensee agrees to notify the Publisher immediately and provide full particulars in the event that it becomes aware of any actual or threatened claims by any third party in connection with any works contained in the SPIE Databases. It is expressly agreed that upon such notification, or if the Publisher becomes aware of such a claim from other sources, the Publisher may remove such work(s) from the SPIE Databases. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a material breach of this Agreement.
- 11.6 Nothing in this Agreement shall make the Licensee liable for breach of the terms of this Agreement by any Authorised Institution or Authorised User provided that the Licensee did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.
- 11.7 The Licensee shall cause for Authorised Institutions to undertake to the Publisher that the Institution's computer system through which SPIE Databases will be used is configured, and procedures are in place, to prohibit access to the SPIE Databases by any person other than an Authorised User, that it shall inform the Authorised Users about the conditions of use of the SPIE Databases, and that during the term of this Agreement, Authorised Institutions will continue to make best efforts to bar non-permitted access and to convey appropriate use information to its Authorised Users.

12. FORCE MAJEURE

- 12.1 Either party's failure to perform any term or condition of this Agreement as result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities) ["Force Majeure"] shall not be deemed to be, or to give rise to, a breach of this Agreement.
- 12.2 If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that

such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

13. ASSIGNMENT

- 13.1 Save as permitted for under this Agreement, neither this Agreement nor any of the rights under it may be assigned by either party without obtaining the prior written consent of the other party. All the terms of this Agreement will be binding upon any permitted successor to any party.

14. GOVERNING LAW AND DISPUTE RESOLUTION

- 14.1 This Agreement shall be governed by and construed in accordance with English law and the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the English courts.
- 14.2 Where the parties agree that a dispute arising out of or in connection with this Agreement would best be resolved by the decision of an expert, they will agree upon the nature of the expert required and together appoint a suitable expert by agreement. In default of agreement upon whom to appoint as a suitable expert, such expert shall upon request of either party be appointed by the President of the Law Society of England and Wales.
- 14.3 Any person to whom a reference is made under Clause 14.2 shall act as an expert and not as an arbitrator and his decision (which shall be given by him in writing and shall state the reasons for his decision) shall be final and binding on the parties except in the case of manifest error or fraud.
- 14.4 Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.
- 14.5 The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable in all circumstances or, if no determination is made by the expert, by the parties in equal proportions.

15. NOTICES

- 15.1 All notices required to be given under this Agreement shall be given in writing in English and sent by electronic mail, fax or first class registered or recorded delivery to the relevant addressee at its address set out below, or to such other address as may be notified by either party to the other from time to time under this Agreement, and all such notices shall be deemed to have been received (a) 24 hours after successful transmission in the case of electronic mail or fax; (b) fourteen (14) days after the date of posting in the case of first class registered or recorded delivery:

if to the Consortium: Alexander Kuznetsov,
Off. 2.4, bld.5, 4 Letnikovskaya str., Moscow, Russia 115114
Phone +7(499) 754-99-94
Email: kouz@neicon.ru

if to the Publisher: Marybeth Manning
1000 20th Street
Bellingham WA 98225 USA
Phone: +1 360 676 3290
Fax: +1 360 647 1445
Email: marybeth@spie.org

16. GENERAL

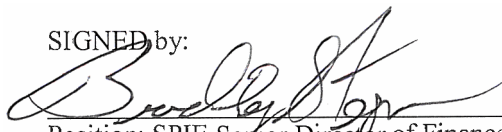
- 16.1 This Agreement and its Schedules constitute the entire agreement between the parties relating to the SPIE Databases and supersede all prior communications, understandings and

agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement of both parties in writing.

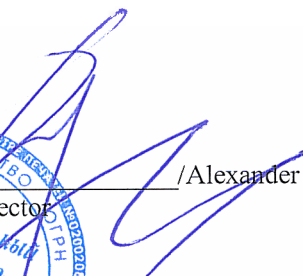
- 16.2 The Schedules shall have the same force and effect as if expressly set in the body of this Agreement and any reference to this Agreement shall include the Schedules.
- 16.3 No provision in this Agreement is intended to be enforceable by a person who is not a party to this Agreement.
- 16.4 The invalidity or unenforceability of any provision of this Agreement shall not affect the continuation in force of the remainder of this Agreement.
- 16.5 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 or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.


IN WITNESS the hands of the above parties on the date first above written:

SIGNED by:

 /Bradley S. Ferguson/
Position: SPIE Senior Director of Finance and Administration
for and on behalf of **Publisher**

SIGNED by:

 /Alexander Kuznetsov/
Executive director
(Stamp)
for and on behalf of **NP NEICON**



SCHEDULE 1: FEE

1. NP "NEICON" prices (exclusive of VAT) of a per Institution non-exclusive Licence to access and use the SPIE Databases for the period from January 1, 2017 till December 31, 2017 are indicated in US dollars:

	RUSSIAN LIBRARY CONSORTIUM SPIE DL 2017	SPIE EBOOKS 2017	Academic & Government FTE*
Cat 1			>20,000
Cat 2			15-20,000
Cat 3			10-15,000
Cat 4			5-10,000
Cat 5			<5,000

2. Bank details of Publisher: SPIE
Key Bank of Washington, Fairhaven Branch
1200 12th Street
Bellingham, WA 98225
Account No.: 0354-804-957
Bank Code: 125000574
SWIFT Code: KEYBUS33
3. Bank details of Consortium:
AKB "Avangard" Moscow Russia
Corr.account – 30101810000000000201
Bank code – 044525201
ACCOUNT – 40703810700000000096
Current currency account – 40703826600000000096

It is understood that the fees in Schedule 1 have been negotiated by NEICON on behalf of the Sub-Licensee and that the fees have been discounted by the PUBLISHER from the value of the list price. These negotiated rates apply only to the current contract and will cease to apply at termination at which time standard list price fees will apply.

4. Subscription is to be set as follows:
 - Licensee provides Publisher with a list of Authorized Institutions with the contact info and IP numbers;
 - Publisher opens access to the SPIE Databases for the Authorized Institutions;
 - Licensee and Publisher sign Acceptance Report with the list of Authorized Institutions and the Fee calculated according to the pricing table found in item 1 of Schedule 1 FEE;
 - Licensee pays to the Publisher the Fee of the access to the SPIE Databases during the term of the Agreement;
5. From time to time additional Authorized Institutions can be added during the term of the Agreement. Price for any additional Authorized Institution non-exclusive license to access and use the SPIE Databases till the end of the term of the Agreement will be according to the pricing table found in item 1 of Schedule 1 FEE.

Access to additional Authorized Institutions is to be set as follows:

- Licensee provides Publisher with a list of additional Authorized Institutions with the contact info and the IP numbers;
- Licensee and Publisher sign Acceptance Report with the list of additional Authorized Institutions and the Fee calculated on the basis of the pricing table found in item 1 of Schedule 1 FEE.
- Licensee pays to the Publisher Fee of the access of additional Authorized Institutions to the

SPIE Databases till the end of the term of the Agreement

- Publisher opens access to the SPIE Databases for the additional Authorized Institutions;

SCHEDULE 2: SPIE DATABASES

SPIE Digital Library

Publisher will make the SPIE Databases available via Publisher's internet platform Silverchair SCM6.

Proceedings of SPIE: Starting at Volume 0001 (1963)
Optical Engineering: Starting at Volume 1 (1962)
Journal of Electronic Imaging (JEDI): Starting at Volume 1 (1992)
Journal of Biomedical Optics (JBO): Starting at Volume 1 (1996)
Journal of Micro/Nanolithography, MEMS, and MOEMS (JM3): Starting at Volume 1 (2002)
Journal of Applied Remote Sensing (JARS): Starting at Volume 1 (2007)
Journal of Nanophotonics (JNP): Starting at Volume 1 (2007)
Journal of Photonics for Energy (JPE): Starting at Volume 1 (2011)
Journal of Medical Imaging (JMI): Starting at Volume 1 (2014) *Apr*
Neurophotonics (NPh): Starting at Volume 1 (2014) *Jul*
SPIE Reviews: Starting with 2010

The subscription period grants access to all years of all publications included in the SPIE Digital Library, which starts at 1962.

SPIE eBooks are not included in the SPIE Databases under this Agreement. eBooks may be subscribed to or purchased as an "add-on" to the Client's subscription. Pricing available upon request.

SCHEDULE 3: AUTHORIZED INSTITUTIONS

-For the period till December 31,2017 all and any NEICON members, as provided in Section1, Definitions, “Institutions,” are authorized to enter the sub-license agreement.

SCHEDULE 4. SUB-LICENCE AGREEMENT

PUBLISHER ONLINE SUB-LICENCE AGREEMENT

NATIONAL ELECTRONIC-INFORMATION CONSORTIUM (NEICON), a body incorporated under the laws of Russia and whose principal place of business is at 1/8, Armyanskiy Lane, Moscow, Russia, 101000.

OFFERS to you, the Institution, the permission to access and use the SPIE Databases on the terms and conditions as set out in this Agreement. Upon completing and returning the enclosed Acceptance of Sub-Licence Form, your institution will become a non-exclusive Sub-Licensee of NEICON.

Acceptance shall be by delivery of a completed copy of the Acceptance of Sub-Licence Form attached hereto to NEICON. Acceptance shall be acceptance of all terms of this Sub-Licence. In the event that no or partial compliance is made as to the manner or form described for acceptance, no sub-licence will be granted and this offer is deemed withdrawn.

RECITALS

WHEREAS Publisher Online and all Intellectual Property Rights therein are owned by or licensed to Publisher ("PUBLISHER");

AND WHEREAS by a License SPIE_DATABASE 2017 between Publisher and NEICON dated October 1, 2016 NEICON is permitted to sub-license the access and use of the SPIE Databases to the Sub-Licensee in accordance with the terms of this Agreement.

NEICON AND THE INSTITUTION AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 In this Sub-Licence, the following expressions shall have the following meanings:

"Acceptance of Sub-Licence Form" means the form as attached to this Licence.

"Authorised Users" means an individual who is authorised by the Institution to have access to its information services (whether on-site or off-site) via Secure Authentication and who is:

- a current student of the Institution (including undergraduates and postgraduates) or an alumni of the Institution;
- a member of staff of the Institution (whether permanent or temporary including retired members of staff and any teacher who teaches Authorised Users registered in the country where the Institution is located);
- a contractor of the Institution; or
- a Walk-In User.

Walk-In Users are persons who are allowed by the Institution to access its information services from computer terminals or otherwise within the physical premises of the Institution. For the avoidance of doubt, Walk-In Users may be given access to the SPIE Databases by any wireless Secure Network. Walk-In Users are not allowed off-site access to the SPIE Databases.

"Commercial Use" means use of the SPIE Databases for the purpose of monetary reward (whether by or for the Institution or an Authorised User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the SPIE Databases. For the avoidance of doubt, neither the recovery of direct cost by the Institution from Authorised Users, nor use by the Institution or Authorised Users

of the SPIE Databases in the course of research funded by a commercial organisation is deemed to constitute Commercial Use.

"Educational Purposes"	means use for the purpose of education, teaching, distance learning, private study and/or research.
"Fee"	means the fee for the Sub-Licence for access and use of the SPIE Databases as set force in Schedule 1.
"Institution"	An institution or organization that signs the Acceptance of Sub-Licence Form and that is in membership of the Licensee and that is listed in Schedule 3 of a License SPIE_DATABASE 2017 between Publisher and NEICON dated October 1, 2016.
"SPIE Databases"	means the product(s)/material/ebooks which is further described in Schedule 2 and any associated Metadata supplied by the Publisher.
"Parts of the SPIE Databases"	means excerpts of or small, non-sequential portions of the SPIE Databases. For the avoidance of doubt "parts of License Materials" specifically excludes the entire output of a proceedings or journal volume, an issue, or a topical section, or sequential or cumulative search results, or collections of abstracts, articles, or tables of contents.
"Metadata"	means the textual information that describes the creation, content, or context of a part of the SPIE Databases (e.g. date of creation, subject matter, location of digital file, ownership). Metadata refers to the metadata supplied by the Publisher to the Licensee and Institution and/or the metadata created by the Institution and/or Authorised Users.
"Modifications"	means alterations, additions to, deletion from, manipulations and/or modifications of parts of the Metadata supplied by the Publisher.
"Modify"	means to alter, add to, delete from, manipulate and/or modify parts of the Metadata.
"Secure Authentication"	means access to the SPIE Databases by Internet Protocol ("IP") ranges, by a username and password provided by the Institution or by another means of authentication agreed between the Publisher and the Licensee.
"Secure Network"	means a network which is only accessible to Authorised Users by Secure Authentication.

2. LICENCE GRANT

- 2.1 In consideration for the Fee, NEICON hereby grants to the Institution upon payment of the Fee a non-exclusive non-transferable licence to access and use the SPIE Databases and to allow Authorised Users to access and use the SPIE Databases on the terms and conditions as set out in this Sub-Licence via Secure Authentication and for Educational Purposes only.

3. PERMITTED USES

- 3.1 This Sub-Licence permits the Institution for Educational Purposes only to:
- 3.1.1 provide Authorised Users with integrated access and an integrated article author, article title and keyword index to the SPIE Databases;

- 3.1.2 provide single printed or electronic copies of single articles at the request of individual Authorised Users; for the avoidance of doubt, this sub-clause shall include the distribution of a copy for teaching purposes to each individual student Authorised User in a class at the Authorised Institution;
- 3.1.3 supply to an authorised user of a non-commercial library located in the same country as the Institution (whether by post, fax or secure electronic transmission provided the electronic file is deleted immediately after printing) a single paper copy of an electronic original of an individual document;
- 3.1.4 provide single printed or electronic copies of single articles at the request of individual Authorised Users;
- 3.1.5 display, download and print parts of the SPIE Databases for the purpose of promoting or testing the SPIE Databases or for training Authorised Users;
- 3.1.6 make and distribute copies of training material as may be required for the purpose of using the SPIE Databases in accordance with this Licence;
- 3.1.7 mount and use Metadata in bespoke and commercially available library systems to manage library operations;
- 3.1.8 allow Authorised Users for non-Commercial Purposes only to:
 - 3.1.8.1 access the SPIE Databases by Secure Authentication in order to search, retrieve, display and view the SPIE Databases;
 - 3.1.8.2 electronically save "Parts of the SPIE Databases" and Modifications;
 - 3.1.8.3 print out single copies of parts of the SPIE Databases and Modifications;
 - 3.1.8.4 translate excerpts of single copies of parts of the SPIE Databases and Modifications;
 - 3.1.8.5 incorporate "Parts of the SPIE Databases" and Modifications in printed and electronic course packs to be used in the course of instruction and/or in virtual learning environments hosted on a Secure Network. Authorised Users must specify the title and copyright owner of the SPIE Databases used in the course packs. Course packs in other formats, such as Braille, may also be offered to Authorised Users;
 - 3.1.8.6 incorporate "Parts of the SPIE Databases" and Modifications in printed or electronic form in assignments and portfolios, theses and in dissertations ("the Academic Works"), and to make reproductions of the Academic Works for personal use and library deposit. Reproductions of the Academic Works can be provided to sponsors of those Academic Works. Authorised Users must specify the title and copyright owner of the SPIE Databases used in the Academic Works;
 - 3.1.8.7 publically display or publicly perform "Parts of the SPIE Databases" as part of a presentation at a seminar, conference, or workshop, or other similar event;
 - 3.1.8.8 save and/or deposit in perpetuity parts of the SPIE Databases and Modifications used for purpose of course packs and Online Learning Materials (JORUMS) in electronic repositories and operated by the Licensee and Institution and/or by an Authorised User on a Secure Network. Access to and use of such repositories shall be limited to Authorised Users; and
 - 3.1.8.9 use the SPIE Databases and Modifications to perform and engage in text mining/ data mining activities for academic research and other Non-Commercial Purposes and allow Authorised Users to mount, load and integrate the results on a Secure Network and use the results in accordance with this Licence.

4. RESTRICTIONS

4.1 Except where this Sub-Licence states otherwise, the Institution and Authorised Users may not:

- 4.1.1 use all or any part of the SPIE Databases, Metadata and/or Modifications for any Commercial Use or for any purpose other than Educational Purposes unless the Publisher has given the Institution or an Authorised User permission in writing to do so;
- 4.1.2 remove, obscure or alter copyright notices, acknowledgments or other means of identification or disclaimers other than Metadata;
- 4.1.3 alter, or adapt the SPIE Databases (save for Metadata), except to the extent necessary to make it perceptible on a computer screen, or as otherwise permitted in this Licence. For the avoidance of doubt, no alteration of the words or their order is allowed;
- 4.1.4 display or distribute any Part of the SPIE Databases (save for Metadata and Modifications) on any electronic network, including the internet other than by a Secure Network operated by the Institution or the Licensee and provided solely to Authorized users;
- 4.1.5 make printed or electronic copies of multiple extracts of the SPIE Databases for any purpose, beyond those authorised by this Licence; and
- 4.1.6 systematically or programmatically distribute the whole or "Parts of the SPIE Databases" to anyone, any repository, or any storage devise other than Authorised Users. For avoidance of doubt "systematically or programmatically " means downloading, printing, transmitting, or copying activity of which the intent or the effect is to capture, reproduce, or transfer the entire output of a proceedings or journal volume, a issue, or topical section, or sequential or cumulative search results, or collections of abstracts, articles, or tables of contents. Other such systematic or programmatic use of the SPIE Databases that interferes with the access of Authorized Users or that may affect the performance of the platform providing access to the Licenced Materials, for example, the use of "robots" to index content, is prohibited.

4.2 No public library may:

Permit or enable access to the SPIE Databases by users from any location outside of the library's Physical Premises.

4.3 This Clause shall survive termination of this Sub-Licence for any reason.

5. RESPONSIBILITIES OF THE PUBLISHER

5.1 The Publisher shall:

- 5.1.1 provide access and allow use of the SPIE Databases in accordance with the provisions as laid down in this Licence;
- 5.1.2 make the SPIE Databases available to the Institution and its Authorised Users either from the Publisher's server or the server of a third party;
- 5.1.3 provide for customer support services to the Institution and to Authorised Users via e-mail or phone, including answering e-mail inquiries relating to the use, functionality and content of the SPIE Databases;
- 5.1.4 provide electronic product documentation free of charge. The Publisher allows copies of all documentation to be made provided it is either duplicated in full, or a proper ownership acknowledgement is included;
- 5.1.5 provide the Institution with fully COUNTER-compliant usage statistics;
- 5.1.6 use all reasonable efforts to meet the Open URL Standard (www.niso.org) to ensure that Authorised Users can discover the SPIE Databases;

- 5.1.7 use all reasonable efforts to meet the W3C standards (www.W3.org) to ensure that the SPIE Databases is accessible to all Authorised Users;
- 5.2 The Publisher reserves the right at any time to withdraw from the SPIE Databases any item or part of an item:
- i) for which the Publisher no longer retains the right to publish; or
 - ii) for which the Publisher has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable.

6. RESPONSIBILITIES OF THE INSTITUTION

- 6.1 The Institution shall:
- 6.1.1 use all reasonable efforts to ensure that Institutions are made aware of the terms of this Sub-Licence;
 - 6.1.2 use all reasonable efforts to ensure that the Institutions comply with the terms of this Agreement. The Institution will immediately on becoming aware of any unauthorised use or other breach notify NEICON and take all reasonable steps to ensure that such activity ceases and to prevent any recurrence;
 - 6.1.3 provide NEICON with lists of valid IP addresses and update those lists on a regular basis the frequency of which will be agreed by the parties from time to time; and
 - 6.1.4 undertake to the Publisher and NEICON that the Institution's computer system through which SPIE Databases will be used is configured, and procedures are in place, to prohibit access to the SPIE Databases by any person other than an Authorised User, and that during the term of this Sub-Licence, the Institution will continue to make best efforts to bar non-permitted access and to convey appropriate use information to its Authorised Users.

7. FEE

- 7.1 The Institution will pay NEICON the Fee as set out in Schedule 1 and NEICON will invoice the Institution for the Fee payable and due at the address as set out in the Acceptance of Sub-Licence Form. It is understood that the fees in Schedule 1 have been negotiated by NEICON on behalf of the Sub-Licensee and that the fees have been discounted by the PUBLISHER from the value of the list price. These negotiated rates apply only to the current contract and will cease to apply at termination at which time standard list price fees will apply.

8. TERM AND TERMINATION

- 8.1 The term of this Sub-Licence will commence upon the date of signature and will remain in full force and effect until the date as set out in the Acceptance of Sub-Licence Form, unless terminated earlier as provided for in this Clause 8.
- 8.2 Any party may terminate this Sub-Licence at any time on the material or persistent breach by the other of any obligation on its part under this Sub-Licence by serving a written notice on the other identifying the nature of the breach. The termination will become effective thirty days after receipt of the written notice unless during the relevant period of thirty (30) days the defaulting party remedies the breach forthwith by written notice to the other party.
- 8.3 Upon termination of this Sub-Licence by NEICON due to a material or persistent breach by the Institution, NEICON shall cease to authorise all on-line access to the SPIE Databases. All rights under this Sub-Licence will be automatically terminated, except for such rights of action as will have accrued prior to such termination and any obligation which expressly or impliedly continue in force after such termination.
- 8.4 Upon termination of this Agreement, NP NEICON will use all reasonable efforts to procure that Publisher provides the Sub-Licensee and its Authorised Users with access to the full text of the SPIE Databases via a DVD of content which was published for the first time and paid

for during the term of this Agreement. The Sub-Licensee and Authorised Users shall be entitled to exercise the non-exclusive rights granted herein in relation to such SPIE Databases. The rights granted in this clause will terminate immediately in respect of any SPIE Databases which the Publisher ceases to have the right to publish.

The foregoing notwithstanding, Publisher reserves the right to suspend access to any individual IP address or address range immediately upon detecting a breach of this Agreement by a person or persons at the IP addresses in question. Publisher will use reasonable efforts to notify the Licensee and the Institution as soon as possible, usually within 2 hours of the event of any such suspension of service, by sending an e-mail to the address of the Primary Contact for Licensee included in this Agreement.

- 8.5 Upon termination of this Licence, Metadata, Modifications and copies of "Parts of the SPIE Databases" made by the Institution or Authorised Users may be retained. Such copies may be used after termination of this Sub-Licence subject to the terms of Clauses 3 and 4 of this Licence, which terms shall survive any termination of this Licence.

9. ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 9.1 Except as provided for in Clauses 9.1 and 9.2, the Institution acknowledges that all copyrights, patent rights, trade marks, database rights, trade secrets and other intellectual property rights relating to the SPIE Databases are the sole and exclusive property of Publisher or are duly licensed to the Publisher and that this Sub-Licence does not assign or transfer to the Institution any right, title or interest therein except for the right to use the SPIE Databases in accordance with the terms and conditions of this Sub-Licence.
- 9.2 For the avoidance of doubt, the Publisher hereby acknowledges that any database rights created by Authorised Users as a result of textmining/datamining of the SPIE Databases as referred to in Clause 3.1.8.9 shall be the property of such Authorised Users or the Institution.
- 9.3 For the avoidance of doubt, any intellectual property rights in the Metadata and Modifications generated by the Institution or Authorised Users shall be the property of the Institution and/or such Authorised Users.

10. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

- 10.1 The Publisher warrants to NEICON that it is entitled to grant the licence in this Sub-Licence and that the use of the SPIE Databases as contemplated in this Sub-Licence and to the best of the Publisher's knowledge will not infringe any copyright or other proprietary or intellectual property rights of any natural or legal person. The Publisher agrees that NEICON and the Institution shall have no liability and the Publisher will indemnify, defend and hold NEICON and the Institution harmless against any and all direct damages, liabilities, claims, causes of action, legal fees and costs incurred by the Institution in defending against any third party claim of intellectual property rights infringements or threats of claims thereof with respect of the Institution's and Authorised Users use of the SPIE Databases, provided that: (1) the use of the SPIE Databases has been in full compliance with the terms and conditions of this Licence; (2) the Licensee provides the Publisher with prompt notice of any such claim or threat of claim; (3) the Licensee co-operates fully with the Publisher in the defence or settlement of such claim; and (4) the Publisher has sole and complete control over the defence or settlement of such claim.
- 10.2 The Publisher reserves the right to change the content, presentation, user facilities or availability of parts of the SPIE Databases and to make changes in any software used to make the SPIE Databases available at their sole discretion. The Publisher will notify NEICON of any substantial change to the SPIE Databases.
- 10.3 While the Publisher has no reason to believe that there are any inaccuracies or defects in the information contained in the SPIE Databases, the Publisher makes no representation and gives no warranty express or implied with regard to the information contained in or any part of the

SPIE Databases including (without limitation) the fitness of such information or part for any purposes whatsoever and the Publisher accepts no liability for loss suffered or incurred by NEICON, the Institution or Authorised Users as a result of their reliance on the SPIE Databases.

- 10.4 In no circumstances will the Publisher be liable to the Licensee for any loss resulting from a cause over which the Publisher does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorised access, theft, or operator errors.
- 10.5 The Institution agrees to notify NEICON immediately and provide full particulars in the event that it becomes aware of any actual or threatened claims by any third party in connection with any works contained in the SPIE Databases. It is expressly agreed that upon such notification, or if the Publisher becomes aware of such a claim from other sources, the Publisher may remove such work(s) from the SPIE Databases. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a material breach of this Licence.
- 10.6 Nothing in this Sub-Licence shall make NEICON liable for breach of the terms of this Sub-Licence by any Authorised User provided that NEICON and the Institution did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.
- 10.7 The Institution represents to NEICON and the Publisher that its computer system through which the SPIE Databases will be used is configured, and procedures are in place, to prohibit access to the SPIE Databases by any person other than an Authorised User; that it shall inform Institutions about the conditions of use of the SPIE Databases; and that during the term of this Sub-Licence, the Institution will continue to make all reasonable efforts to bar non-permitted access and to convey appropriate use information to its Authorised Users.

11. FORCE MAJEURE

- 11.1 Either party's failure to perform any term or condition of this Sub-Licence as a result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities) ["Force Majeure"] shall not be deemed to be, or to give rise to, a breach of this Licence.
- 11.2 If either party to this Sub-Licence is prevented or delayed in the performance of any of its obligations under this Sub-Licence by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

12. ASSIGNMENT

- 12.1 Except as permitted for under this Licence, neither this Sub-Licence nor any of the rights under it may be assigned by either party without obtaining the prior written consent of the other party, such consent shall not unreasonably be withheld or delayed. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Sub-Licence and agrees to be bound to all the terms of this Licence.

13. GOVERNING LAW AND DISPUTE RESOLUTION

- 13.1 This Sub-Licence shall be governed by and construed in accordance with English law and the parties irrevocably agree that any dispute arising out of or in connection with this Sub-Licence will be subject to and within the jurisdiction of the English courts.

- 13.2 The parties agree to use best efforts to resolve disputes in an informal manner, by decision of the Managing Director of the Publisher, Executive Director of NEICON and current Director of the Institution. Where the parties agree that a dispute arising out or in connection with this Sub-Licence would best be resolved by the decision of an expert, they will agree upon the nature of the expert required and together appoint a suitable expert by agreement.
- 13.3 Any person to whom a reference is made under Clause 13.2 shall act as expert and not as an arbitrator and his decision (which shall be given by him in writing and shall state the reasons for his decision) shall be final and binding on the parties except in the case of manifest error or fraud.
- 13.4 Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.
- 13.5 The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable in all circumstances or, if no determination is made by the expert, by the parties in equal proportions.

14. NOTICES

- 14.1 All notices required to be given under this Sub-Licence shall be given in writing in Russian and English and sent by electronic mail, fax or first class registered or recorded delivery to the relevant addressee at its address set out below, or to such other address as may be notified by either party to the other from time to time under this Licence, and notices shall be deemed to have been received (a) 24 hours after successful transmission in the case of electronic mail or fax; (b) fourteen (14) days after the date of posting in the case of first class registered or recorded delivery:

if to the Publisher: Marybeth Manning
1000 20th Street
Bellingham WA 98225 USA
Phone: +1 360 676 3290
Fax: +1 360 647 1445
Email: marybeth@spie.org

if to NP NEICON: Alexander Kuznetsov,
Off. 2.4, bld.5, 4 Letnikovskaya str.,
Moscow, Russia 115114
Phone +7(499) 754-99-94
kouz@neicon.ru

if to the Sub-Licensee [As stated in the Acceptance of Sub-Licence Form]

15. GENERAL

- 15.1 This Licence, its Schedules and Annexes constitute the entire agreement between the parties relating to the SPIE Databases and supersede 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 of both parties in writing.
- 15.2 The Schedules and Annexes shall have the same force and effect as if expressly set in the body of this Sub-Licence and any reference to this Sub-Licence shall include the Schedules.
- 15.3 No provision in this Sub-Licence is intended to be enforceable by a person who is not a party to this Licence.
- 15.4 The invalidity or unenforceability of any provision of this Sub-Licence shall not affect the continuation in force of the remainder of this Licence.

- 15.5 The rights of the parties arising under this Sub-Licence shall not be waived except in writing. Any waiver of any of a party's rights under this Sub-Licence or of any breach of this Sub-Licence by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Sub-Licence shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.
- 15.6 The parties hereto agree that the specific contents of this Agreement, including, but not limited to, prices, quantities and specific license provisions, are confidential and may not be disclosed to third parties without the prior written consent of the other party.

SCHEDULE 1 - FEE

SCHEDULE 2 – SPIE DATABASES
(The SPIE Digital Library)

Publisher will make the SPIE Databases available via Publisher's internet platform Silverchair SCM6.

Proceedings of SPIE: Starting at Volume 0001 (1963)
Optical Engineering: Starting at Volume 1 (1962)
Journal of Electronic Imaging (JEDI): Starting at Volume 1 (1992)
Journal of Biomedical Optics (JBO): Starting at Volume 1 (1996)
Journal of Micro/Nanolithography, MEMS, and MOEMS (JM3): Starting at Volume 1 (2002)
Journal of Applied Remote Sensing (JARS): Starting at Volume 1 (2007)
Journal of Nanophotonics (JNP): Starting at Volume 1 (2007)
Journal of Photonics for Energy (JPE): Starting at Volume 1 (2011)
Journal of Medical Imaging (JMI): Starting at Volume 1 (2014) *Apr*
Neurophotonics (NPh): Starting at Volume 1 (2014) *Jul*
SPIE Reviews: Starting with 2010

The subscription period grants access to all years of all publications included in the SPIE Digital Library, which starts at 1962.

SPIE eBooks are not included in the SPIE Databases under this Agreement. eBooks may be subscribed to or purchased as an "add-on" to the Client's subscription. Pricing available upon request.

ACCEPTANCE OF SUB-LICENCE FORM

The Sub-Licensee hereby accepts and agrees to the terms and conditions of this Sub-Licence and its Schedules, including the Fee as specified in Schedule 1.

Name of Sub-Licensee (name of institution):

.....
.....

Full postal address of Sub-Licensee:

.....
.....
.....

IP addresses:

No.	Library Premise(s)	Contact person	Address	IP addresses/passwords
1.				
2.				
3.				
4.				
5.				

Telephone:

Fax:.....

E-mail:.....

Signature:.....

Signed by:

Position:.....

Date:.....

Contact persons for PUBLISHER support and communications regarding the administration of the Agreement

Primary contact for Sub-Licensee:.....

Dept:

Phone No: +1 360 588 6919 Fax No: +1 360 647 1445

E-mail Address: melodier@spie.org

Deputy contact for Sub-Licensee:.....

Dept:...

Phone No: Fax No:.....

E-mail Address:

Note: any changes to these contact details must be notified to NEICON in writing.

Please sign two copies of this form and post one original copy to: NEICON

Off. 2.4, bld.5, 4 Letnikovskaya str., Moscow, Russia 115114

and retain **one** original copy for institutional records.

Amendment #1

to LICENCE AGREEMENT SPIE_DATABASE 2017
dated October 01, 2016

«01» September 2017

Between:

The Non-for-profit Partnership National Electronic-Information Consortium (NP NEICON) a body incorporated under the law of Russian Federation and whose principle place of business is at 1/8, Armyanskiy lane, Moscow, Russia, 101000 hereinafter referred to as the "Licensee" on the one side,

And

Society of Photo-Optical Instrumentation Engineers dba SPIE, whose principal office is at 1000 20th St, Bellingham Washington 98225 United States of America ("Publisher"), on the other side,

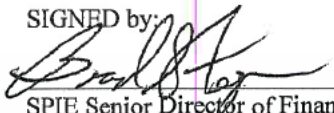
have concluded the present Supplement agreement #1 for the following:

1. Clause 9.1 "TERM AND TERMINATION" shall be amended to include an additional 12-month period beginning on January 1st, 2018 and terminating on December 31st, 2018.
2. Schedule 1 of the Agreement shall be revised according to the Schedule 1, attached hereto.
3. Schedule 2 of the Agreement shall be revised according to the Schedule 2, attached hereto.

All other provisions of the original Licence Agreement remain in effect as written.

IN WITNESS WHEREOF, each party has executed this Supplement agreement by its duly authorized officer on the date indicated below

SIGNED by:

 /Bradley S. Ferguson/
SPIE Senior Director of Finance and Administration
for and on behalf of **Publisher**

SIGNED by:

 /Alexander Kuznetsov/
Executive director
(Stamp)
for and on behalf of **Licensee**



SCHEDULE 1: FEE

- NP "NEICON" prices (exclusive of VAT) of a per Institution non-exclusive Licence to access and use the SPIE Databases for the period from January 1, 2018 till December 31, 2018 are indicated in US dollars:

		Orders Received Prior to 31 December 2017		Orders Received After 1 January 2018	
	Academic & Government FTE*	RUSSIAN LIBRARY CONSORTIUM SPIE DL 2017	SPIE EBOOKS 2017	RUSSIAN LIBRARY CONSORTIUM SPIE DL 2018	SPIE EBOOKS 2018
Cat 1	>20,000				
Cat 2	15-20,000				
Cat 3	10-15,000				
Cat 4	5-10,000				
Cat 5	<5,000				

- Bank details of Publisher: SPIE
Key Bank of Washington, Fairhaven Branch
1200 12th Street
Bellingham, WA 98225
Account No.: 0354-804-957
Bank Code: 125000574
SWIFT Code: KEYBUS33
- Bank details of Consortium:
AKB "Avangard" Moscow Russia
Bank code – 044525201
ACCOUNT – 40703810700000000096
Current currency account – 40703840300001000096

It is understood that the fees in Schedule 1 have been negotiated by NEICON on behalf of the Sub-Licensee and that the fees have been discounted by the PUBLISHER from the value of the list price. These negotiated rates apply only to the current contract and will cease to apply at termination at which time standard list price fees will apply.

SCHEDULE 2. SPIE DATABASES

SPIE Digital Library

Publisher will make the SPIE Databases available via Publisher's internet platform SPIE Digital Library.

Proceedings of SPIE: Starting at Volume 0001 (1963)
Journal of Applied Remote Sensing (JARS): Starting at Volume 1 (2007)
Journal of Astronomical Telescopes, Instruments, and Systems (JATIS): Starting at Vol 1 (2015)
Journal of Biomedical Optics (JBO): Starting at Volume 1 (1996)
Journal of Electronic Imaging (JEI): Starting at Volume 1 (1992)
Journal of Medical Imaging (JMI): Starting at Volume 1 (2014) *Apr*
Journal of Micro/Nanolithography, MEMS, and MOEMS (JM3): Starting at Volume 1 (2002)
Journal of Nanophotonics (JNP): Starting at Volume 1 (2007)
Journal of Photonics for Energy (JPE): Starting at Volume 1 (2011)
Neurophotonics (NPh): Starting at Volume 1 (2014) *Jul*
Optical Engineering: Starting at Volume 1 (1962)
SPIE Reviews: Starting with 2010

The subscription period grants access to all years of all publications included in the SPIE Digital Library, which starts at 1962.

SPIE eBooks are not included in the SPIE Databases under this Agreement. eBooks may be subscribed to or purchased as an "add-on" to the Client's subscription. Pricing available upon request.