
BASIC ORDERING AGREEMENT BETWEEN

AIP Publishing, LLC (AIP)

AND

UChicago Argonne, LLC

BASIC ORDERING AGREEMENT NO. 6I-30482

This Basic Ordering Agreement (BOA) between AIP Publishing, LLC (AIP) (Vendor, hereinafter "Seller") and UChicago Argonne is entered into to provide products and services to DOE Contractors and authorized subcontractors in accordance with the following:

1. This Agreement includes products listed as well as the pricing in Attachment A.
2. This BOA is for the Department of Energy Contractors having a prime contract with the DOE. A current list is available at <https://fcpt.llnl.gov/>.
3. This Agreement may also be used by other DOE Prime Contractors (collectively herein after called "Contractor").
4. General Terms and Conditions are included in Attachment B, and made part herein.
5. AIP Publishing, LLC (AIP) Multisite License Agreement is attached as Attachment C and made a part herein.
6. Authorized Users IP Addresses is attached as Attachment D.

The parties agree that Contractors, may place orders under this BOA and receive the appropriate, discounted price. Each DOE Contractor shall place its own Orders under this Agreement and shall be direct-billed accordingly.

ARTICLE 1 - SCOPE OF WORK

All Orders placed hereunder shall reference the number of this BOA No. 6I-30482 The term of this BOA is five years from the effective date of this BOA. Effective term of Agreement January 1, 2016, through December 31, 2020.

The Seller agrees to furnish such quantities of products or services described herein as Contractor(s) may order during the term of this Agreement. The Seller's obligation to each Contractor(s) shall become effective upon acceptance of particular orders issued under the Agreement.

ARTICLE 2 - DELIVERY/PAYMENT

The work specified in Article 1 shall be completed and delivered as follows:

- F.O.B. Point (point of delivery): Destination
- Payment Terms: Prompt payment discount or Net 30 days from receipt of a proper invoice
- Delivery location and schedule shall be negotiated for each order under this BOA.

ARTICLE 3 - FIXED PRICES

The Contractor shall be entitled to purchase goods and services listed in Attachment A at the fixed prices identified herein. The prices identified in Attachment A are firm for the first year period of this Agreement, described in Article 1, Scope of Work.

ARTICLE 4 - ADMINISTRATIVE

BOA Procurement Administrator's Address is as follows:

William M. Walsh
Procurement Operations Manager
UChicago Argonne
9700 S. Cass Avenue
Lemont, IL 60439

BOA Sellers Administrator's Address is as follows:

AIP Publishing, LLC (AIP)
Sales Support Manager
1305 Walt Whitman Road
Suite 300
Melville, NY 11747-4300

ARTICLE 5 - SITE-SPECIFIC TERMS AND CONDITIONS

The Seller acknowledges that the Contractor may have requirements unique to its post, mission, and/or geographic location. Therefore, the Seller agrees that the Contractor placing an order under this BOA reserves the right to incorporate its own Site-Specific Terms & Conditions relative to Environmental Safety and Health considerations as well as FAR, DEAR, or other applicable regulations and laws.

Seller's site specific pricing shall be included under Attachment A.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of [Contractor's] signature date.

ACKNOWLEDGED AND CONFIRMED;

AIP PUBLISHING, LLC (AIP)	UCHICAGO ARGONNE, LLC
BY: <i>[Signature]</i>	BY: <i>William M. Walsh</i>
TITLE: <i>Director Global Sales</i>	TITLE: <i>PROCUREMENT OPERATIONS</i>
DATE: <i>1/7/2016</i>	DATE: <i>1-7-2016</i> <i>MANAGER</i>

Attachment A

AIP Journals

AIP Journals	Years Included with Backfile Subscription
AIP COMPLETE (Online w/ Extended Backfiles)	
Applied Physics Letters (APL)	1962- current
Applied Physics Reviews (APR)	1980- current
Chaos	1991- current
Journal of Applied Physics (JAP)	1931- current
Journal of Chemical Physics (JCP)	1933- current
Journal of Mathematical Physics (JMP)	1960 -current
Physics of Fluids (POF)	1958 - current
Physics of Plasmas (POP)	1959 - current
Review of Scientific Instruments (RSI)	1930 - current
Journal of Physical and Chemical Reference Data (JPCRD)	1972 - current
Low Temperature Physics (LTP)	1997 - current
Journal of Renewable and Sustainable Energy (JRSE)	2009- current
Biomicrofluidics (BMF)	2007- current
Conference Proceedings (CP)	1970 - current
Physics Today (PT)	1948 - current
Journal of Laser Applications (JLA)	1988- current
Chinese Journal of Chemical Physics (CJCP)	2006 - current
Member Society Journals	
AAPM - Medical Physics (MP)	1974 - current
AAPT - American Journal of Physics (AJP)	1933 - current
AAPT - The Physics Teacher (TPT)	1963 - current
ASA - Journal of the Acoustical Society of America (JASA)	1929 - current
AVS - Journal of Vacuum Science & Technology A& B / Surface Science Spectra (Online w/ Extended Backfiles)	1964 - current
SOR -Journal of Rheology (JOR)	1929 - current

Archival Rights Summary
<p>The following journals do NOT have archival rights:</p> <ul style="list-style-type: none"> Physics Today (PT) Medical Physics (MP) American Journal of Physics (AJP) The Physics Teacher (TPT) Journal of the Acoustical Society of America (JASA) Journal of Rheology (JOR) <p>Archival rights begins with the 2014 subscription year:</p> <ul style="list-style-type: none"> Journal of Vacuum Science & Technology A& B / Surface Science Spectra Applied Physics Review <p>Archival rights for remaining journals begin with the 1999 subscription year</p>

Journal Formats
<p>Print plus Online is the only format for this journal:</p> <ul style="list-style-type: none"> Journal of Rheology (JOR) <p>All remaining journals have an e-only format option</p>

Attachment B

**BASIC ORDERING AGREEMENT BETWEEN
GENERAL TERMS AND CONDITIONS
FOR COMMERCIAL ITEMS AND SERVICES
DOE CONTRACTORS (06/12)**

1. DEFINITIONS

The following terms shall have the meanings below:

- a. Government means the United States of America and includes the U.S. Department of Energy (DOE) or any duly authorized representative thereof.
- b. Seller means the person or organization that has entered into this Basic Ordering Agreement (BOA).
- c. Company means any DOE Contractor and authorized Subcontractor utilizing the BOA.
- d. Item means "commercial items or services" and "commercial component", as defined in FAR 52.202-1.
- e. Order means individual requests for Items or Services (hereinafter referred to as "Item") issued under this BOA.
- f. Authorized Subcontractor means a subcontractor holding an active subcontract issued by a DOE Contractor.
- g. BOA Procurement Representative means the person responsible for negotiating and administering the BOA.
- h. Order Procurement Representative means the person responsible for negotiating and administration of the respective Order.
- i. Site Specific Terms and Conditions means those unique requirements of the Company issuing Orders under this BOA which will supplement these general terms and conditions.

2. ORDER OF PRECEDENCE

Any inconsistencies shall be resolved in accordance with the following descending order of precedence: (1) item description, (2) face of the Order, (3) Site Specific Terms and Conditions, (4) face of the BOA, and (5) the BOA general terms and conditions.

3. TITLE AND ADMINISTRATION

All property rights and interests resulting from this BOA and Orders shall pass directly from Seller to the Government. Company shall make payments under Orders from funds advanced by the Government and agreed to be advanced by DOE, and not from its own assets. The Company may assign the BOA and Orders to DOE or its designee, and in case of such transfer and notice thereof to Seller, Company shall have no further responsibilities hereunder.

4. ACCEPTANCE OF TERMS AND CONDITIONS

Seller, by signing the BOA or Orders or delivering the items identified therein, agrees to comply with all the terms and conditions, all specifications and all other documents that this BOA or Order incorporates by reference or attachment. Company hereby objects to any Terms and Conditions contained in any acknowledgment of the BOA or Order that are different from or in addition to those mentioned in this document. Failure of Company to enforce any of the provisions of the BOA or Order shall not be construed as evidence to interpret the requirements of the BOA or Order, nor a waiver of any requirement, nor of the right of Company to enforce each and every provision. All rights and obligations shall survive final performance of the BOA or any Order there under.

5. WARRANTY

Seller expressly warrants that items delivered under the Orders shall be in accordance with Seller's affirmation, description, sample, or model and compliant with all requirements of the BOA and Order. The warranty shall begin

Attachment B

upon acceptance and extend for a period of (1) the manufacturer's warranty period or six months, whichever is longer, if Seller is not the manufacturer and has not modified the item or (2) one year or the manufacturer's warranty period, whichever is longer, if Seller is the manufacturer, of the item or has modified it. If any nonconformity with the item appears within that time, Seller shall promptly repair or replace such items or re-perform services. Transportation of replacement items and return of nonconforming items and repeat performance of services shall be at Seller's expense. If repair or replacement or re-performance of services is not timely, Company may elect to return the nonconforming items or repair or replace them or re-procure the services at Seller's expense.

6. ASSIGNMENT

Seller shall not assign rights or obligations to third parties without the prior written consent of Company. However, Seller may assign rights to be paid amounts due or to become due to a financing institution if Company is promptly furnished written notice and a signed copy of such assignment. Payments to an assignee shall be subject to set off or recoupment for any present or future claims of Company against Seller.

7. NEW MATERIALS

Unless otherwise specified in the BOA or Order, all items delivered shall consist of new materials. New is defined as previously unused which may include residual inventory or unused former Government surplus property. This does not include the use of recycled or recovered material as defined by the Environmental Protection Agency in 40 CFR 247.

8. TRANSPORTATION

Transportation shall be "FOB Destination" unless specified otherwise in the Order and no insurance cost shall be allowed unless authorized in writing on the specific Order. The bill of lading shall indicate that the transportation is for the Government and is subject to the standard Government bill of lading terms and any special rates or charges.

9. RISK OF LOSS

Where Company is liable to Seller for loss of conforming items occurring after the risk of loss has passed to Company, Company shall pay Seller the lesser of (1) the agreed price of such items, or (2) Seller's cost of replacing such items. Such loss shall entitle Seller to an equitable extension in delivery schedule obligations.

10. PAYMENT

Unless otherwise provided, terms of payment shall be Net 30 days from the latter of (1) receipt of Seller's proper invoice, if required, or (2) delivery (and acceptance, if required by the Order) of items/completion of work. Any offered discount shall be taken if payment is made within the discount period that Seller indicates. Payments may be made either by check, purchase card or electronic funds transfer, at the option of Company. Payment shall be deemed to have been made as of the date of mailing or the date on which an electronic funds transfer was made. Notwithstanding anything to the contrary stated herein, the Company shall be entitled at any and all times to set off against any amounts payable by the Company hereunder any amount owing from Seller to the Company under Orders or any subcontracts with Seller.

11. DATA REPORTING REQUIREMENTS

- a. Seller shall report quarterly savings to the contractually named point of contact from the individual sites utilizing this BOA. Savings shall be calculated in one of the following two established methodologies (noted in the order of precedence):
 1. BOA pricing paid below seller pricing previous price paid (Historically Pricing or established GSA Pricing).
 2. BOA pricing paid below seller's most preferred supplier pricing.
- b. Seller shall report annual savings data, based on a fiscal year of October 1 - September 31, to the ICPT steering Committee Chair.

12. COMPLIANCE WITH LAWS

Attachment B

- a. Seller shall comply with all applicable federal, state, and local laws and ordinances and all pertinent orders, DOE directives, rules, and regulations (including DOE regulations) and such compliance shall be a material requirement of this BOA and resulting Orders. Seller warrants that each chemical substance constituting or contained in items furnished under this BOA is on the list of substances published by the Administrator of the Environmental Protection Agency pursuant to the Emergency Preparedness and Community Right-to-Know Act and Toxic Substances Control Act as amended. With each delivery Seller shall provide Company any applicable Material Safety Data Sheet as required by the Occupational Safety and Health Act and applicable regulations including, without exception, 29 CFR 1910.1200.
- b. Seller shall include this article in all subcontracts, at any tier, involving the performance of this BOA.

13. TERMINATION FOR CAUSE

- a. Only the Company issuing the BOA may terminate the BOA for cause, in whole or in part, if the Seller fails to comply with any of the terms of the BOA, or fails to provide adequate assurance of future performance. Only the Company issuing any Order may terminate the Order for cause, in whole or in part, if Seller fails to comply with any of the terms of the Order or fails to provide adequate assurance of future performance. In either event, the Company shall not be liable for any amount for items not accepted.
- b. If the BOA or any Order is terminated for cause, the Company may require Seller to deliver to the Company any supplies and materials, manufacturing materials, and manufacturing drawings that Seller has specifically produced or acquired for the terminated portion of the BOA or Order. The Company shall pay the agreed-upon price for completed items delivered and accepted. The Company and Seller shall agree on the amount of payment for all other deliverables.
- c. Seller shall not be liable to Company for delays in performance occasioned by causes beyond Seller's reasonable control and without its fault or negligence.
- d. The rights and remedies of the Company in this clause are in addition to any other rights and remedies provided by law or under the BOA or resulting Order.

14. BANKRUPTCY

If Seller enters into any proceeding relating to bankruptcy, it shall give written notice via certified mail to the BOA Procurement Representative within five days of initiation of the proceedings. The notification shall include the date on which the proceeding was filed, the identity and location of the court and a listing of the BOA and Order numbers for which final payment has not been made.

15. TAXES

Taxes shall be collected and paid in accordance with the Site Specific Terms and Conditions of the respective Order.

16. CHANGES

- a. The Company issuing the BOA reserves the right to make changes within the general scope of the BOA by issuance of a unilateral change order, or by a bilateral modification to the BOA. The Company issuing the Order reserves the right to make changes within the general scope of the Order by issuance of a unilateral change order or by a bilateral modification to the Order. Such changes may include, without limitation, changes in (1) the description of the item, (2) the quantities of items ordered, (3) the method of shipment or packaging, and (4) the time or place of delivery, inspection, or acceptance. The Seller shall promptly comply with any such change made by the Company. If any change affects the cost of or the time required for performance, an equitable adjustment to the price and/or delivery requirements and other affected provisions of the BOA or any Order shall be made by the parties in a bilateral modification. Any claim for adjustment by Seller must be made within 30 days from the date of receipt of Company's change notice, although Company in its sole discretion may receive and act upon any claim for adjustment at any time before final payment.

Attachment B

- b. Only the BOA Procurement Representative is authorized on behalf of Company to issue changes whether formal or informal to the BOA. Only the Order Procurement Representative is authorized on behalf of Company to issue changes whether formal or informal to the respective Order. If Seller considers that any direction or instruction by Company personnel constitutes such a change Seller shall not rely upon such instruction or direction without written confirmation from the BOA Procurement Representative or the Order Procurement Representative, as the case may be.
- c. Nothing in this article, including any disagreement with Company about the equitable adjustment, shall excuse Seller from proceeding with the agreement as changed by the BOA Procurement Representative or the Order Procurement Representative, as the case may be.

17. TERMINATION FOR CONVENIENCE

The Company issuing the BOA may, in its sole discretion, terminate the BOA, or may terminate the fabrication of all or any portion of the items not then completed, at any time, by giving the Seller a written notice of termination. The Company issuing the Order may, in its sole discretion, terminate the order, or may terminate the fabrication of all or any portion of the items not then completed, at any time, by giving the Seller written notice of termination. Upon receipt of a notice of termination, the Seller shall, unless the notice requires otherwise, discontinue all performance on the date and to the extent specified in the notice, and shall otherwise minimize costs to the Company. Payment for items already completed or in the process of completion, shall be adjusted between the Seller and the Company in a fair and reasonable manner, but such payment shall exclude any allowance for the uncompleted portion of the items, or any anticipated profits thereon. Such payment for items already completed or in the process of completion shall be the total compensation due to the Seller for termination for convenience by the Company.

18. SUSPENSION

The Company issuing the BOA may, for any reason, direct the Seller to suspend performance of any part of or all of the performance of the BOA for an indefinite period of time. The Company issuing the Order may, for any reason, direct the Seller to suspend performance of any part of or all of the performance of the Order. If any such suspension significantly delays the progress of or causes the Seller additional direct expenses in the performance of the BOA or any Order, not due to the fault or negligence of the Seller, the compensation to the Seller shall be adjusted by a modification to the BOA or any Order and the time of performance shall be extended by the actual duration of the suspension. Any claim by the Seller for compensation of a schedule extension must be supported by an appropriate document asserted within ten (10) days from the date an order is given to the Seller to resume the performance of the BOA or any Order.

19. INCORPORATION BY REFERENCE

The BOA incorporates certain clauses by reference. These clauses apply as if they were incorporated in their entirety. For Federal Acquisition Regulation (FAR) provisions incorporated by reference, "Contractor" means Seller and "Contracting Officer" means the Company BOA Procurement Representative. The FAR clauses may be obtained from the Company upon request.

The following clauses are incorporated by reference:

- FAR 52.219-8 Utilization of Small Business Concerns (MAY 2004)
- FAR 52.222-26 Equal Opportunity (APR 2002), (The required poster is available at: <http://www.dol.gov/dol/esa/public/regs/compliance/posters/eeo.htm>)
- FAR 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (DEC 2001), and
- FAR 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
- FAR 52.227-3 Patent Indemnity (APR 1984)
- FAR 52.227-9 Refund of Royalties (APR 1984)
- FAR 52.222-21 Prohibition of Segregated Facilities (FEB 1999)

END OF DOCUMENT



**ATTACHMENT C
AIP PUBLISHING LLC
MULTISITE LICENSE AGREEMENT**

January 7, 2016

This Agreement is entered into as of the JAN 7, 2016, by and between:

AIP Publishing LLC ("AIP"), with offices at 1305 Walt Whitman Road, Suite 300, Melville, NY 11747-4300, acting on its own behalf and as an agent of the publishing customers ("the Publishers") whose online journals are listed in Appendix A;

And

UChicago Argonne, LLC, located at 9700 South Cass Avenue, Lemont, IL 60439, representing each of the facilities ("the Sites") listed in Appendix D.

WHEREAS, AIP and the Subscriber agree that it is desirable to allow Authorized Users, as defined below, at each of the Subscriber's Sites to have access to the online versions of the Publishers' titles irrespective of location or of the separate journal subscriptions held by the individual Sites,

THEREFORE, the parties agree as follows:

1. SCOPE AND COVERAGE

- a. The journals ("the Licensed Material") covered by this Agreement are the electronic versions of those titles listed in Appendix A.
- b. AIP warrants that this Agreement applies to its own titles and to the titles of other Publishers listed in Appendix A, for whom AIP acts as agent for the purposes of this Agreement.
- c. The Subscriber is authorized to act on behalf of its Sites with regard to this Agreement and stipulates that all terms and conditions of this Agreement are accepted by the individual Sites, who acknowledge that they are individually responsible for enforcing the terms and conditions set forth herein, whether or not they have individually signed this Agreement or the

2. AUTHORIZED USERS

AIP grants to the Subscriber and its Authorized Users online access to the titles listed in Appendix A. This grant extends only to the Subscriber and to Authorized Users at its Sites and may not be transferred or extended to others. "Authorized Users" means only the employees of the Subscriber and other individuals whom the Subscriber warrants have contractual access to the Subscriber's information systems using an IP address within the ranges identified in Appendix C, on-site, or off-site via Secure Authentication and who are affiliated with the Subscriber as a staff member (whether on a permanent or temporary basis) or contractor of the Subscriber. Persons who are not a current member of the staff or a contractor of the Subscriber, but who are permitted to access the Subscriber's information services from computer terminals within the physical premises of the Subscriber 'Walk-In Users' are also deemed to be Authorized Users, only for the time they are within the physical premises. Authorized Users also include individuals engaged by the Subscriber in research and development in furtherance of the Subscriber's business or their own including users of site-specific user facilities, subcontractor consultants, students and official onsite visitors. Individuals who are permitted to access the Subscriber's information services from computer terminals within the physical premises of the Subscriber "Walk-In-Users" are also deemed to be Authorized Users. Common and reasonable methods will be used to inform Authorized Users of general terms and conditions for the use of the Licensed Material that are consistent with this Agreement. Furthermore, the Subscriber will make every attempt to enforce the terms of this Agreement upon receiving information from AIP or any other source that reasonably indicates that one or more Authorized Users is in violation of the terms of this Agreement.

3. IP ADDRESSES

Authorized Users will be recognized and authorized by their Internet address. IP addresses and/or address ranges for the Subscriber Sites are indicated in Appendix D. Appendix D must include the name and e-mail address of a Subscriber employee who will be the primary network contact for AIP. The Subscriber may submit the IP addresses of additional sites throughout the license period for AIP's approval, subject to the terms of section 8(b) (1).

4. USAGE STATISTICS

COUNTER-compliant usage reports are available via SCITATION. Consortia and member administrators may run reports based on the (aggregated) usage from all Members' institutions.

5. PERMITTED USE

- a. Authorized Users are permitted online access to the Licensed Material listed in Appendix A, and may download, save, or print text, search results, or other information solely for their private use or research. The Sites and Authorized Users may only use this online access in a way that conforms to all applicable laws and regulations.

- b. The Publisher of each online journal listed in Appendix A grants Authorized Users permission to use brief quotations from the content of the online journals with the customary acknowledgment of the source, and to copy and transmit content from individual articles in “person-to-person” and non-systematic exchanges of information between Authorized Users and specific individuals.
- c. The Subscriber agrees that use of the Licensed Material by Authorized Users other than indicated above is a violation of the terms of this Agreement. Any other use of the Licensed Material requires the written permission of the copyright holder.

6. PROHIBITIONS ON CERTAIN USE

- a. Altering, recompiling, systematic or programmatic copying, reselling, redistributing, publishing or republishing (beyond the brief quotations permitted under Section 5) of any journal text, search result, or other information from the Licensed Material, or any portion thereof, including without limitation, copyright, proprietary and/or other legal notices contained therein, in any form or medium is prohibited.
- b. Systematic or programmatic downloading, printing, transmitting, or copying of the Licensed Material is prohibited. “Systematic or Programmatic” 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 journal volume, a journal issue, or a journal 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 Licensed Materials that interferes with the access of Authorized Users or that may affect performance of the Publishers’ systems, for example, the use of ‘robots’ to index content, or downloading or attempting to download large amounts of material in a short period of time, is prohibited.
- c. All rights not expressly granted herein are reserved to the stated Publisher of the Licensed Material. The Sites and Authorized Users may not circumvent any Publishers’ access control systems or use these systems or services to make any attempt to gain unauthorized access to any other system or network.
- d. The Publishers shall not be required to distribute, and the Subscriber shall not redistribute, the Licensed Material or any article therein to a country to which export is prohibited by U.S. law or regulation.

7. DURATION OF AGREEMENT

- a. The initial term of the Agreement is for the period January 1, 2016, to December 31, 2020, and becomes effective on receipt by AIP of the Agreement signed by an authorized agent of the Subscriber and on receipt of payment of the Unique Title List Fee as defined in section 8.

b. This Agreement will terminate:

1. Following thirty (30) days' prior written notice that any term or condition of this Agreement is violated for any reason, knowingly or unknowingly, provided that violation is not remedied with all reasonable haste upon notification. The foregoing notwithstanding, the Publishers reserve 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. The Publishers will use reasonable efforts to notify the Subscriber as soon as possible of any such suspension of service, by sending e-mail to the authorized agent address included in this Agreement.
2. No later than March 1 of any year of the Agreement if AIP has not received payment for that year.

8. FEES AND PAYMENT

- a. The Subscriber agrees to pay a Unique Title List Fee as set out in Appendix B. The Fee is payable within 30 days upon receipt of an invoice from AIP. Upon renewal of this Agreement, for the next subscription term, the Unique Title List Fee and journal subscription payments are subject to an annual price increase of 3% on the e-only titles for the journals listed in Appendix A
- b. Only the following adjustments may be made to the journal subscription payments or to the Unique Title List Fee:
 1. The Subscriber may submit the IP addresses of additional Sites throughout the license period for AIP approval, such approval not to be unreasonably withheld. AIP may take account of any current or prior subscriptions to the Publishers' journals at such sites and adjust the Unique Title List Fee accordingly. All adjustments to the list of sites, IP addresses, and to the Unique Title List Fee are to be mutually agreed by AIP and the Subscriber.
 2. A new title, not initially included in the Licensed Materials listed in Appendix A, may be added to this Agreement at any time, at a price to be agreed upon by the Publisher and the Subscriber.
 3. If any journal in Appendix A ceases publication, or if the Publishers are otherwise unable to provide continued access to any title during the term of this Agreement, the Institution's annual subscription payments and/or associated Unique Title List Fee may be adjusted by agreement between AIP and the Subscriber.
- c. With the exceptions listed above, there will be adjustments in the Unique Title List Fee for the duration of this Agreement.

9. COPYRIGHT

The Licensed Material and their contents, including abstracts, are copyrighted by the Publishers indicated in Appendix A or as indicated within the individual journals. This material is subject to all applicable copyright, database protection and other rights of the stated owner and Publisher under the laws of the United States and other countries. Copyright notices in the Licensed Material and its articles may not be removed, obscured, or modified in any way. Unauthorized copying or redistribution of any content licensed herein is a violation of copyright laws.

10. FAILURE OF PERFORMANCE

The Publishers endeavor to provide service 24 hours a day, 365 days a year. The Publishers will announce to subscribers any planned downtime necessary for service upgrades, and will always seek to minimize the length and effect of such downtime. The Publishers, however, will not be liable for any delay, transmission error, software or equipment incompatibilities, force majeure or other failure of performance. The Publishers will use all commercially reasonable efforts to correct any material performance problem brought to its attention as quickly as possible and may suspend performance pending such correction.

11. ARCHIVAL RIGHTS OF SUBSCRIBERS

The following section only applies to Licensed Material published by AIP as indicated in Appendix A.

Note that for AIP Publishing LLC, Subscribers who subscribe at full rates will retain online access to each year of content for which a current paid subscription was held, beginning with the 1999 term. There is no charge for such access as long as the Subscriber has an active paid subscription to any AIP archival journal. If the Subscriber lapses all AIP titles, then AIP will charge an annual maintenance fee for continued online access to any previously subscribed material. This archive policy does not apply to Subscribers who receive electronic access to AIP content through a Unique Title List Fee alone.

12. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; INDEMNIFICATION

AIP warrants that it is entitled to grant the licenses granted in this Agreement, and is authorized to execute this Agreement on behalf of the publishing customers indicated in Appendix A. EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, AIP MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ONLINE JOURNALS AND SCITATION, INCLUDING THEIR QUALITY, ORIGINALITY, SUITABILITY, SEARCHABILITY, OPERATION, PERFORMANCE, COMPLIANCE WITH ANY COMPUTATIONAL PROCESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AIP AND THE PUBLISHERS SHALL NOT BE LIABLE FOR: EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SUBSCRIPTION OR LICENSES GRANTED HEREUNDER, THE USE OR INABILITY TO USE ANY ONLINE JOURNAL, THE

PUBLISHERS' PERFORMANCE UNDER THIS AGREEMENT, TERMINATION OF THIS AGREEMENT BY AIP OR THE LOSS OF DATA, BUSINESS OR GOODWILL, EVEN IF AIP AND THE PUBLISHERS ARE ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF AIP AND THE PUBLISHERS FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF ANY BREACH OR TERMINATION OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY THE SUBSCRIBER TO AIP FOR THE ONLINE JOURNAL SUBSCRIPTION FOR THE CURRENT SUBSCRIPTION YEAR IN WHICH SUCH CLAIM, LOSS OR DAMAGE OCCURRED, WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING WITHOUT

LIMITATION DUE TO NEGLIGENCE. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. No claim may be made against AIP unless suit is filed thereon within one (1) year after the event giving rise to the claim.

The Subscriber assumes sole responsibility for all use of the Licensed Material by each Authorized User.

13. CONFIDENTIALITY

Each party shall use its best endeavors to safeguard confidential information of the other party for a period of five years after disclosure. For the purpose of this Agreement, confidential information means information identified in writing at the time of disclosure as "confidential" concerning the prices, fees, IP addresses, usage data or search terms of the parties. Confidential information may be disclosed to Subscriber's Sites, subscription agents and any other natural or legal person who is involved in the implementation of this Agreement, but may not be shared outside the intended parties. Any information which at the commencement of this Agreement is or becomes available to the public and information required to be disclosed by law or by regulations of any governmental authority shall not be deemed confidential information for the purposes of this clause.

14. GOVERNING LAW

All differences and disputes that may arise out of this Agreement or in connection therewith are to be settled by direct discussions between the parties. Any dispute or claims arising after such discussions, relating to this Agreement (including its validity and interpretation) shall be governed by, and construed and enforced in accordance with, the law of the State of Illinois without reference to its choice of law doctrine.

15. GENERAL

The headings used in this Agreement are for convenience only and are not to be considered in construing the terms of this Agreement. Subject to termination under Section 6, this Agreement may be amended only by consent (via mail, email, or fax) of both parties. Neither party may make any changes to this Agreement without written consent of the other.

The Subscriber its Sites may not assign or transfer its rights under this Agreement except to a DOE approved successor or subscriber. The provisions of Sections 2, 5, 6, 9, 10, 11, and 12

hereof shall survive any expiration or termination of this Agreement.

I have read and agree to adhere to and abide by all the terms and conditions stated above,
and I certify that I am authorized to sign this Agreement on behalf of the Subscriber.

For the Subscriber

Name: *William Walsh*

Title: *Procurement Operations Manager*

Signature: *William M. Walsh*

Date: *1-07-2016*

For the Publisher

Name: *Kevin Steifer*

Title: *Director, Global Sales*

Signature: *Kevin Steifer*

Date: *1/7/2016*

Please mail the completed and signed Agreement to:

AIP Publishing LLC
Sales Support Manager
1305 Walt Whitman Road
Suite 300
Melville, NY 11747-4300

E-mail: agonzalez@aip.org
Fax: +1-516-576-2272

Technical Support:

E-mail: help@scitation.org
Telephone: +1-800-344-6902 (U.S. and Canada); +1-516-576-2270 (Rest of World)
Fax: +1-516-576-9704

Attachment D
December 18, 2015

Account#	Name of Institution or Physical Location	IPs	Network Contact information (P2W)	Subscription contact information (Advantage)
1169187	Bettis Atomic Power Laboratory	149.37.1.250	frank.Palmo@unnpp.gov	frank.Palmo@unnpp.gov
1169754	Brookhaven National Lab	65.222.251.100	donlevy@bnl.gov	lancaster@bnl.gov
1076355	Fermilab (Fermi National Accelerator Lab)	130.199.*.* 131.225.*.* 134.20.*.* 141.221.124.11 141.221.191.225	arai@fnal.gov	silee@fnal.gov
1165085	Idaho National Lab	8.23.153-155.*	carla.drake@inl.gov	carla.drake@inl.gov
New Account	Pantex Plant, P.O. Box 30020 Amarillo, TX 79120	Will be provided	Martin Haddix Martin.Haddix@cns.doe.gov	Martin Haddix Martin.Haddix@cns.doe.gov
1163820	Knolls Atomic Power Laboratory (Bechtel Marine Propulsion)	No IP's registered	palmofj@kapl.gov	palmofj@kapl.gov
1177482	Los Alamos National Lab	128.165.*.* 192.12.184.* 204.121.*.* 128.219.*.* 134.167.*.* 160.91.*.* 198.124.40-47.*	hoover@lanl.gov	hoover@lanl.gov
1177940	Oak Ridge National Lab		elliottjd@ornl.gov	elliottjd@ornl.gov
1168870	Pacific Northwest National Laboratory	130.20.0.* 132.175.*.* 134.253.*.* 198.102.153.*	pl.gassman@pnnl.gov	Annanaomi.Sams@pnl.gov
1181791	Sandia National Lab (Multi-year 2016) (2 sites)		libecontent@sandia.gov	libecontent@sandia.gov