OPTICA PUBLISHING GROUP ONLINE JOURNALS
CONSORTIUM READ AND PUBLISH LICENSE AGREEMENT

**THIS AGREEMENT** is between Optica Publishing Group, a New York nonprofit corporation with its principal place of business located at 2010 Massachusetts Ave. NW, Washington, D.C., 20036, USA (“OPG”), and Technische Informationsbibliothek (TIB), with its principal place of business at Welfengarten 1 B, 30167 Hannover, Germany (“Consortium leader”), acting for and on behalf of a consortium of institutions in Germany (“Members”).

**1. Definitions:** In this Agreement, the following terms shall have the following meanings:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Site</td>
<td>means an organizational unit of a university, other educational institution or research organization that is under a single administration.</td>
</tr>
<tr>
<td></td>
<td>i. OPG may require Members that operate more than one Authorized Site (e.g. a location in more than one city) to purchase a multi-site license.</td>
</tr>
<tr>
<td></td>
<td>ii. Proxy IP addresses may be used for access to the Licensed Material only by Authorized Users.</td>
</tr>
<tr>
<td>Authorized Users</td>
<td>means only the employees, faculty (permanent, temporary and visiting), staff, students, and contractors officially affiliated with the Authorized Site(s). Authorized Users also include:</td>
</tr>
<tr>
<td></td>
<td>i. Occasional users who access the Licensed Material through stations physically located on the site and under the control and administration of the Member (aka “walk-in users”).</td>
</tr>
<tr>
<td></td>
<td>ii. Distance learners, telecommuters, faculty on sabbatical, or other persons accessing the Licensed Material from off-site, so long as all such off-site users are primarily affiliated with the Authorized Site(s), and are not primarily affiliated with a site which would require a separate license.</td>
</tr>
<tr>
<td>Consortium</td>
<td>means the group of Members, as set out in Exhibit A, and which may be updated from time to time by written notice to OPG from the Consortium leader and by mutual consent by both OPG and Consortium leader.</td>
</tr>
<tr>
<td>Eligible Article</td>
<td>means an article accepted for publication in an Eligible Journal during the Term that is of an Eligible Article Type and written by an Eligible Author.</td>
</tr>
<tr>
<td>Eligible Article Types</td>
<td>means a Research Article, Letter, Memorandum, Opinion, Discussion, Negative Results, Reproducibility Study, Mini-Review, Tutorial, or Engineering &amp; Laboratory Note.</td>
</tr>
</tbody>
</table>
2. **Purpose of Agreement.** The Consortium leader wishes to enter into this Agreement with OPG in order for Members of the Consortium to be authorized to access the Licensed Materials and for Eligible Authors to be able to publish Eligible Article Types as Open Access Articles in the journals noted in Exhibit B.

3. **Consortium Members; Guarantee of Authority.** Consortium leader hereby warrants that it represents the Members listed in Exhibit A; that each and every Member has authorized the Consortium leader to enter into this Agreement for and on behalf of the Member; and that the Consortium leader’s agreement to the terms and conditions represents each Member’s consent to be bound by this Agreement. The liability of the Consortium leader and the Members under this License is several.

4. **Grant of License.** Subject to the terms and conditions in this Agreement, OPG hereby grants to each Member of the Consortium, on an individual basis, non-exclusive access
to the E-Combination 1, Optics InfoBase, or Optics InfoBase Premium package as selected and ordered by that Member via the Consortium leader (collectively the “Licensed Materials”). The Members will access the Licensed Materials through the IP addresses set out in Exhibit A. The Members shall notify the Consortium leader, which will in turn notify OPG in writing if, at any time during the term of this License, there are any changes to the IP addresses.

5. License Fee. For the Term of this Agreement, Members shall pay to OPG their respective fees as shown in Exhibit C. All payments must be made according to the payment schedule and terms shown in Exhibit C.

6. Authorized Users
   A. OPG’s grant of access to the Licensed Materials extends only to Members and Authorized Users affiliated with each Member’s Authorized Site(s). The grant of access may not be transferred or extended to others.
   B. Unauthorized use of the Members’ IP address for access to the online journals is a breach of this Agreement and may be a violation of OPG copyrights. Consortium warrants and represents that each Member will use common and reasonable measures to prevent access by unauthorized persons to the secure network and to the Licensed Materials, and to inform Authorized Users of general terms and conditions for the use of online journals that are consistent with this Agreement. Furthermore, the Members will immediately make common and reasonable attempts to enforce the terms of this Agreement upon receiving information from OPG or any other source that reasonably indicates that one or more Authorized Users is in violation of the terms of this Agreement, or that unauthorized users have gained access to the Licensed Materials via the Member’s IP addresses.

7. Permitted Use
   The Members and Authorized Users are permitted access to the Licensed Materials, and may download or print text, search results, or other information from the Licensed Materials solely for the purpose of research, teaching or private use of the Members and the Authorized Users. Each Member agrees that it and its Authorized Users will use this online access in a way that conforms with all applicable laws and regulations.

   A. Use of Licensed Material in Course Packs and Similar Uses.
      For course packs, electronic reserves, and use of the Licensed Materials in classroom management software, Members and Authorized Users may incorporate any part of the Licensed Materials in Course Packs, Electronic Reserve collections, and in campus systems for classroom management without the prior written permission of OPG, as long as:
      i. Access is restricted to Authorized Users, and
      ii. Any copies created, whether print or electronic, are removed and deleted when the relevant course ends.
      Any other use of the Licensed Materials included in the course packs, etc. requires prior written permission from OPG.

   B. Inter-Library Loan.
      To fulfil inter-library loan requests from other libraries in Germany, Members may supply a single paper or electronic copy or an electronic original of an article or chapter from a single publication to the requesting library. Such supply may be by post or fax or by secure electronic transmission, whereby that electronic file is deleted immediately after printing. Such supply shall be for the purpose of research or private study and not for commercial use or onward transmission or distribution.
C. Document delivery.
   In response to individual orders, Members may, for non-commercial purposes,
   i. transmit reproductions of up to 10 per cent of a published work
   ii. transmit reproductions of single articles from an electronic journal
      to the requesting party.
   OPG is entitled to a remuneration for such reproductions, which shall be paid by
   Members via the VG Wort collection society according to the applicable standard rate
   at the time of transmission.

8. Extended Backfile Access
   A. The Extended Backfile for any single journal title contains all issues of that title
      previously published by OPG up through the year prior to subscription. During each
      year in which a Member has a fully paid package subscription, the Member and its
      Authorized Users are granted complimentary access to the Extended Backfile for all
      titles in the selected package subject to the terms and conditions herein.
   B. Termination or expiration of a Member’s paid subscription(s) shall automatically
      terminate the Member’s access to the complimentary Extended Backfile. Non-
      subscribers may obtain access to the Extended Backfile by purchasing one or more
      OPG Digital Archive products.

9. Post-cancellation Rights
   Upon the termination or expiration and non-renewal of this Agreement, OPG will provide
   the Members with continuing online access to the Licensed Materials published solely
   during the year(s) of this Agreement (“Post-cancellation Archival Materials”).
   A. Post-cancellation PDFs of the Archival Materials will be provided via the OPG
      platform. OPG will charge an annual fee of US$300 per Member to recover the costs
      associated with providing continuing access. For those Members that continue to
      subscribe to any OPG journals (excluding the member magazine, Optics & Photonics
      News), OPG will waive the fee for that year. If OPG is no longer in a position at any
      time in the future to provide access to the Post-cancellation Archival Materials via the
      OPG platform, the content (full text including meta-data and supplementary
      material) will be made available to the Members on a mutually agreed form of
      electronic media or by digital transmission.
   B. The Members’ use of Post-cancellation Archival Materials will be subject to the terms
      and conditions contained herein.
   C. For the avoidance of doubt, these Post-cancellation rights do not apply to the
      Extended Backfile or complimentary access to it, and the same will not be included in
      Members’ Post-cancellation Archival Materials. Similarly, other features of the OPG
      hosting platform for the Licensed Materials that are available to current subscribers
      may not be included.

10. Archive Policy
    OPG is committed to the long-term digital preservation of the OPG online publications.
    OPG has an agreement with Portico, a third-party, to preserve its published content and
    to ensure Members’ continuing access to the Licensed Materials in case the OPG platform
    is no longer in operation.

11. Prohibitions on Certain Uses
    Altering, recompiling, copying, reselling, redistributing, publishing or republishing of any
    OPG online journal text, output, search results, or other information from the OPG online
    journals, or any portion thereof (with the exception of articles published under a
    Creative Commons Attribution license, for which the provisions of the respective
Creative Commons Attribution license govern the permitted uses), including without limitation, copyright, trade secret, proprietary and/or other legal notices contained therein, in any form or medium is prohibited. Systematic downloading, service bureau redistribution services, printing for fee-for-service purposes and/or the making of print or electronic copies for transmission to non-Members or non-subscribing institutions (beyond those identified as Permitted Uses above or permitted under a Creative Commons Attribution license) are prohibited. All rights not expressly granted are reserved to OPG.

12. Duration of Agreement; Suspension; Termination.
   A. This Agreement shall be in effect from 01 January 2023 through 31 December 2024, provided that OPG receives payment of the license fees according to the schedule in Exhibit C.
   B. A Member must give at least 60 days written notice of its intention to cease to be a Member under this License Agreement to OPG at the end of year one of the agreement, provided the Member confirms in such notice that the reason for termination is the withdrawal or cessation of funding (i.e. a material reduction of the budget of the library) in respect of the fees. Consequential amendments as are necessitated by such termination will be made to Exhibit A following such notice. In the event that any of the original Members cancel or otherwise cease to remain Members under this License Agreement, OPG shall have the optional right, in OPG’s sole discretion, to terminate this License Agreement in the beginning of year two.
   C. If a Member fails to pay the appropriate License Fee by the agreed date, OPG may suspend or terminate read access and publication services for the affected Member within a period of thirty (30) calendar days from the date of the missed payment.
   D. If OPG or a Member discovers a violation of the Terms and Conditions that, in OPG’s judgment, threatens the security of the Licensed Materials or other OPG intellectual property, OPG may immediately suspend access to the affected Member or Members until such time as the violation ceases or is adequately addressed. If the affected Member or Members fail to address such violation, OPG may cancel access to the offending Member and/or Authorized User(s).
   E. For violations of the Terms and Conditions that do not threaten the security of the Licensed Materials or other OPG's intellectual property, OPG shall grant the Member or Members thirty (30) days from receipt of notice of such violation to cure the violation. At the end of the thirty (30) day notice period, if OPG determines in its sole discretion that a Member or Members have not taken reasonable satisfactory steps to cure the violation, OPG may cancel access to the offending Member or Members.
   F. In the event of unauthorized use of the Licensed Materials by an Authorized User, OPG or the Member (whichever party discovers the violation) shall notify the other party, and cooperate to identify the Authorized User, and inform the Authorized User of the Prohibited Uses as defined above. If thirty (30) days after discovery, such unauthorized use has not been cured, OPG may cancel access to the Member and/or Authorized User. Notwithstanding anything in the foregoing, OPG reserves the right to restrict access to a Member at any time during the thirty (30) day period if OPG deems such a step necessary to protect the security of its Licensed Materials.
   G. In order for a cancelled Member or Authorized User to be considered for restoration, the Member or Authorized User must sign a letter committing to comply with the security measures that OPG considers appropriate to prevent further misuses of the Licensed Materials. OPG will have sole discretion whether or not to restore access.
   H. The affected Member shall not be entitled to a refund or reduction of license fee if OPG cancels access to a Member pursuant to this section.

13. Usage Statistics
OPG will provide each Member access to usage statistics for the Licensed Materials. Usage data will include the number of full-text article downloads for each subscribed title and may be accessed at any time by the Members. Usage data will be COUNTER 5 compliant and will be provided in a manner consistent with the applicable privacy laws and confidentiality requirements of both parties. OPG will provide raw usage statistics to the Consortium leader on an annual basis so that Consortium leader can conduct their own analysis.

14. Copyright
Except for articles published under a Creative Commons Attribution license, OPG online journals and their contents, including abstracts, are copyrighted by OPG and are subject to all applicable copyright, database protection and other rights of OPG as copyright owner and publisher under the laws of the United States and other countries. Copyright notices in the OPG online journals may not be removed, obscured, or modified in any way.

15. Failure of Performance
Following online access approval, the Members and Authorized Users will be permitted to attempt access to the Licensed Materials at any time and OPG will use its reasonable endeavors to make the Licensed Material available on a 24 hour basis. OPG will not be liable for any delay, downtime, transmission error, software or equipment incompatibilities, force majeure or other failure of performance beyond its reasonable control. OPG may have contracted with one or more outside agencies to provide the online service and OPG shall seek to ensure that all services are provided by outside agencies as negotiated. For authentication and authorization purposes only, OPG may provide the Members’ institutional IP range and entitlements to such contracted outside agencies. OPG will use commercially reasonable efforts to correct any material performance problem brought to its attention and may suspend performance pending such correction. OPG’s responsibility to the Members and Authorized Users does not extend beyond such endeavors.

16. Open Access Publishing
A. In consideration of OPG agreeing to permit Verified Authors to publish Eligible Articles in the Eligible Journals noted in Exhibit B on the basis of the terms of this Agreement, the Members agree to pay their respective Publishing Fee outlined in Exhibit C.
B. Verified Authors may publish an unlimited number of Open Access Articles under the terms of this Agreement in each calendar year of the Agreement.
C. Eligible Articles shall be published Open Access free of charge to the Verified Author, under a Creative Commons CC BY license, with no embargo period. Nothing in this License shall be taken to restrict, limit or curtail any provisions of the Creative Commons Attribution license used for Open Access articles. Any additional fees connected to the initial publication of the article (such as color-in-print or overlength fees) associated with the Eligible Article will also be covered under the Publishing Fee. OPG may charge Verified Authors other fees (e.g. for reprints or additional services) if those services are requested by the author and are not obligatory in regards to the publication of the article.
D. OPG will deliver article metadata including Open Access license information to CrossRef and other relevant third parties.
E. OPG will make all published Open Access Articles available to anyone on its website at all times.
F. OPG will allow Verified Authors to include funder acknowledgements within their submitted manuscripts and will include those in the Open Access Articles and its
metadata, where possible, so long as those acknowledgments do not include Rights Retention Strategy language. In the case that this restriction prohibits Verified Authors from submitting or publishing articles under this agreement (e.g. because their funders require the inclusion of Rights Retention Strategy language), OPG will work with such authors on a case-by-case basis.

G. OPG will promptly notify the Consortium of any changes to the list of Eligible Journals in Exhibit B. The parties may discuss an appropriate adjustment to the fees of the following year to reflect any significant changes in the list of Eligible Journals.

H. OPG and the Consortium agree that this License Agreement shall be registered in the ESAC Transformative Agreement Registry (“ESAC”). Any information relating to ‘headline’ costs, cost development or financial shift may only be shared according to the language pre-set by ESAC. Details about Members (as listed in Exhibit A) as well as pricing/payment terms and financial details on the Member level (as listed in Exhibit C) shall not be shared publicly in ESAC or elsewhere.

17. Editorial Independence.
The Consortium and the Members acknowledge that the selection of material to be published in the Eligible Journals is entirely at the discretion of OPG and the editors of the Eligible Journals.

18. Identification of Eligible Authors and Workflow
A. OPG will clearly indicate the availability and terms and provisions for Open Access publishing to Eligible Authors, both within its author-facing submission and publication workflows and on its website.
B. The Members agree to inform Eligible Authors that this Agreement is in place (e.g. by promoting the agreement on their website or by other means) and that their Eligible Articles can be made Open Access on acceptance in the Eligible Journals.
C. OPG will identify Eligible Authors through at least one of the following parameters:
   i. Members’ e-mail domains;
   ii. Persistent identifiers, such as ORCID or other recognized Institutional identifiers as provided by the Eligible Author;
   iii. Affiliation as asserted by the Eligible Author during the submission/publication process or in the article manuscript.
D. Upon acceptance of Eligible Articles by Eligible Authors for publication, OPG shall send an email notification to the relevant Member to confirm if the author is a Verified Author. The request shall provide the following details:
   i. Name and email address of the Eligible Author
   ii. Full name of Author’s affiliation(s)
   iii. Date of acceptance
   iv. Journal Title
   v. Article title
   vi. DOI
E. The Member shall respond within a reasonable period but no longer than five (5) business days.
F. Verified Authors may opt-out from publishing their Eligible Article Open Access. In this case the Eligible Article will be published as a closed article in one of OPG’s subscription journals.
G. If a corresponding author is not identified as an Eligible Author due to OPG’s error/omission, and an article is accepted for publication during the Term and published in one of its subscription journals (i.e. not Open Access), the Publisher agrees to convert the article to an Open Access Article in conformity with this Agreement and subject to the corresponding author’s consent. If an APC was paid by a corresponding author for the Open Access publication of an article, which should
have been covered by this agreement, OPG will offer a refund to the corresponding author and will retrospectively consider that author an Eligible Author and the article an Eligible Article. Where no error/omission can be attributed to OPG (i.e. the error is due to the corresponding author or the Member), OPG shall be under no obligation to change the article’s status retrospectively, but will make reasonable efforts to do so.

19. Open Access Review and Reporting
A. The Member directly can access a report at any time, free of charge, detailing the Eligible Articles published, containing the following information, via the Rightslink software
   i. Journal Title
   ii. Article Title
   iii. Corresponding Author
   iv. Institution Name
   v. DOI
   vi. OA License
   vii. Publication date
   viii. Acceptance date

B. OPG will send a half-yearly report of the Eligible Articles accepted and published within the term of the agreement to the Consortium leader. This report shall include the details listed in 19.A.

C. OPG will use its reasonable endeavors to provide a list of corresponding authors that have opted out according to 18.F.

20. Change of Terms and Conditions.
Except with regard to pricing, OPG RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO MAKE CHANGES TO THESE TERMS AND CONDITIONS AT ANY TIME. OPG must provide Consortium with at least thirty (30) days’ prior written notice of any changes. Except for changes that apply to Post-cancellation Archival Materials, if Consortium leader does not accept any change to the terms of the Agreement by OPG, Consortium leader may notify OPG by e-mail, fax, or letter, prior to the effective date of such changes, that Consortium leader does not accept such change, in which case the current terms shall apply until the end of the current Agreement. In the absence of any such objection by Consortium leader, OPG’s new terms shall apply and this Consortium License Agreement shall be amended accordingly and signed by authorized signatories of both parties.

21. Disclaimer of Warranties; Limitation of Liability
OPG warrants that it is entitled to grant the licenses granted in this Agreement. THE ONLINE JOURNALS ARE PROVIDED “AS IS” AND, EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, OPG MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ONLINE JOURNALS, INCLUDING THEIR QUALITY, PERFORMANCE, COMPATIBILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OPG SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY OR DAMAGE OF ANY KIND RESULTING FROM THE UNAVAILABILITY OF THE ONLINE JOURNALS, OPG’S PERFORMANCE OR TERMINATION OF THIS AGREEMENT, INTERRUPTION OF THE SERVICES PROVIDED HEREUNDER, OR ARISING OUT OF OR IN CONNECTION WITH A MEMBER’S USE OF THE ONLINE JOURNALS. OPG SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT SHALL OPG’S LIABILITY EXCEED THE PROPORTIONAL AMOUNT PAID TO OPG FOR A MEMBER UNDER THIS AGREEMENT FOR THE CURRENT SUBSCRIPTION YEAR IN WHICH ANY
CLAIM, LOSS OR DAMAGE OCCURRED, INCLUDING WITHOUT LIMITATION DUE TO NEGLIGENCE. No claim may be made against OPG unless suit is filed thereon within one (1) year after the event giving rise to the claim.

22. General
This Agreement constitutes the entire agreement between the parties and supersedes any prior communication between the parties with respect to the subject matter hereof. The headings used in this Agreement are for convenience only and are not to be considered in construing the terms of this Agreement. Neither Consortium leader nor the Members may assign or transfer their rights under this Agreement. The provisions of the following Sections hereof shall survive any expiration or termination of this Agreement: 9, 11, 14, and 21.

If any provision of this License Agreement is void or unenforceable as a matter of law, or renders this License Agreement or any part of it void or unenforceable as a matter of law, then that provision shall be stricken from this License Agreement which shall continue in force and effect and shall be construed as if such stricken provision had never been contained therein.

23. Various
A. OPG shall not disclose, impart or sell to other parties (with the exception of their partners) non-anonymized usage data or personal data about the Members, Authorized Users or Eligible Authors without express written permission of the individual concerned or as required by applicable law
B. Where the Consortium leader or the Member provides Personal Data (as defined in the Data Protection Act 2018 and any subsequent legislation or regulations) to OPG, the parties acknowledge that such Personal Data may be processed for the administration of this License or for the provision of services in connection with this License, including, but not limited to, creation of the Member’s online accounts and exchange of customer service communications.

By signing below, the parties certify that they have read and agree to abide by the terms and conditions of this License Agreement and the signatories certify that they are authorized to sign this License Agreement. The parties agree to the sole execution and delivery of this License Agreement through electronic means.

Technische Informationsbibliothek:
Signature: ____________________________________________
Name: Prof. Dr. Sören Auer
Title: Director TIB
Date: ____________________________________________

Optica Publishing Group:
Signature: ____________________________________________
Name: Elizabeth Nolan
Title: Deputy Executive Director/Chief Publishing Officer
Date: ____________________________________________
EXHIBIT A
Consortium Members (with IP addresses)

[Redacted]
EXHIBIT B
Licensed Materials

Each Consortium member has chosen one of the three package options offered as part of the Agreement—E-Combination 1 (EC1), Optics InfoBase (OIB) and Optics InfoBase Premium (OIBP). The package agreed by each Member for the term of the Agreement is as follows:

<table>
<thead>
<tr>
<th>Member library name (German)</th>
<th>Member institution name (German / English)</th>
<th>Package</th>
</tr>
</thead>
<tbody>
<tr>
<td>Universitaetsbibliothek Stuttgart</td>
<td>Universitaet Stuttgart Stuttgart University</td>
<td>OIB</td>
</tr>
<tr>
<td>Technische Informationsbibliothek (TIB)</td>
<td>Leibniz Universitaet Hannover (LUH) Leibniz University Hannover</td>
<td>OIBP</td>
</tr>
<tr>
<td>Physikalisch-Technische Bundesanstalt, Bibliothek</td>
<td>Physikalisch-Technische Bundesanstalt (PTB) National Metrology Institute</td>
<td>EC1</td>
</tr>
<tr>
<td>Universitaetsbibliothek Siegen</td>
<td>Universitaet Siegen University of Siegen</td>
<td>EC1</td>
</tr>
<tr>
<td>Universitaet Konstanz Bibliothek</td>
<td>Universitaet Konstanz University of Konstanz</td>
<td>EC1</td>
</tr>
<tr>
<td>Deutsches Zentrum für Luft- und Raumfahrt (DLR), DLR Bibliothek</td>
<td>Deutsches Zentrum fuer Luft- und Raumfahrt (DLR) German Aerospace Center</td>
<td>EC1</td>
</tr>
<tr>
<td>SuUB Bremen</td>
<td>Universitaet Bremen University of Bremen</td>
<td>EC1</td>
</tr>
<tr>
<td>DESY-Zentralbibliothek</td>
<td>Deutsches Elektronen Synchrotron (DESY) German Electron Synchrotron</td>
<td>EC1</td>
</tr>
</tbody>
</table>

The Licensed Materials associated with each Member’s package are as follows:

<table>
<thead>
<tr>
<th>Titles</th>
<th>ISSN/ISBN</th>
<th>Complimentary Backfile Access***</th>
<th>EC1</th>
<th>OIB</th>
<th>OIBP</th>
<th>Publish Component**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advances in Optics and Photonics</td>
<td>1943-8206</td>
<td>2009-current</td>
<td>●</td>
<td>●</td>
<td>●</td>
<td>Excluded</td>
</tr>
<tr>
<td>Applied Optics</td>
<td>2155-3165 Online</td>
<td>1962-current</td>
<td>●</td>
<td>●</td>
<td>●</td>
<td>Included</td>
</tr>
<tr>
<td>Applied Spectroscopy*</td>
<td>1943-3530 Online</td>
<td>1946-current</td>
<td>●</td>
<td>●</td>
<td>●</td>
<td>Excluded</td>
</tr>
<tr>
<td>Biomedical Optics Express (Open Access)</td>
<td>2156-7085 Online</td>
<td>2010-current</td>
<td>●</td>
<td>●</td>
<td>●</td>
<td>Included</td>
</tr>
<tr>
<td>Chinese Optics Letters*</td>
<td>1671-7694 Online</td>
<td>2003-current</td>
<td>●</td>
<td>●</td>
<td>●</td>
<td>Excluded</td>
</tr>
<tr>
<td>Current Optics and Photonics (Open Access) (formerly Journal of the Optical Society of Korea)*</td>
<td>2508-7274 Online</td>
<td>1997-current</td>
<td>●</td>
<td>●</td>
<td>●</td>
<td>Excluded</td>
</tr>
<tr>
<td>Journal of Display Technology</td>
<td>1558-9323 Online</td>
<td>2005-2016</td>
<td>●</td>
<td>●</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>
## Optica Publishing Group Consortium License Agreement

<table>
<thead>
<tr>
<th>Journal Title</th>
<th>Volume/Range</th>
<th>Access Type</th>
<th>Year Range</th>
<th>Exclusion Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journal of Lightwave Technology *</td>
<td>1558-2213 Online</td>
<td>1998-current</td>
<td></td>
<td>Excluded</td>
</tr>
<tr>
<td>Journal of Near Infrared Spectroscopy *</td>
<td>1751-6552 (online)</td>
<td>1993-current</td>
<td></td>
<td>Excluded</td>
</tr>
<tr>
<td>Journal of Optical Networking * (now Journal of Optical Communications &amp; Networking)</td>
<td>1536-5379 Online</td>
<td>2002-2009</td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>Journal of Optical Technology *</td>
<td>1091-0786 Online</td>
<td>1999-current</td>
<td></td>
<td>Excluded</td>
</tr>
<tr>
<td>Journal of the Optical Society of America</td>
<td>0030-3941 Print</td>
<td>1917-1983</td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>Journal of the Optical Society of America A</td>
<td>1520-8532 Online</td>
<td>1984-current</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td>Journal of the Optical Society of America B</td>
<td>1520-8540 Online</td>
<td>1984-current</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td>Journal of the Optical Society of Korea * (now Current Optics and Photonics)</td>
<td>2093-6885 Online</td>
<td>1997-2016</td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>Optica (Open Access)</td>
<td>2334-2536 Online</td>
<td>2014-current</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td>Optical Materials Express (Open Access)</td>
<td>2159-3930 Online</td>
<td>2011-current</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td>Optics Express (Open Access)</td>
<td>1094-4087 Online</td>
<td>1997-current</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td>Optics and Photonics News (formerly Optics News)</td>
<td>1541-3721 Online</td>
<td>1990-current</td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>Optics News (formerly Optics and Photonics News)</td>
<td>0098-907X Print</td>
<td>1975-1989</td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>Optics Letters</td>
<td>1539-4794 Online</td>
<td>1977-current</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td>Optics Continuum (Open Access) (formerly OSA Continuum)</td>
<td>2770-0208 Online</td>
<td>2022-current</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td>OSA Continuum (Open Access) (now Optics Continuum)</td>
<td>2578-7519 Online</td>
<td>2018-2021</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td>Photonics Research (Open Access) *</td>
<td>2327-9125</td>
<td>2013-current</td>
<td></td>
<td>Excluded</td>
</tr>
<tr>
<td>Optica Conference Papers Topical Conferences</td>
<td>N/A</td>
<td>1979-current</td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>Optica Conference Papers Major Meetings Series</td>
<td>N/A</td>
<td>1979-current</td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>Archival eBook Series</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>Lasers eBook</td>
<td>0-935702-11-3</td>
<td>1986</td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>Journal/Resource</td>
<td>Volumes</td>
<td>Year</td>
<td>License Type</td>
<td>Access Type</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>---------</td>
<td>------</td>
<td>--------------</td>
<td>-------------</td>
</tr>
<tr>
<td>OSA Century of Optics eBook</td>
<td>978-1-943580-04-0</td>
<td>2015</td>
<td>•</td>
<td>N/A</td>
</tr>
<tr>
<td>OPN Centennial eBooks</td>
<td>N/A</td>
<td>2016</td>
<td>•</td>
<td>N/A</td>
</tr>
<tr>
<td>Optics ImageBank</td>
<td>N/A</td>
<td>N/A</td>
<td>•</td>
<td>N/A</td>
</tr>
</tbody>
</table>

* Partner journal.

** N/A in the “Publish” column denotes non-journal or legacy content that is included in the read component only.

*** Complimentary access to the backfile for each package is only provided during the term of the agreement and is not part of continuing access to content subscribed to during the agreement.
EXHIBIT C
Payment Schedule and Terms

[Redacted]