

ARTICLE AND VIDEO LICENSE AGREEMENT

4. Retention of Rights in Article. Notwithstanding the exclusive license granted to JoVE in **Section 3** above, the Author shall, with respect to the Article, retain the non-exclusive right to use all or part of the Article for the non-commercial purpose of giving lectures, presentations or teaching classes, and to post a copy of the Article on the Institution's website or the Author's personal website, in each case provided that a link to the Article on the JoVE website is provided and notice of JoVE's copyright in the Article is included. All non-copyright intellectual property rights in and to the Article, such as patent rights, shall remain with the Author.

5. Grant of Rights in Video – Standard Access. This **Section 5** applies if the "Standard Access" box has been checked in **Item 1** above or if no box has been checked in **Item 1** above. In consideration of JoVE agreeing to produce, display or otherwise assist with the Video, the Author hereby acknowledges and agrees that, Subject to **Section 7** below, JoVE is and shall be the sole and exclusive owner of all rights of any nature, including, without limitation, all copyrights, in and to the Video. To the extent that, by law, the Author is deemed, now or at any time in the future, to have any rights of any nature in or to the Video, the Author hereby disclaims all such rights and transfers all such rights to JoVE.

6. Grant of Rights in Video – Open Access. This **Section 6** applies only if the "Open Access" box has been checked in **Item 1** above. In consideration of JoVE agreeing to produce, display or otherwise assist with the Video, the Author hereby grants to JoVE, subject to **Section 7** below, the exclusive, royalty-free, perpetual (for the full term of copyright in the Article, including any extensions thereto) license (a) to publish, reproduce, distribute, display and store the Video in all forms, formats and media whether now known or hereafter developed (including without limitation in print, digital and electronic form) throughout the world, (b) to translate the Video into other languages, create adaptations, summaries or extracts of the Video or other Derivative Works or Collective Works based on all or any portion of the Video and exercise all of the rights set forth in (a) above in such translations, adaptations, summaries, extracts, Derivative Works or Collective Works and (c) to license others to do any or all of the above. The foregoing rights may be exercised in all media and formats, whether now known or hereafter devised, and include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. For any Video to which this Section 6 is applicable, JoVE and the Author hereby grant to the public all such rights in the Video as provided in, but subject to all limitations and requirements set forth in, the CRC License.

7. Government Employees. If the Author is a United States government employee and the Article was prepared in the course of his or her duties as a United States government employee, as indicated in **Item 2** above, and any of the licenses or grants granted by the Author hereunder exceed the scope of the 17 U.S.C. 403, then the rights granted hereunder shall be limited to the maximum rights permitted under such

statute. In such case, all provisions contained herein that are not in conflict with such statute shall remain in full force and effect, and all provisions contained herein that do so conflict shall be deemed to be amended so as to provide to JoVE the maximum rights permissible within such statute.

8. Likeness, Privacy, Personality. The Author hereby grants JoVE the right to use the Author's name, voice, likeness, picture, photograph, image, biography and performance in any way, commercial or otherwise, in connection with the Materials and the sale, promotion and distribution thereof. The Author hereby waives any and all rights he or she may have, relating to his or her appearance in the Video or otherwise relating to the Materials, under all applicable privacy, likeness, personality or similar laws.

9. Author Warranties. The Author represents and warrants that the Article is original, that it has not been published, that the copyright interest is owned by the Author (or, if more than one author is listed at the beginning of this Agreement, by such authors collectively) and has not been assigned, licensed, or otherwise transferred to any other party. The Author represents and warrants that the author(s) listed at the top of this Agreement are the only authors of the Materials. If more than one author is listed at the top of this Agreement and if any such author has not entered into a separate Article and Video License Agreement with JoVE relating to the Materials, the Author represents and warrants that the Author has been authorized by each of the other such authors to execute this Agreement on his or her behalf and to bind him or her with respect to the terms of this Agreement as if each of them had been a party hereto as an Author. The Author warrants that the use, reproduction, distribution, public or private performance or display, and/or modification of all or any portion of the Materials does not and will not violate, infringe and/or misappropriate the patent, trademark, intellectual property or other rights of any third party. The Author represents and warrants that it has and will continue to comply with all government, institutional and other regulations, including, without limitation all institutional, laboratory, hospital, ethical, human and animal treatment, privacy, and all other rules, regulations, laws, procedures or guidelines, applicable to the Materials, and that all research involving human and animal subjects has been approved by the Author's relevant institutional review board.

10. JoVE Discretion. If the Author requests the assistance of JoVE in producing the Video in the Author's facility, the Author shall ensure that the presence of JoVE employees, agents or independent contractors is in accordance with the relevant regulations of the Author's institution. If more than one author is listed at the beginning of this Agreement, JoVE may, in its sole discretion, elect not take any action with respect to the Article until such time as it has received complete, executed Article and Video License Agreements from each such author. JoVE reserves the right, in its absolute and sole discretion and without giving any reason therefore, to accept or decline any work submitted to JoVE. JoVE and its employees, agents and independent contractors shall have