

ARTICLE AND VIDEO LICENSE AGREEMENT

Title of Article:

Using the EyeTurn Smartphone app to measure ocular misalignment

Author(s):

Gang Lu, Shrinivas Pundlik, Matteo Tomasi, Kevin Houston

Item 1: The Author elects to have the Materials be made available (as described at <http://www.jove.com/publish>) via:

☒ Standard Access

☐ Open Access

Item 2: Please select one of the following items:

☒ The Author is **NOT** a United States government employee.

☐ The Author is a United States government employee and the Materials were prepared in the course of his or her duties as a United States government employee.

☐ The Author is a United States government employee but the Materials were NOT prepared in the course of his or her duties as a United States government employee.

ARTICLE AND VIDEO LICENSE AGREEMENT

1. **Defined Terms.** As used in this Article and Video License Agreement, the following terms shall have the following meanings: "Agreement" means this Article and Video License Agreement; "Article" means the article specified on the last page of this Agreement, including any associated materials such as texts, figures, tables, artwork, abstracts, or summaries contained therein; "Author" means the author who is a signatory to this Agreement; "Collective Work" means a work, such as a periodical issue, anthology or encyclopedia, in which the Materials in their entirety in unmodified form, along with a number of other contributions, constituting separate and independent works in themselves, are assembled into a collective whole; "CRC License" means the Creative Commons Attribution-Non Commercial-No Derivs 3.0 Unported Agreement, the terms and conditions of which can be found at: <http://creativecommons.org/licenses/by-nc-nd/3.0/legalcode>; "Derivative Work" means a work based upon the Materials or upon the Materials and other pre-existing works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Materials may be recast, transformed, or adapted; "Institution" means the institution, listed on the last page of this Agreement, by which the Author was employed at the time of the creation of the Materials; "JoVE" means MyJove Corporation, a Massachusetts corporation and the publisher of The Journal of Visualized Experiments; "Materials" means the Article and / or the Video; "Parties" means the Author and JoVE; "Video" means any video(s) made by the Author, alone or in conjunction with any other parties, or by JoVE or its affiliates or agents, individually or in collaboration with the Author or any other parties, incorporating all or any portion

of the Article, and in which the Author may or may not appear.

2. **Background.** The Author, who is the author of the Article, in order to ensure the dissemination and protection of the Article, desires to have the JoVE publish the Article and create and transmit videos based on the Article. In furtherance of such goals, the Parties desire to memorialize in this Agreement the respective rights of each Party in and to the Article and the Video.

3. **Grant of Rights in Article.** In consideration of JoVE agreeing to publish the Article, the Author hereby grants to JoVE, subject to Sections 4 and 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 Article 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 Article into other languages, create adaptations, summaries or extracts of the Article or other Derivative Works (including, without limitation, the Video) or Collective Works based on all or any portion of the Article 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. If the "Open Access" box has been checked in Item 1 above, JoVE and the Author hereby grant to the public all such rights in the Article as provided in, but subject to all limitations and requirements set forth in, the CRC License.

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. **Protection of the Work.** The Author(s) authorize JoVE to take steps in the Author(s) name and on their behalf if JoVE believes some third party could be infringing or might infringe the copyright of either the Author's Article and/or Video.

9. **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.

10. **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.

11. **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

ARTICLE AND VIDEO LICENSE AGREEMENT

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 full, unfettered access to the facilities of the Author or of the Author's institution as necessary to make the Video, whether actually published or not. JoVE has sole discretion as to the method of making and publishing the Materials, including, without limitation, to all decisions regarding editing, lighting, filming, timing of publication, if any, length, quality, content and the like.

12. **Indemnification.** The Author agrees to indemnify JoVE and/or its successors and assigns from and against any and all claims, costs, and expenses, including attorney's fees, arising out of any breach of any warranty or other representations contained herein. The Author further agrees to indemnify and hold harmless JoVE from and against any and all claims, costs, and expenses, including attorney's fees, resulting from the breach by the Author of any representation or warranty contained herein or from allegations or instances of violation of intellectual property rights, damage to the Author's or the Author's institution's facilities, fraud, libel, defamation, research, equipment, experiments, property damage, personal injury, violations of institutional, laboratory, hospital, ethical, human and animal treatment, privacy or other rules, regulations, laws, procedures or guidelines, liabilities and other losses or damages related in any way to the submission of work to JoVE, making of videos by JoVE, or publication in JoVE or elsewhere by JoVE. The Author shall be responsible for, and shall hold JoVE harmless from, damages caused by lack of sterilization, lack of cleanliness or by contamination due to

the making of a video by JoVE its employees, agents or independent contractors. All sterilization, cleanliness or decontamination procedures shall be solely the responsibility of the Author and shall be undertaken at the Author's expense. All indemnifications provided herein shall include JoVE's attorney's fees and costs related to said losses or damages. Such indemnification and holding harmless shall include such losses or damages incurred by, or in connection with, acts or omissions of JoVE, its employees, agents or independent contractors.

13. **Fees.** To cover the cost incurred for publication, JoVE must receive payment before production and publication of the Materials. Payment is due in 21 days of invoice. Should the Materials not be published due to an editorial or production decision, these funds will be returned to the Author. Withdrawal by the Author of any submitted Materials after final peer review approval will result in a US\$1,200 fee to cover pre-production expenses incurred by JoVE. If payment is not received by the completion of filming, production and publication of the Materials will be suspended until payment is received.

14. **Transfer, Governing Law.** This Agreement may be assigned by JoVE and shall inure to the benefits of any of JoVE's successors and assignees. This Agreement shall be governed and construed by the internal laws of the Commonwealth of Massachusetts without giving effect to any conflict of law provision thereunder. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

A signed copy of this document must be sent with all new submissions. Only one Agreement is required per submission.

CORRESPONDING AUTHOR

Name:

Gang Luo

Department:

Harvard Medical School

Institution:

Schepens Eye Research Inst.

Title:

Associate Professor

Signature:

Gang Luo

Date:

02/12/2019

Please submit a **signed** and **dated** copy of this license by one of the following three methods:

1. Upload an electronic version on the JoVE submission site
2. Fax the document to +1.866.381.2236
3. Mail the document to JoVE / Attn: JoVE Editorial / 1 Alewife Center #200 / Cambridge, MA 02140