INSTITUTIONAL SINGLE-SITE USER LICENSE

1. BY SIGNING THIS LICENSE ("LICENSE"), the institution identified below ("Subscriber" or "you") agrees to the terms and conditions set forth in this License. In turn, Vertical Flight Society ("VFS") grants the Subscriber and Authorized Users at the Subscriber's Authorized Site the right to access online versions of the below-indicated publications subject to these same terms and conditions.

Subscribing Institution: _____
Address: _____
_____

Subscriber Account no. (if known): _____
If subscribing through an agency, please give name of agency: _____

Contact person responsible for administration of online journals:
Name: _____
Address: _____
Phone: _____
Fax: _____
E-mail: _____
Notification that your online access is active will be sent by e-mail to this address. Please send notice of any changes to this e-mail address to **membership@vtol.org**.

For the purposes of this License, VFS is acting on its own behalf, as a service provider and as the copyright owner of the listed publications. The "Online Journals" are the electronic versions of those listed journals, magazines, and proceedings to which the Subscriber maintains a current Subscription. Access rights for a given subscription may be limited to only a subset of the total publication years available online.
Please indicate the journal subscriptions that you are requesting and/or those that pertain to your account by marking the appropriate boxes below.

Published and Copyright by Vertical Flight Society

☑ The Journal of the American Helicopter Society

TERMS AND CONDITIONS

2. Authorized Users

VFS grants to the Subscriber and Authorized Users at the Subscriber's Authorized Site online access to the VFS Online Journals. This grant extends only to the Subscriber and such Authorized Users individually and may not be transferred to, or extended to, others. For purposes of this License, an "Authorized Site" is a localized site (one geographical location) that is under a single administration. For an organization with locations in more than one city, each city is considered to be a different site. For an organization that has multiple locations in the same city that are administered independently, each location is considered to be a different site. No access from remote campuses or remote sites and no consortia or other forms of subscription sharing are allowed under this License. (If you are seeking online access for multiple sites, please contact membership@vtol.org .)

"Authorized Users" means only the employees, faculty, staff, and students officially affiliated with the Subscriber at the Authorized Site, and persons with legal access to the library's collections and facilities at the Authorized Site, using an IP address within the range identified in the Appendix. Authorized Users may be persons remote from the Subscriber's physical location whose access is administered from the Authorized Site, but not persons at remote sites or campuses with separate administrations. For example, an employee of the Subscriber is considered to be an Authorized User when accessing the Subscriber's network from home or while traveling to another city; however, employees of a branch campus or facility in another city are not considered to be Authorized Users.

The Subscriber will exercise reasonable vigilance and shall be responsible for all access control and security measures necessary to ensure that the Subscriber's IP addresses are not used to access the VFS Online Journals indicated in Section 1 by other than Authorized Users. The Subscriber warrants and represents that common and reasonable methods will be used to inform Authorized Users of general terms and conditions for the use of online information products that are consistent with this License. Furthermore, the Subscriber will make every attempt to enforce the terms of this License upon receiving information from VFS or any other source that reasonably indicates that one or more Authorized Users is in violation of the terms of this License.

3. IP Addresses

Authorized Users will be recognized and authorized by their Internet address. IP addresses and/or address ranges for the Subscribing Institution are indicated in the Appendix.

4. Permitted Use

The Subscriber and Authorized Users are permitted online access to the VFS Online Journals indicated in Section 1, and may download, save, or print text, search results, or other information from the VFS Online Journals solely for the private use or research of the Subscriber and the Authorized Users. The Subscriber and Authorized Users may only use this online access in a way that conforms to all applicable laws and regulations.

VFS as the copyright owner of each of the Online Journals included in this License grants the Subscriber and Authorized Users permission for brief quotations from the content of Online Journal articles with the customary acknowledgment of the source, and to copy and transmit content from individual Online Journal articles in "person-to-person" and non-systematic scholarly exchanges of information between Authorized Users and specific individuals.

The Subscriber specifically agrees that use by the Subscriber or Authorized Users other than indicated above is a violation of the terms of this License.

Interlibrary loan: VFS electronic article files may not be transmitted in their original digital form to any other institution or to a non-Authorized user. A hard copy printed from the electronic files of the journal(s) may be supplied to another institution by mail or fax or secure transmission using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing, provided the institution is not-for-profit and within the same country as the Subscriber. The supply of such copies must conform to CONTU guidelines or similar restrictions to "fair use" provisions under copyright law.

5. Prohibitions on Certain Uses

Altering, recompiling, systematic or programmatic copying, reselling, redistributing, publishing or republishing (beyond the brief quotations permitted under Section 4) of any journal text, output, search results, or other information from the VFS Online Journals, or any portion thereof, including without limitation, copyright, proprietary and/or other legal notices contained therein, in any form or medium is prohibited. Systematic or programmatic downloading (e.g., the use of automated "robots" or otherwise downloading or attempting to download in a short time period large

amounts of subscribed-to or unsubscribed-to the VFS Online Journal material such as all abstracts and/or full text articles from entire journal issues or extensive search results), service bureau redistribution services, printing for fee-for-service purposes and/or the systematic making of print or electronic copies for transmission to non-subscribers or non-subscribing institutions are prohibited. For example, the use of the

VFS Online Journals for document delivery services other than "interlibrary loan," as described in section 4, is prohibited.

Downloading portions of the VFS Online Journals for the purpose of creating pre-loaded systematic and persistent local copies (not including transient, dynamic caches of individually requested material) for redistribution is prohibited. All rights not expressly granted are reserved to the stated copyright holder of the VFS Online Journal. The Subscriber and Authorized Users may not circumvent VFS's access control systems or use VFS's systems or services to make any attempt to gain unauthorized access to any other system or network.

VFS shall not be required to distribute, and Subscriber shall not redistribute, the online platform hosting the journals or the VFS Online Journals included therein to a country where the export thereof is prohibited by U.S. law or regulation.

6. Duration of License

This License will become effective on receipt by VFS of the License signed by an authorized agent of the Subscriber, and, subject to the terms and conditions of this License, will remain in effect while the Subscriber maintains a current paid online subscription to the VFS Online Journal(s).

This License will terminate:

(a) Subject to (b.) and (c.) below, if the online subscription lapses (termination is effective at the end of the paid subscription period).

(b) Following thirty (30) days' prior written notice that any term or condition of this License is violated for any reason, knowingly or unknowingly, provided that violation is not remedied with all reasonable haste upon notification. The foregoing notwithstanding, VFS reserves the right to suspend access to the service immediately upon detecting a breach of this License. VFS will use reasonable efforts to notify the Subscriber as soon as possible, usually within three (3) days of any such suspension of service, by sending e-mail to the address supplied in Section 1.

(c) Following thirty (30) days' prior written notice by VFS of any change in the terms of this License, receipt by VFS of notice from the Subscriber in writing, or by e-mail or by fax that the Subscriber does not accept such change or changes. (In the absence of any such objection by Subscriber, VFS's new terms shall apply.) This License shall renew automatically for the term of any Online Subscription upon receipt by VFS of payment for that subscription.

7. Copyright

The VFS Online Journals and their content, including abstracts, are copyrighted as indicated in Section 1 or as indicated within the journal. The online hosting platform and the VFS Online Journals are 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 online hosting platform and the VFS Online Journals may not be removed, obscured, or modified in any way. Unauthorized copying or redistribution of any content on the online hosting platform is a violation of copyright laws.

8. Failure of Performance

Following online access approval, the Subscriber and Authorized Users will be permitted to attempt online access to the VFS Online Journal(s) at any time. VFS, however, will not be liable for any delay, downtime, transmission error, software or equipment incompatibilities, force majeure or other failure of performance. VFS will use commercially reasonable efforts to correct any material performance problem brought to its attention and may suspend performance pending such correction.

9. Disclaimer of Warranties; Limitation of Liability; Indemnification

VFS warrants is entitled to grant the licenses granted in this License and is authorized to execute this License on behalf of the publishing customers indicated in Section 1. EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, VFS MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ONLINE JOURNALS AND ONLINE PLATFORM USED TO HOST THE JOURNALS, INCLUDING THEIR QUALITY, ORIGINALITY, SUITABILITY, SEARCHABILITY, OPERATION, PERFORMANCE, COMPLIANCE WITH ANY COMPUTATIONAL PROCESS, MERCHANTABILITY OR

FITNESS FOR A PARTICULAR PURPOSE.

VFS SHALLNOT BE LIABLE FOR: EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SUB- SCRIPTION OR LICENSES GRANTED HEREUNDER, THE USE OR INABILITY TO USE ANY VFS ONLINE JOURNAL, VFS'S PERFORMANCE UNDER THIS LICENSE, TERMINATION OF THIS LICENSE BY VFS OR THE LOSS OF DATA, BUSINESS OR GOODWILL, EVEN IF VFS IS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITYOF VFS FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF ANY BREACH OR TERMINATION OF THIS LICENSE EXCEED THE TOTAL AMOUNT PAID BY THE SUBSCRIBER TO VFS FOR THE ONLINE JOURNAL SUBSCRIPTION, BUT NOT LESS THAN TWENTY-FIVE DOLLARS ($25.00), 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 VFS 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 online hosting platform and the VFS Online Journals by the Subscriber and by each Authorized User. In the event of a breach of this License by the Subscriber or Authorized Users, the Subscriber shall accept legal liabilities and hold VFS harmless from and against any and all claims, liabilities, damages, expenses (including attorneys' fees and experts' costs, penalties and fees, if any, for the enforcement of this License and otherwise for VFS's defense of indemnified claims), losses and threatened losses arising from, or in connection with, that breach, including without limitation, claims of unauthorized use.

10. General

This License 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 License are for convenience only and are not to be considered in construing the terms of this License. Subject to termination under Section 6, this License may be amended only by consent (via mail, email, or fax) of both parties. If VFS sends notice to the Subscriber of changes in the terms of this License, lack of response by the Subscriber within a thirty (30) day period will be taken as acceptance of the new terms. Subscriber may not make any changes to this License without written consent by VFS.

The Subscriber must pay any taxes (including but not limited to any applicable Value Added Taxes, Sales Taxes, and Import Taxes) other than taxes on VFS net income, arising out of the Subscriber's use of the online hosting platform, Online Journals and/or the rights granted under this License.

The Subscriber may not assign or transfer its rights under this License. The provisions of Sections 2, 4, 5, 7, 9 and 10 hereof shall survive any expiration or termination of this License.

I have read and agree to adhere to and abide by all the terms and conditions stated above, and certify that I am authorized to sign this license on behalf of the subscribing institution identified in Section 1 above.

Organization Name: _____

Signee Name: _____

Signature:_____ Date:_____

For VFS:

Name/Title:_____

License No. _____ Customer ID No. _____

Date: _____

Please mail completed license to:
Vertical Flight Society
2700 Prosperity Ave., Suite 275
Fairfax, VA 22031
E-mail: membership@vtol.org

APPENDIX
INSTITUTIONAL IP ADDRESSES/RANGES

The VFS Online Journals, through the online platform, provides IP-address-based access control for institutional subscribers. Each computer that accesses the Internet is assigned an IP address, commonly represented as four number groups separated by dots (e.g., 192.58.150.10). All computers on a local area network, or subnet, may have the first two or three number groups in common. Access to the VFS Online Journal(s) from your institution's Authorized Site will be provided based on the IP addresses and/or ranges you provide. (It is recommended that you consult with your network administrator to determine your IP addresses, subnets, and other critical information about your institution's network configuration.) IP addresses for locations other than the Authorized Site will not be accepted under this License; if you are seeking online access for multiple sites, please contact VFS Business Office at **membership@vtol.org** or phone 1-(703) 684-6777x101.

Up to ten IP addresses and/or ranges (Class B, Class C, and single station) can be accepted via this form (attach additional sheets as necessary). Note that Class B requests will be subject to additional review by VFS Online Journal Technical Staff. Please contact VFS Business Office (see above) if you need to register a proxy or caching server, or if you have any additional questions. You may also consult the VFS Web site (http://vtol.org) for additional information on registering for online access.

All information provided regarding your IP addresses will be verified by VFS and/or VFS service providers, and your network contact (which must be provided be-low) will be contacted if additional clarification is necessary.

Please type your IP addresses or ranges in the following formats:

Class B Network:	Enter the first two (network) numbers and use asterisks for the host addresses, i.e., 128.58.*.*
Class C Network:	Type the first three (network) numbers and an asterisk for the host addresses, i.e., 192.58.1 50.* (ranges are acceptable; type 192.58.150.* - 192.58.152.* to indicate Class C ranges)
Single Station(s)	Type all four numbers, i.e., 192.40.158.10 (ranges are acceptable; type 192.58.150.10 - 192.58.150.30 to indicate ranges of single stations)

IP Addresses and/or Ranges:

☐ Please check here if additional IP addresses are listed on attached sheet(s).	

Please enter your fully qualified domain name, that is, the name one registered with the Internet Corporation for Assigned Names and Numbers (ICANN):

Domain name: _____

Please provide the following required network contact information:

Name: _____

Telephone: _____

E-mail: _____