

TERMS AND CONDITIONS

This document contains the following individual agreements:

- General Electronic IEEE Content Terms and Conditions
- IEEE Member Digital Library Subscriber Agreement
- IEEE Member Digital Library Basic Subscriber Agreement
- IEEE *Xplore* Flex Subscriber Agreement

Not all of these terms and conditions may apply to your purchase. If you are purchasing the IEEE Member Digital Library (MDL), the IEEE Member Digital Library Subscriber Agreement applies to your purchase and use of MDL. If you are purchasing the IEEE Member Digital Library Basic (MDL-B), the IEEE Member Digital Library Basic Subscriber Agreement applies to your use of MDL Basic. If you are purchasing the IEEE *Xplore* Flex, the IEEE *Xplore* Flex Subscriber Agreement applies to your use of IEEE *Xplore* Flex. For any other IEEE electronic content products in your shopping cart, the General Electronic IEEE Content Terms and Conditions applies to your purchase and use of those products.

PLEASE READ THE APPLICABLE AGREEMENTS CAREFULLY. BY PURCHASING OR USING ANY OF THE COVERED PRODUCTS, YOU AGREE TO BE BOUND BY THE APPLICABLE TERMS AND CONDITIONS.

GENERAL ELECTRONIC IEEE CONTENT TERMS AND CONDITIONS

The following terms and conditions govern your access to and use of electronic IEEE content (collectively, "Content"). Note, however, that more specific terms and conditions may govern your access to and use of specific IEEE online products. IN THE EVENT OF ANY CONFLICT BETWEEN THESE TERMS AND CONDITIONS AND THOSE OF THE SPECIFIC AGREEMENT GOVERNING YOUR ACCESS TO AND USE OF A PARTICULAR IEEE ONLINE PRODUCT, THE TERMS AND CONDITIONS OF THAT SPECIFIC AGREEMENT SHALL PREVAIL. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY PURCHASING OR ACCESSING CONTENT, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

1. Grant of License. Subject to your payment of all applicable fees and material compliance with the provisions herein, IEEE grants you a non-exclusive, non-transferable, limited license to access and use Content for your individual, non-commercial, scholarly and research purposes only as follows:

(a) Electronic Documents Obtained Online. (1) Access, search, browse and view documents, including articles, conference proceedings and standards (collectively, "Documents"); (2) download and print individual Documents; (3) make a reasonable number of photocopies of a printed Document; and (4) forward PDF links to individual Documents, but not the contents of such Documents, to others.

(b) Electronic Documents Obtained Offline on Fixed Media. (1) Access, search, browse and view Documents; (2) print individual Documents; and (3) make a reasonable number of photocopies of a printed Document.

(c) eBooks. (1) Access, search, browse and view e-Books; and (2) print a reasonable number of pages from an eBook, and make a reasonable number of photocopies of those printed pages.

(d) Online Learning Modules. Access and use the module on the IEEE website solely for your professional development.

2. Restrictions. Except as expressly permitted herein, you may not: (a) substantially or systematically download, reproduce, retain or redistribute Content or any periodical or issue of a periodical within Content; (b) electronically distribute, via e-mail or otherwise, any Content; (c) abridge, modify, translate or create any derivative work based upon Content without the prior written consent of IEEE; (d) display or otherwise make available any Content to anyone else, including, but not limited to, sharing your username and password with others; (e) sell, resell, rent, lease, license, sublicense, assign or otherwise transfer any rights granted herein, including, but not limited to, use of Content for document delivery, fee-for-service or any other substantially similar commercial purpose; (f) remove, obscure or modify in any way copyright notices, other notices or disclaimers that appear on Content; (g) share access to or use any online learning module concurrently on more than one computer at a time; (h) access Content using any interface other than the one provided by IEEE for access, including, but not limited to, use of any robot, crawler, spider or other similar device; or (i) reverse engineer, disassemble, decompile or translate any online learning module or IEEE software, or otherwise attempt to derive the source code, structural framework or the data records of such module or software. The rights granted hereunder are non-transferable and granted to you as an individual, not to your company or employer.

3. Intellectual Property Rights. You acknowledge and agree that all right, title and interest in and to the Content, including all copyright and other intellectual property rights under United States and international laws and treaties, remain with IEEE and its licensors.

4. NO WARRANTY. CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." IEEE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (A) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (B) ANY WARRANTY WITH RESPECT TO THE QUALITY, ACCURACY, CURRENCY OR COMPLETENESS OF CONTENT, OR THAT YOUR USE OF CONTENT WILL BE ERROR-FREE, UNINTERRUPTED, FREE FROM OTHER FAILURES OR WILL MEET YOUR REQUIREMENTS.

5. LIMITATION OF LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT IEEE IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION OR DATA CONTAINED IN CONTENT, AND IEEE SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM RELIANCE ON ANY SUCH INFORMATION OR DATA UNDER ANY CIRCUMSTANCES. IN NO EVENT SHALL IEEE BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS OCCASIONED BY OR RESULTING FROM ANY USE OF CONTENT, EVEN IF IEEE HAD ACTUAL OR

CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.

6. Term and Termination.

(a) Term. Unless terminated sooner in accordance with Section 6(b), these Terms and Conditions shall continue in effect for the term set forth in the applicable invoice for your access to Content.

(b) Termination. Notwithstanding anything herein to the contrary, these Terms and Conditions may be terminated as follows:

(1) *Material Breach*. Either party may terminate these Terms and Conditions in the event of a material breach by the other party that remains uncured thirty (30) days after the non-breaching party gives the breaching party written notice of such breach.

(2) *Suspension*. IEEE reserves the right to suspend your access to Content in the event of your material breach or threatened material breach of Section 2 or your failure to make payment when due. The suspension shall remain in effect until you have cured the breach or threatened breach in all material respects, and you shall not be entitled to a refund of any fees during such suspension. If you do not cure the breach within thirty (30) days after notice of such breach, IEEE shall be entitled to terminate the rights granted to you under these Terms and Conditions.

7. Governing Law and Venue. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. The parties agree that any action, proceeding, controversy or claim between them arising out of or relating to these Terms and Conditions shall be brought in the United States District Court for the Southern District of New York or, if federal jurisdiction is not available, in the Supreme Court of New York County, and each party hereby submits to the personal jurisdiction of such court with respect to such actions.

8. Export Control. You acknowledge that export laws and regulations of the United States and any other relevant local export laws and regulations may apply to Content. You agree that you are responsible for complying with all applicable export laws and regulations (including “deemed export” and “deemed re-export” regulations).

9. General. You may not assign, sublicense or delegate any right or obligation hereunder, by operation of law or otherwise, without the prior written consent of IEEE. These Terms and Conditions constitute the final and entire agreement of the parties on the subject matter hereof and supersede all previous and contemporaneous oral and written negotiations or agreements on such subject matter. The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. If any provision of these Terms and Conditions shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its unenforceability. Such provision shall be ineffective to the extent of its invalidity or unenforceability only, without in any way affecting the remaining parts of these Terms and Conditions.

IEEE MEMBER DIGITAL LIBRARY SUBSCRIBER AGREEMENT

BY COMPLETING THE CHECKOUT PROCESS WITH THE IEEE MEMBER DIGITAL LIBRARY (MDL) IN YOUR SHOPPING CART OR ACCESSING THE MDL, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT WITH RESPECT TO YOUR PURCHASE AND USE OF THE MDL. YOU AGREE TO SUBSCRIBE TO THE MDL FOR A MINIMUM INITIAL SIX (6)-MONTH TERM AND PAY ALL FEES DUE HEREUNDER. YOU MAY NOT TERMINATE THIS AGREEMENT DURING THE INITIAL TERM EXCEPT AS SET FORTH IN SECTION 6(b)(3).

IN ORDER TO BE AND REMAIN A SUBSCRIBER AND PREVENT SUSPENSION OF YOUR ACCESS TO THE MDL OR TERMINATION OF THIS AGREEMENT, YOU MUST BE AN IEEE MEMBER, AS DEFINED BELOW, AT ALL TIMES DURING THE TERM OF THIS AGREEMENT.

UPON COMPLETION OF THE CHECKOUT PROCESS, YOU WILL BE IMMEDIATELY CHARGED THE ACCESS FEE FOR THE FIRST MONTH OF SERVICE, AND THE PERIOD BETWEEN THAT DATE AND THE LAST DAY OF THAT CALENDAR MONTH SHALL CONSTITUTE YOUR FIRST MONTH OF SERVICE.

YOUR MONTHLY ALLOTMENT (AS DEFINED IN SECTION 3(c)) MUST BE USED BEFORE THE CONCLUSION OF EACH CALENDAR MONTH, EVEN IN THE CASE OF A PARTIAL MONTH, AS MAY OCCUR IN YOUR FIRST MONTH OF SERVICE. REGARDLESS OF WHICH DAY OF THE MONTH YOU SIGN UP FOR SERVICE, YOU MUST USE YOUR MONTHLY ALLOTMENT BEFORE THE CONCLUSION OF THAT CALENDAR MONTH. FOR EXAMPLE, IF YOU SIGN UP FOR SERVICE ON APRIL 15, YOU WOULD HAVE UNTIL APRIL 30 TO USE YOUR MONTHLY ALLOTMENT FOR THE MONTH OF APRIL.

1. Definitions.

(a) "Document" means a single journal paper, transaction paper, magazine article or conference paper from the Content.

(b) "Effective Date" means the date you complete the checkout process for the MDL.

(c) "Filing Cabinet" means an electronic storage space provided by IEEE through which you may store and access links to Documents in accordance with the terms and conditions of this Agreement.

(d) "Content" means the IEEE journals, transactions, magazines and conference proceedings made available by IEEE as part of the MDL. Content shall not include IEEE standards or any content licensed to IEEE by third-party content providers.

(e) "IEEE Account" means the IEEE user account required for accessing IEEE online products and services, including the MDL. To register for an IEEE Account, go to <http://www.ieee.org/web/accounts/>.

(f) "IEEE Member" means a paid-up individual member of the IEEE, including student and life members, authenticated by IEEE as eligible to subscribe to and access the MDL. Affiliate members of an IEEE Society are not eligible to subscribe to the MDL.

2. Changes to This Agreement.

IEEE may at any time during the Initial Term or any Renewal Term, as defined in Section 6(a), amend this Agreement or modify the features, services or functions available or the fees charged for use of the MDL. Any amended terms will be made available online at <http://www.ieee.org/ieeemdl> and will be effective immediately upon posting by IEEE. By acknowledging acceptance of the amended terms or by using the MDL after the posting of any amendment by IEEE, you agree to be bound by the amended terms. If any amended terms during your Initial Term implements an increase in the access fees or a decrease in the number of Documents that you may access per month as set forth in Section 3(c), you may terminate the Agreement pursuant to Section 6(b)(3).

3. Grant of License.

(a) Authorized Uses. Subject to your payment of all applicable fees and material compliance with the terms and conditions of this Agreement, IEEE grants you a non-exclusive, non-transferable, limited license to access and use Content for your individual, non-commercial, scholarly and research purposes only as follows: (1) access, search, browse and view Documents; (2) download and print individual Documents; (3) store links to Documents in the Filing Cabinet; and (4) make a reasonable number of photocopies of a printed Document.

(b) Restrictions. Except as expressly permitted in this Agreement, you may not: (1) substantially or systematically download, reproduce, retain or redistribute the Content; (2) electronically distribute, via e-mail or otherwise, any Document; (3) abridge, modify, translate or create any derivative work based upon the Document

without the prior written consent of IEEE; (4) display or otherwise make available any Content to anyone else, including, but not limited to, sharing your username and password with others; (5) sell, resell, rent, lease, license, sublicense, assign or otherwise transfer any rights granted under this Agreement, including, but not limited to, use of the Content for document delivery, fee-for-service or any other substantially similar commercial purpose; or (6) remove, obscure or modify in any way copyright notices, other notices or disclaimers that appear on any Document. The rights granted hereunder are non-transferable and granted to you as an individual, not to your company or employer.

(c) Monthly Allotment and Filing Cabinet. You are permitted access to twenty five (25) Documents per calendar month, with the possibility of adding no more than ten (10) unused document downloads from the previous month ("Monthly Allotment"). The number of downloads to be carried over into any succeeding month is the number of unused downloads from the current calendar month. For example, if you download 18 papers in January, you are entitled to carry over 7 downloads into February for a total Monthly Allotment of 32. The number of downloads available each month does not accumulate over time and is restricted to a maximum Monthly Allotment of thirty five (35) Documents.

Links to Documents accessed may be stored in the Filing Cabinet. You may access an unlimited number of articles from IEEE Spectrum Magazine, which will not apply toward your Monthly Allotment, and links to those articles will not be stored in the Filing Cabinet. Any Documents accessed that are part of your active IEEE electronic subscriptions based on IEEE Society business rules will not apply towards your Monthly Allotment, and links to those articles will not be stored in the Filing Cabinet.

4. Fees.

(a) Monthly Fee. During the term of this Agreement, you will be charged the monthly access fee as posted during the sign-up process or as amended pursuant to this Agreement, regardless of whether you use the MDL or exhaust your Monthly Allotment. THE MONTHLY ACCESS FEE WILL BE IMMEDIATELY CHARGED ON THE EFFECTIVE DATE FOR THE FIRST MONTH OF SERVICE, AND THE PERIOD BETWEEN THE EFFECTIVE DATE AND THE LAST DAY OF THAT CALENDAR MONTH SHALL CONSTITUTE YOUR FIRST MONTH OF SERVICE. THE MONTHLY ACCESS FEE IS CONSIDERATION FOR RIGHTS OF ACCESS TO DOCUMENTS AS SET FORTH HEREIN DURING THE TERM OF THIS AGREEMENT, REGARDLESS OF THE NUMBER OF DOCUMENTS ACTUALLY ACCESSED. IF YOU FAIL TO ACCESS THE FULL NUMBER OF DOCUMENTS ALLOTTED DURING ANY MONTH, NO PORTION OF THE ACCESS FEE SHALL BE REFUNDABLE OR OTHERWISE OWED TO YOU.

(b) Taxes and Other Costs. You are solely responsible for all costs associated with obtaining access to and use of the MDL, including, but not limited to, and any applicable sales, use, ad valorem or other taxes, and the costs for Internet service.

(c) Updated Payment Information. You must provide IEEE with prompt written notice of any changes to your credit card information, such as account number, expiration date or billing address. Failure to provide such information promptly may result in termination or suspension of your access to the MDL.

5. Intellectual Property Rights. You acknowledge and agree that all right, title and interest in and to the Content, including all copyright and other intellectual property rights under United States and international laws and treaties, remain with IEEE and its licensors.

6. Term and Termination.

(a) Term. Unless terminated sooner in accordance with Section 6(b), this Agreement shall continue in effect for a minimum initial term of six (6) calendar months (the "Initial Term") from the Effective Date. The Agreement shall automatically be renewed for additional, successive one (1)-month periods (each, a "Renewal Term") unless you give written notice of termination in accordance with Section 6(b)(4).

(b) Suspension and Termination. Notwithstanding anything herein to the contrary, IEEE may suspend your access to the MDL or terminate this Agreement as follows:

(1) *Suspension by IEEE.* IEEE may suspend your access to the MDL in the event that you: (a) breach or threaten to breach Section 3; (b) fail to make payment when due; or (c) cease being an IEEE Member (including any change in membership status to Affiliate). In the event that IEEE suspends your access pursuant to this Section 6(b)(1), IEEE will reactivate your access if you remedy in all material respects the reason for suspension within thirty (30) days after notice of suspension from IEEE. You shall be responsible for all fees due under this Agreement during any period of suspension.

(2) *Termination by IEEE.* Without prejudice to any other rights or remedies IEEE may have, IEEE may terminate this Agreement: (a) in the event you commit a material breach of this Agreement that is remediable but is not remedied within thirty (30) days of written notice from IEEE; (2) immediately upon written notice from IEEE if you commit any irremediable breach of this Agreement or repeat any breach that has previously been the subject of a notice under Section 6(b)(2)(a). In the event that IEEE terminates this Agreement in accordance with this Section 6(b)(2) during the Initial Term, you shall immediately incur a charge for the entire balance of all fees due for the remainder of the Initial Term.

(3) *Termination by Subscriber during Initial Term.* During the Initial Term, if any amended Agreement implements an increase in the fees set forth in Section 4 or a decrease in the number of Documents that you may access per month as set forth in Section 3(c), you may terminate this Agreement and incur no further charges under the Agreement by providing written notice of termination to IEEE. Termination shall be effective at the conclusion of the calendar month during which IEEE receives notice of termination.

(4) *Termination by Subscriber after Initial Term.* You may terminate this Agreement for any reason and incur no further charges under the Agreement during the last month of the Initial Term or at any time during any Renewal Term, provided that you have fully paid all fees due under the Initial Term. To do so, you must send written notice of termination to IEEE not less than fifteen (15) business days prior to the end of the Initial Term or any Renewal Term. Termination shall be effective at the conclusion of the calendar month during which IEEE receives notice of termination.

(c) Events Upon Termination. Upon termination of this Agreement for any reason, you shall immediately cease to have access to or use of the MDL or the Filing Cabinet, including, but not limited to, all links stored in the Filing Cabinet.

7. NO WARRANTY. CONTENT IS PROVIDED TO YOU “AS IS” AND “WITH ALL FAULTS.” IEEE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: (A) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (B) ANY WARRANTY WITH RESPECT TO THE QUALITY, ACCURACY, CURRENCY OR COMPLETENESS OF CONTENT, OR THAT YOUR USE OF CONTENT WILL BE ERROR-FREE, UNINTERRUPTED, FREE FROM OTHER FAILURES OR WILL MEET YOUR REQUIREMENTS.

8. LIMITATION OF LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT IEEE IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION OR DATA CONTAINED IN CONTENT, AND IEEE SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM RELIANCE ON ANY SUCH INFORMATION OR DATA UNDER ANY CIRCUMSTANCES. IN NO EVENT SHALL IEEE BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS OCCASIONED BY OR RESULTING FROM ANY USE OF CONTENT, EVEN IF IEEE HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.

9. Export Control. You acknowledge that export laws and regulations of the United States and any other relevant local export laws and regulations may apply to Content. You agree that you are responsible for complying with all applicable export laws and regulations (including “deemed export” and “deemed re-export” regulations).

10. Notice. All notices to IEEE from you under this Agreement must be delivered via e-mail to ieeemdl-help@ieee.org or by U.S. mail to IEEE Contact Center, 445 Hoes Lane, Piscataway, NJ 08854, USA. All notices sent by IEEE to you under this Agreement may be delivered to your e-mail account on file with IEEE. Any notice sent by e-mail shall be deemed effective when sent. Any notice sent from you to IEEE via U.S. mail shall be deemed effective when received by IEEE.

11. Force Majeure. Any prevention of or delay in either party’s performance hereunder (except with respect to your payment obligations) due to labor disputes, acts of God, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond such party’s reasonable control shall excuse such party’s performance of its obligations hereunder for a period equal to the duration of any such prevention or delay.

12. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. The parties agree that any action, proceeding, controversy or claim between them arising out of or relating to this Agreement shall be brought in the

United States District Court for the Southern District of New York or, if federal jurisdiction is not available, in the Supreme Court of New York County, and each party hereby submits to the personal jurisdiction of such court with respect to such actions.

13. General. You may not assign, sublicense or delegate any right or obligation hereunder, by operation of law or otherwise, without the prior written consent of IEEE. This Agreement constitutes the final and entire agreement of the parties on the subject matter hereof and supersedes all previous and contemporaneous oral and written negotiations or agreements relating to such subject matter. The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. If any provision of this Agreement shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its unenforceability. Such provision shall be ineffective to the extent of its invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement.

IEEE MEMBER DIGITAL LIBRARY BASIC SUBSCRIBER AGREEMENT

BY COMPLETING THE CHECKOUT PROCESS WITH THE IEEE MEMBER DIGITAL LIBRARY BASIC (MDL-B) IN YOUR SHOPPING CART OR ACCESSING THE MDL-B, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT WITH RESPECT TO YOUR PURCHASE AND USE OF THE MDL-B. YOU AGREE TO SUBSCRIBE TO THE MDL-B FOR A MINIMUM INITIAL TWELVE (12)-MONTH TERM AND PAY ALL FEES DUE HEREUNDER. YOU MAY NOT TERMINATE THIS AGREEMENT DURING THE INITIAL TERM EXCEPT AS SET FORTH IN SECTION 6(b)(3).

IN ORDER TO BE AND REMAIN A SUBSCRIBER AND PREVENT SUSPENSION OF YOUR ACCESS TO THE MDL-B OR TERMINATION OF THIS AGREEMENT, YOU MUST BE AN IEEE MEMBER, AS DEFINED BELOW, AT ALL TIMES DURING THE TERM OF THIS AGREEMENT.

UPON COMPLETION OF THE CHECKOUT PROCESS, YOU WILL BE IMMEDIATELY CHARGED THE ACCESS FEE FOR THE FIRST MONTH OF SERVICE, AND THE PERIOD BETWEEN THAT DATE AND THE LAST DAY OF THAT CALENDAR MONTH SHALL CONSTITUTE YOUR FIRST MONTH OF SERVICE.

1. Definitions.

(a) "Document" means a single journal paper, transaction paper, magazine article or conference paper from the Content.

(b) "Effective Date" means the date you complete the checkout process for the MDL-B.

(c) "Filing Cabinet" means an electronic storage space provided by IEEE through which you may store and access links to Documents in accordance with the terms and conditions of this Agreement.

(d) "Content" means the IEEE journals, transactions, magazines and conference proceedings made available by IEEE as part of the MDL-B. Content shall not include IEEE standards or any content licensed to IEEE by third-party content providers.

(e) "IEEE Account" means the IEEE user account required for accessing IEEE online products and services, including the MDL-B. To register for an IEEE Account, go to <http://www.ieee.org/web/accounts/>.

(f) "IEEE Member" means a paid-up individual member of the IEEE, including student and life members, authenticated by IEEE as eligible to subscribe to and access the MDL-B. Affiliate members of an IEEE Society are not eligible to subscribe to the MDL-B.

2. Changes to This Agreement.

IEEE may at any time during the Initial Term or any Renewal Term, as defined in Section 6(a), amend this Agreement or modify the features, services or functions available or the fees charged for use of the MDL-B. Any amended terms will be made available online at <http://www.ieee.org/ieeemdl> and will be effective immediately upon posting by IEEE. By acknowledging acceptance of the amended terms or by using the MDL-B after the posting of any amendment by IEEE, you agree to be bound by the amended terms. If any amended terms during your Initial Term implements an increase in the access fees or a decrease in the number of Documents that you may access per month as set forth in Section 3(c), you may terminate the Agreement pursuant to Section 6(b)(3).

3. Grant of License.

(a) Authorized Uses. Subject to your payment of all applicable fees and material compliance with the terms and conditions of this Agreement, IEEE grants you a non-exclusive, non-transferable, limited license to access and use Content for your individual, non-commercial, scholarly and research purposes only as follows: (1) access, search, browse and view Documents; (2) download and print individual Documents; (3) store links to Documents in the Filing Cabinet; and (4) make a reasonable number of photocopies of a printed Document.

(b) Restrictions. Except as expressly permitted in this Agreement, you may not: (1) substantially or systematically download, reproduce, retain or redistribute the Content; (2) electronically distribute, via e-mail or otherwise, any Document; (3) abridge, modify, translate or create any derivative work based upon the Document without the prior written consent of IEEE; (4) display or otherwise make available any Content to anyone else, including, but not limited to, sharing your username and password with others; (5) sell, resell, rent, lease, license, sublicense, assign or otherwise transfer any rights granted under this Agreement, including, but not limited to, use of the Content for document delivery, fee-for-service or any other substantially similar commercial purpose; or (6) remove, obscure or modify in any way copyright notices, other notices or disclaimers that appear on any Document. The rights granted hereunder are non-transferable and granted to you as an individual, not to your company or employer.

(c) Monthly Allotment and Filing Cabinet. You may access up to three (3) Documents per calendar month ("Monthly Allotment"), for a total of thirty six (36) Documents during the Initial Term and any Renewal Cycle, as defined in Section 6(a). Links to Documents accessed may be stored in the Filing Cabinet. Any unused portion of your Monthly Allotment may be carried over to succeeding months during the Initial Term or any Renewal Cycle; provided, however, that all thirty six (36) Documents allotted for access during the Initial Term or any Renewal Cycle must be used before the expiration of the applicable Initial Term or Renewal Cycle during which they were allotted. UNUSED ACCESS TO ALLOTTED DOCUMENTS WILL NOT CARRY OVER FROM THE INITIAL TERM TO ANY RENEWAL CYCLE OR FROM ONE RENEWAL CYCLE TO ANOTHER RENEWAL CYCLE. You may access an unlimited number of articles from IEEE Spectrum Magazine, which will not count toward your Monthly Allotment, and links to those articles will not be stored in the Filing Cabinet. Any documents accessed that are part of your active IEEE electronic subscriptions based on IEEE Society business rules will not count towards your Monthly Allotment, and links to those articles will not be stored in the Filing Cabinet.

4. Fees.

(a) Monthly Fee. During the term of this Agreement, you will be charged the monthly access fee as posted during the sign-up process or as amended pursuant to this Agreement, regardless of whether you use the MDL-B or exhaust your Monthly Allotment. THE MONTHLY ACCESS FEE WILL BE IMMEDIATELY CHARGED ON THE EFFECTIVE DATE FOR THE FIRST MONTH OF SERVICE, AND THE PERIOD BETWEEN THE EFFECTIVE DATE AND THE LAST DAY OF THAT CALENDAR MONTH SHALL CONSTITUTE YOUR FIRST MONTH OF SERVICE. THE MONTHLY ACCESS FEE IS CONSIDERATION FOR RIGHTS OF ACCESS TO DOCUMENTS AS SET FORTH HEREIN DURING THE TERM OF THIS AGREEMENT, REGARDLESS OF THE NUMBER OF DOCUMENTS ACTUALLY ACCESSED. IF YOU FAIL TO ACCESS THE FULL NUMBER OF DOCUMENTS ALLOTTED DURING ANY MONTH, THE INITIAL TERM OR ANY RENEWAL CYCLE, NO PORTION OF THE ACCESS FEE SHALL BE REFUNDABLE OR OTHERWISE OWED TO YOU.

(b) Taxes and Other Costs. You are solely responsible for all costs associated with obtaining access to and use of the MDL-B, including, but not limited to, and any applicable sales, use, ad valorem or other taxes, and the costs for Internet service.

(c) Updated Payment Information. You must provide IEEE with prompt written notice of any changes to your credit card information, such as account number, expiration date or billing address. Failure to provide such information promptly may result in termination or suspension of your access to the MDL-B.

5. Intellectual Property Rights. You acknowledge and agree that all right, title and interest in and to the Content, including all copyright and other intellectual property rights under United States and international laws and treaties, remain with IEEE and its licensors.

6. Term and Termination.

(a) Term. Unless terminated sooner in accordance with Section 6(b), this Agreement shall continue in effect for a minimum initial term of twelve (12) calendar months (the "Initial Term") from the Effective Date. The Agreement shall automatically be renewed for additional, successive one (1)-month periods (each, a "Renewal Term") unless you give written notice of termination in accordance with Section 6(b)(4). Beginning the first month after the Initial Term, each contiguous twelve (12) months thereafter during the Renewal Terms shall constitute a "Renewal Cycle."

(b) Suspension and Termination. Notwithstanding anything herein to the contrary, IEEE may suspend your access to the MDL-B or terminate this Agreement as follows:

(1) *Suspension by IEEE*. IEEE may suspend your access to the MDL-B in the event that you: (a) breach or threaten to breach Section 3; (b) fail to make payment when due; or (c) cease being an IEEE Member (including any change in membership status to Affiliate). In the event that IEEE suspends your access pursuant to this Section 6(b)(1), IEEE will reactivate your access if you remedy in all material respects the reason for suspension within thirty (30) days after notice of suspension from IEEE. You shall be responsible for all fees due under this Agreement during any period of suspension.

(2) *Termination by IEEE*. Without prejudice to any other rights or remedies IEEE may have, IEEE may terminate this Agreement: (a) in the event you commit a material breach of this Agreement that is remediable but is not remedied within thirty (30) days of written notice from IEEE; (2) immediately upon written notice from IEEE if you commit any irremediable breach of this Agreement or repeat any breach that has previously been the subject of a notice under Section 6(b)(2)(a). In the event that IEEE terminates this Agreement in accordance with this Section 6(b)(2) during the Initial Term, you shall immediately incur a charge for the entire balance of all fees due for the remainder of the Initial Term.

(3) *Termination by Subscriber during Initial Term.* During the Initial Term, if any amended Agreement implements an increase in the fees set forth in Section 4 or a decrease in the number of Documents that you may access per month as set forth in Section 3(c), you may terminate this Agreement and incur no further charges under the Agreement by providing written notice of termination to IEEE. Termination shall be effective at the conclusion of the calendar month during which IEEE receives notice of termination.

(4) *Termination by Subscriber after Initial Term.* You may terminate this Agreement for any reason and incur no further charges under the Agreement during the last month of the Initial Term or at any time during any Renewal Term, provided that you have fully paid all fees due under the Initial Term. To do so, you must send written notice of termination to IEEE not less than fifteen (15) business days prior to the end of the Initial Term or any Renewal Term. Termination shall be effective at the conclusion of the calendar month during which IEEE receives notice of termination.

(c) Events Upon Termination. Upon termination of this Agreement for any reason, you shall immediately cease to have access to or use of the MDL-B or the Filing Cabinet, including, but not limited to, all links stored in the Filing Cabinet.

7. NO WARRANTY. CONTENT IS PROVIDED TO YOU “AS IS” AND “WITH ALL FAULTS.” IEEE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: (A) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (B) ANY WARRANTY WITH RESPECT TO THE QUALITY, ACCURACY, CURRENCY OR COMPLETENESS OF CONTENT, OR THAT YOUR USE OF CONTENT WILL BE ERROR-FREE, UNINTERRUPTED, FREE FROM OTHER FAILURES OR WILL MEET YOUR REQUIREMENTS.

8. LIMITATION OF LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT IEEE IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION OR DATA CONTAINED IN CONTENT, AND IEEE SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM RELIANCE ON ANY SUCH INFORMATION OR DATA UNDER ANY CIRCUMSTANCES. IN NO EVENT SHALL IEEE BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS OCCASIONED BY OR RESULTING FROM ANY USE OF CONTENT, EVEN IF IEEE HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.

9. Export Control. You acknowledge that export laws and regulations of the United States and any other relevant local export laws and regulations may apply to Content. You agree that you are responsible for complying with all applicable export laws and regulations (including “deemed export” and “deemed re-export” regulations).

10. Notice. All notices to IEEE from you under this Agreement must be delivered via e-mail to ieeemdl-help@ieee.org or by U.S. mail to IEEE Contact Center, 445 Hoes Lane, Piscataway, NJ 08854, USA. All notices sent by IEEE to you under this Agreement may be delivered to your e-mail account on file with IEEE. Any notice sent by e-mail shall be deemed effective when sent. Any notice sent from you to IEEE via U.S. mail shall be deemed effective when received by IEEE.

11. Force Majeure. Any prevention of or delay in either party’s performance hereunder (except with respect to your payment obligations) due to labor disputes, acts of God, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond such party’s reasonable control shall excuse such party’s performance of its obligations hereunder for a period equal to the duration of any such prevention or delay.

12. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. The parties agree that any action, proceeding, controversy or claim between them arising out of or relating to this Agreement shall be brought in the United States District Court for the Southern District of New York or, if federal jurisdiction is not available, in the Supreme Court of New York County, and each party hereby submits to the personal jurisdiction of such court with respect to such actions.

13. General. You may not assign, sublicense or delegate any right or obligation hereunder, by operation of law or otherwise, without the prior written consent of IEEE. This Agreement constitutes the final and entire agreement of the parties on the subject matter hereof and supersedes all previous and contemporaneous oral and written negotiations or agreements relating to such subject matter. The failure of either party to require strict performance

by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. If any provision of this Agreement shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its unenforceability. Such provision shall be ineffective to the extent of its invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement.

IEEE XPLORE FLEX SUBSCRIBER AGREEMENT

BY COMPLETING THE CHECKOUT PROCESS WITH IEEE XPLORE FLEX IN YOUR SHOPPING CART OR ACCESSING IEEE XPLORE FLEX, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT WITH RESPECT TO YOUR PURCHASE AND USE OF IEEE XPLORE FLEX. YOU AGREE TO SUBSCRIBE TO IEEE XPLORE FLEX FOR A MINIMUM INITIAL ONE (1)-MONTH TERM AND PAY ALL FEES DUE HEREUNDER. YOU MAY NOT TERMINATE THIS AGREEMENT DURING THE INITIAL TERM EXCEPT AS SET FORTH IN SECTION 6(b)(3).

IN ORDER TO BE AND REMAIN A SUBSCRIBER AND PREVENT SUSPENSION OF YOUR ACCESS TO IEEE XPLORE FLEX OR TERMINATION OF THIS AGREEMENT, YOU MUST BE AN IEEE YOUNG PROFESSIONAL MEMBER, AS DEFINED BELOW, AT ALL TIMES DURING THE TERM OF THIS AGREEMENT.

UPON COMPLETION OF THE CHECKOUT PROCESS, YOU WILL BE IMMEDIATELY CHARGED THE ACCESS FEE FOR THE FIRST MONTH OF THE INITIAL TERM, AND THE PERIOD BETWEEN THAT DATE AND THE LAST DAY OF THAT CALENDAR MONTH SHALL CONSTITUTE YOUR FIRST MONTH OF SERVICE.

1. Definitions.

(a) "Document" means a single journal paper, transaction paper, magazine article or conference paper from the Content.

(b) "Effective Date" means the date you complete the checkout process for IEEE Xplore Flex.

(c) "Filing Cabinet" means an electronic storage space provided by IEEE through which you may store and access links to Documents in accordance with the terms and conditions of this Agreement.

(d) "Content" means the IEEE journals, transactions, magazines and conference proceedings made available by IEEE as part of IEEE Xplore Flex. Content shall not include IEEE standards or any content licensed to IEEE by third-party content providers.

(e) "IEEE Account" means the IEEE user account required for accessing IEEE online products and services, including IEEE Xplore Flex. To register for an IEEE Account, go to <http://www.ieee.org/web/accounts/>.

(f) "IEEE Young Professional Member" means a paid-up individual member of the IEEE, who obtained their first degree within the last fifteen (15) years and is not a student or graduate student member, authenticated by IEEE as eligible to subscribe to and access IEEE Xplore Flex.

2. Changes to This Agreement.

IEEE may at any time during the Initial Term or any Renewal Term, as defined in Section 6(a), amend this Agreement or modify the features, services or functions available or the fees charged for use of IEEE Xplore Flex. By acknowledging acceptance of the amended terms or by using IEEE Xplore Flex after the amendment by IEEE, you agree to be bound by the amended terms. If any amended terms during your Initial Term implements an increase in the access fees or a decrease in the number of Documents that you may access per month as set forth in Section 3(c), you may terminate the Agreement pursuant to Section 6(b)(3).

3. Grant of License.

(a) Authorized Uses. Subject to your payment of all applicable fees and material compliance with the terms and conditions of this Agreement, IEEE grants you a non-exclusive, non-transferable, limited license to access and use Content for your individual, non-commercial, scholarly and research purposes only as follows: (1) access, search, browse and view Documents; (2) download and print individual Documents; (3) store links to Documents in the Filing Cabinet; and (4) make a reasonable number of photocopies of a printed Document.

(b) Restrictions. Except as expressly permitted in this Agreement, you may not: (1) substantially or systematically download, reproduce, retain or redistribute the Content; (2) electronically distribute, via e-mail or otherwise, any Document; (3) abridge, modify, translate or create any derivative work based upon the Document without the prior written consent of IEEE; (4) display or otherwise make available any Content to anyone else, including, but not limited to, sharing your username and password with others; (5) sell, resell, rent, lease, license, sublicense, assign or otherwise transfer any rights granted under this Agreement, including, but not limited to, use of the Content for document delivery, fee-for-service or any other substantially similar commercial purpose; or (6) remove, obscure or modify in any way copyright notices, other notices or disclaimers that appear on any

Document. The rights granted hereunder are non-transferable and granted to you as an individual, not to your company or employer.

(c) Monthly Allotment and Filing Cabinet. You may access up to five (5) Documents per calendar month ("Monthly Allotment"), for a total of five (5) Documents during the Initial Term and any Renewal Term, as defined in Section 6(a). Links to Documents accessed may be stored in the Filing Cabinet. UNUSED ACCESS TO ALLOTTED DOCUMENTS WILL NOT CARRY OVER FROM THE INITIAL TERM TO ANY RENEWAL TERM OR FROM ONE RENEWAL TERM TO ANOTHER RENEWAL TERM. Any documents accessed that are part of your active IEEE electronic subscriptions based on IEEE Society business rules will not count towards your Monthly Allotment, and links to those articles will not be stored in the Filing Cabinet.

4. Fees.

(a) Monthly Fee. During the term of this Agreement, you will be charged the monthly access fee as posted during the sign-up process or as amended pursuant to this Agreement, regardless of whether you use IEEE *Xplore* Flex or exhaust your Monthly Allotment. THE MONTHLY ACCESS FEE WILL BE IMMEDIATELY CHARGED ON THE EFFECTIVE DATE FOR THE FIRST MONTH OF SERVICE, AND THE PERIOD BETWEEN THE EFFECTIVE DATE AND THE LAST DAY OF THAT CALENDAR MONTH SHALL CONSTITUTE YOUR FIRST MONTH OF SERVICE. THE MONTHLY ACCESS FEE IS CONSIDERATION FOR RIGHTS OF ACCESS TO DOCUMENTS AS SET FORTH HEREIN DURING THE TERM OF THIS AGREEMENT, REGARDLESS OF THE NUMBER OF DOCUMENTS ACTUALLY ACCESSED. IF YOU FAIL TO ACCESS THE FULL NUMBER OF DOCUMENTS ALLOTTED DURING ANY MONTH, THE INITIAL TERM OR ANY RENEWAL CYCLE, NO PORTION OF THE ACCESS FEE SHALL BE REFUNDABLE OR OTHERWISE OWED TO YOU.

(b) Taxes and Other Costs. You are solely responsible for all costs associated with obtaining access to and use of IEEE *Xplore* Flex, including, but not limited to, and any applicable sales, use, ad valorem or other taxes, and the costs for Internet service.

(c) Updated Payment Information. You must provide IEEE with prompt written notice of any changes to your credit card information, such as account number, expiration date or billing address. Failure to provide such information promptly may result in termination or suspension of your access to IEEE *Xplore* Flex.

5. Intellectual Property Rights. You acknowledge and agree that all right, title and interest in and to the Content, including all copyright and other intellectual property rights under United States and international laws and treaties, remain with IEEE and its licensors.

6. Term and Termination.

(a) Term. Unless terminated sooner in accordance with Section 6(b), this Agreement shall continue in effect for a minimum initial term of one (1) calendar month (the "Initial Term") from the Effective Date. The Agreement shall automatically be renewed for additional, successive one (1)-month periods (each, a "Renewal Term") unless you give written notice of termination in accordance with Section 6(b)(4).

(b) Suspension and Termination. Notwithstanding anything herein to the contrary, IEEE may suspend your access to IEEE *Xplore* Flex or terminate this Agreement as follows:

(1) *Suspension by IEEE*. IEEE may suspend your access to IEEE *Xplore* Flex in the event that you: (a) breach or threaten to breach Section 3; (b) fail to make payment when due. In the event that IEEE suspends your access pursuant to this Section 6(b)(1), IEEE will reactivate your access if you remedy in all material respects the reason for suspension within thirty (30) days after notice of suspension from IEEE. You shall be responsible for all fees due under this Agreement during any period of suspension.

(2) *Termination by IEEE*. Without prejudice to any other rights or remedies IEEE may have, IEEE may terminate this Agreement: (a) in the event you commit a material breach of this Agreement that is remediable but is not remedied within thirty (30) days of written notice from IEEE; (2) immediately upon written notice from IEEE if you commit any irreparable breach of this Agreement or repeat any breach that has previously been the subject of a notice under Section 6(b)(2)(a); (3) cease being an IEEE Young Professional Member. In the event that IEEE terminates this Agreement in accordance with this Section 6(b)(2) during the Initial Term, you shall immediately incur a charge for the entire balance of all fees due for the remainder of the Initial Term.

(3) *Termination by Subscriber during Initial Term or any Renewal Term*. During the Initial Term or any Renewal Term, if any amended Agreement implements an increase in the fees set forth in Section 4 or a decrease in the number of Documents that you may access per month as set forth in Section 3(c), you may terminate this Agreement and incur no further charges under the Agreement by providing written notice of

termination to IEEE. Termination shall be effective at the conclusion of the calendar month during which IEEE receives notice of termination.

(c) Events Upon Termination. Upon termination of this Agreement for any reason, you shall immediately cease to have access to or use of IEEE *Xplore* Flex or the Filing Cabinet, including, but not limited to, all links stored in the Filing Cabinet.

7. NO WARRANTY. CONTENT IS PROVIDED TO YOU “AS IS” AND “WITH ALL FAULTS.” IEEE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: (A) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (B) ANY WARRANTY WITH RESPECT TO THE QUALITY, ACCURACY, CURRENCY OR COMPLETENESS OF CONTENT, OR THAT YOUR USE OF CONTENT WILL BE ERROR-FREE, UNINTERRUPTED, FREE FROM OTHER FAILURES OR WILL MEET YOUR REQUIREMENTS.

8. LIMITATION OF LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT IEEE IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION OR DATA CONTAINED IN CONTENT, AND IEEE SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM RELIANCE ON ANY SUCH INFORMATION OR DATA UNDER ANY CIRCUMSTANCES. IN NO EVENT SHALL IEEE BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS OCCASIONED BY OR RESULTING FROM ANY USE OF CONTENT, EVEN IF IEEE HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.

9. Export Control. You acknowledge that export laws and regulations of the United States and any other relevant local export laws and regulations may apply to Content. You agree that you are responsible for complying with all applicable export laws and regulations (including “deemed export” and “deemed re-export” regulations).

10. Notice. All notices to IEEE from you under this Agreement must be delivered via e-mail to ieeemdl-help@ieee.org or by U.S. mail to IEEE Contact Center, 445 Hoes Lane, Piscataway, NJ 08854, USA. All notices sent by IEEE to you under this Agreement may be delivered to your e-mail account on file with IEEE. Any notice sent by e-mail shall be deemed effective when sent. Any notice sent from you to IEEE via U.S. mail shall be deemed effective when received by IEEE.

11. Force Majeure. Any prevention of or delay in either party’s performance hereunder (except with respect to your payment obligations) due to labor disputes, acts of God, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond such party’s reasonable control shall excuse such party’s performance of its obligations hereunder for a period equal to the duration of any such prevention or delay.

12. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. The parties agree that any action, proceeding, controversy or claim between them arising out of or relating to this Agreement shall be brought in the United States District Court for the Southern District of New York or, if federal jurisdiction is not available, in the Supreme Court of New York County, and each party hereby submits to the personal jurisdiction of such court with respect to such actions.

13. General. You may not assign, sublicense or delegate any right or obligation hereunder, by operation of law or otherwise, without the prior written consent of IEEE. This Agreement constitutes the final and entire agreement of the parties on the subject matter hereof and supersedes all previous and contemporaneous oral and written negotiations or agreements relating to such subject matter. The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. If any provision of this Agreement shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its unenforceability. Such provision shall be ineffective to the extent of its invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement.