THE JOURNAL OF BONE AND JOINT SURGERY, INC.

20 Pickering Street, Needham, MA 02492-3157, USA



Video License Agreement (For Videos Supplementing Written Works)

This Video License Agreement ("Video Agreement") supplements the Copyright Transfer and Author Agreement ("Author Agreement") between the undersigned "Author(s)" and The Journal of Bone and Joint Surgery, Inc. ("JBJS, Inc."). Capitalized terms used herein that are defined in the Author Agreement shall have the same meanings herein as in the Author Agreement.

1. The Author(s) are providing and/or will provide to JBJS, Inc., in connection with the Author(s)' submission of the Work to JBJS, Inc., digital or electronic copies of the video materials described below by title and content (the "Videos"), for review, display, publication and use by JBJS, Inc. in connection with and in consideration of JBJS, Inc.'s review, editing and/or publication of the Work, all as provided herein. The Author(s) shall cooperate with JBJS, Inc., as JBJS, Inc. may reasonably request, to effect the delivery or transmission of the Videos to JBJS, Inc., including as to format, procedure and timing.

Open Reduction and Internal Screw Fixation of Transitional Ankle Fractures in Adolescents
[Describe Video(s) by Title, Content and Duration]

AUTHORS: PLEASE READ CAREFULLY - YOU MUST BE CERTAIN THAT YOU HAVE THE RIGHT AND AUTHORITY TO PERMIT JBJS, INC. TO DISPLAY AND USE THE VIDEOS AS PROVIDED IN THIS AGREEMENT. CALL JBJS, INC.'S EDITORIAL OFFICE BEFORE SIGNING IF YOU HAVE ANY QUESTIONS.

- 2. Each of the Author(s) hereby grants to JBJS, Inc. and its affiliates and licensees the nonexclusive royalty-free, transferable (by assignment, license or otherwise), irrevocable right and license, for the entire terms of the copyrights in the Videos, to create derivative works from the Videos and to use, display, reproduce, publish, transmit, distribute, and perform the Videos (and derivative works thereof), in whole or in part, and all pictures, descriptions and accounts thereof, on JBJS, Inc.'s internet website at www.jbjs.org and otherwise in any and all formats and media (whether now in existence or known or hereafter created, used or known), throughout the world and in all languages, in connection with JBJS, Inc.'s exercise of its rights with respect to the Work, and otherwise in connection with JBJS, Inc.'s products, services, and business (including but not limited to all re-printings, re-publications, revised or subsequent editions, and derivative works of any and all publications of JBJS, Inc.) and the marketing, advertising and promotion of JBJS, Inc. and/or its products, services and business.
- 3. Each of the Author(s) hereby represents, warrants and covenants that: (i) each of the Author(s) has reviewed and approved the Videos, and the Videos are accurate, unaltered pictures and films of the content, events and materials displayed therein; (ii) each of the Author(s) has the right to grant to JBJS, Inc. the rights and licenses provided herein, and has not entered into or agreed to enter into, and the Videos are not subject to, any agreement, arrangement or restriction in conflict or inconsistent with this Video Agreement, and the Author(s) shall not do so nor so allow the Videos; (iii) the Videos are not libelous or slanderous, and the publication and display of the Videos by JBJS, Inc., and JBJS, Inc.'s exercise of its rights hereunder, shall not infringe or misappropriate any copyright, trade secret, right to privacy, proprietary, personal or any other rights of any person or entity; (iv) any and all necessary approvals, consents, waivers or

permissions from third parties (including but not limited to any persons shown or otherwise appearing in the Videos, and persons involved in filming or creating the Videos), in connection with the Videos and their publication and use by JBJS, Inc. as provided herein, have been obtained, and the Author(s) will deliver copies of the same to JBJS, Inc. upon its request. JBJS, Inc. shall have the right to use (and to permit others to use) the Data provided to JBJS, Inc. pursuant to the Author Agreement in reviewing and/or editing or publishing or using the Videos as provided herein and for any other purpose other than the creation or publishing of any other work based exclusively on the Data.

- 4. Each of the Author(s) hereby releases and shall indemnify and hold harmless JBJS, Inc. and its successors, assigns, licensees, officers, directors, employees, and their respective heirs and representatives from and against any and all liabilities, losses, damages and expenses arising out of any claims of any kind that may be asserted against any of them based in whole or in part on any breach of the Author(s)' representations or warranties herein or on the Videos or anything contained in the Videos, including but not limited to any claims for copyright infringement or violation of any rights of privacy or publicity.
- 5. Nothing in this Video Agreement shall constitute any promise by or obligation of JBJS, Inc. to publish the Videos, or any portions thereof, at any time or for any period of time on JBJS, Inc.'s website or in any other video or electronic publication of JBJS, Inc. In no event shall JBJS, Inc. have any obligation to return to any Author(s) the copies of the Videos provided to JBJS, Inc. or any other copy(ies) or embodiment(s) of the Videos or the Data provided to JBJS, Inc. by the Author(s) or made by JBJS, Inc.
- 6. This Video Agreement shall be governed by Massachusetts law. In the unlikely event that the parties hereto are unable amicably to resolve any dispute arising under or in connection with this Agreement, such dispute shall be adjudicated in an appropriate state or federal court in Boston, Massachusetts.

NOTE: Handwritten, DocuSigned, digitally verified Adobe, or similar signatures only. Digital signatures must display certification if printed. No other form of electronic or stamped signature is acceptable.

Signature	
Name (please print) Jaime Denning, MD	
Date 10/26/2020 A	
Signature Signature	
Name (please print) Shivani Gohel	
Date 10/26/2020	
Signature A-Apha	
Name (please print) Alexandre Arkader	
Date10/26/2020	
Signature	
Name (please print)	
Date	
Signature	
Name (please print)	
Date	
Signature	
Name (please print)	
Date	

Please upload this form with your submission online or scan and email to editorial@jbjs.org.