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AIP PUBLISHING LLC

AND

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In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Subject of the Agreement, Content of Licensed Materials; Grant of License

1. Subject of the Agreement. The subject of this Agreement is to define conditions of cooperation and rights and duties of the contracting parties while providing Licensed Materials as are defined hereunder.

2. Licensed Materials. The materials (the "Licensed Materials") that are the subject of this Agreement are set forth in Appendix A.

3. AIP warrants that this Agreement applies to its own titles and to the titles of other Publishers listed in Appendix A, for whom AIP acts as agent for the purposes of this Agreement.

4. Grant of License. The Licensee warrants that it is authorized to act on behalf of the Participating Institutions with regard to this Agreement and stipulates that all terms and conditions of this Agreement are accepted by the individual Participating Institutions, who acknowledge that they are individually responsible for enforcing the terms and conditions set forth herein, whether or not they have individually signed this Agreement or a user license agreement for single institutions. The Licensor entitles Licensee to access and use the Licensed Materials, and to provide the Licensed Materials to Authorized Users (which are defined in Section IV below) of the Participating

Institutions (which are listed in the Appendix B) in accordance with the terms of this Agreement.

5. Ownership of Intellectual Property. Nothing in this Agreement shall be interpreted to transfer ownership of any copyright, trademarks or service marks from the Licensor or its suppliers to the Licensee, Participating Institutions, or Authorized Users.

II. Delivery & Access

1. Licensor will provide the Licensed Materials to the Licensee and to the Participating Institutions in the following manner:

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1. Fees and Payment. Licensee shall pay Licensor for the Licensed Materials pursuant to the terms set forth in Appendix A.

2. Incomplete Payment. The Licensee may cover the invoice partially if a Participating Institution did not provide its financial contribution in time. In the event of such incomplete payment, Licensee will notify Licensor of the intended difference no less than ten (10) days prior to the due date. Licensor may suspend the IP addresses of such Participating institution until the license fee is completely paid. In such case the Licensee is not in delay with the payment.

3. Changes of number of Participating Institutions listed in Appendix B. In case any Participating institution shall lose its status as Participating Institution or in case any new scientific (or similar) institution shall reveal its intent to become a Participating Institution Licensor shall enter into negotiation with Licensee to amend this Agreement and to renegotiate the amount of Fees.

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1. Authorized Users. "Authorized Users" are:

1.1. Persons Affiliated with the Licensee and the Participating Institutions. Full and part time employees and self-employed persons (including faculty, staff) of Licensee and Participating Institutions and students of Licensee and Participating Institutions, and registered users in case of public or research libraries, regardless of the physical location of such persons. For authorized sites of the Licensee and the Participating Institutions, see Appendix B.



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1.3. The Licensee and Participating Institutions will exercise reasonable vigilance and shall be responsible for all access control and security measures necessary to ensure that the Participating Institutions' IP addresses are not used by anyone other than Authorized Users. The Licensee and the Participating Institutions warrant and represent that common and reasonable methods will be used to inform Authorized Users of general terms and conditions for the use of the Licensed Material that are consistent with this Agreement. Furthermore, the Licensee and the Participating Members will make every attempt to enforce the terms of this Agreement upon receiving information from AIP or any other source that reasonably indicates that one or more Authorized Users is in violation of the terms of this Agreement.

2. Access by and Authentication of Authorized Users.

Authorized Users of the Licensee and the Participating Institutions shall be granted access to the Licensed Materials pursuant to the following:

2.1. IP Addresses. Authorized Users shall be identified and authenticated by the use of Internet Protocol ("IP") addresses provided by Licensee to Licensor. The use of proxy servers is authorized as long as any proxy server IP addresses provided limited remote or off-campus access to Authorized Users, and not Walk-In Users. Authorized IP Addresses are listed in Appendix C. An updated list will be sent to Licensor on an annual or as needed basis. Licensee and Licensor shall cooperate in the implementation of Shibboleth authentication during the term of this Agreement.

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5.1. **Unlimited Access.** Subject to the terms of this Agreement, Licensee, Participating Institutions and their Authorized Users shall have unlimited and simultaneous user access to the Licensed Materials.

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1. **Notification and Cure of Unauthorized Use.** In the event the Licensee and/or any of the Participating Institutions has notice of an unauthorized use of the Licensed Materials and cannot promptly remedy it, the Licensee or Participating Institution shall promptly notify the Licensor. In the event the Licensor has notice of unauthorized use of the Licensed Materials, the Licensor will promptly notify Licensee and respective Participating Institution.



2. In the case of unauthorized use which is causing serious and immediate material harm to the Licensor, Licensor may suspend such offending individual Authorized User's access to the Licensed Materials (e.g. by blocking an individual user's IP address), provided that Licensor immediately notifies the Licensee Participating Institution of any such suspension, including the reason for the block and any supporting details. Such suspensions will be of the shortest duration possible sufficient to terminate the alleged unauthorized activity and prevent its resumption. Any unauthorized use that is considered a breach of obligations under this Agreement shall be subject to Section XI, below, including the cure period.

VII. Licensor Performance Obligations

1. The Licensor will use reasonable efforts to ensure that its performance will meet or exceed industry standards and practices. Additionally, the Licensor agrees to the following performance standards.

2. Availability of Licensed Materials. Upon the Effective Date of this Agreement, Licensor will make the Licensed Materials available to the Licensee, the Participating Institutions and Authorized Users.

3. Discovery of Licensed Materials. Licensor shall make the reasonable efforts to make the Licensed Materials available through Licensee's and/or Participating Institutions' Discovery Service System(s) for indexing and discovery purposes, provide to Licensee's and/or Participating Institutions' discovery service vendors on an ongoing basis the citation and complete descriptive metadata (including all subject headings, abstracts, and keywords), and full-text content necessary to facilitate optimal discovery and accessibility of the content for the benefit of Licensee, Participating Institutions and Authorized Users. Discovery Service Systems are defined as user interface and search systems for discovering and displaying content from local, database and web-based sources. Licensor reserves the right to withhold all data from third-party services with which it does not have a valid, current contract for the delivery and use of such materials

4. Persistent Linking. Licensor will make reasonable efforts to comply with the most current version of the OpenURL standard (ANSI/NISA Z39.88), and will provide a mechanism for persistent links to content.

5. Documentation. Licensor will provide complete and up-to-date help and operational documentation for Licensee, Participating Institutions and Authorized Users in an electronic format. Such documentation may be provided by means of the Licensor's online system and/or system for administrators.

6. Support. Licensor will provide activation and installation support, including assisting Licensee, Participating Institutions and Authorized Users with the implementation of any Licensor software. Licensor will offer reasonable levels of continuing support to assist Licensee, Participating Institutions and Authorized Users in use of the Licensed Materials. Licensor will make its personnel available by email



██████████ and/or phone ██████████ during cross section of Licensor's and Licensee's and/or Participating Institutions' regular business hours, Monday through Friday, for feedback, problem-solving, or general questions and will respond in a timely manner. If there is a change of a contact for support, the Licensor is obliged to notice Licensee and Participating Institutions of such change. Change is effective by the delivery of the notice to the Licensee and Participating Institutions.

7. Training. Licensor, upon agreement and in reasonable quantity, will provide to Licensee, Participating Institutions and Authorized Users appropriate on site or online training related to the use of the Licensed Materials and any Licensor software. Licensor also will provide additional training to Licensee and Participating Institutions staff if made necessary by any updates or modifications to the Licensed Materials or any Licensor software.

8. Updates. Licensor will enable regular system and project updates to Licensee and Participating Institutions as they become available. No additional fee shall be charged for updates.

9. Quality of Service. Licensor shall use reasonable efforts to ensure that the Licensor's server or servers have sufficient capacity and rate of connectivity to provide the Licensee, Participating Institutions and their Authorized Users with a quality of service comparable to current standards in the on-line information provision industry in the Licensee's and Participating Institutions locale. Licensor shall use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up-time per month. The 2% down-time includes periodic unavailability due to server maintenance; software installation or testing; loading or making available additional Licensed Materials as they become available; and unavailability because of service or equipment failure outside the control of Licensor (including problems with public or private telecommunications services, or Internet nodes or facilities). Licensor may schedule brief unavailability periods provided (1) it will use commercially reasonable effort to give at least forty-eight (48) hour notice to Licensee, and (2) in ways and at times that minimize inconvenience to Licensee, Participating Institutions and its Authorized Users, regardless of when notice has been given.

10. Problems with Licensed Materials. If the Licensed Materials fail to operate, display, load, or render in conformance with the terms of this Agreement, Licensee or Participating Institution shall immediately notify Licensor, and Licensor shall promptly use best efforts to restore access to the Licensed Materials as soon as possible. In the event that the non-conformity materially affects the Licensee's, Participating Institutions' or Authorized Users' use of the Licensed Materials, and Licensor fails to repair the nonconformity within five (5) business days, Licensor shall reimburse Licensee for such problems in an amount that is proportional to the Fees annually paid by Licensee under this Agreement. Licensor may transfer access to the Licensed Materials to a third-party service during the period of non-conformity, in lieu of reimbursement.

11. Transfer or Acquisition of Titles. If any portion of the Licensed Materials is transferred to or acquired from another party, Licensor shall use commercially reasonable efforts to ensure that neither Licensee nor the Participating Institutions lose

access to content subject to this Agreement as a result of the transfer or acquisition. Any archival and perpetual access rights that have been granted shall be honored, whether the Licensor is acting as the transferring or acquiring party. If Licensor is transferring any portion of the Licensed Materials to another party, Licensor will use commercially reasonable efforts to assign all rights and obligations to the assignee. If Licensor is acquiring works that become subject to this Agreement, Licensor will use commercially reasonable efforts to acquire the rights to perform under this Agreement, including but not limited to perpetual access rights. Licensor agrees to use commercially reasonable efforts to communicate with the party from which it is acquiring works to exchange such relevant payment and rights information. For journal titles, Licensor will comply with the NISO Transfer Code of Practice.

12. Notification of Modifications of Licensed Materials. From time to time Licensor may add, change, or modify portions of the Licensed Materials, or migrate the Licensed Materials to other formats. When such changes, modifications, or migrations occur, the Licensor shall give notice of any such changes to Licensee as soon as is practicable, but in no event less than thirty (30) days in advance of modification. If any of the changes, modifications, or migrations renders the entirety of the Licensed Materials substantially less useful to the Licensee, the Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement in Section XI, below.

13. Withdrawal of Licensed Materials. Licensor reserves the right to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable. Licensor shall give written notice of the withdrawal to the Licensee as soon as is practicable, , specifying the item or items to be withdrawn.

14. If any such withdrawal renders the Licensed Materials substantially less useful to Licensee, the Participating Institutions or their Authorized Users, Licensor shall reimburse Licensee for the withdrawal in an amount proportional to the total Fees owed by Licensee for the Licensed Materials under this Agreement, pro-rated to cover the period for which payment has already been made and access is withdrawn. If any such withdrawal renders the entirety of the Licensed Materials substantially less useful to Licensee, the Participating Institutions or their Authorized Users, Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions in Section XI, below.

19. Itemized Holdings/Title List. The Licensor will provide to the Licensee, prior to the beginning of the calendar year, a current itemized holdings report that specifies the titles included in the Licensed Materials for the next subscription term. Licensor will use reasonable efforts to update itemized holdings reports as soon as is practicable when holdings information changes, and will provide this information to Discovery Service Systems in a timely manner and to Licensee on request, pursuant to VII(3). If the Licensed Materials include content covered by the NISO Knowledge Bases And Related Tools (KBART) Recommended Practice, Licensor will provide itemized holdings lists for the Licensed Materials in KBART-compliant format.



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21. Licensor shall not provide Licensee's usage statistics in any form to any third party without the Licensee's written authorization, unless the third party owns rights in the Licensed Materials or **Licensor requires confidential sharing of data with business partners for internal purposes.** Licensor shall not provide usage statistics of any Participating Institution in any form to any third party with the exception of the Licensee without the Participating Institution's written authorization, unless the third party owns rights in the Licensed Materials, or **Licensor requires confidential sharing of data with business partners for internal purposes.** In all cases, the disclosure of such data shall fully protect the anonymity of individual users and the confidentiality of their searches, and will comply with all applicable privacy laws. The Licensor shall not disclose or sell to other parties usage data or information about the Licensee, any Participating Institution or their Authorized Users without the Licensee's and/or Participating Institution's written permission or as required by law.

22. Confidentiality of Personally Identifiable Information. The Licensor agrees that no personally identifiable information, including but not limited to log-ins recorded in system logs, IP addresses of patrons accessing the system, saved searches, any identification data, usernames and passwords, will be shared with third parties, except in response to a court order, or other legal requirement. If Licensor is compelled by law or court order to disclose personally identifiable information of Authorized Users of patterns of use, Licensor shall provide the Licensee with adequate prior written notice as soon as is practicable, so that Licensee, Participating Institution or Authorized Users may seek protective orders or other remedies. Licensor will notify Licensee and Authorized Users as soon as is practicable if the Licensor's systems are breached and the confidentiality of personally identifiable information is compromised.

23. Notice of the Use of Digital Rights Management Technology. In the event that Licensor utilizes or implements any type of digital rights management (DRM) technology to control the access to or usage of the Licensed Materials, Licensor will provide to Licensee a description of the technical specifications of the DRM and how it impacts access to or usage of the Licensed Materials. In no event may such Digital Rights Management Technology be used in such a way as to limit the usage rights of a Licensee or any Authorized User as specified in this Agreement. If the use of DRM renders the entirety of the Licensed Materials substantially less useful to the Licensee, the Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement in Section XI, below.

24. Use of Digital Watermarking Technology. In the event that Licensor utilizes any type of watermarking technology for any element of the Licensed Materials, Licensor agrees that watermarks will not reduce readability of content and will not degrade image quality. These watermarks shall not contain user-related information, including but not limited to an account number, IP address, and usernames. If digital watermarking technology is implemented, Licensor will notify Licensee at least thirty (30) days in advance of implementation, and Licensor will provide the technical specifications for the technology used. If the use of the watermarking technology renders the Licensed Materials substantially less useful to the Licensee, the Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement in Section XI, below.

25. Interoperability with Prevailing Web Browsers. Licensor will use commercially reasonable efforts to ensure that the Licensed Materials are accessible and interoperable with prevailing web browsers and internet access tools, including, at a minimum, the most recent two major versions (current version and one version prior) and all the associated releases for those versions.

26. Branding. If commercially reasonably possible, Licensor will provide Licensee and the Participating Institutions the option to brand the Licensor's Platform with the name of the Licensee and/or Participating Institutions Sites at Licensee's discretion.

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1. License Terms Notification. Licensee shall secure that Participating Institutions will use reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement.

2. Protection from Unauthorized Use. Licensee shall secure that Participating Institutions will use reasonable efforts to restrict access to the Licensed Materials to Authorized Users.

3. Maintaining Confidentiality of Access Passwords. Where access to the Licensed Materials is to be controlled by use of passwords, Licensee shall secure that Participating Institutions will use reasonable efforts to inform Authorized Users that they should not divulge their numbers and passwords to any third party. Licensee shall secure that Participating Institutions will also use reasonable efforts to maintain the confidentiality of any institutional passwords provided by Licensor. The provision of access credentials to unauthorized users shall be considered a breach and subject the **breaching Participating Institutions** to termination.

4. The Licensee undertakes to ensure and guarantee that Participating institutions shall comply with the terms of this Agreement and shall use the Licensed Materials in accordance with the license terms set out in this Agreement and shall observe their duties set out in this Agreement. The Licensee undertakes to ensure that the

Participating institutions shall secure following the license terms by the end/Authorized Users.

IX. Term

1. This Agreement shall become valid and effective on the date of its execution by both of the parties (the “Effective Date”).
2. This Agreement shall be in effect from the Effective Date through the expiration date as set out in Appendix A unless terminated earlier in accordance with the provisions in Section XI.

X. Renewal

1. This Agreement shall be renewable at the end of the current term for a successive two (2) years term unless either party gives written notice of its intention to cancel ninety (90) days before expiration of the current term. Licensor shall provide Licensee with renewal quotes of all Licensed Materials and for all Participating Institutions no less than ninety (90) days prior to the end of the current term (31.12.2020)..

XI. Early Termination

1. Early Termination for Financial Hardship. The Licensee may terminate this Agreement without penalty after 31 December 2020 if sufficient content acquisitions funds are not allocated to enable the Licensee and/or Participating Institutions, in the exercise of its reasonable administrative discretion, to continue this Agreement. In the event of such financial circumstances, Licensee will notify Licensor of the intent to terminate the Agreement as soon as is reasonably possible, but in any case, no less than thirty (30) days prior to next payment date, and this transaction shall terminate on the last day of the subscription period for which payment has been made without penalty of expense to the Licensee of any kind whatsoever, except as to the portions of payments herein agreed for which funds shall have been appropriated and budgeted or otherwise available. In the event of such termination the Licensee and Participating Institutions shall maintain their perpetual right to materials licensed under the subscription periods for which it has fully paid, subject to Section XII.

2. Termination for Breach. If either party believes that the other has materially breached any obligations under this Agreement, such party shall so notify the breaching party in writing with a detailed description of the breach. The breaching party shall have ten (10) days from the receipt of notice to use all reasonable means to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the ten (10) day period, the non-breaching party shall have the right to terminate the Agreement without further notice. Termination is effective by the date of delivery such a notice.



3. Termination of access. Once this Agreement ends, by early termination or otherwise, the Licensor may terminate access to the Licensed Materials by Licensee, Participating Institutions and Authorized users, subject to Section XII, below. In addition, authorized copies of Licensed Materials made by Authorized Users may be retained for educational purposes and used subject to the terms of this Agreement, as defined by this agreement.

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3. In the event the Licensor discontinues or suspends selling or licensing the Licensed Materials, the Licensee and Participating Institutions may use such archived Licensed Materials under the same terms as defined by this Agreement. If Licensee has a backup copy of the Licensed Materials as defined in Section IV, the backup copy may be used as an archival copy.

4. Third Party Archiving Services. Licensor and Licensee acknowledge that either party may engage the services of third-party trusted archives and/or participate in collaborative archiving endeavors to exercise Licensee's rights under this section of the Agreement. Licensor agrees to make commercially reasonable efforts to cooperate with such archiving entities and/or initiatives (and reserves the right to choose those with which it will work) to make the Licensed Materials available for archiving purposes. Licensee and/or Participating Institutions may perpetually use a third-party trusted



system or collaborative archive to access or store the Licensed Materials, so long as Licensee's and Participating Institutions' use is under the same terms as this Agreement. It is the responsibility of the Licensee and Participating Institutions to arrange such terms with any such third parties.

5. In the event the Licensor discontinues or changes the terms of its participation in a third-party archiving service, the Licensor shall notify the Licensee in advance, and shall in good faith seek to establish alternative arrangements for trusted archiving and perpetual access to the Licensed Materials.

XIII. Warranties

1. Licensor warrants that it has all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials to the Licensee and the Participating Institutions for the purposes and terms outlined in this Agreement, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party.

2. Accessibility Requirements. Licensor warrants that the Licensed Materials comply with Licensor's country of origin laws and regulations, and conform to the accessibility requirements of Web Accessibility Initiative, Web Content Accessibility Guidelines (WCAG) 2.–Licensor agrees to promptly **make commercially reasonable efforts** to resolve any complaint regarding accessibility of Licensed Materials.

XIV. Limitations on Warranties

1. Notwithstanding anything else in this Agreement, neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, that arises from the use of the Licensed Materials, or the inability (means incompetence, not the possibility, availability to use Licensed materials) to use the Licensed Materials.

2. Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.

3. Except for the express warranties stated elsewhere in this Agreement, Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability, or fitness for a particular purpose.

XV. Indemnities

1. The Licensor shall indemnify and hold harmless the Licensee, the Participating Institutions and Authorized Users for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from any third party claim that alleges copyright infringement or other intellectual property infringement arising from the use of the Licensed Materials by the Licensee or any Participating Institution or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. This Section XV shall survive the termination of this Agreement.

2. AIP AND THE PUBLISHERS SHALL NOT BE LIABLE FOR: EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR TYPES OF DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SUBSCRIPTION OR LICENSES GRANTED HEREUNDER, THE USE OR INABILITY TO USE ANY ONLINE JOURNAL, THE PUBLISHERS' PERFORMANCE UNDER THIS AGREEMENT, TERMINATION OF THIS AGREEMENT BY AIP OR THE LOSS OF DATA, BUSINESS OR GOODWILL, EVEN IF AIP AND THE PUBLISHERS ARE ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF AIP AND THE PUBLISHERS FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF ANY BREACH OR TERMINATION OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY THE SUBSCRIBER TO AIP FOR THE ONLINE JOURNAL SUBSCRIPTION 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 AIP or the Publishers unless suit is filed thereon within two (2) year after the event giving rise to the claim.

3. Indemnification. Subscriber agrees to indemnify, defend, and hold AIP and the Publishers harmless from and against any and all third party claims, liabilities, demands, damages, litigation, expenses (including attorneys' fees and experts' costs, penalties and fees, if any, for the enforcement of this Agreement and otherwise for such party's defense of indemnified claims), losses and threatened losses arising from, or in connection with, breach of this Agreement. AIP agrees to indemnify, defend, and hold the Subscriber harmless from and against any and all third party claims, liabilities, demands, damages, litigation, expenses (including attorneys' fees and experts' costs, penalties and fees, if any), losses arising from, or in connection with, infringement of any third-party intellectual property. Any limitation of liability set forth in Section 12(b) shall not apply to either party for the indemnification obligations set forth in this Section 12(c).

XVI. Assignment and Transfer

1. Neither party may assign, directly nor indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the Licensor,



except as otherwise provided in Section VII. Neither party to this Agreement may unreasonably withhold or delay such written consent.

XVII. Governing Law

1. All differences and disputes that may arise out of this Agreement or in connection therewith are to be settled by direct discussions between the parties.

XVIII. Dispute Resolution & Venue

1. In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise good faith efforts to resolve the dispute as soon as possible. In the event that the parties cannot, by exercise of their good faith efforts, resolve the dispute, they shall submit the dispute to informal mediation, as further described below in this paragraph. The parties shall continue to perform their respective obligations under this Agreement that are not affected by the dispute. The party invoking mediation shall give to the other party written notice of its decision to seek informal mediation, and the notice must include a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within five (5) working days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute.

2. If the dispute is not resolved within thirty (30) calendar days of the meeting among the parties' executives, either party may pursue a legal action in court. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in New York, USA. During such court action, the parties shall continue to perform their respective obligations under this Agreement that are not affected by the dispute.

XIX. Force Majeure

1. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, labor strikes or other work stoppages, and/or any other cause beyond the reasonable control of the party whose performance is affected. Upon the occurrence of an event of force majeure, the party affected shall promptly notify the other in writing setting forth the details of the occurrence, its expected duration and how that party's performance may be affected. The affected



party shall resume the performance of its obligations as soon as practicable after the force majeure event ceases.

XX. Entire Agreement

1. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written. For the avoidance of doubt, online terms and conditions as defined in Section VII shall not modify the terms of this Agreement.

XXI. Applicable provisions of the Agreement

1. The Articles set out in this Agreement are applicable as a whole to the all Licensed Materials listed in the Appendix B, unless the Appendix D (Cards of the Licensed Materials) set out otherwise. In the Appendix D the exceptions to the conditions of this Agreement in relation to the respective Licensed Materials (Card of the Licensed Material) are stated. The provisions of Appendix D of this Agreement are prior to the provisions of this Agreement. If the Appendix D stated otherwise, the wording of Appendix D prevails.

XXII. Amendment

1. No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

XXIII. Severability

1. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The contracting parties shall replace the invalid, illegal or unenforceable provision by a new provision, the wording of which shall correspond to the intent embodied by the original provision and this Agreement as a whole.

XXIV. Waiver of Contractual Right

1. Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a



continuing waiver of other breaches of the same or other provisions of this Agreement.




XXV. Notices

1. All notifications, invitations, information, legal acts and other communications (“Notices”) made in the matters of and under this Agreement must be made in writing, the written form being retained if Notices are delivered by e-mail or fax.

2. Notices regarding the extent and manner of performance under this Agreement, damages, penalties, debts, contacts and this Agreement as such (for example the notification about breach, termination) must be delivered in person, by registered post or courier service. Notices delivered personally or by courier service shall be deemed received at the time of receipt or refusal of their receipt. Notices served by registered mail will be deemed delivered on the fifth (5th) business day following their proven posting.

3. Either party may from time to time change its Notice Address by written notice to the other party. Such change is effective from a delivery of such notice.

4. If to Licensor:


Sales Support Manager
AIP Publishing LLC
1305 Walt Whitman Road, Suite 300,
Melville NY 11747-4300
US
Tel.: 
Email: 

5. If to Licensee:

Licensing contact:
Head of Licensing Unit
CzechELib
National Library of Technology
Technická 6, 160 80 Praha 6 - Dejvice
Czech Republic

Email: licensing@czechelib.cz

XXVI. Audit rights

1. Licensor is obliged to stand still any control of a respective authority and to cooperate with an any auditing/controlling body authorized to carry out audit in



compliance with the rules and regulations of Czech republic and mandatory rules of EU/EC regarding to the financial control especially regarding to the grands as well as to cooperate with persons authorized to execute the audit/control by such auditing bodies. Licensor shall not be entitled to any remuneration, compensation nor any other benefit for providing cooperation as described above.

2. Disallowance of the audit/control or a failure to provide cooperation as described in Article 1 shall be deemed as a serious breach of this Agreement.

3. Licensor is obliged to fully compensate any damages that should arise as a result of the conduct described in Article 2. Obligations described in Article 1 are imposed upon the Licensor regardless the termination of this Agreement.

XXVII. Execution

1. This Agreement is compiled in three counterparts in the English language, each of which has the power of an original. Licensor shall receive one counterpart and Licensee shall receive two counterparts.

2. The parties agree that electronically signed versions of this originally executed Agreement are acceptable in lieu of printed signed copies and are to be given full force and effect under law. IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

LICENSOR:

BY: _____ DATE: _____
Signature of Authorized Signatory of Publisher
Based on Power of Attorney

JUDr. Vilém Podešva, LL.M.
Attorney-at-Law and Managing Partner of ROWAN LEGAL
Na Pankráci 1683/127, 140 00 Praha 4

Please mail the completed and signed Agreement to:
AIP Publishing LLC
Sales Support Manager
1305 Walt Whitman Road
Melville, NY 11747-4300

E-mail: agonzalez@aip.org
Fax: +1-516-576-2481



LICENSEE:

BY: _____ DATE: _____
Signature of Authorized Signatory of Licensee

Ing. Martin Svoboda
Director of CzechELib
National Library of Technology
Technická 6
160 80 Praha 6 - Dejvice
Czech Republic



Appendix A: Business Terms

Licensed Materials Description

AIP Publishing is a wholly owned not-for-profit subsidiary of the American Institute of Physics (AIP). AIP Publishing's mission is to support the charitable, scientific and educational purposes of AIP through scholarly publishing activities in the fields of the physical and related sciences on its own behalf, on behalf of Member Societies of AIP, and on behalf of other publishing partners to help them proactively advance their missions. AIP Publishing's portfolio comprises 19 highly regarded, peer-reviewed journals, including the flagship journals *Applied Physics Letters*, *Journal of Applied Physics*, and *The Journal of Chemical Physics*, in addition to the *AIP Conference Proceedings*

Journal Name	Years Covered (w/backfiles)
American Journal of Physics (AJP)	1933-Present
Applied Physics Letters (APL)	1962-Present
Applied Physics Reviews (APR)	1980-Present
Biointerphases	2006- Present
Biomicrofluidics (BMF)	2007-Present
Chaos	1991-Present
Chinese Journal of Chemical Physics (CJCP)	2006-Present
Conference Proceedings (CP)	1970-Present
Journal of Applied Physics (JAP)	1931-Present
Journal of Chemical Physics (JCP)	1933-Present
Journal of Laser Applications (JLA)	1988-Present
Journal of Mathematical Physics (JMP)	1960-Present
Journal of Physical and Chemical Reference Data (JPCRD)	1972-Present
Journal of Renewable and Sustainable Energy (JRSE)	2009-Present
Journal of the Acoustical Society of America (JASA)	1929-Present
Journal of Vacuum Science & Technology A& B / Surface Science Spectra (JVST A&B / SSS)	1964-Present
Low Temperature Physics (LTP)	1997-Present
Physics of Fluids (POF)	1958-Present
Physics of Plasmas (POP)	1959-Present
Physics Today (PT)	1948-Present
Review of Scientific Instruments (RSI)	1930-Present
The Physics Teacher (TPT)	1963- Present

Agreement Term: Effective Date through 31 December 2020 + optional 1 January 2021 - 31 December 2022, to be invoked by October 1 2020



Access Conditions: Unlimited simultaneous user system-wide access to Licensed Materials. Perpetual access is supplied for titles to which fully-paid subscriptions were held, for the period during which they were held between 1999 and the termination date. Licensed Materials made available for Access Fees will not be accessible after termination.

Authentication: IP authentication (See Appendix C for IP addresses)

Fees and Negotiated Discounts:

License Fee

Total	2018	2019	2020	2021	2022
Total Fee (excl. VAT)	\$141,781	\$145,324	\$185,301	\$189,934	\$194,681
Grand total Fee (excl. VAT)	\$ 857 021				

Price Caps: See Section X. 2.5% per annum

Payment Terms:

1. The price for the Licensed Materials shall be paid on the Licensor's bank account as specified on the Licensor's invoices.
2. The price for the Licensed Materials shall be paid annually for each commenced calendar year of the duration of the Agreement in the amount set forth therein. The parties expressly state that the price for the year 2018 shall be paid in the whole amount, regardless of the beginning of the Agreements' effectiveness.
3. All the prices under this Agreement are set forth as final, unchangeable and maximum allowable.
4. The price for each commenced calendar year of the duration of the Agreement shall be paid in two part payments with the following maturity:
 - Max 50% on 15 March of the given year for which the Licensed Materials are paid with the exception of the first year of the Agreement, where it is 10 business days following after the Effective date (maturity of the first part payment);
 - Max 50% on 30 April of the given year for which the Licensed Materials are paid with the exception of the first year of the Agreement, where it is 50 business days after the Effective date (maturity of the second part payment);
 - The abovementioned maturities are applicable only if the invoice (all the invoices) is delivered to the Licensee up to 15 days before the stated maturity of the first part payment, i.e. until the end of February of the given year with the exception of the first year of the Agreement, where it is up to 10 days before the stated maturity of the first part payment;
 - If the invoice is delivered later, at latest by the 15 days prior to the due date of the second part payment, i.e. in the term beginning from 1 March to 15 April of the given year, the due date of the first part payment shall be within 15 days from the date of the provable invoice delivery. The maturity of the second part payment remains unaffected;
 - If the invoice is delivered later, the due date of both part payments shall be within 15 days of the provable invoice delivery date with the exception

of the first year of the Agreement, where it shall be within 10 days of the provable invoice delivery date.

5. The invoice shall be issued in the currency specified in the Agreement. In the event that there are multiple currencies specified in the Agreement for each Licensed Material, the Licensor shall issue at least the number of invoices corresponding to the number of currencies. The foreign currency on the invoice(s) shall also be converted into Czech crowns according to the Czech National Bank exchange rate (www.cnb.cz) on the date of the taxable transaction.
6. Invoice - the tax document shall contain all the requisites of the tax document. The invoice shall contain all the requisites set forth in the Act No. 235/2004 Coll., VAT Act, as amended. The invoice shall be delivered to the Licensee either originally or electronically to the e-mail address faktury@techlib.cz. The invoice shall include a summary of all the Licensed Materials pursuant to the Agreement. The invoice shall also be labeled „IPS CzechELib, reg. č. CZ.02.1.01/0.0/0.0/16_040/0003542”.
7. If the invoice does not contain the requisites set forth in this Agreement or these are incorrect or incomplete, the Licensee is entitled to return such invoice to the Licensor for completion/correction. In such case, the term of payment shall be interrupted and the new term of payment shall run from the provable invoice delivery date to the Licensee and pursuant to the rules set forth above. The procedure under the previous sentence may also be repeated. Denial of monetary performance and the related return of an invoice in accordance with this paragraph do not constitute a default in the payment by the Licensee.
8. Fulfillment of any financial obligation associated with performance under this Agreement shall be understood as the moment of debiting the full amount from the bank account of the party.
9. The Licensor is not entitled to require any advance payments under this Agreement.
10. The Licensor takes on the risk of a change in circumstances under the Section 1765 (1) of the Act No. 89/2012 Coll., The Civil Code, as amended.

Add-on Products and Negotiated Discounts:

Deeply Discounted Print (DDP) Titles: Print subscriptions shall be optionally available to Participating Institution's at the following rates:

- Subscribed Titles i.e. titles to which any Participating Institution has a subscription: AIPP Tier 2*
- Unsubscribed Titles i.e. titles to which the Participating Institution has no subscription but pays a fee to access the content : AIPP Tier 2*

*AIP Publishing prices each institution on a tier-based system. Most institutions are Tier 3 or 4. Tier 2 is therefore a lower tier, meaning that the purchaser of print enjoys a deeply Discounted Print (DDP) price.

Appendix B: Participating Institutions & Fees



This Appendix contains business secrets pursuant to the provisions of Section 504 of Act No. 89/2012 Coll., the Civil Code, not disclosed in the register of contracts in accordance with provisions of Section 3, Paragraph 1 of Act No. 340/2015 Coll.

Participant	Account #	Total Subs	Total UTL	2018 Total	2019 Total	2020 Total	2021 Total	2022 Total
National Library of Technology	1183094							
Brno University of Technology	1164598							
Nuclear Physics Institute of the CAS	1000785							
Institute of Scientific Instruments of the CAS	1000947							
Charles University	1164334							
*Institute of Physics of the CAS	1000941							
Grand Total		\$97,301	\$44,480	\$141,781	\$145,324	\$185,301	\$189,934	\$194,681

*To be included in 2020



Appendix C: IP Addresses

Customer ID	Company Name	Authentication Type	Authentication Value
<u>1164598</u>	Brno University of Technology	IP address range	147.229.*.*
<u>1000941</u>	Institute of Physics of the CAS	IP address range	147.231.126-127.*
<u>1000941</u>	Institute of Physics of the CAS	IP address range	147.231.19.176-183
<u>1000941</u>	Institute of Physics of the CAS	IP address range	147.231.19.32-39
<u>1000941</u>	Institute of Physics of the CAS	IP address range	147.231.232.*
<u>1000941</u>	Institute of Physics of the CAS	IP address range	147.231.234-235.*
<u>1000941</u>	Institute of Physics of the CAS	IP address range	147.231.26-27.*
<u>1000941</u>	Institute of Physics of the CAS	IP address range	147.231.4.*
<u>1183094</u>	National Library of Technology	IP address range	195.113.241.0-242.159
<u>1164334</u>	Charles University	IP address range	78.128.160.0 - 78.128.209.127
<u>1164334</u>	Charles University	IP address range	78.128.214.66 - 78.128.214.67
<u>1164334</u>	Charles University	IP address range	193.84.55.0 - 193.84.63.255
<u>1164334</u>	Charles University	IP address range	195.113.0.0 - 195.113.66.255
<u>1164334</u>	Charles University	IP address range	195.113.89.0 - 195.113.93.255
<u>1164334</u>	Charles University	IP address range	195.113.114.0 - 195.113.117.255
<u>1164334</u>	Charles University	IP address range	195.113.130.0 - 195.113.131.255
<u>1164334</u>	Charles University	IP address range	195.113.149.132 - 195.113.149.135
<u>1164334</u>	Charles University	IP address range	195.113.149.176 - 195.113.149.183
<u>1164334</u>	Charles University	IP address range	195.113.187.248 - 195.113.187.251
<u>1164334</u>	Charles University	IP address range	195.113.189.0 - 195.113.189.255
<u>1164334</u>	Charles University	IP address range	195.113.223.0 - 195.113.223.255
<u>1164334</u>	Charles University	IP address range	195.113.229.0 - 195.113.229.255
<u>1164334</u>	Charles University	IP address range	195.113.236.0 - 195.113.236.255
<u>1164334</u>	Charles University	IP address range	195.113.245.0 - 195.113.245.255
<u>1000785</u>	Nuclear Physics Institute of the CAS	IP address range	147.231.100-103.*
<u>1000785</u>	Nuclear Physics Institute of the CAS	IP address range	147.231.24.*
<u>1000947</u>	Institute of Scientific Instruments of the CAS	IP address range	195.178.70-71.*



