

LICENSE AGREEMENT

CAS, A DIVISION OF THE AMERICAN CHEMICAL SOCIETY AND THE NATIONAL LIBRARY OF TECHNOLOGY

This License Agreement (this "Agreement") is made between CAS, a division of the American Chemical Society, with offices at 2540 Olentangy River Road, Columbus, OH 43202 USA ("Licensor"), represented by JUDr. Jakub Vozáb, Ph.D., based on the power of attorney, and The National Library of Technology, a State Contribution Organization set up by the Ministry of Education, Youth and Sports, with its principal offices at Technická 6, 160 80 Praha 6 - Dejvice ("Licensee").

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:

I. Subject of the Agreement, Content of Licensed Materials, Grant of License, Ownership of Intellectual Property.

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 defined hereunder.
2. Licensed Materials. The materials (the "Licensed Materials") that are the subject of this Agreement are set forth in Appendix A.
3. Grant of License. Licensor hereby grants to Licensee a non-exclusive, non-transferable right authorizing the Licensee to access and treat the Licensed Materials in accordance with the terms of this Agreement as well as to grant the Participating Institutions and Authorized Users the right to access and treat the Licensed Materials in accordance with the terms of this Agreement.
4. 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 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:
 - 1.1. Network Access. The Licensed Materials will be stored at one or more Licensor's locations in digital form accessible by telecommunication links between such locations and authorized locations of Licensee and



Participating institutions.

III. Fees

1. Fees and Payment. Licensee shall pay Licensor for the Licensed Materials pursuant to the terms set forth in Appendix A.
2. 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.

IV. Authorized Use of Licensed Materials

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, regardless of the physical location of such persons. For authorized sites of the Licensee and the Participating Institutions, see Appendix B.
 - 1.2. Walk-ins. Patrons not affiliated with Licensee and/or the Participating Institutions as stated in article IV. para 1.1., that are not in any way affiliated or active for exclusively commercially active entities, who are physically present at Licensee's and/or the Participating Institutions' site(s) ("walk-ins") are permitted to use the Licensed Materials solely for academic or other exclusively non-commercial research purposes. For commercial use, Licensee offers a commercial license to the Licensed Materials.
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 limit remote or off-campus access to Authorized Users. Authorized IP Addresses are listed in Appendix C. An updated list will be sent to Licensor on an annual or as needed basis.
 - 2.2. Authorized User Registration. Each Authorized Users must complete a self-registration prior to accessing the Licensed Materials. Access to the Licensed materials is after completing the registration process is



permitted from any authorized IP address. Each Authorized Users must register using their email address assigned by their Participating Institution.

3. **Authorized Uses.** Licensee, Participating Institutions and Authorized Users may make all use of the Licensed Materials with these licensing conditions. In addition, the Licensed Materials may be used for purposes of research, education or other non-commercial use as follows:
 - 3.1. **Display.** Licensee, Participating Institutions and Authorized Users shall have the right to electronically display a reasonable amount of the Licensed Materials.
 - 3.2. **Digital Copy.** Licensee, Participating Institutions and Authorized Users may download and digitally copy a maximum of 5,000 records of the Licensed Materials at any given time for personal use or to share within a project team.
 - 3.3. **Print Copy.** Licensee, Participating Institutions and Authorized Users may print a reasonable portion of the Licensed Materials.
 - 3.4. **Recover Copying Costs.** Licensee and the Participating Institutions may charge a reasonable fee to cover costs of copying or printing portions of Licensed Materials for Authorized Users.
 - 3.5. **Classroom Use.** Licensee, the Participating Institutions and Authorized Users may distribute single copies of individual articles or items of the Licensed Materials in print or electronic form to Authorized Users. For the avoidance of doubt, classroom handouts shall include the distribution of a copy for teaching purposes to all individual Authorized Users in a class at Authorized Sites (Appendix B).
 - 3.6. **Collections of Information.** Licensee, the Participating Institutions and Authorized Users shall be permitted to extract or use information contained in the Licensed Materials for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.
 - 3.7. **Course Packs (Print and Electronic).** Licensee, the Participating Institutions and Authorized Users may use a reasonable portion of the Licensed Materials in the preparation of Course Packs or other educational materials.
 - 3.8. **Course Reserves (Print and Electronic).** Licensee, the Participating Institutions and Authorized Users may use a reasonable portion of the Licensed Materials for use in connection with specific courses of instruction offered by the Licensee and/or the Participating Institutions.



- 3.9. **Scholarly Sharing.** On an ad hoc basis, Authorized Users may transmit to a third party in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use in the nature of collaboration, comment, or the scholarly exchange of ideas but in no case for resale or commercial purposes or in a manner that would substitute for direct access to the Licensed Materials via services offered by Licensor.
- 3.10. **Interlibrary Loan.** Using electronic, paper, or intermediated means, Licensee and the Participating Institutions at their discretion may fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan ("ILL"). Licensor agrees that the electronic form of the Licensed Materials may be used as a source for the ILL whereby articles and/or chapters can be printed and these print copies can be delivered via postal mail, fax, or fax-based service to fulfil ILL requests from an academic, research or other non-commercial library. Requests received from for-profit companies may not be honored. ILL through secure electronic transmission, as demonstrated by the ARIEL, is permitted. Files transmitted in this manner must carry copyright notices and comply with copyright laws of Czech Republic.
4. **No Diminution of Rights.** Nothing in this Agreement, including but not limited to Authorized Uses, shall be interpreted to diminish the rights and privileges of the Licensee, Participating Institutions or Authorized Users with respect to any of the Licensed Materials, including exceptions or limitations to the exclusive rights of copyright owners.
5. **Amount of Authorized Use.**
- 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.

V. Specific Restrictions on Use of Licensed Materials

1. **Unauthorized Use.** Licensee, the Participating Institutions, or Authorized Users shall not knowingly permit anyone other than Authorized Users to access the Licensed Materials. Authorized Users may not share their unique assigned loginid/password with any other person.
2. **Modification of Licensed Materials.** Licensee, the Participating, or Authorized Users Institutions shall not modify, reverse assemble, decompile, reverse engineer, manipulate or create derivative works of the Licensed Materials.
3. **Removal of Copyright Notice.** Licensee, the Participating Institutions, and Authorized Users may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.

4. Automated Scripts and Data Mining. Licensee, the Participating Institutions, and Authorized Users may not use an automated script written to download the License Materials. Data mining of the Licensed Materials is prohibited.
5. Commercial Purposes. Licensee, the Participating Institutions and the Authorized Users may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials, fee-for-service use of the Licensed Materials; nor may Licensee and the Participating Institutions impose special charges on Authorized Users for use of the Licensed Materials beyond reasonable printing or administrative costs. For the avoidance of doubt, academic research conducted by Licensee, the Participating Institutions and Authorized Users that is supported by a commercial entity shall not be considered use for commercial purposes. However, payment by a commercial entity to a Participating Institution with the expectation to deliver search results or intellectual property back to the commercial entity is prohibited.

VI. Mutual Performance Obligations

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 or Participating Institution.
2. In the case of unauthorized use which is causing serious and immediate material harm to the Licensor, Licensor may temporarily suspend such offending individual Authorized User's access to the Licensed Materials (e.g. by blocking an individual user's loginid/password), provided that Licensor immediately notifies the Licensee and Participating Institution of any such suspension, including the reason for the block and any supporting details. Such temporary 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.

Should the Effective Date of this Agreement occur after 1 January 2019, Licensor



will make, or has already made, the Licensed Materials available to the Licensee, the Participating Institutions and Authorized Users in the full scope of the license stipulated herein already as of 1 January 2019 including all and any possible rights and authorizations such as potential archiving rights or extent of the access to the backfile content of Licensed Materials. The Total Fee set forth in Appendix A is agreed with regards to this availability of Licensed Materials.

3. Online Terms and Conditions. In the event that Licensor requires Authorized Users to agree to additional terms relating to the use of the Licensed Materials (commonly referred to as “click-through” or “clickwrap” licenses), or otherwise attempts to impose terms on Authorized Users through online terms and conditions invoked by the mere use or viewing of the Licensed Materials, such terms shall not materially differ from the provisions of this Agreement. In the event of any conflict between the click-through terms or online terms and conditions and this Agreement, the terms of this Agreement shall prevail. For the avoidance of doubt, Authorized Users are not a party to this Agreement.
4. 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.
5. 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 at help@cas.org and/or phone at (614) 447-3731 during the hours of 8:00 am to 6:00 pm EST, 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.
6. 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.
7. Updates. Licensor will provide regular system and project updates to Licensee and Participating Institutions as they become available. No additional fee shall be charged for updates.
8. 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.

9. 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.
10. 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 sixty (60) days in advance of modification. If any of the changes, modifications, or migrations 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.
11. 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, but in no event less than thirty (30) days in advance of withdrawal, specifying the item or items to be withdrawn.
12. If any such withdrawal renders the Licensed Materials 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. If any such withdrawal renders 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.

13. Usage Statistics.

Licensor shall provide both composite system-wide use data and itemized data for Licensee, Participating Institutions in the following manner: a) Participating institutions shall be provided their usage statistics on a monthly basis; b) Licensee shall be provided both composite system-wide use data and itemized data for Participating Institutions on a semiannual basis. 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. 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. 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.

14. Confidentiality of Personally Identifiable Information. The Licensor agrees that any 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 processed in accordance with the General Data Protection Rules ("GDPR") effective as of May 1, 2018. If Licensor is compelled by law or court order to disclose personally identifiable information of Authorized Users or 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.

15. 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.

VIII. Licensee Performance Obligations

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. Licensee and Participating institutions agree to work in “good faith” to investigate and resolve any instances of possible unauthorized use.
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.
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.
5. Key Contact. Each Participating Institution shall identify to Licensor the name of a Key Contact who Licensor may work directly with in the event of an issue at the Participating Institution.

IX. Term

1. This Agreement shall become valid and effective on the date of its publication in the Register of Contracts (the “Effective Date”).

The Parties to this Agreement declare that they commenced to perform their obligations and Licensor provided access to the Licensed Materials as of 1 January 2019, i.e. before the Effective Date due to the necessity of access to the Licensed Materials as of 1 January 2019. Performance of the Licensor’s obligation to make the Licensed Materials available before the Effective Date shall be considered entirely as a performance according to and in compliance with this Agreement.

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.

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.
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 thirty (30) 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 thirty (30) 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.

XII. 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. Upon a written request to Licensor from either Licensee or a Participating Institution, Licensor shall provide a completed Voluntary Product Accessibility Template (“VPAT”). Licensor makes no warranties of any kind, whether the Licensed materials satisfies any accessibility standards.

XIII. 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.

XIV. 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.

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

XVI. Governing Law

1. All terms of this Agreement related to the procurement process of the Licensed Materials by the Licensee and the Participating Institutions has been in accordance with the procurement laws of the Czech Republic. Additionally, any financial issues including fees, payment of fees, late fees, and invoices shall be governed by and construed in accordance with the laws and subject to the courts of the Czech Republic. Except as specifically provided above in this Paragraph XVI, all other terms and condition of this Agreement shall be governed by and construed in accordance with the laws and subject to the courts of the District of Columbia, USA.

XVII. 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 the District of Columbia, USA. During such court action, the parties shall continue to perform their respective obligations under this Agreement that are not affected by the dispute.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. 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:**
CAS, a division of the American Chemical Society
2540 Olentangy River Road
43221 Columbus, OH
USA
Email: legal@cas.org
 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

XXIV. Audit rights

1. Licensor acknowledges that the Licensee can be audited by a respective authority and that the conditions regulating the financing of the Licensee require that the Licensee ensures the necessary cooperation of the Licensor. For this purpose, the Licensor is obliged to provide all the necessary cooperation, information, declaration and documents to any auditing/controlling body authorized to carry out audit of the Licensee in compliance with the rules and regulations of the Czech Republic and mandatory rules of the EU/EC regarding the financial control, especially regarding the grants. The Licensor shall also cooperate with persons authorized to execute the audit/control of the Licensee by such auditing bodies. Licensor shall not be entitled to any remuneration, compensation or any other benefit for providing cooperation as described above. This cooperation can include, but shall not be limited to:
 - 1.1. providing confirmation when the Licensed Materials became accessible as stipulated;
 - 1.2. providing information regarding the fulfillment of the payment terms stipulated in this Agreement or an information with respect to a potential outstanding fee due by Licensee;
 - 1.3. providing information whether the public procurement procedure occurred as recorded in the protocol drawn-up by Licensee;



1.4. providing cooperation for the purposes of potential crime investigation.

XXV. 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: _____

Signature of Authorized Signatory of CAS

Print Name: JUDr. Jakub Vozáb, Ph.D.

Title: Attorney at Law, based on the power of attorney

E-mail: cstephens@cas.org

LICENSEE:

BY: _____

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:

- Name SciFinder®

Agreement Term: 1 January 2019 - 31 December 2020 + optional 1 January 2021 - 31 December 2022

Access Conditions: Unlimited simultaneous Authorized User access

Authentication: IP authentication (See Appendix C for IP addresses) and Authorized User Loginid/Password

Fees:

- Total Fee - January 1, 2019 - December 31, 2019 USD \$535,120
- Total Fee - January 1, 2020 - December 31, 2020 USD \$1,016,015
- Total Fee - January 1, 2021 - December 31, 2021 USD \$1,053,010
- Total Fee - January 1, 2022 - December 31, 2022 USD \$1,091,345
- Total Fee - 2019 - 2022: USD \$3,695,490

Payment Terms:

1. The price for the Licensed Materials shall be paid on the Licensor's bank account stated in the invoice.
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 2019 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 (maturity of the first part payment);
 - Max 50% on 30 April of the given year for which the Licensed Materials are paid (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;
 - 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.
5. All invoices shall be issued in USD and all payments shall be made in USD.
 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”. Fees shown in Appendix A and are without VAT. Licensee will be responsible to assess and pay VAT to Czech authorities.
 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. Fulfilment 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.



Appendix B: Participating Institutions & Fees

All information contained in this Appendix is considered business secrets pursuant to the provisions of Section 504 of Act No. 89/2012 Coll., the Civil Code, and are not to be disclosed in the register of contracts in accordance with the provisions of Section 3, Paragraph 1 and Paragraph 2 letter b) of Act No. 340/2015 Coll.

English name	Czech name	Title	License start (in CzechELib consortium)	2019 USD price	2020 USD price	2021 USD price	2022 USD price	
Masaryk University	Masarykova univerzita	SciFinder (Chemical Abstracts)	2020	xxxx	xxxx	xxxx	xxxx	
Palacký University Olomouc	Univerzita Palackého v Olomouci		2020	xxxx	xxxx	xxxx	xxxx	
University of Pardubice	Univerzita Pardubice		2020	xxxx	xxxx	xxxx	xxxx	
Tomas Bata University in Zlín	Univerzita Tomáše Bati ve Zlíně		2020	xxxx	xxxx	xxxx	xxxx	
Institute of Inorganic Chemistry AS CR, v.v.i.	Ústav anorganické chemie AV ČR, v.v.i.		2019	xxxx	xxxx	xxxx	xxxx	
Institute of Chemical Process Fundamentals of the CAS, v. v. i.	Ústav chemických procesů AV ČR, v.v.i.		2019	xxxx	xxxx	xxxx	xxxx	
J. Heyrovský Institute of Physical Chemistry ASCR, v. v. i.	Ústav fyzikální chemie J.Heyrovského Av ČR, v.v.i.		2019	xxxx	xxxx	xxxx	xxxx	
Institute of Organic Chemistry and Biochemistry of the CAS	Ústav organické chemie a biochemie AV ČR, v.v.i.		2019	xxxx	xxxx	xxxx	xxxx	
University of Veterinary and Pharmaceutical Sciences Brno	Veterinární a farmaceutická univerzita Brno		2020	xxxx	xxxx	xxxx	xxxx	
VŠB - Technical University of Ostrava	Vysoká škola báňská - Technická univerzita Ostrava		2020	xxxx	xxxx	xxxx	xxxx	
Brno University of Technology	Vysoké učení technické v Brně		2020	xxxx	xxxx	xxxx	xxxx	
Charles University	Univerzita Karlova		SciFinderN	2019	xxxx	xxxx	xxxx	xxxx
University of Chemistry and Technology, Prague	Vysoká škola chemicko-technologická v Praze			2019	xxxx	xxxx	xxxx	xxxx



* SciFinder access covered by a separate agreement with CAS. Access will be covered under this Agreement beginning on January 1, 2020.

Annual prices for Organic Chemistry and Biochemistry include PatentPak and MethodsNow access.

UPGRADE TO ScifinderN ACCESS

The Participating Institutions with access to SciFinder (Chemical Abstracts) are entitled to upgrade their access to SciFinderN subject to the following conditions:

This upgrade to SciFinderN is possible exclusively as of 1 January of the respective calendar year. The Participating Institution intending to upgrade its access shall notify the Licensor and Licensee on 30 November of the previous year the latest. In the event that one of the Participating Institutions would apply for the upgrade to the SciFinderN, the following fees shall apply for the respective calendar years:

English name	Czech name	2020 USD price	2021 USD price	2022 USD price
Masaryk University	Masarykova univerzita			
Palacký University Olomouc	Univerzita Palackého v Olomouci			
University of Pardubice	Univerzita Pardubice			
Tomas Bata University in Zlín	Univerzita Tomáše Bati ve Zlíně			
Institute of Inorganic Chemistry AS CR, v.v.i.	Ústav anorganické chemie AV ČR, v.v.i.			
Institute of Chemical Process Fundamentals of the CAS, v. v. i.	Ústav chemických procesů AV ČR, v.v.i.			
J. Heyrovský Institute of Physical Chemistry ASCR, v. v. i.	Ústav fyzikální chemie J. Heyrovského Av ČR, v.v.i.			
Institute of Organic Chemistry and Biochemistry of the CAS	Ústav organické chemie a biochemie AV ČR, v.v.i.			
University of Veterinary and Pharmaceutical Sciences Brno	Veterinární a farmaceutická univerzita Brno			
VŠB - Technical University of Ostrava	Vysoká škola báňská - Technická univerzita Ostrava			
Brno University of Technology	Vysoké učení technické v Brně			



Appendix C: IP Addresses of Participating Institutions

#	English name	Czech name	IP ranges
1.	Masaryk University	Masarykova univerzita	147.251.0.0-147.251.49.35 147.251.49.37-147.251.255.255
2.	Palacký University Olomouc	Univerzita Palackého v Olomouci	158.194.0.0.-158.194.255.255
3.	University of Pardubice	Univerzita Pardubice	195.113.124.0 - 195.113.129.255 195.113.162.128 - 195.113.162.255 195.113.168.0 - 195.113.168.255 78.128.148.0 - 78.128.159.255
4.	Tomas Bata University in Zlín	Univerzita Tomáše Bati ve Zlíně	195.178.88.0 – 195.178.95.255 195.113.96.0 – 195.113.99.255
5.	Institute of Inorganic Chemistry AS CR, v.v.i.	Ústav anorganické chemie AV ČR, v.v.i.	147.231.132.1-147.231.132.254 147.231.133.1-147.231.133.254
6.	Institute of Chemical Process Fundamentals of the CAS, v. v. i.	Ústav chemických procesů AV ČR, v.v.i.	147.231.137.* 147.231.136.* 147.231.140.* 10.0.140.* 10.1.140.*
7.	J. Heyrovský Institute of Physical Chemistry ASCR, v. v. i.	Ústav fyzikální chemie J.Heyrovského Av ČR, v.v.i.	147.231.28.0-147.231.31.255
8.	Institute of Organic Chemistry and Biochemistry of the CAS	Ústav organické chemie a biochemie AV ČR, v.v.i.	147.231.18.232-147.231.18.239 147.231.120.0-147.231.123.255 147.231.128.0-147.231.129.255 192.108.128.0-192.108.128.255
9.	University of Veterinary and Pharmaceutical Sciences Brno	Veterinární a farmaceutická univerzita Brno	195.113.198.0 - 195.113.203.255 195.178.84.0 - 195.178.85.255
10.	VŠB - Technical University of Ostrava	Vysoká škola báňská - Technická univerzita Ostrava	158.196.0.0-158.196.255.255
11.	Brno University of Technology	Vysoké učení technické v Brně	147.229.0.0-147.229.255.255
12.	Charles University	Univerzita Karlova	78.128.160.0 - 78.128. 209.127 78.128.214.66 - 78.128.214.67 193.84.55.0 - 193.84.63.255 195.113.0.0 - 195.113.66.255 195.113.89.0 - 195.113.93.255 195.113.114.0 - 195.113.117.255 195.113.130.0 - 195.113.131.255 195.113.149.132 - 195.113.149.135 195.113.149.176 - 195.113.149.183 195.113.187.248 - 195.113.187.251 195.113.189.0 - 195.113.189.255 195.113.223.0 - 195.113.223.255 195.113.229.0 - 195.113.229.255 195.113.236.0 - 195.113.236.255 195.113.245.0 - 195.113.245.255
13.	University of Chemistry and Technology, Prague	Vysoká škola chemicko-technologická v Praze	147.33.*.*

