



LICENSE AGREEMENT

LICENSE DETAILS:

License ID number: 37598
Customer: The National Library of Technology
Primary Address: Technická 6, 160 80 Praha 6, Czech Republic

This License Agreement between Springer Nature Customer Service Center GmbH, Tiergartenstrasse 15-17, 69121 Heidelberg, Germany ("Licensor") and Customer (for itself, and if applicable, on behalf of the Licensees listed in Attachment 1) incorporates the following documents:

- This License Details page including Attachment 1: Customer and Licensee Information;
- The Product Terms;
- The General Terms and Conditions attached hereto;

This License Agreement becomes valid on the date of execution by both Parties. This License Agreement takes effect on the date of publication in the Czech Register of Contracts or on 1 January 2020 (whichever occurs later). ("Effective Date").

Licensee shall immediately notify Licensor once this License Agreement is published in the relevant Czech Register of Contracts.

In case a Commencement Date for any Product licensed hereunder, is prior to the Effective Date, then the License Agreement shall be effective with respect to that Product starting with the Commencement Date for the purposes of that specific Product Term.

1. Products and License Fee

Products	License Fee		
	2020	2021 (optional renewal as per Section 3 below)	2022 (optional renewal as per Section 3 below)
Single Title Journal Subscriptions and Legacy Sets (Springer, Adis, Palgrave Macmillan, Academic Journals on nature.com)			
- Academic Journals on nature.com	██████████	██████████	██████████
Single Title Journal Subscriptions and Legacy Sets (Nature Journals and Scientific American)			
- Nature Journals	██████████	██████████	██████████
License Fees in Total	██████████	██████████	██████████

2. CERTAIN CONTENT MADE AVAILABLE TO LICENSEE MAY BE SUBJECT TO AND LICENSED UNDER OPEN ACCESS LICENSE TERMS ("OPEN ACCESS CONTENT"). OPEN ACCESS CONTENT IS SOLELY SUBJECT TO THE APPLICABLE OPEN ACCESS LICENSE TERMS, SPECIFIED WITHIN THE CONTENT **Payment Terms**



- 2.1 For the first year of the Term, the License Fee(s) is/are due within 150 days from the date of invoice. For multi-year contracts, Licensor will invoice Customer during the first 15 days of the beginning of each subsequent year of the Term, unless otherwise mutually agreed by the parties. For multi-year contracts, such License Fee (s) is/are due within 150 days from the beginning of each subsequent year of the Term.

Licensor will invoice all Products licensed under this License Agreement in one invoice for each year of the Term, as specified in Section 1 above.

- 2.2 The License Fee for subsequent years of the Term will be calculated as follows:

The License Fee for each Product in each year after the first year of the Term will be increased to the amount set forth in Section 1 above.

3. Optional Renewal:

Customer shall have the option to renew the Term for additional one-year terms, for the number of years indicated in Section 1 above, for the fees indicated with respect to each such year. Such option is subject to the condition that Licensor receives written notification of Customer's exercise of its option for each renewal term no later than 90 days prior to the end of the current year of the Term.



IN WITNESS WHEREOF, the parties have signed this License Agreement by their respective, duly authorized representatives on the date set forth below.

CUSTOMER

[Redacted signature area for Customer]

Date: _____

LICENSOR

[Redacted signature area for Licensor]

Date: _____



Attachment 1

Customer and Licensee Information

Customer Information:

- Legal Entity Name: The National Library of Technology
- Address: Technická 6, 160 80 Praha 6, Czech Republic
- Contact Individual: [REDACTED]
- Business Partner ID: [REDACTED]

Licensee Information:

	[REDACTED]	Legal Entity Name <u>English</u>	Legal Entity Name <u>Czech</u>	Address	IP ranges
1	[REDACTED]	Brno University of Technology	Vysoké učení technické v Brně	Antonínská 548/1 Brno, 601 90 Czech Republic	147.229.*.*
2	[REDACTED]	Czech University of Life Sciences	Česká zemědělská univerzita v Praze	Kamýcká 129 Praha 6 Suchdol, 165 00 Czech Republic	193.84.32.0/20
3	[REDACTED]	Masaryk Memorial Cancer Institute	Masarykův onkologický ústav	Žlutý kopec 7 Brno, 656 53 Czech Republic	195.113.164.0/25

Customer and Licensees will supply Licensor with an initial list of its IP addresses used for the access to the Content (if not already supplied to Licensor) prior to the Commencement Date, and shall notify Licensor of any IP address changes. Licensor reserves the right to confirm accuracy of the IP address(es) supplied before grant of access. Notwithstanding any to the contrary in this License Agreement, notifications of IP address changes may be made in electronic format. Licensor's obligation to timely provide access to the Content under this License Agreement is conditioned on Licensee's provision of its IP addresses.



Eligible Licensees

Customer and Licensor agree and confirm, that in the event that any of the institutions listed below (“Eligible Licensees”) wishes to license Single Title Journal Subscriptions and Legacy Sets (Springer, Adis, Palgrave Macmillan, Academic Journals on nature.com) and/or Single Title Journal Subscriptions and Legacy Sets (Nature Journals) during the calendar years 2021 and/or 2022, Customer will inform Licensor and if the Licensor agrees, the parties may enter into negotiations to include licensees from the Eligible Licensee list and therefore to amend this License Agreement accordingly, to add the relevant license fees, term and licensed content.

Legal Entity Name English	Legal Entity Name Czech
Centre for Higher Education Studies	Centrum pro studium vysokého školství, v. v. i.
Charles University	Univerzita Karlova
College of Regional Development and Banking Institute - AMBIS	Vysoká škola regionálního rozvoje a Bankovní institut - AMBIS, a.s.
Crop Research Institute	Výzkumný ústav rostlinné výroby, v.v.i
Czech Technical University in Prague	České vysoké učení technické v Praze
Education and Research Library of Pilsen Region	Studijní a vědecká knihovna Plzeňského kraje, příspěvková organizace
František Bartoš Regional Library in Zlín	Krajská knihovna Františka Bartoše ve Zlíně
Institute for Clinical and Experimental Medicine	Institut klinické a experimentální medicíny
Institute of Biophysics of the CAS, v. v. i.	Biofyzikální ústav AV ČR, v.v.i.
Institute of Biotechnology CAS, v. v. i.	Biotechnologický ústav AV ČR, v. v. i.
Institute of Physiology CAS	Fyziologický ústav AV ČR, v.v.i.
Janáček Academy of Music and Performing Arts in Brno	Janáčkova akademie múzických umění v Brně
Library of the Czech Academy of Sciences	Knihovna Akademie věd ČR, v. v. i.
Mendel University in Brno	Mendelova univerzita v Brně
National Library of the Czech Republic	Národní knihovna České republiky
National Medical Library	Národní lékařská knihovna
National Museum	Národní muzeum
Regional Library of Highlands	Krajská knihovna Vysočiny
Regional Library of Pardubice	Krajská knihovna v Pardubicích
Research and Breeding Institute of Pomology Holovousy Ltd.	Výzkumný a šlechtitelský ústav ovocnářský Holovousy s.r.o.
Research Institute for Labour and Social Affairs, p. r. i.	Výzkumný ústav práce a sociálních věcí, v. v. i.
Research Library in Olomouc	Vědecká knihovna v Olomouci
St. Anne's University Hospital Brno	Fakultní nemocnice u sv. Anny v Brně
Technical University of Liberec	Technická univerzita v Liberci
The Research Library in Hradec Králové	Studijní a vědecká knihovna v Hradci Králové
University Hospital Ostrava	Fakultní nemocnice Ostrava
University Hospital Plzen	Fakultní nemocnice Plzeň
University of Chemistry and Technology, Prague	Vysoká škola chemicko-technologická v Praze
University of Economics, Prague	Vysoká škola ekonomická v Praze
University of Hradec Kralove	Univerzita Hradec Králové
University of Jan Evangelista Purkyně in Ústí nad Labem	Univerzita Jana Evangelisty Purkyně v Ústí nad Labem
University of Ostrava	Ostravská univerzita
University of Pardubice	Univerzita Pardubice
University of South Bohemia in České Budějovice	Jihočeská univerzita v Českých Budějovicích
University of Veterinary and Pharmaceutical Sciences Brno	Veterinární a farmaceutická univerzita Brno
University of West Bohemia	Západočeská univerzita v Plzni



Legal Entity Name <u>English</u>	Legal Entity Name <u>Czech</u>
VŠB - Technical University of Ostrava	Vysoká škola báňská - Technická univerzita Ostrava



Product Terms
Single Title Journal Subscriptions and Legacy Sets
(Springer, Adis, Palgrave Macmillan, Academic journals on nature.com)

1. Term and Access Rights

- 1.1 The Term shall begin on **1st January 2020** (the "Commencement Date") and shall end on **31st December 2020**.
- 1.2 **Continuing Access Journals**: During the Term, Licensee shall have access to the Continuing Access Journals listed in Section 3.1 first published during the Term. After the Term, Licensee shall have Continuing Access to the Continuing Access Journals first published during the Term, subject to all the terms and conditions of this License Agreement.
- 1.3 **Access Only Journals**: During the Term only, Licensee will be granted access to the Access Only Journals listed in Section 3.2 first published during the Term.
- 1.4 **Backfile Access During the Term**: In addition, during the Term only, Licensee will be granted access to the Content of titles listed in Sections 3.1 and 3.2 published beginning the later of (a) 1997 (b) the first date of publication or (c), the date on which Licensor first acquired publication rights. Subject to the conditions of this Section 1.4 and for informational purposes only, a list with the overview of the content published by Licensor of Academic Journals on nature.com and the list of backfiles available at <https://www.springernature.com/gp/librarians/products/product-types/journals/academic-journals-on-nature-com>, currently <https://media.springernature.com/full/springercms/rest/v1/content/12017654/data/v5>. For clarity, the information on that list does not modify or affect in any way the content licensed under this License Agreement.

2. Cessation of Publication / Transfer / Take-over

- 2.1 **Cessation of Publication of Continuing Access Journals During the Term** If Licensor ceases to publish new Content for 3% or more of the Continuing Access Journals during any calendar year of the Term, whether because Licensor ceases to have publishing rights or because Licensor ceases to publish those Continuing Access Journals, upon Licensee's written request, Licensor will, at Licensor's sole option, offer to Licensee:
 - (1) access to additional Content not presently licensed to Licensee with an approximate value equal to or greater than the value at the date of cessation of the Content associated with the discontinued Continuing Access Journals that was to be published from the date of cessation of publication through the end of the Term, or
 - (2) a credit toward any future acquisition of a Product in the same value as that mentioned in part (1) above.

The value to be applied for additional Content or a credit will be determined by Licensor in good faith, taking into account factors which may include, without limitation, number of articles, number of pages, impact factor, usage factor, and list price of the Content in question, or any other formula including any or all such factors that allows Licensor to calculate the value of the lost Content as a percentage of the Continuing Access Journals under the License.



2.2 Transfer of Publishing Rights to Continuing Access Journals If Licensor's publishing rights to a Continuing Access Journal are transferred to another publisher or entity at any time during or after the Term, Licensor will use reasonable efforts to provide Licensee with Continuing Access to the Content of that Continuing Access Journal published by Licensor during the Term, either (a) online on the Platform, (b) online on the new publisher's website, or (c) offline by providing the same on a digital storage medium. In case of (c) above, use of the Continuing Access Journal shall be subject to the terms of this License Agreement, except for Sections 4.3 and 4.4 of the General Terms and Conditions. If Licensor is unable to do any of the foregoing, Section 2.1 above shall govern.

3. Content

3.1 Continuing Access Journals

Masaryk Memorial Cancer Institute

	Product ID	Title	ISSN electronic	Year
1	41416	British Journal of Cancer	1532-1827	2020
2	41417	Cancer Gene Therapy	1476-5500	2020
3	41418	Cell Death & Differentiation	1476-5403	2020
4	41379	Modern Pathology	1530-0285	2020
5	41388	Oncogene	1476-5594	2020
6	41391	Prostate Cancer and Prostatic Diseases	1476-5608	2020

3.2 Access Only Journals - Not applicable



Product Terms
Single Title Journal Subscriptions and Legacy Sets
(Nature journals)

1. Term and Access Rights

- 1.1 The Term shall begin on **1st January 2020** (the "Commencement Date") and shall end on **31st December 2020**.
- 1.2 Continuing Access Journals: During the Term, Licensee shall have access to the Continuing Access Journals listed in Section 3.1 first published during the Term. After the Term, Licensee shall have Continuing Access to the Continuing Access Journals first published during the Term, subject to all the terms and conditions of this License Agreement.
- 1.3 Backfile Access During the Term: In addition, during the Term only, Licensee will be granted access to the Content of the Continuing Access Journals titles published beginning the later of (a) four years prior to the Commencement Date or (b) the first date of publication.

2. Cessation of Publication; Transfers

- 2.1 Cessation of Publication of Continuing Access Journals During the Term If Licensor ceases to publish new Content for 3% or more of the Continuing Access Journals during any calendar year of the Term, whether because Licensor ceases to have publishing rights or because Licensor ceases to publish those Continuing Access Journals, upon Licensee's written request, Licensor will, at Licensor's sole option, offer to Licensee:

- (1) access to additional Content not presently licensed to Licensee with an approximate value equal to or greater than the value at the date of cessation of the Content associated with the discontinued Continuing Access Journals that was to be published from the date of cessation of publication through the end of the Term, or
- (2) a credit toward any future acquisition of a Product in the same value as that mentioned in part (1) above.

The value to be applied for additional Content or a credit will be determined by Licensor in good faith, taking into account factors which may include, without limitation, number of articles, number of pages, impact factor, usage factor, and list price of the Content in question, or any other formula including any or all such factors that allows Licensor to calculate the value of the lost Content as a percentage of the Continuing Access Journals under the License.

- 2.2 Transfer of Publishing Rights to Continuing Access Journals If Licensor's publishing rights to a Continuing Access Journal are transferred to another publisher or entity at any time during or after the Term, Licensor will use reasonable efforts to provide Licensee with Continuing Access to the Content of that Continuing Access Journal published by Licensor during the Term, either (a) online on the Platform, (b) online on the new publisher's website, or (c) offline by providing the same on a digital storage medium. In case of (c) above, use of the Continuing Access Journal shall be subject to the terms of this License Agreement, except for Sections 4.3 and 4.4 of the General Terms and Conditions. If Licensor is unable to do any of the foregoing, Section 2.1 above shall govern.



3. Content

3.1 Continuing Access Journals

Brno University of Technology

	Product ID	Title	ISSN electronic	Year
1	41560	Nature Energy	2058-7546	2020

Czech University of Life Sciences

	Product ID	Title	ISSN electronic	Year
1	41586	Nature	1476-4687	2020

Masaryk Memorial Cancer Institute

	Product ID	Title	ISSN electronic	Year
1	41568	Nature Reviews Cancer	1474-1768	2020
2	41571	Nature Reviews Clinical Oncology	1759-4782	2020



General Terms and Conditions for Electronic Products

These **General Terms and Conditions** are part of and incorporated into the License Agreement by and between Licensor and Customer.

1. Definitions

1.1 "**Affiliate**" means a party controlling, controlled by, or under common control with another party, where "control" means the direct or indirect ownership of at least fifty percent (50%) of the stock or other equity interest of a party.

1.2 "**Access Only**" means that Licensee's access to the specified Content is limited to the Term only.

1.3 "**Archive Content**" means Content which is licensed under a Product Term in which the Term begins at the Commencement Date and continues, without an end date, subject to all terms and conditions of this License Agreement.

1.4 "**Authorized Users**" means Licensee's full- and part-time faculty members, students, staff, researchers, contractors (provided that use by a contractor of Licensee is authorized solely to the extent it is for the benefit of Licensee, and not for the benefit of the contractor or any third party), in case Licensee is a public or research library, such Licensee's registered users, provided that such registered users have their permanent residency in the Czech Republic, and authorized walk-in users.

1.5 "**Commencement Date**" means the date from which Licensee is granted access to the Content under individual Product Terms with respect to the Content identified in such Product Terms.

1.6 "**Content**" means the journals, books, archives, databases and all other materials identified in the Product Terms and which are licensed to Licensee under this License Agreement.

1.7 "**Continuing Access**" means Licensee's continuing access to the Content after the Term, which is unlimited in time, but subject always to all provisions of this License Agreement, excluding, however, the obligation to pay License Fees.

1.8 "**Customer**" means the party identified as "Customer" in Attachment 1 of the License Details.

1.9 "**Licensee**" means each of the parties identified as "Licensee" in Attachment 1 of the License Details.

1.10 "**Licensor**" means Springer Nature Customer Service Center GmbH, acting on its

own behalf and/or on behalf of certain of its Affiliates.

1.11 "**Platforms**" means Licensor's websites and other content delivery systems used by Licensee and Authorized Users to access Licensor's content pursuant to this License Agreement.

1.12 "**Product**" means the specific category of Content identified in individual Product Terms.

1.13 "**Product Terms**" mean the terms and conditions applicable to specific categories of Content.

1.14 "**Term**" means the effective period of this License Agreement for an individual Product, as set forth in the Product Terms, including any renewal term.

2. Grant and Scope of License

2.1 Subject to Licensee's compliance with the License Agreement, and except as otherwise stated herein, Licensor hereby grants Licensee a non-exclusive, revocable and non-transferrable license to:

2.1.1 permit Authorized Users to access the Content for the duration and in the manner set forth in the License Agreement;

2.1.2 incorporate links on Licensee's intranet websites to the Content in full text format on the Platforms;

2.1.3 transmit to a non-commercial library single articles, book chapters or portions thereof only for personal educational, scientific, or research purposes ("Interlibrary Loans"). Such transmission shall be reviewed and fulfilled by Licensee's staff, and shall be made by hand, post, fax or through any secure document transmission software, so long as, in the case of any electronic transmission, the electronic file retains the relevant copyright notice and is deleted immediately after printing. The right set out in this clause does not extend to centralized ordering facilities, such as document delivery systems, nor the distribution of copies in such quantities as to substitute for a subscription or purchase of the distributed Content.

2.2 Authorized Users may solely for their personal educational, scientific, or research purposes:



2.2.1 access (including by remote access, with the exception of walk-in-users), browse, view, collate, display, search and retrieve the Content, 2.2.2 download, store on a hard drive or removable media drive, print and copy in paper and digital form single articles, chapters or other individual items of the Content,

2.2.3 use single articles, chapters or other individual items of the Content for the preparation of academic course materials with all rights notices duly presented. This includes also the right to include such course materials in both electronic and printed course packs and/or both printed and electronic course reserves, managed by Licensee. Authorized Users (with the exception of Authorized Users which are registered users of public and research libraries, and walk-in-users) may for teaching purposes only distribute such course materials to other Authorized Users.

2.2.4 To the extent permitted under applicable Licensor policies, available at <http://www.springernature.com/gp/researchers/haredit>, transmit to a third party research collaborator, via the Springer Nature SharedIt functionality, single articles, chapters or other individual items, insubstantial amounts of the Content for personal, scholarly, educational, or scientific research purposes, but in no case for resale or commercial purposes or in a manner or magnitude that would substitute for direct access to the Content via services offered by Licensor.

3. Prohibited Uses

3.1 Neither Licensee nor Authorized Users shall:

3.1.1 remove, obscure or alter any copyright or other notices, trademarks, logos, service marks or any other proprietary rights appearing in or on the Content,

3.1.2 except as permitted by applicable law or this License Agreement, update, change, revise, adapt, modify, translate, transform or create any derivative work of the Content,

3.1.3 except as permitted by Section 2 or by applicable law or this License Agreement, re-distribute, reproduce, or transmit the Content by any means including electronic (e. g., via e-mail, FTP) nor post it on personal or public websites or on public networks,

3.1.4 systematically download any Content to its own or any third-party server, use routines designed to continuously and automatically search and index the Content (full text and meta data), such as web-crawling or spider programs or engage in any activity likely to burden the

Platforms, except as expressly allowed in the License Agreement,

3.1.5 directly or indirectly use or assist any third party to use the Content for any commercial or monetary purposes including without limitation any sale, resale, loan, transfer or upload of the Content to a commercial entity's internet website, or otherwise charge a fee for access; or

3.1.6 otherwise use the Content in a manner that would infringe the copyright or other proprietary rights contained therein.

4. Rights and Obligations of Licensor

4.1 Licensor may control access to the Content through Internet Protocol ("IP") authentication or another identification method reasonably determined by Licensor.

4.2 Licensor reserves the right to monitor, investigate and analyze all available data including logfiles to detect misuse of the Content.

4.3 Where feasible, Licensor shall collect data on usage of the Content and process these according to the COUNTER Code of Practice and according to applicable privacy and data protection laws (the "Usage Data"). The Usage Data will be made available for download by a) Customer (Customer shall have access to Usage Data of all Licensees) and b) each specific Licensee to such Licensee's Usage Data, through a secure website, provided that these statistics are strictly for the Customer's and Licensee's own internal use, except for if disclosure is required by law, funding bodies or public authorities, provided that such request is mandatory under local law or rules of funding bodies, and—Licensor shall not be required to disclose any information to the Customer and/or Licensee which it is prohibited from disclosing to the Customer and/or Licensee due to any legal or regulatory constraint imposed upon it, including without limitation any applicable privacy or data protection legislation or regulations or contractual obligations. It is desirable that the Standardized Usage Statistics Harvesting Initiative (SUSHI) Protocol is available for the Customer and/or Licensee to harvest the statistics, to the extent referred in the the COUNTER Code of Practice.

4.4 Licensor shall use commercially reasonable efforts to provide online access to the Content through the Platforms, subject to periodic unavailability due to (a) unexpected technical issues outside of Licensor's control, or (b) server and software maintenance ("Unavailability"); and to restore access to the Content as promptly as possible in the event of Unavailability, but in all cases no later than two (2) business days from



notification (the “Grace Period”). If the Unavailability continues beyond the Grace Period, Customer shall be entitled to a pro-rata credit of any License Fees paid in advance on behalf of the affected Licensee for the affected Product. Licensor will credit the Customer with an amount calculated as follows:

$$\frac{[\text{Annual License Fee for affected Product}] \times [\text{Number of full days of Unavailability divided by 365}]}{}$$

All of Licensor’s obligations and Licensee’s rights under this Section 4.4 are subject to (i) Licensee’s full compliance with this License Agreement and Licensor’s reasonable instructions regarding access to the Content, (ii) Licensor’s receipt of prompt notification of a loss of access or interruption, specifying the circumstances in reasonable detail, including affected Licensee and Product. Further, Licensor shall have no obligation under this Section 4.4 for any Unavailability caused in whole or in part by a Licensee or its Authorized Users, or by events described in Paragraph 10.2.

In the event that Licensor ceases to provide access to Continuing Access and/or Archive Content as a standard offering through the Platforms, Licensor may provide such Content to Licensee on physical media, or through other means, which may include, without limitation, access through the digital preservation services referred to in Section 4.5 below, to the extent Licensor’s rights to the Content permit.

4.5 Licensor cooperates with a number of digital preservation services provided by e.g. CLOCKSS, LOCKSS and Portico for the preservation of certain online products of Licensor. In the case of a triggering event set forth in Licensor’s agreements with the digital preservation services, Licensee may be entitled to access the Content pursuant to such agreements. It is in Licensor’s sole discretion to enter into or to continue such agreements.

4.6 Licensor reserves the right to discontinue publication or distribution of any part of the Content and to withdraw, edit, amend or retract any part of the Content to which it no longer retains the right to publish or which it reasonably believes is incorrect or may give rise to a legal claim.

4.7 Licensor retains all right, title, and interest in and to the Content, and any trademarks, patent rights, copyrights, and rights to any ideas and designs relating to the Content, the Platforms, and all software used to access the same.

4.8 Itemized Holdings/Title List: Licensor will use its commercially reasonable efforts to provide the Customer and/or Licensee (through the systems used by Licensor), with the current itemized holdings report that specifies the titles included in the Content during the current subscription term (up to the date of its request) and in computer readable format.

4.9 In the event that the Czech Republic or the European Union implements an Open Access policy during the Term of this License Agreement, Licensor may consider the possibility to enter into discussions with the Customer regarding the terms of this License Agreement, but, in any case, this shall not be considered as an obligation of the Licensor to renegotiate this License Agreement or change the terms hereby agreed.

5. Rights and Obligations of Licensee

5.1 Licensee shall at all times implement current industry standard physical, administrative, and technical measures to (a) restrict access and use of the Content to Authorized Users as permitted under this License Agreement, (b) maintain the security and integrity of the Content accessible on or through Licensee’s network, and (c) ensure that all Authorized Users are notified of and Licensee shall use the current industry standard measures which are used to achieve compliance of Authorized Users with the usage restrictions set forth in this License Agreement. Licensee shall terminate access for any individual who ceases to be an Authorized User for any reason. In the event that Licensor’s performance of its obligations under this License Agreement requires that Licensor receive or otherwise process any personal data of Authorized Users, then Licensee shall obtain, if applicable, all necessary approvals and consent from Authorized Users for transfers of personal data to Licensor.

5.2 Licensee shall promptly inform Licensor of any breaches in security in Licensee’s network or its accounts which may result in unauthorized access to the Content.

5.3 If Licensee becomes aware of any unauthorized use of the Content by an Authorized User or third party, Licensee shall immediately inform Licensor and shall take appropriate steps to ensure that such activity ceases and to prevent its recurrence, including, but not limited to, terminating access of any Authorized User accessing or using the Content in violation of this License Agreement.

6. License Fees



6.1 Customer shall pay the fees set forth in the License Agreement (the “**License Fees**”). Delayed payments shall be subject to interest charges at the interest rate of 9 % per annum of the delayed amount above the set European Central Bank Interest Rate for Main Refinancing Operations. The Customer has the right to prove that the actual damage incurred by its default is less than as set forth in the second sentence of this Section 6.1, and will then only be obliged to pay the actual damage.

6.2 All amounts payable by Customer shall be exclusive of any sales, use, withholding, value added or similar taxes, government fees or levies or other assessments. Collection and/or, remittance of such taxes to the relevant tax authority shall be the responsibility of the party who has the legal obligation to do so.

If, based on applicable law, any sales, value added or similar taxes are or become chargeable, Customer will reimburse Licensor by means of paying an amount equal to the amount of such taxes in addition to and at the same time as paying the principal amounts. Licensor shall provide to Customer an appropriate invoice as required by law. If, based on applicable law, any withholding or similar taxes are or become chargeable, Customer is not entitled to deduct these taxes from the principal amounts. Customer shall remit these to the competent tax authority and shall provide Licensor with appropriate evidence of the remittance.

6.3 The License Fee, or any portion thereof, may be invoiced by a Licensor Affiliate, or by an agent designated by Licensor. Payment will be deemed made when received (i) by Licensor, (ii) a Licensor Affiliate, (iii) an agent designated by Licensor, or, (iv) with Licensor’s prior written consent, an agent designated by Customer.

7. Term and Termination

7.1 Either Licensor or Customer may terminate the License Agreement immediately upon notice to the other party if the other party and in the case of Customer, any of the individual Licensees, materially breaches this License Agreement and fails to cure such breach within thirty (30) days after notice from the non-breaching party specifying the breach in reasonable detail.

In the event that Licensor decides to terminate the License Agreement against an individual Licensee, Customer shall not be responsible for the portion of the License Fees related to the Content that would be provided to that Licensee in the subsequent years of the Term after termination. Following termination against an

individual Licensee, Customer shall promptly provide Licensor with a certificate duly executed by one of its Directors, accompanied by all the supporting documentation, certifying the portion of the License Fees allocated to that Licensee for the subsequent years of the Term after termination. In such event, Licensor will recalculate the License Fees accordingly.

In the event of early termination in the case of breach by Licensor, the Customer shall be entitled to a pro-rata refund of the paid Licensee Fee for the remaining period of the License Agreement from the date of termination.

7.2 Either Licensor or Customer may terminate the License Agreement immediately upon notice to the other party if (a) a petition in bankruptcy or for a reorganization or arrangement pursuant to the bankruptcy laws is filed by the other party, or (b) a petition in bankruptcy or for reorganization or arrangement pursuant to the bankruptcy laws is filed against the other party and such petition is not dismissed within 90 days, or (c) an order is entered directing the liquidation of the other party, or (d) the other party becomes insolvent, or (e) the other party assigns all or substantially all its assets for the benefit of creditors, or (f) the other party shall apply for, or consent to, the appointment of a receiver, trustee or liquidator for all, or a substantial part, of its assets, or (g) the other party ceases paying its debts on a regular basis, unless prohibited by applicable law. Pursuant to this Section 7.2, Licensor may, in its sole discretion, decide to terminate the License Agreement with respect to an individual Licensee, if any of the conditions set forth in this Section, is fulfilled with respect to said Licensee.

7.3 In the event Customer fails to pay the License Fee for Content provided under one or more Product Terms, and fails to cure such non-payment within 30 calendar days following notice from Licensor, Licensor may, in its sole discretion, either (a) immediately and without further notice suspend access to the Content licensed under such Product Terms or (b) terminate the License Agreement pursuant to Section 7.1, either in its entirety, or solely with respect to the Content licensed under such Product Terms.

7.4 Licensor may suspend the provision of the Content for a necessary period to Licensee (s) with immediate effect on notice if Licensor has reasonable grounds to believe that Content is being used in a manner contrary to the terms of this License Agreement, without prejudice to any other rights Licensor may have at law or in equity.



7.5 In the event of termination or expiration of the License Agreement for any reason (a) the license grant shall terminate with regard to the Content, (b) Licensor will discontinue Licensee's access to the Content via the Platforms and access by Licensee and Authorized Users to the Content through the Platforms is prohibited, (c) Licensee shall delete or destroy all copies of the Content on electronic and physical storage mediums in its possession or control. and (d) use commercially reasonable efforts (which may include notification of the Authorized Users) to ensure that its Authorized Users delete or destroy Content on their personal electronic devices and physical storage mediums. At Licensor's request, Licensee shall provide a declaration executed by an officer of Licensee attesting that such the measures described above in Section 7.5 (c) and (d) have been fully effectuated. For clarity, however, the first two sentences of this Section 7.5 do not apply upon expiration of the Term of a Product with Continuing Access specified in the applicable Product Terms. All indemnification, confidentiality, and payment obligations in the License Agreement up to the termination date shall survive such termination or expiration.

7.6 Any termination right under this Section 7 may be exercised by Customer or against Customer or an individual Licensee, provided that in the case of termination by Licensor with respect to an individual Licensee, this License Agreement shall remain in effect with respect to all other Licensees.

8. Confidentiality

The License Agreement is the confidential and proprietary information of Licensor (collectively, the "Confidential Information"). Confidential Information shall not include any information which at the time of disclosure is (a) known to the recipient independently of this License Agreement without a breach of any confidentiality obligation; (b) is in the public domain; (c) is made available to the recipient at any time by an independent third party which has not obtained it directly or indirectly in breach of any obligation of confidentiality to Licensor. Customer and Licensee agree to keep the Confidential Information strictly confidential and shall not disclose it to any third party except: (a) to officers, accountants, attorneys, insurers or agents of Customer and Licensee who have a need to know the Confidential Information in order to permit Customer and Licensee to exercise its rights or fulfill its obligations under this License

Agreement, and who are bound by a legal obligation of confidentiality with respect to the Confidential Information, (b) as required by law, including but not limited to § 4 of the Czech law no. 340/2015 Coll, except for personal information, trade secrets and sensitive information that shall be blacked out in the relevant publication of the contract, as permitted by the applicable law and to the extent required by Licensor. Such partial disclosure shall only be made through the channels specified by the Czech law no. 340/2015 Coll and the blacked out version shall be added as Attachment 2 to this Agreement, or (c) pursuant to a properly issued subpoena, any order of any court, or other authority or governmental agency with the authority to obtain information regarding the License Agreement. If Customer or Licensee is requested to disclose any Confidential Information pursuant to (b) or (c) above, it shall immediately notify Licensor of such request, to the extent legally permissible give Licensor a reasonable opportunity to challenge the disclosure, and provide Licensor reasonable assistance in seeking a protective order or in connection with other measures to ensure that the recipient of the Confidential Information keeps it confidential.

9. Representations, Warranties, Indemnification

9.1 Licensor represents and warrants that (a) it has sufficient rights in and to the Content as granted herein, and (b) use of the Content by Customer and Licensee in accordance with the License Agreement shall not infringe or violate any copyright, trademark, or right of privacy or publicity of any third party.

9.2 Licensor shall not be liable for any damages caused by (a) use of the Content by Licensee or any Authorized User other than as expressly permitted under this License Agreement; (b) any failure or malfunction resulting wholly or to any material extent from the Licensee's and/or Authorized User's willful misconduct, negligence, operator error, use other than in accordance with user documentation made available by Licensor; (c) failure by Licensee to implement recommendations previously advised by Licensor in respect of, or solutions for, faults in the Content or the Platforms; or (d) the decompilation or modification of the Content or its merger with any other program by any person other than Licensor.

9.3 Licensor shall defend, indemnify, and hold harmless Licensee and its Affiliates, successors and assigns ("Indemnified Parties") from and



against any and all third party claims, demands, obligations, costs, losses and liabilities, (including reasonable attorney fees if a defense is not provided by Licensor, reasonable fees being such fees allowed by statutory law, if applicable) incurred by Licensee which arise out of a violation of its representations and warranties set forth herein, subject to the conditions that Licensee (a) notify Licensor immediately upon becoming aware of any such third-party claim, (b) not attempt to compromise or settle the claim, (c) provide Licensor with all reasonably requested information and assistance, and (d) permit Licensor to have sole conduct of the defense and/or settlement of such claim with counsel of Licensor's choice at its expense. This Section 9.3 shall be the sole and exclusive remedy the Indemnified Parties may have with respect to any third party claims of misappropriation or infringement of intellectual property for the Content.

9.4 EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR PROVIDES THE CONTENT "AS IS" AND MAKES NO OTHER REPRESENTATION OR WARRANTY. LICENSOR EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY CLAIM ARISING FROM OR OUT OF THE CONTENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF DATA, BUSINESS INTERRUPTION OR LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR'S LIABILITY FOR ANY AND ALL CLAIMS UNDER THIS LICENSE AGREEMENT IS LIMITED TO THE LICENSE FEES ACTUALLY PAID TO LICENSOR IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM.

9.5 Customer represents and warrants that (a) it has the requisite authority to enter into this License Agreement and (b) if acting on behalf of one or more Licensees (i) it is fully and unconditionally authorized so to act and to bind such Licensee(s) to this License Agreement, and (ii) once the License Agreement has been

executed by Customer and Licensor, will provide a copy thereof to Licensee(s).

10. General

10.1 Licensor may assign its rights or delegate its obligations, or any part thereof under the License Agreement, or use subcontractors, without the prior consent of Customer or Licensee (for the avoidance of doubt, Licensee(s) shall have no right to agree to any assignment or use of subcontractors). Licensor will require any such party comply with Licensor's obligations under this License Agreement. Customer or Licensee may not assign its rights or delegate its obligations or any part thereof under the License Agreement without the prior consent of Licensor. Any attempt by Customer or Licensee to assign or delegate any rights or obligations set forth in the License Agreement without Licensor's prior consent shall be null and void.

10.2 Except for any obligations to make payments to the other party hereunder, either party's delay or failure to perform any term or condition of the License Agreement as a result of circumstances beyond its control such as, but not limited to, wars, invasions, hostilities (whether war is declared or not), terrorist threats or acts, epidemics, strikes, fires, floods, earthquakes, explosions, acts of God, governmental restrictions, market manipulations, actions, orders or laws, embargos or blockades, national or regional emergencies, power, telecommunications or Internet failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of the License Agreement or a basis for liability.

10.3 If any covenant or other provision of the License Agreement is invalid, illegal or incapable of being enforced, by reason of any rule of law or public policy, all other covenants and provisions shall nevertheless remain in full force and effect.

10.4 Entire Agreement; Modification: This License Agreement supersedes and replaces all prior agreements and understandings, whether written or oral, between the parties concerning the subject matter hereof. This License Agreement constitutes the entire agreement between the parties concerning its subject matter and cannot be modified, nor may any of its provisions be waived, except when executed in written form and signed, or signed by DocuSign electronic signature, in each case by both parties, except that in the case of waivers or consents, the foregoing requirements shall apply solely to the party giving such waiver or consent. Failure or delay of either party to enforce any of its rights



under this License Agreement is not deemed a modification or a waiver by such party of any of its rights hereunder.

Notwithstanding the foregoing, post-termination or post-expiration access rights granted by Licensor under prior written agreements with Licensee with respect to the Content shall in no way be modified, amended or otherwise affected by this License Agreement unless otherwise expressly agreed to in writing by the parties.

10.5 In case of a conflict or ambiguity between these General Terms and Conditions and the Product Terms, the Product Terms shall prevail. In the event this License Agreement is translated into a language other than English, the English-language version of this License Agreement shall prevail in the event of any conflict between the English-language version and the translated version.

10.6 The License Agreement and the rights and obligations of the parties hereto shall be construed, interpreted and determined in accordance with the laws of the Federal Republic of Germany without reference to the stipulations of the CISG (United Nations Convention on Contracts for the International Sale of Goods) or to Germany's choice-of-law principle.

10.7 The parties acknowledge and agree that any controversies and disputes arising out of the License Agreement shall be decided exclusively by the courts of or having jurisdiction for Heidelberg, Germany, as far as legally permissible.

10.8 All notices given pursuant to the License Agreement shall be in text form as stipulated in Section 126 b of the German Civil Code (including but not limited to letters, facsimile, e-mail). Notice to Licensor shall be to Springer Nature, Licensing Control, Van Godewijkstraat 30, 3311 GX P.O. Box 17, 3300 AA Dordrecht, The Netherlands, with a copy to Legal Department, Springer Nature, Heidelberger Platz, 3, 14197 Berlin, Germany. Notice to Customer shall be to the address set forth in the License Details.

10.9 This License Agreement is solely for Licensor's, Customer's and Licensee's benefit. It is not for the benefit of any other person, except for permitted successors, and assigns under this License Agreement.

10.10 Audit Rights. Licensor will use its commercially reasonable efforts to maintain complete invoices and payment records directly pertinent to performance under this License

Agreement (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for 10 years thereafter. Upon reasonable notice following written request by an auditing/controlling public 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 grants to Customer pertaining to this License Agreement, Licensor will use its commercially reasonable efforts to provide such Records to those authorized bodies, to a reasonable extent. Such auditing/controlling request shall not usually occur more than once per year. The obligation to provide the Records shall be in effect for the timeframe Licensor is obliged to keep the Records specified above. Regardless of the foregoing, Customer shall not disclose the content of the Records to any other third party other than the authorized bodies and that Records will be subject to confidentiality pursuant to Section 8 above.