

## STANDARD LICENSE AGREEMENT

### BISNODE ČESKÁ REPUBLIKA, A.S. AND THE NATIONAL LIBRARY OF TECHNOLOGY

This License Agreement (this "Agreement") is made between Bisnode Česká republika ,a.s., ID Number: 63078201, with its seat at Praha, Siemsenova 2717/4, PSČ 15500, incorporated in Commercial Register maintained by the Municipal court in Prague, section B, insert 3038 ("Licensor") 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"), while the Licensee shall be entitled to grant the sublicense to Participating institutions listed in Appendix B.

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

1. Subject of the Agreement. The subject of this Agreement is to define conditions of cooperation and rights and duties of the contracting parties while providing Licensed Materials as are defined hereunder.
2. Licensed Materials. The materials (the "Licensed Materials") that are the subject of this Agreement are set forth in Appendix A. The Licensor is entitled to change content of the Licensed Materials and available functions if such a change is necessary to secure compliance of the content and/or functions of the Licensed Materials with applicable legal regulation (esp. GDPR).

Export. Individual export extracted from the Licensed Materials that contains data about individual entity, i.e. one row in the database. One Export is defined as information and data related to one individual subject in one row in the database. For example, information about 1000 companies is equal to 1000 Exports. For public use all exports must be labeled "Powered by Bisnode" or by other label of similar nature

3. Grant of License. Licensor hereby grants to Licensee a non-exclusive, non-transferable (except the following sublicenses), system-wide right of access and use limited to the territory of Czech Republic to the Licensed Materials. The



Licensee is entitled to grant the sublicenses to Participating Institutions. The Licensor entitles Licensee to access and use the Licensed Materials, and to provide the Licensed Materials to the Participating Institutions and their Authorized Users (which are defined in Section IV below) of the Participating Institutions (which are listed in the Appendix B) in accordance with the terms of this Agreement.

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 Participating institutions via application installed at locations of Participating institutions (the "Application"). The Licensor shall provide the Licensee with agreed number of user names and passwords to access the Application. The Licensee shall not have any Licensed materials stored on his hard-drive or other data storage; however, Licensee and Participating institutions can store the exported data on their hard-drives or other data storages.

## 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 shall lose its right on sub-license 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, and registered users in case of public or research libraries, regardless of the physical location of such persons. For authorized sites of the Licensee and the Participating Institutions, see Appendix B.

- 1.2. **Walk-ins.** Patrons not affiliated with Licensee and/or the Participating Institutions who are physically present at Licensee's and/or the Participating Institutions' site(s) ("walk-ins").
- 1.3. **Compliance.** Licensee shall secure that each Participating Institution shall make best effort to bind each individual Authorized User (by suitable means such as software acceptance of terms and conditions) to adhere to the license terms and conditions to the Licensed Materials incorporated in this Agreement.
- 1.4. **Identification.** Participating Institutions shall have an obligation to identify each Authorized User to be able to determine who accessed the Licensed materials at any given time. The Licensor or a Participating Institution shall provide such identifications to the Licensor in case of investigation of unauthorized or illegal use of Licensed materials, where such provision is not unlawful.
2. **Access by and Authentication of Authorized Users.** Authorized Users shall be granted access to the Licensed Materials pursuant to the following:
  - 2.1. **Workstations.** The Application will be installed on maximum number of workstations as specified in Appendix A hereto at each of the Participating institutions. Access to the Licensed Materials shall be available only through Application installed by Workstations.
  - 2.2. **Authorization.** Authorized Users shall be identified and authenticated by a username and password, for details see Appendix A.
3. **Authorized Uses.** Licensee, Participating Institutions and Authorized Users may make all use of the Licensed Materials and Exports as is consistent with Czech Republic copyright law and with these licensing conditions. Licensee, Participating Institutions and Authorized Users may use the Licensed Materials and Exports in the extent defined by this Agreement. In addition, the Licensed Materials and/or Exports 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 the Licensed Materials or making statistics within Application.
  - 3.2. **Digital Copy.** Licensee, Participating Institutions and Authorized Users may download and digitally copy an agreed number of Exports.



- 3.3. Print Copy. Licensee, Participating Institutions and Authorized Users may print an agreed number of Exports.
- 3.4. Recover Copying Costs. Licensee and the Participating Institutions may charge a reasonable fee to cover costs of copying or printing portions of Exports for Authorized Users.
- 3.5. Archival/Backup Copy. Licensor shall provide to Licensee upon request, or Licensee may create, one (1) copy of the entire set of Licensed Materials to be maintained as an archival copy. This copy of the entire set of Licensed Materials shall be sealed and stored at safe mutually agreed location at premises of the Licensee and can be unsealed and used by the Licensee only if the Licensor fails to provide access to the Licensed Materials for longer than 14 days.
- 3.6. Caching. Licensee, the Participating Institutions and Authorized Users may make local digital copies of the Licensed Materials in order to ensure efficient use by Authorized Users by appropriate browser or other software. For the avoidance of doubt, the cached copy is not a derivative work.
- 3.7. Classroom Use. Licensee, the Participating Institutions and Authorized Users may distribute single copies of individual articles or items of the Exports 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).
- 3.8. Collections of Information. Licensee, the Participating Institutions and Authorized Users shall be permitted to extract or use information contained in the Licensed Materials in form of Exports 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.
- 3.9. Course Packs (Print and Electronic). Licensee, the Participating Institutions and Authorized Users may use a reasonable portion of the Exports in the preparation of Course Packs or other educational materials.
- 3.10. Course Reserves (Print and Electronic). Licensee, the Participating Institutions and Authorized Users may use an agreed number of Exports for use in connection with specific courses of instruction offered by the Licensee and/or the Participating Institutions.
- 3.11. Scholarly Sharing. On an ad hoc basis, Authorized Users may transmit to a third party in hard copy or electronically, Exports 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.

- 3.12. Text and Data Mining. Authorized Users may use the Licensed Materials to perform and engage in text and/or data mining activities for academic research, scholarship, and other educational purposes and may utilize and share the results of text and/or data mining in their scholarly work and make the results available for use by others, so long as the purpose is not to create a product for use by third parties that would substitute for the Licensed Materials. Licensor will, upon receipt of written request, cooperate with Licensee and Authorized Users as reasonably necessary in making the Licensed Materials available in a manner and form most useful to the Authorized User. Licensor shall provide to Licensee, upon request, copies of the agreed number of Exports for text and data mining purposes without any extra fees for non-commercial use.
- 3.13. 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"). Upon previous written consent of the Licensor 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.
- 3.14. Bibliographic Citations. Licensee, the Participating Institutions and Authorized Users may use, with appropriate credit, figures, tables, and brief excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly, and educational works. For the avoidance of doubt, Licensee, the Participating Institutions and Authorized Users may use citation and abstract information in faculty profiling systems, in lists of publications on faculty and institutional web pages, and to create bibliographies, and store a single copy of an individual document being part of the Licensed Materials, including within secure personal bibliographic reference/citation management systems. All such Citations shall include reference to the Licensor as a source.
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. In the event that any content included in the Licensed Materials is in the public domain or has been issued under a Creative Commons or



other open license, Licensor shall not place access, use or other restrictions on that content beyond those found in the open license, where applicable.

## 5. Amount of Authorized Use.

5.1. Limited Access. Subject to the terms of this Agreement, Licensee, Participating Institutions and their Authorized Users shall have limited and simultaneous user access to the Licensed Materials and Exports as agreed in this Agreement, its Appendix A.

## 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 and shall execute all reasonable effort to prevent such access.
2. Modification of Licensed Materials. Licensee, the Participating, or Authorized Users Institutions shall not modify, manipulate the Licensed Materials without the prior written permission of Licensor.
3. Removal of Copyright Notice. Licensee, the Participating Institutions, or Authorized Users may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.
4. Commercial Purposes. Licensee, the Participating Institutions and 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, 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.

## 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 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 username), 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.
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 and/or phone for feedback, problem-solving, or general questions and will respond in a timely manner. Detailed specification of obligations of the Licensor to provide the Support are set forth in Appendix A hereto.
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. Detailed specification of obligations of the Licensor to provide the Support are set forth in Appendix A hereto.

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 of providing the Licensed Materials. Detailed specification is described in Appendix A hereto.
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 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; this does not apply if change of content of the Licensed Materials or available functions is necessary to secure compliance of the content and/or functions of the Licensed Materials with applicable legal regulation (esp. GDPR).
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; this does not apply if change of content of the Licensed Materials or available functions is necessary to secure compliance of the content and/or functions of the Licensed Materials with applicable legal regulation (esp. GDPR).
13. Usage Statistics. Licensor shall provide both composite system-wide use data about number of Exports for Licensee, Participating Institutions, individual campuses and labs, upon request but not more often than once a month.
14. 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.
15. Confidentiality of Personally Identifiable Information. The Licensor agrees that no personally identifiable information, including but not limited to log-ins recorded in system logs, IP addresses of patrons accessing the system, saved searches, any identification data, usernames and passwords, will be shared with third parties, except in response to a court order, or other legal requirement. If Licensor is compelled by law or court order to disclose personally identifiable information of Authorized Users of patterns of use, Licensor shall provide the Licensee with adequate prior written notice as soon as is practicable, so that Licensee, Participating Institution or Authorized Users may seek protective orders or other remedies. Licensor will notify Licensee and Authorized Users as soon as is practicable if the Licensor's systems are breached and the confidentiality of personally identifiable information is compromised.
16. 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.

17. Interoperability with Prevailing Web Browsers. Licensor will use reasonable efforts to ensure within shortest possible time respecting technical and operational possibilities of the Licensor that the Licensed Materials are accessible and interoperable with prevailing web browsers and internet access tools, including, at a minimum, the most recent two major versions (current version and one version prior) and all the associated releases for those versions.
18. Branding. If reasonable possible, Licensor will provide Licensee and the Participating Institutions the option to brand the Licensor's Platform with the name of the Licensee and/or Participating Institutions Sites at Licensee's discretion.

## VIII. Licensee Performance Obligations

1. License Terms Notification. Licensee shall secure that each Participating Institution shall make best effort to bind each individual Authorized User (by suitable means such as software acceptance of terms and conditions) to adhere to the license terms and conditions to use the Licensed Materials incorporated in this Agreement .
2. Protection from Unauthorized Use. Licensee shall secure, that Participating Institutions will use reasonable efforts to restrict access to the Licensed Materials to Authorized Users.
3. Maintaining Confidentiality of Access Passwords. Where access to the Licensed Materials is to be controlled by use of user names and passwords, Licensee shall secure that Participating Institutions will inform Authorized Users that they should not divulge their user names and passwords to any third party. Licensee and 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. Unless otherwise expressly agreed in this Agreement, the Licensee obtains a non-exclusive, non-transferable (with the exception of sublicense to the Participating Institutions and their Authorizes Users) and by the term of the Agreement time-limited right for the Authorized Users to use the Licensed Materials and the Application as specified in this Agreement, the data and software included in the Licensed Materials and the Application, including their updates, or the means (Internet applications) for presentation for the purpose of their use by use by the Participating Institutions and the Authorized Users only. Authorized Users shall not be allowed to use the Licensed Materials or parts thereof and/or the Exports for any other purpose not permitted by this Agreement, especially but not limited to their further dissemination, sale, transfer to any third party without consideration, surrender for use or for use with or without consideration for the benefit of any third party; the Licensee is obliged to contractually bind the Participating Institutions to fully obey these obligations related to the use of the Licensed Materials and the Application.
  
6. In the event of a serious breach of provisions of this Article VIII by the Licensee or by the Participating Institution, the Licensee shall be obliged to pay the Licensor a contractual penalty of CZK 100,000 (in words: one hundred thousand Czech crowns) for each individual case of such breach. The Licensee shall have the right to collect such a penalty from the Participating Institution and the Licensor shall provide it with necessary cooperation for this cause. The notice with the penalty must be delivered to the Licensee as soon as the Licensor finds the violation and with the detailed justification, otherwise the claim for the contractual penalty will expire.

## IX. Term

1. This Agreement shall become valid and effective on the date of its execution by both of the parties (the “Effective Date”).
2. This Agreement shall be in effect from the Effective Date through the expiration date as set out in Appendix A (till the end of 2022) unless terminated earlier in accordance with the provisions in Section X. and XI.

## X. Renewal

1. This Agreement can be terminated after three (3) years term (this mean after 31.12.2020) if either party gives written notice of its intention to cancel ninety (90) days before expiration of the three (3) year term of this Agreement (for avoidance of doubt this means ninety days before 31.12.2020)



## XI. Early Termination

1. Early Termination for Financial Hardship. The Licensee may terminate this Agreement without penalty after 31 December 2020 if sufficient content acquisitions funds are not allocated to enable the Licensee and/or Participating Institutions, in the exercise of its reasonable administrative discretion, to continue this Agreement. In the event of such financial circumstances, Licensee will notify Licensor of the intent to terminate the Agreement as soon as is reasonably possible, but in any case, no less than thirty (30) days prior to next first payment date, and this transaction shall terminate on the last day of the subscription period for which payment has been made without penalty of expense to the Licensee of any kind whatsoever, except as to the portions of payments herein agreed for which funds shall have been appropriated and budgeted or otherwise available. In the event of such termination the Licensee and Participating Institutions shall maintain its perpetual right to materials licensed under the subscription periods for which it has fully paid, subject to Section XII.
2. Termination for Breach. If either party believes that the other has materially breached any obligations under this Agreement, such party shall so notify the breaching party in writing with a detailed description of the breach. The breaching party shall have 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. Stop of providing services. If a Participating Institution violates obligations related to the use of the Licensed Materials stipulated in this Agreement the Licensor is entitled to stop providing the Licensed Materials and to deactivate the Application to such a Participating Institution for a period necessary to rectify such violation; in case of serious breach of such obligations the Licensor is entitled to stop providing the Licensed Materials and to deactivate the Application to such a Participating Institution permanently. In such events no refunds of prepaid price shall be made by the Licensor to the Licensee. About the stop for a period or permanently Licensor shall notify Licensee and respective Participating Institution.
4. 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 Exports made by Authorized Users may be retained for educational purposes and used subject to the terms of this Agreement.
5. Refunds. In the event of early termination due to a material breach of this



Agreement (including termination for Modifications of Licensed Materials and Withdrawal from Licensed Materials) by the Licensor, Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination. For avoidance of any doubt the Licensee shall not be entitled to a refund of any fees due to change of content of the Licensed Materials and available functions if such a change is necessary to secure compliance of the content and/or functions of the Licensed Materials with applicable legal regulation (esp. GDPR). In the event of early termination due to a material breach of this Agreement by the Licensee, Licensee shall not be entitled to any refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

## XII. Perpetual Rights

1. Perpetual License. Notwithstanding anything else in the Agreement, Licensor grants to Licensee and Participating Institutions a nonexclusive, royalty-free, system-wide perpetual license limited to the territory of Czech Republic to use the Exports that were subscribed to or for which a perpetual license fee has been paid during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which Licensee and/or Participating Institutions shall have access to such Exports shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement. If the Licensor's means of access is not available, the Licensee and/or Participating Institutions may provide substantially equivalent access to the Exports by use of an archival copy or by engaging the services of third-party trusted archives (such as Portico) and/or participating in collaborative archiving endeavors to exercise its perpetual use rights.

## XIII. Warranties

1. Licensor warrants that it has all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials to the Licensee and the Participating Institutions for the purposes and terms outlined in this Agreement, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party.
2. Licensor warrants, that Licensed Materials shall be updated in the shortest possible time reflecting technical and operational possibilities of the Licensor and that shall contain all the anticipated content.

## XIV. Limitations on Warranties

1. Notwithstanding anything else in this Agreement, neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, that arises from the use of the Licensed Materials, or the inability (means incompetence, not the possibility, availability to use Licensed materials) to use the Licensed Materials.
2. Licensor is not liable for the impossibility to use the Licensed Materials (data, information) caused by the delay/default of the third party, so-called, Licensor is not liable for information received in delay, incorrect or incomplete from third parties.
3. 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.
4. 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.
5. The total contingent liability of the Licensor for any damages under or in connection with this Agreement relating any claims of the Licensee or a Participating Institution, if any, shall be limited to an amount equal to the price exclusive of VAT paid to the Licensor by the Licensee in accordance with this Agreement. Licensor shall in no way be responsible for any subsequent losses, loss of profits or indirect damage. This limitation does not apply to the any damages regarding to the Article XXV. - Audit Rights.

## XV. Indemnities

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



APPLICABLE TO THIS INDEMNIFICATION. This Section XV shall survive the termination of this Agreement.

## XVI. Assignment and Transfer

1. Neither party may assign, directly nor indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, except as otherwise provided in Section VII. Neither party to this Agreement may unreasonably withhold or delay such written consent.

## XVII. Governing Law

1. This Agreement shall be interpreted and construed according to, and governed by, the laws of the Czech Republic, in particular by Act No. 89/2012 Coll., the Civil Code, as amended, excluding any such laws that might direct the application of the laws of another jurisdiction.

## XVIII. Dispute Resolution & Venue

1. In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise good faith efforts to resolve the dispute as soon as possible. In the event that the parties cannot, by exercise of their good faith efforts, resolve the dispute, they shall submit the dispute to informal mediation, as further described below in this paragraph. The parties shall continue to perform their respective obligations under this Agreement that are not affected by the dispute. The party invoking mediation shall give to the other party written notice of its decision to seek informal mediation, and the notice must include a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within five (5) working days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute.
2. If the dispute is not resolved within thirty (30) calendar days of the meeting among the parties' executives, either party may pursue a legal action in court. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in Prague, Czech Republic. During such court action, the parties shall continue to perform their respective obligations under this Agreement that are not affected by the dispute.



## XIX. Force Majeure

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

## XX. Entire Agreement

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

## XXI. 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.

## XXII. 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.

## XXIII. 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.

## XXIV. 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.
4. 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.

### 5. If to Licensor:

5.1. Bisnode Česká republika, a.s  
Siemensova 2717/4, Praha, 15500  
Praha  
Czech Republic  
Email: [podpora@bisnode.cz](mailto:podpora@bisnode.cz)  
Phone: Customer Service: +420 274 000 800

### 6. If to Licensee:

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

Email: [licensing@czechelib.cz](mailto:licensing@czechelib.cz)



6.2. Technical contact:

Head of Licensing Unit

CzechELib

National Library of Technology

Technická 6, 160 80 Praha 6 - Dejvice, Czech Republic

Email: [licensing@czechelib.cz](mailto:licensing@czechelib.cz)

## XXV. Audit rights

1. Licensor is obliged to stand still any control of a respective authority and to cooperate with an any auditing/controlling body authorized to carry out audit in compliance with the rules and regulations of Czech republic and mandatory rules of EU/EC regarding to the financial control especially regarding to the grants as well as to cooperate with persons authorized to execute the audit/control by such auditing bodies. Licensor shall not be entitled to any remuneration, compensation nor any other benefit for providing cooperation as described above.
2. Disallowance of the audit/control or a failure to provide cooperation as described in Article 1 shall be deemed as a serious breach of this Agreement.
3. Licensor is obliged to fully compensate any damages that should arise as a result of the conduct described in Article 2. Obligations described in Article 1 are imposed upon the Licensor regardless the termination of this Agreement.

## XXVI. 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 Licensor

DATE: 30.04.2018

Jiří Skopový  
Chairman of the board of directors



BY: \_\_\_\_\_  
Signature of Authorized Signatory of Licensor

DATE: 30.04.2018

Tomáš Hrnčál  
Member of the board of directors

**LICENSEE:**



BY: \_\_\_\_\_  
Signature of Authorized Signatory of Licensee

DATE: 30.04.2018

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: Bisnode Albertina
- Description: Bisnode Albertina works as a source of information about the economic environment of the Czech Republic and Slovakia (according to purchased version). The user can find information here for all economic subjects (natural persons, entrepreneurs, legal entities). With Albertina user can find basic identification data, contact data, if available (phone, e-mail or web address), and well organized information about contact persons. It also includes information about a company's scope of business, financial situation, details about bankruptcies and liquidations, a list of owners and ownership shares and information about financially related entities. Product allows mass search for entities based on a variety of segmentation criteria.

It serves as a source of information for the marketing activities of companies in finding new customers, obtaining information about the competitive environment, finding business partners, producing statistics and analyzing market segments or business environment.

### Another business terms

- The Albertina allows Authorized Users to access Licensor's database as a thick client. A user software is installed on the Participating Institution's computer, which sends queries to the operator's server from where the Authorized User can view information about individual companies or their groups via this software, or export them locally in the required format. This software is bound to a particular computer (based on MAC address) and username and password. If user needs to install software on another computer, Participating Institution needs to inform Licensor to unbound the link to a specific MAC address. The number of computers on which the software can be installed and operated is defined by the number of Workstations set hereunder.
- The amount of data that can be exported (locally stored in the .xlsx, .mdb, .dbf, .txt, .mdb, .dbf, .txt, etc.) is limited to 300,000 Exports for each Participating Institution and can be divided in different proportions among individual Workstations at the Licensee's or Participating Institution request. Otherwise, Authorized Users of the Participating Institution share this limit until they are depleted. Additional Export limits could be individually agreed between Participating Institution and Licensor.
- The database on the Licensor server is updated on a monthly basis. Access to database (Licensed Materials) is continuous (24/7), with the exceptions of maintenance, repair or power cut. The Licensor makes maximum effort to provide undisturbed access to the data, provides server access to the information database especially on workdays from 7:00 am to 8:00 pm, allowing it to restrict functionality or completely shut down the server for repair if it is needed immediately. However, for a maximum of 5 hours, continuously and subsequently as a result of force majeure within the





meaning of the relevant legislation. The Licensor is not responsible for such restrictions or interruption of the server operation.

- The product is provided during the duration of the license with customer service support from 09:00 to 16:30 on workdays. Contacts for support:
- +420 274 000 800, email: podpora@bisnode.cz  
If there is a change of a contacts 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.
- The Licensor provides training for the use of the product for an adequate number of Workstations (based on the number of purchased) twice a year .
- Data obtained from the product may not be passed on to third parties without the permission of the Licensor. For publication purposes, the data may be used after Licensor's consent and subject to source quote, Licensor may not unreasonably withhold or delay such consent. For those accessing the database, it is the responsibility of the Participating Institution to ensure that there is no serious breach of the license terms, such as data leakage to competing companies etc.
- Licensor reserves the right to replace the Albertina product with similar features. This may be due, for example, to legislative reasons or termination of support for this product. The scope of available data and product functionality may be modified during performance to comply with the legal requirements of Czech and EU legislation.

**Agreement Term:** Effective Date - 31 December 2022.

**Access Conditions:** Limited number of Workstations (username/password combinations) - (20).

**Authentication:** according to username and password

**Fees and Negotiated Discounts:**

- Total Fee: **808 000 CZK**
- License Fee / year: 161 600 CZK
- In the event that the Licensor will be required to modify the portions of the Licensed Materials to secure compliance of the content and/or functions of the Licensed Materials with applicable legal regulation (esp. GDPR), and this will result in a change in the data content by at least 30%, the Licensor is obliged to reduce the price of the License Fee by 15% and is obliged to inform the Licensee without undue delay in writing.

**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 2018 shall be paid in the whole amount, regardless of the beginning of the Agreements' effectiveness.
3. All the prices under this Agreement are set forth as final, unchangeable and maximum allowable.
4. The value added tax shall be added to all the prices under this Agreement in the value prescribed by the law.
5. The price for each commenced calendar year of the duration of the Agreement shall be paid in two payments with the following maturity:
  - 50% of the fee shall be due and payable by Licensee within thirty (30) days after the date of receiving the invoice from Licensor (maturity of the first invoice);
  - 50% of the fees are due and payable by Licensee within one hundred and twenty (120) days after the date of receiving the invoice from Licensor (maturity of the second invoice);
  - The invoice shall not be issued and delivered earlier than on the first day of the respective calendar year;
6. The invoice shall be issued in the currency specified in the Agreement.
7. 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. 89/2012 Coll., The Civil Code, as amended and 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 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”.
8. 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.
9. 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 other party.
10. The Licensor is not entitled to require any advance payments under this Agreement.
11. The Licensor declares that is a VAT payer and that is not an unreliable VAT payer within the meaning of the Section 106a of the VAT Act. In the event that the tax administrator starts a procedure that the Licensor is an unreliable VAT payer, the Licensor undertakes to notify such fact to the Licensee in writing without undue delay.
12. The Licensor further declares that he fulfills all the conditions set forth in the Section 109 of the VAT Act, i.e. that he has not breached any obligation under the VAT Act which could lead to the liability of the Licensee for the unpaid tax under the Section 109 of the VAT Act. The Licensor undertakes that if there is a threat



or even a breach of any Licensor's obligation that could lead to the liability of the Licensor for an unpaid tax, he shall notify such fact in writing to the Licensee without undue delay.

13. Any payments made under this Agreement in favor of the Licensor shall be made to the Licensor's bank account, which is registered with the tax authority within the meaning of the Section 109 of the VAT Act, which the Licensor confirms. In the event that the Licensor becomes an unreliable VAT payer under the preceding paragraphs or there is a threat that the Licensor becoming an unreliable VAT payer under the preceding paragraphs, or the Licensor's account shall not be registered with the tax administrator, the Licensor expressly agrees that the VAT from the price under this Agreement shall be paid directly to the tax administrator's account in accordance with the binding legislation.
14. The Licensor takes on the risk of a change in circumstances under the Section 1765 (1) of the Act No. 89/2012 Coll., The Civil Code, as amended.



## Appendix B: Participating Institutions

- 1/ CZECH UNIVERSITY OF LIFE SCIENCES PRAGUE
- 2/ UNIVERSITY OF WEST BOHEMIA

Participating Institutions	Number of licences	Limited number of users (workstations)	Limit for export for 1 year	Price for 1 year	Total price for 5 years
UNIVERSITY OF WEST BOHEMIA	1	10	300 000		
CZECH UNIVERSITY OF LIFE SCIENCES PRAGUE	1	10	300 000		
				161 600 CZK	808 000 CZK

