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#### AND

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or Publisher's systems are breached and the confidentiality of personally identifiable information (personal data) is compromised.

- 7.24 Notice of the Use of Digital Rights Management Technology. In the event that the Distributor or the Publisher utilizes or implements any type of digital rights management ("DRM") technology to control the access to or usage of the Licensed Materials, the Distributor will provide or shall ensure that the Publisher will provide the Licensee with a description of the technical specifications of the DRM and how it impacts access to or usage of the Licensed Materials. In no event may such DRM technology be used in a way that would limit the usage rights of the Participating Institution or any Authorized User as specified in this Agreement or under applicable law. If the use of DRM 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 Section 11 of this Agreement.
- 7.25 Use of Digital Watermarking Technology. In the event that either the Distributor or the Publisher utilizes any type of watermarking technology for any element of the Licensed Materials, the Distributor shall use reasonable efforts to ensure that the Publisher agrees that the watermarks may not reduce the readability of the content or degrade image quality. Such 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, the Distributor will notify or shall ensure that the Publisher will notify the Licensee at least thirty (30) days in advance of such implementation, and provide the technical specifications for the watermarking 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 Section 11 of this Agreement.
- 7.26 <u>Interoperability with Prevailing Web Browsers.</u> The Distributor shall ensure that the Publisher will use reasonable efforts to ensure that the Licensed Materials are accessible and interoperable with the current versions of the browsers and the technical specifications the Publisher supports.<sup>1</sup>
- 7.27 **Branding.** If commercially possible, the Distributor will allow and shall make reasonable efforts to ensure that the Publisher will allow the Licensee and the Participating Institutions to brand the Publisher's platform with the name of the Licensee and/or the Participating Institutions' Sites at the Licensee's or the Participating Institutions' own discretion.
- 7.28 **MARC Records.** Intentionally omitted
- 7.29 Open Access Option. Intentionally omitted
- 7.30 Intentionally omitted

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<sup>&</sup>lt;sup>1</sup> For a current list of those technical specifications valid as of execution hereof please see: <a href="http://www.uptodate.com/help/manual/sysreq">http://www.uptodate.com/help/manual/sysreq</a>.

## 8. Licensee Performance Obligations

- 8.1 <u>License Terms Notification.</u> The Licensee shall ensure that the Participating Institutions will use reasonable efforts to provide the Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement.
- 8.2 **Protection from Unauthorized Use.** The Licensee shall ensure that the Participating Institutions will use reasonable efforts to restrict access to the Licensed Materials to the Authorized Users in the case of their unauthorized use of the Licensed Materials.
- 8.3 Maintaining Confidentiality of Access Passwords. Where access to the Licensed Materials is to be controlled by the use of passwords, the Licensee shall ensure that the Participating Institutions will use reasonable efforts to inform the Authorized Users that they should not divulge their numbers and passwords to any third party. The Licensee shall ensure that the Participating Institutions will also use reasonable efforts to maintain the confidentiality of any institutional passwords provided by the Distributor or the Publisher.
- 8.4 The Licensee shall use all reasonable efforts to ensure that the Participating Institutions will comply with the terms of this Agreement and will use the Licensed Materials in accordance with the license terms set out in this Agreement and will observe proper fulfilment of requirements set out in this Agreement. The Licensee shall use all reasonable efforts to ensure that the Participating Institutions will ensure that the Authorized Users only use the Licensed Materials in accordance with the license terms set out in this Agreement.

## 9. Term

- 9.1 This Agreement shall become valid on the date of its execution by both of the Parties. This Agreement shall take effect on the date of its publication in the Czech Register of Contracts or on the date specified as the beginning of the Agreement Term in Appendix A (whichever occurs later) ("Effective Date").
- 9.2 This Agreement shall be in effect from the Effective Date through the expiration date as set out in Appendix A unless terminated earlier in accordance with Section 11 of this Agreement.
- 9.3 By a Subscription Period shall be for the purpose of this Agreement understood a calendar year (1 January 31 December), unless specified differently in Appendix A.

#### 10. Renewal

Intentionally left blank

## 11. Termination

- 11.1 Early Termination for Financial Hardship. The Licensee may terminate this Agreement, even partially with respect to particular Participating Institution or Participating Institutions, without penalty as of 31 December 2023 and subsequently every potential 31 December of the following Subscription Period if (i) sufficient content acquisitions funds are not allocated, or (ii) content acquisition funds are withdrawn or reduced, or (iii) the relevant Participating Institution does not have sufficient funds to participate, 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, the Licensee will notify the Distributor of the intent to terminate this Agreement or partially terminate this Agreement at least ninety (90) days before the end of the respective Subscription Period. This Agreement shall terminate in the selected extent on the last day of the respective Subscription Period 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.
- 11.2 <u>Termination for a Material Breach.</u> Each Party shall notify the breaching Party of a material breach of this Agreement in writing with a detailed description of the breach. The breaching Party shall have thirty (30) days from the receipt of such notice to use all reasonable means to cure this alleged material breach and to notify the non-breaching Party in writing that a cure has been effected. If the material breach is not cured within the thirty (30)-day period, the non-breaching Party shall have the right with a written notice to immediately and without judicial or administrative resolution partially terminate this Agreement with respect to a certain Participating Institution if the Material Breach arose due to this particular Participating Institution, or terminate this Agreement entirely if the Licensee has materially breached the terms and conditions hereof. Termination of this Agreement is effective immediately by the date of delivery of such a notice. The obligation of the Parties to also remedy any other breach shall not be affected by this provision.
- 11.3 <u>Termination of Access.</u> Upon termination of this Agreement, the Distributor or the Publisher may terminate access to the Licensed Materials by the Licensee, the Participating Institutions and the Authorized Users (in case of a partial termination of this Agreement only with respect to the particular Participating Institution and their Authorized Users). Upon termination of this Agreement for any reason, all rights granted to the Licensee, Participating Institutions and Authorized users hereunder will cease, and the Licensee and the Participating Institutions will perform necessary reasonable efforts to promptly
  - (a) purge the Licensed Materials from all of the Licensee's and the Participating Institution's computer systems, storage media and other files,
  - (b) destroy the Licensed Materials and all copies thereof.
- 11.4 <u>Refunds.</u> In the event of early termination pursuant to this Agreement, except for termination for a material breach by the Licensee pursuant to Section 11.2 of this

Agreement, the Licensee shall be entitled to a refund of any Fee or pro-rata portion thereof paid by the Licensee for any remaining period of this Agreement calculated from the date of termination.

## 12. Perpetual Rights

No perpetual rights

<u>Archival Copy.</u> Intentionally omitted

Third-Party Archiving Services. Intentionally omitted

#### 13. Warranties

13.1 The Distributor represents and warrants that it has, together with the Publisher, all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials to the Licensee that could further authorize the Participating Institutions and their Authorized Users to use the Licensed Materials for the purposes and terms set out in this Agreement, and that the use of the Licensed Materials in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party. The Distributor represents and warrants that it is authorized together with the Publisher to fulfill any and all of its obligations set out in this Agreement and that its contractual or other relationship with the Publisher allows it to fulfill these obligations.

#### 13.2 Intentionally omitted

Accessibility Requirements. The Distributor represents and warrants that the Licensed Materials comply with the Distributor's and the Publisher's country of origin laws and regulations and conform to the international accessibility requirements of Web Accessibility Initiative, Web Content Accessibility Guidelines (WCAG) 2.0 at level AA. The Distributor shall also promptly respond to and use reasonably efforts to resolve any complaint regarding accessibility of the Licensed Materials and use reasonably efforts to ensure that necessary measures are taken by the Publisher, if necessary.<sup>2</sup>

13.3 THE LICENSED MATERIALS CONTAIN OR ARE BASED UPON CONTENT THAT IS AN UPDATED PERIODIC REFERENCE. THE DISTRIBUTOR, THE PUBLISHER AND ITS LICENSORS RECEIVE DATA AND INFORMATION FROM MANY INDEPENDENT SOURCES, INCLUDING DRUG MANUFACTURERS AND GOVERNMENT AGENCIES. THE DISTRIBUTOR, THE PUBLISHER AND ITS LICENSORS CANNOT, AND DO NOT, INDEPENDENTLY REVIEW, VERIFY, TEST, INVESTIGATE OR SUBSTANTIATE ANY OF THE LICENSED MATERIALS DESCRIPTIONS OR OTHER CONTENT IN THE LICENSED MATERIALS FOR CORRECTNESS, ACCURACY, TIMELINESS OR COMPLETENESS, INCLUDING

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WITH RESPECT TO ANY LICENSED MATERIALS DESCRIPTIONS. PRICES. OR INFORMATION CONCERNING MEDICAL DEVICES, AND DISCLAIM ALL RESPONSIBILITY FOR ANY ERRORS THEREIN AND FOR ANY ADVERSE CONSEQUENCES RESULTING THEREFROM. IN ADDITION. THE LICENSED MATERIALS MAY NOT NECESSARILY COVER ALL POSSIBLE USES. DIAGNOSES, TREATMENT OPTIONS, DIRECTIONS, PRECAUTIONS, DRUG INTERACTIONS, DOSAGE LIMITATIONS, LOCAL PRACTICES, OR ADVERSE EFFECTS APPLICABLE TO A PARTICULAR DRUG OR TREATMENT OR A PARTICULAR PATIENT. ALTHOUGH THE LICENSED MATERIALS MAY COVER A WIDE RANGE OF PRESCRIPTION AND NON-PRESCRIPTION DRUGS, THE LICENSED MATERIALS DO NOT INCLUDE ALL DRUGS, VACCINES, DEVICES. AND DIAGNOSTIC AGENTS. ACCORDINGLY, AND WITHOUT LIMITING THE FOREGOING. THE ABSENCE OF A WARNING FOR A GIVEN DRUG OR DRUG COMBINATION IS NOT AN INDICATION THAT THE DRUG, DOSAGE, OR DRUG COMBINATION IS SAFE, APPROPRIATE, OR EFFECTIVE FOR ANY PARTICULAR PATIENT. MOREOVER, THE LICENSED MATERIALS THAT MAY BE PROVIDED TO THE LICENSEE, PARTICIPATING INSTITUTIONS AND AUTHORIZED USERS MAY PROVIDE USEFUL INFORMATION ABOUT MEDICATIONS. BUT THE LICENSED MATERIALS ARE LIMITED AND MAY BE CONFUSING TO CERTAIN PATIENTS WHEN NOT INTERPRETED BY A HEALTHCARE PROFESSIONAL. THE LICENSED MATERIALS ARE NOT INTENDED TO BE RELIED THEREON AS ON A SUBSTITUTE FOR THE KNOWLEDGE, EXPERTISE, SKILL, VERBAL COUNSELING, PHYSICAL DEMONSTRATION OF AN ADMINISTRATION TECHNIQUE, OR JUDGMENT OF PHARMACISTS, PHYSICIANS, OR OTHER HEALTHCARE PROFESSIONALS IN PATIENT CARE.

- 13.4 THE DISTRIBUTOR, THE PUBLISHER AND ITS LICENSORS AND THEIR AFFILIATES MAKE AND THE LICENSEE, PARTICIPATING INSTITUTIONS AND AUTHORIZED USERS RECEIVE NO WARRANTY, CONDITION, OR REPRESENTATION WITH RESPECT TO THE LICENSED MATERIALS, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY THE DISTRIBUTOR, THE PUBLISHER AND ITS LICENSORS, OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF COMPREHENSIVENESS, SATISFACTORY QUALITY, SUITABILITY, AVAILABILITY, PERFORMANCE, COMPATIBILITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT).
- 13.5 THE DISTRIBUTOR, THE PUBLISHER AND ITS LICENSORS MAKE NO WARRANTY THAT THE LICENSED MATERIALS SATISFY GOVERNMENT REGULATIONS REQUIRING DISCLOSURE ABOUT PRESCRIPTION DRUG CONTENT OR THAT ANY CODES, PRICES, OR OTHER DATA CONTAINED IN THE LICENSED MATERIALS ARE ACCURATE, IT BEING UNDERSTOOD THAT THE INFORMATION REFLECTING PRICES IS NOT QUOTATION OR AN OFFER TO SELL OR PURCHASE AND DOES NOT NECESSARILY REPRESENT THE ACTUAL PRICES CHARGED OR PAID IN A SINGLE TRANSACTION OR GROUP OF TRANSACTIONS. NO EMPLOYEE, CONSULTANT, REPRESENTATIVE OR AGENT OF THE DISTRIBUTOR, THE PUBLISHER OR ITS LICENSORS IS

- AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS THE WARRANTIES AND LIMITATIONS CONTAINED IN THIS AGREEMENT.
- 13.6 THE DISTRIBUTOR. THE PUBLISHER AND ITS LICENSORS DO NOT ASSUME. AND EXPRESSLY DISCLAIM, ANY OBLIGATION TO OBTAIN AND INCLUDE ANY INFORMATION OTHER THAN THAT PROVIDED IN THE LICENSED MATERIALS. BY MAKING THE LICENSED MATERIALS AVAILABLE, THE DISTRIBUTOR, THE PUBLISHER AND ITS LICENSORS ARE NOT ENDORSING OR ADVOCATING THE USE OF ANY CONTENT OR INFORMATION DESCRIBED IN THE LICENSED. MATERIALS, NOR ARE THEY RESPONSIBLE FOR MISUSE OF LICENSED MATERIALS DUE TO, OR OTHER CONSEQUENCE OF, ANY TYPOGRAPHICAL ERROR OR OTHER INACCURACY. ADDITIONAL INFORMATION ON ANY LICENSED MATERIALS MAY BE OBTAINED FROM THE MANUFACTURER. THE DISTRIBUTOR, THE PUBLISHER AND ITS LICENSORS DO NOT WARRANT THAT THE LICENSED MATERIALS (OR ANY SERVICES) WILL MEET THE LICENSEE'S. PARTICIPATING INSTITUTION'S OR AUTHORIZED USER'S REQUIREMENTS OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. FURTHERMORE, THE DISTRIBUTOR, THE PUBLISHER AND ITS LICENSORS DO NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE LICENSED MATERIALS. LICENSED MATERIALS MAY BE PROVIDED WITH THIRD PARTY PLUG-INS OR OTHER THIRD PARTY SOFTWARE. OR MAY BE PROVIDED AS A PLUG-IN FOR. OR OTHERWISE IN ASSOCIATION WITH, THIRD PARTY SOFTWARE. USE OF ANY SUCH THIRD PARTY SOFTWARE WILL BE GOVERNED BY THE APPLICABLE LICENSE AGREEMENT, IF ANY, WITH SUCH THIRD PARTY. THE DISTRIBUTOR, THE PUBLISHER AND ITS LICENSORS ARE NOT RESPONSIBLE FOR ANY THIRD PARTY SOFTWARE AND WILL HAVE NO LIABILITY OF ANY KIND FOR THE LICENSEE'S, PARTICIPATING INSTITUTION'S OR AUTHORIZED USERS' USE OF SUCH SOFTWARE AND MAKE NO WARRANTIES WITH RESPECT THERETO.
- 13.7 THE LICENSEE ACKNOWLEDGES THAT ACCESS TO THE LICENSED MATERIALS MAY BE SUBJECT TO DELAYS, LATENCY ISSUES, AND LIMITATIONS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND THAT THE DISTRIBUTOR, THE PUBLISHER AND ITS LICENSORS ARE NOT RESPONSIBLE FOR ANY OF THE FOREGOING ISSUES. AT TIMES. ACTIONS OR INACTIONS BY THIRD PARTIES PROVIDING INTERNET SERVICE, INCLUDING HOSTING COMPANIES ENGAGED BY THE DISTRIBUTOR, THE PUBLISHER AND ITS LICENSORS, MAY AFFECT IMPAIR OR DISRUPT INTERNET CONNECTIONS AND THE SITE ON WHICH THE LICENSED MATERIALS MAY BE MADE AVAILABLE. THE DISTRIBUTOR, THE PUBLISHER AND ITS LICENSORS DO NOT GUARANTY THAT SUCH EVENTS WILL NOT OCCUR AND DISCLAIM ANY AND ALL LIABILITY RESULTING FROM SUCH EVENTS, USE OF OR ACCESS TO THE LICENSED MATERIALS OR THAT USE OF THE LICENSED MATERIALS WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS ONCE THE LICENSED MATERIALS LEAVE THE CONTROL OF THE DISTRIBUTOR, THE PUBLISHER AND ITS LICENSORS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY, AND THE LICENSEE AND PARTICIPATING INSTITUTIONS MAY HAVE OTHER LEGAL RIGHTS RELATED TO THIS AGREEMENT THAT MAY VARY BY JURISDICTION.

## 14. Limitations on Warranties

- 14.1 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 incompetence of the Authorized Users to properly use the Licensed Materials.
- 14.2 The Distributor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any of the 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.
- 14.3 Except for the express warranties stated elsewhere in this Agreement, the Distributor 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.

#### 15. Indemnities

- 15.1 The Distributor shall indemnify and hold harmless the Licensee, the Participating Institutions and Authorized Users from and against any and all liabilities, losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from actual or alleged infringement of any third-party intellectual property rights regarding 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 shall survive the termination of this Agreement.
- 15.2 <u>Indemnity</u>. If an action is brought against the Licensee or Participating Institutions claiming that the Licensed Materials infringe a copyright or misappropriate a trade secret ("Infringement Claim"), either the Distributor or the Publisher will defend the Licensee at their own expense and, subject to this Section and Section 1.5, pay the damages and costs finally awarded against the Licensee / Participating institution in the infringement action, but only if:

- (a) The Licensee notifies the Distributor or the Publisher promptly upon learning that the claim might be asserted,
- (b) The Distributor or the Publisher or its designee has sole control over the defense of the claim and any negotiation for its settlement or compromise, and
- (c) The Licensee provides the Distributor, the Publisher and its designees with reasonable assistance, information and authority necessary to perform its defense and indemnification obligations.
- 15.3 <u>Infringement Remedy</u>. If an Infringement Claim may have, or has, been asserted, the Licensee and the Participating Institutions will permit the Distributor or the Publisher, at their option and expense, to
  - (a) procure the right to continue using the Licensed Materials,
  - (b) replace or modify the Licensed Materials to eliminate the infringement while providing functionally equivalent performance, or
  - (c) accept the return of the Licensed Materials and refund the Licensee the Fee actually paid to the Distributor for such Licensed Materials, less depreciation based on a five (5) year straight line depreciation schedule.
- 15.4 <u>Limitation</u>. The Distributor or the Publisher will have no indemnity obligation to the Licensee under this Section if the Infringement Claim results from:
  - (a) a correction or modification of the Licensed Materials not provided by the Publisher,
  - (b) the failure to promptly install the most recent Update of the mobile application, if installation of such Update would have avoided the infringement, or
  - (c) the combination of the Licensed Materials with other items not provided by the Publisher, but only if the claim would not have arisen from use of the Licensed Materials alone.

The Distributor and the Publisher acknowledge that this Section states its exclusive remedy and the Distributor, the Publisher and its licensors' sole liability, in connection with any Infringement Claim or claim of misappropriation, unless the indemnity does not cover all damages incurred to the Licensee or the Participating Institutions or the Authorized Users.

15.5 <u>LIMITATION OF LIABILITY</u>. UNDER NO CIRCUMSTANCES WILL THE DISTRIBUTOR, THE PUBLISHER, ITS LICENSORS OR RELATED PERSONS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF THE LICENSEE, PARTICIPATING INSTITUTIONS OR ITS CUSTOMERS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, OR USE OF THE LICENSED

MATERIALS, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY OR REMEDY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH THE DISTRIBUTOR, THE PUBLISHER, ITS LICENSORS, AND RELATED PERSONS MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO THE DISTRIBUTOR BY THE LICENSEE FOR THE SPECIFIC ITEM (Licensed Material) THAT DIRECTLY CAUSED THE DAMAGE.

#### **16.** Data Protection

- 16.1 For the purpose of this Agreement, **Data Protection Law** shall means the General Data Protection Regulation (EU) 2016/679 (the "Regulation") and the European Privacy and Electronic Communications Directive (Directive 2002/58/EC), as amended or replaced from time to time, and the terms "personal data", "processing", "processor", "controller", "personal data breach", "data subject" and "supervisory authority" shall all have the meanings ascribed to them under the applicable Data Protection Law.
- 16.2 Without any prejudice to Section 4.2(c) of this Agreement, if any personal data is processed under this Agreement by either Party or by the Publisher, the Parties agree that each Party, including the Publisher, shall act as a data controller for the purposes of Data Protection Law, unless such arrangement would be contrary to the Data Protection Law. Each Party, including the Publisher, shall (i) only process personal data in compliance with, and shall not cause itself or the other Party or the Publisher to be in breach of Data Protection Law and (ii) act reasonably in providing such information and assistance as the other Party may reasonably request to enable it to comply with its obligations under Data Protection Law.
- 16.3 Each Party will notify the other Party or the Publisher without undue delay if it becomes aware of a personal data breach relating to the processing of personal data in connection with this Agreement and shall act reasonably in co-operating with the other Party in respect of any communications or notifications to be issued to any data subjects and/or supervisory authorities in respect of the personal data breach.
- 16.4 If either Party receives any communication from any supervisory authority relating to the processing or personal data in connection with this Agreement, it shall (i) provide the other Party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other Party in respect of any response to the same.

## 17. Assignment and Transfer

17.1 Neither Party may assign, transfer or novate, directly or indirectly, any or all of its rights or obligations under this Agreement without the prior written consent of the other Party, except as otherwise stipulated herein. Neither Party may unreasonably withhold or delay such written consent.

## 18. Governing Law

18.1 Intentionally omitted.

## 19. Dispute Resolution & Venue

- 19.1 In the event of any dispute or controversy arising out of or relating to this Agreement, the Parties agree to exercise good faith to resolve the dispute amicably and as soon as possible. In the event that the Parties fail to settle the dispute amicably within thirty (30) days, 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, unless such performance would be objectively hindered due to the existing. The Party invoking mediation shall inform the other Party with a written notice of its decision to seek informal mediation, and the notice must include a description of the 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 starting from the day after the delivery of such notice to the other Party. If the designated representatives cannot resolve the dispute, the Parties shall meet at a mutually agreed location and discuss the dispute and their respective proposals for resolution while being represented by their responsible executives, who shall act in good faith to resolve the dispute.
- 19.2 If the dispute is not resolved within thirty (30) days of the meeting among the Parties' executives, either Party may pursue legal action in court. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this 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 unless such performance would be objectively hindered due to the existing dispute.

## 20. Force Majeure

20.1 Neither Party shall be liable for any damage or have the right to terminate this Agreement for any delay or default in performing its duties 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, acts of terrorism, 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 such event of force majeure, the Party affected shall promptly notify the other Party in writing setting forth the details of the occurrence of the force majeure event, its expected duration and how that Party's performance may be affected. The affected Party shall resume the performance of its duties as soon as practicable after the force majeure event ceases.

## 21. Entire Agreement

21.1 This Agreement constitutes the entire agreement of the Parties and supersedes any and all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written. For the avoidance of doubt, additional terms and conditions as defined in Section 7.6 of this Agreement shall not modify the terms of this Agreement.

## 22. Amendment

- 22.1 No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of the Parties.
- 22.2 The Licensee, in compliance with Section 100(1) of Act no. 134/2016 Sb. on public procurement, as amended, reserves the right to change the commitment under this Agreement, which entails a change in the number of licenses, i.e. an increase in the number of licenses, for the purpose of accommodating additional Potential Participating Institutions as the authorizing contracting authorities with whom the Licensee has entered into a central procurement agreement and a list of which is attached as Appendix B. This reservation will be effected, as the case may be, by means of an amendment to this Agreement based on the interest of Potential Participating Institutions mentioned in the preceding sentence to receive performance under this Agreement. The Parties may include the price for the licenses for these Potential Participating Institutions in the Appendix B.

## 23. Severability

23.1 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 Parties shall replace the invalid, illegal or unenforceable provision with a new provision to achieve the same or, if not possible, the closest possible effect to that of the original invalid, illegal or unenforceable provision and this Agreement as a whole.

## **24.** Waiver of Contractual Right

24.1 Waiver of any right, power or remedy herein shall not be deemed a waiver of any other right, power or remedy herein, nor shall waiver of any right, power or remedy regarding a breach of this Agreement be construed as a continuing waiver of any right, power or remedy regarding other breaches of the same or other provisions of this Agreement.

### 25. Notices

- 25.1 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.
- 25.2 Notices regarding the damages, penalties, debts, contacts and this Agreement as such (for example, the notification about breach or 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 presumed delivered on the third (3rd) business day following their proven posting if the delivery address is in the Czech Republic, and on the fifteenth (15<sup>th</sup>) day if the delivery address is outside the Czech Republic.
- 25.3 The Licensee acknowledges that the provisions of this Agreement are intended to inure to the benefit of the Publisher. If the Licensee, Participating Institutions or Authorized Users breach any of these provisions, the Distributor and the Publisher will be entitled to enforce this Agreement directly against the Licensee, whether in Distributor's or Publisher's name. The Licensee further acknowledges that the Distributor executes this Agreement as principal on its own behalf and, exclusively to accept or otherwise perfect Publisher's rights against the Licensee, as agent on behalf of the Publisher. The Distributor shall have the right, without violating any confidentiality provision or any other provision of this Agreement, to disclose this Agreement to the Publisher or its affiliates.
- 25.4 Either Party may from time to time change its delivery address by written Notice to the other Party. Such change is effective from the delivery of such Notice.

25.5 If to the Distributor:

Distributor: Albertina icome Praha s.r.o.

Address of Distributor: Štěpánská 16

• City of Distributor: Praha 1

• Country of Distributor: Czech Republic

• Postal Code of Distributor: 110 00

E-mail:

#### 25.6 If to the Licensee:

Licensing contact:

Address of Licensee: Head of Licensing Unit

CzechELib

National Library of Technology

Technická 2710/6, 160 80 Praha 6 – Dejvice

Czech Republic

• E-mail:

## 26. Execution

- 26.1 This Agreement itself shall be signed by the authorized signatory of the Distributor and the Licensee.
- 26.2 This Agreement is executed in electronically version and each Party receives one electronic counterpart.
- 26.3 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 the law and each Party declares that the electronic execution is valid and effective in the jurisdiction the Party executes this Agreement.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement by their respective, duly authorized representatives.



Statutory Representative Albertina icome Praha s.r.o. Štěpánská 16 110 00 Praha 1



Director of National Library of Technology Technická 6 160 80 Praha 6 – Dejvice Czech Republic

## Appendix A: Business Terms

#### **Licensed Materials:**

Name: UpToDate Anywhere

Number of titles, if applicable N/A

• Dates covered, if applicable N/A

• **Description** an evidence-based clinical resource. It includes a collection of medical and patient information, access to Lexi-comp drug monographs and drug-to-drug interactions, and a number of medical calculators. UpToDate is written by over 7,300 physician authors, editors, and peer reviewers.

**Agreement Term:** 1 January 2023 – 31 December 2027

Access Conditions: Unlimited simultaneous user system-wide access

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

#### **Fees and Negotiated Discounts:**

Total Fee 2023-2027: 3,354,501.97 USD excl. VAT

• License Fee / year:

2023:

2024:

2025:

2026:

2027:

Ongoing Fees, e.g. access fee, if any; indicate any waived fees - N/A

One-time Fees; indicated any waived fees - N/A

#### **Payment Terms:**

1. The Fee shall be paid to the Distributor's bank account no.:

Any change of the bank account shall be notified to the Licensee without undue delay. The notice shall be signed by the authorized representative and will become effective upon its delivery to the Licensee.

2. The Fee for the Licensed Materials shall be paid annually for each commenced calendar year of the duration of this Agreement in the amount set forth therein. The Parties expressly state that the Fee for the year 2023 shall be paid in the whole amount, regardless of the beginning of this Agreements' effectiveness.

- 3. All the prices (Fee) under this Agreement are set forth as final, unchangeable and the maximum allowable and cover and include all activities relating to the performance under this Agreement. The Distributor may not charge any additional costs or expenses to the Licensee. The value added tax shall be added to all the prices (Fees) under this Agreement in the value prescribed by the law.
- 4. The Fee for each commenced calendar year of the duration of this Agreement shall be paid in two (2) partial payments within one invoice issued at the earliest at the beginning of the calendar year to which the fees relate with the following maturity:
  - Max 50% on 15 March of the given year for which the Licensed Materials are paid (maturity of the first partial payment);
  - Max 50% on 15 May of the given year for which the Licensed Materials are paid (maturity of the second partial payment);
  - The above-mentioned maturities are applicable only if the invoice (all the invoices) is delivered to the Licensee no later than fifteen (15) days before the stated maturity of the first partial payment, i.e. by the end of February of the given year;
  - If the invoice is delivered later, at the latest within fifteen (15) days prior to the due date of the second partial payment, i.e. in the term beginning from 1 March to 30 April of the given year, the due date of the first partial payment shall be within fifteen (15) days from the date of the provable invoice delivery. The maturity of the second partial payment remains unaffected;
  - If the invoice is delivered later, the due date of both partial payments shall be within fifteen (15) days of the provable invoice delivery date.
- 5. The invoice shall be issued in the currency specified in this Agreement. In the event that there are multiple currencies specified in this Agreement for each Licensed Material, the Distributor shall issue at least the number of invoices corresponding to the number of currencies. The foreign currency on the invoice(s) shall also be converted into Czech crowns according to the Czech National Bank exchange rate (www.cnb.cz) valid as at the date of the taxable transaction.
- 6. Invoice the tax document shall contain all the requisites of a tax document. The invoice shall contain all the requisites set forth by the applicable legislation, especially Act No. 235/2004 Coll., VAT Act, as amended ("VAT Act"). The invoice shall be delivered to the Licensee either originally or electronically to the e-mail address. The invoice shall include a summary of all the Licensed Materials pursuant to this Agreement. The Distributor shall bear any and all costs connected with a change of the exchange rate, including but not limited to any costs which might arise due the invoice containing incorrect or incomplete information.
- 7. If the invoice does not contain the requisites set forth in this Agreement or by the applicable legislation or these are incorrect or incomplete, the Licensee is entitled to return such invoice to the Distributor for completion/correction. In such case, the term of payment shall be interrupted and the new term of payment shall run from the provable corrected invoice delivery date to the Licensee and pursuant to the rules set forth above. The procedure under the previous sentence may also be

- repeated. The Distributor shall correct the invoice in each case within 15 days as of written notification by the Licensee on incorrect or incomplete invoice. Denial of monetary performance and the related return of an invoice in accordance with this paragraph do not constitute a default in the payment by the Licensee.
- 8. Fulfillment of any financial duty associated with performance under this Agreement shall be understood as the moment of debiting the full amount from the bank account of the Party.
- 9. The Distributor is not entitled to require any advance payments under this Agreement.
- 10. Each Party shall bear its own costs in connection with this Agreement. The bank fees for the bank transfer are shared between the Parties.
- 11. The Distributor declares that it 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 Distributor is an unreliable VAT payer, the Distributor undertakes to notify such fact to the Licensee in writing without undue delay.
- 12. The Distributor further declares that it fulfills all the conditions set forth in the Section 109 of the VAT Act, i.e. that it 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 Distributor undertakes that if there is a threat or even a breach of any Distributor 's obligation that could lead to the liability of the Distributor for an unpaid tax, it shall notify such fact in writing to the Licensee without undue delay.
- 13. Any payments made under this Agreement in favor of the Distributor shall be made to the Distributor's bank account, which is registered with the tax authority within the meaning of the Section 109 of the VAT Act, which the Distributor confirms. In the event that the Distributor becomes an unreliable VAT payer under the preceding paragraphs or there is a threat that the Distributor will become an unreliable VAT payer under the preceding paragraphs, or the Distributor's account shall not be registered with the tax administrator, or in the event that the Licensee is aware of the facts decisive for the legal liability of the Licensee for the payment of VAT within the meaning of Section 109 of the VAT Act, the Distributor expressly agrees that the VAT from the Fee under this Agreement shall be paid directly to the tax administrator's account in accordance with the applicable legislation.

The Distributor takes on the risk of a change in circumstances under Section 1765 (1) of Act No. 89/2012 Coll., the Civil Code, as amended.

# Appendix B: Participating Institutions, Potential Participating Institutions and Fees

Information concerning the fees of the individual Participating Institutions and Potential Participating Institutions contained in this Appendix B is considered business secret pursuant to the provisions of Section 504 of Act No. 89/2012 Coll., the Civil Code, as amended, and are not to be disclosed in the Register of Contracts in accordance with the provisions of Section 3, Paragraph 1 and Paragraph 2 letter b) of Act No. 340/2015 Coll.

The Parties acknowledge that the Licensee is obliged by law to subsequently disclose in the Register of Contracts the individual agreements on provision of access to the Licensed Materials concluded between the Licensee and each Participating Institution. Corresponding fees for individual licenses will not be disclosed.

#### PARTICIPATING INSTITUTIONS

Institution (Eng)	Cur.	Fee 2023	Fee 2024	Fee 2025	Fee 2026	Fee 2027
Centre of Cardiovascular and Transplantation Surgery	USD					
Charles University *)	USD					
Institute for Clinical and Experimental Medicine	USD					
Institute of Hematology and Blood Transfusion	USD					
Masaryk Memorial Cancer Institute	USD					
Na Homolce Hospital	USD					
Palacky University Olomouc **)	USD					
St. Anne's University Hospital Brno	USD					
Total without VAT	USD					

<sup>\*)</sup> Regarding Charles University, the access is provided for First, Second and Third Faculty of Medicine, Faculty of Medicine in Hradec Králové, Faculty of Medicine in Pilsen, Faculty of Pharmacy in Hradec Králové, Faculty of Physical Education and Sport, and for teaching hospitals related to Charles University, with the right to access the licensed material without any additional charges:, University Hospital Hradec Králové, University Hospital in Pilsen, University Hospital Královské Vinohrady, Motol University Hospital, General University Hospital in Prague.

<sup>\*\*)</sup> Teaching hospital related to Palacky University Olomouc with the right to access the licensed material without any additional charges: Olomouc University Hospital.

## POTENTIAL PARTICIPATING INSTITUTIONS

Fees for Potential Participating Institutions

Institution (Eng)	Cur.	Fee 2023	Fee 2024	Fee 2025	Fee 2026	Fee 2027
Bulovka University Hospital	USD					
University Hospital Brno	USD					

Potential participating (Czech)	Potential participating (English)
Akademie výtvarných umění v Praze	Academy of Fine Arts in Prague
Akademie múzických umění v Praze	Academy of Performing Arts in Prague
Agrotest fyto, s.r.o.	Agrotest Fyto
Astronomický ústav AV ČR, v. v. i.	Astronomical Institute of the CAS
Biologické centrum AV ČR, v. v. i.	Biology Centre of the CAS
Vysoké učení technické v Brně	Brno University of Technology
Fakultní nemocnice Bulovka	Bulovka University Hospital
Středočeská vědecká knihovna v Kladně, příspěvková organizace	Central Bohemian Research Library in Kladno
Centrum pro studium vysokého školství, v. v. i.	Centre for Higher Education Studies
CESNET, z.s.p.o.	CESNET
AMBIS vysoká škola, a.s.	College of Regional Development and Banking Institute - AMBIS
Národní pedagogické muzeum a knihovna J. A. Komenského	Comenius National Pedagogical Museum and Library
Výzkumný ústav rostlinné výroby, v. v. i	Crop Research Institute
Česká geologická služba	Czech Geological Survey
Český hydrometeorologický ústav	Czech Hydrometeorological Institute
Grantová agentura České republiky	Czech Science Foundation
České vysoké učení technické v Praze	Czech Technical University in Prague
Česká zemědělská univerzita v Praze	Czech University of Life Sciences Prague
Studijní a vědecká knihovna Plzeňského kraje, příspěvková organizace	Education and Research Library of Pilsener Region
Výzkumný ústav lesního hospodářství a myslivosti, v. v. i.	Forestry and Game Management Research Institute
Krajská knihovna Františka Bartoše ve Zlíně	František Bartoš Regional Library in Zlín
Ústav výzkumu globální změny AV ČR, v. v. i.	Global Change Research Centre of the CAS
Knihovna města Hradce Králové	Hradec Králové City Library
Ústav zemědělské ekonomiky a informací	Institute of Agricultural Economics and Information
Ústav analytické chemie AV ČR, v. v. i.	Institute of Analytical Chemistry of the CAS
Ústav živočišné fyziologie a genetiky AV ČR, v. v. i.	Institute of Animal Physiology and Genetics of the CAS
Výzkumný ústav živočišné výroby, v. v. i.	Institute of Animal Science
Ústav fyziky atmosféry AV ČR, v. v. i.	Institute of Atmospheric Physics of the CAS

Piotochnologický ústav AV ČD v v i	Institute of Pietochnology of the CAS
Biotechnologický ústav AV ČR, v. v. i.	Institute of Biotechnology of the CAS
Botanický ústav AV ČR, v. v. i.	Institute of Botany of the CAS
Ústav chemických procesů AV ČR, v. v. i.	Institute of Chemical Process Fundamentals of the CAS
Ústav informatiky AV ČR, v. v. i.	Institute of Computer Science of the CAS
Ústav experimentální botaniky AV ČR, v. v. i.	Institute of Experimental Botany of the CAS
Ústav experimentální medicíny AV ČR, v. v. i.	Institute of Experimental Medicine of the CAS
Geologický ústav AV ČR, v. v. i.	Institute of Geology of the CAS
Ústav geoniky AV ČR, v. v. i.	Institute of Geonics of the CAS
Geofyzikální ústav AV ČR, v. v. i.	Institute of Geophysics of the CAS
Ústav pro hydrodynamiku AV ČR, v. v. i.	Institute of Hydrodynamics of the CAS
Ústav teorie informace a automatizace AV ČR, v. v. i.	Institute of Information Theory and Automation of the CAS
Ústav anorganické chemie AV ČR, v. v. i.	Institute of Inorganic Chemistry of the CAS
Ústav mezinárodních vztahů, v. v. i.	Institute of International Relations Prague
Ústav makromolekulární chemie AV ČR, v. v. i.	Institute of Macromolecular Chemistry of the CAS
Matematický ústav AV ČR, v. v. i.	Institute of Mathematics of the CAS
Mikrobiologický ústav AV ČR, v. v. i.	Institute of Microbiology of the CAS, v. v. i.
Ústav molekulární genetiky AV ČR, v. v. i.	Institute of Molecular Genetics of the CAS
Ústav organické chemie a biochemie AV ČR, v. v. i.	Institute of Organic Chemistry and Biochemistry of the CAS
Ústav fotoniky a elektroniky AV ČR, v. v. i.	Institute of Photonics and Electronics of the CAS
Ústav fyziky materiálů AV ČR, v. v. i.	Institute of Physics of Materials of the CAS
Fyzikální ústav AV ČR, v. v. i.	Institute of Physics of the CAS
Fyziologický ústav AV ČR, v. v. i.	Institute of Physiology of the CAS
Ústav fyziky plazmatu AV ČR, v. v. i.	Institute of Plasma Physics of the CAS
Psychologický ústav AV ČR, v. v. i.	Institute of Psychology of the CAS
Ústav struktury a mechaniky hornin AV ČR, v. v. i.	Institute of Rock Structure and Mechanics of the CAS
Ústav přístrojové techniky AV ČR, v. v. i.	Institute of Scientific Instruments of the CAS
Sociologický ústav AV ČR, v. v. i.	Institute of Sociology of the CAS
Vysoká škola technická a ekonomická v Českých Budějovicích	Institute of Technology and Business in České Budějovice
Ústav teoretické a aplikované mechaniky AV ČR, v. v. i.	Institute of Theoretical and Applied Mechanics of the CAS
Ústav termomechaniky AV ČR, v. v. i.	Institute of Thermomechanics of the CAS
Ústav biologie obratlovců AV ČR, v. v. i.	Institute of Vertebrate Biology of the CAS
Ústav fyzikální chemie J. Heyrovského AV ČR, v. v. i.	J. Heyrovsky Institute of Physical Chemistry of the CAS
Univerzita Jana Amose Komenského Praha s.r.o.	Jan Amos Komenský University Prague
Univerzita Jana Evangelisty Purkyně v Ústí nad Labem	Jan Evangelista Purkyně University in Ústí nad Labem
Janáčkova akademie múzických umění	Janáček Academy of Music and Performing Arts
Knihovna AV ČR, v. v. i.	Library of the Czech Academy of Sciences

Masarykova univerzita	Masaryk University
Mendelova univerzita v Brně	Mendel University in Brno
Metropolitní univerzita Praha, o.p.s.	Metropolitan University Prague
Moravská zemská knihovna v Brně	Moravian Library in Brno
Moravskoslezská vědecká knihovna	Moravian Library in Birio
v Ostravě, příspěvková organizace	Moravian-Silesian Research Library in Ostrava
Městská knihovna v Praze	Municipal Library of Prague
Západočeské muzeum v Plzni	Museum of West Bohemia
Národní filmový archiv	National Film Archive
Národní galerie v Praze	National Gallery Prague
Státní zdravotní ústav	National Institute of Public Health
Národní technická knihovna	National Library of Technology
Národní knihovna České republiky, státní příspěvková organizace zřízená Ministerstvem kultury	National Library of the Czech Republic
Národní lékařská knihovna	National Medical Library
Národní muzeum	National Museum
Severočeská vědecká knihovna v Ústí nad Labem	North Bohemian Research Library in Ústí nad Labem
Ústav jaderné fyziky AV ČR, v. v. i.	Nuclear Physics Institute of the CAS
Výzkumný ústav bezpečnosti práce, v. v. i NIVOS	Occupational Safety Research Institute – NIVOS
Úřad vlády České republiky	Office of the Government of the Czech Republic
Vědecká knihovna v Olomouci	Olomouc Research Library
Orientální ústav AV ČR, v. v. i.	Oriental Institute of the Czech Academy of Sciences
Krajská knihovna v Pardubicích	Pardubice Regional Library
Policejní akademie České republiky v Praze	Police Academy of the Czech Republic in Prague
Výzkumný ústav bramborářský Havlíčkův Brod, s.r.o.	Potato Research Institute Havlíčkův Brod
Vysoká škola PRIGO, z.ú.	PRIGO University
Krajská vědecká knihovna v Liberci, příspěvková organizace	Regional Research Library in Liberec
Výzkumný a šlechtitelský ústav ovocnářský Holovousy s.r.o.	Research and Breeding Institute of Pomology Holovousy
Centrum výzkumu Řež s.r.o.	Research Centre Řež
Studijní a vědecká knihovna v Hradci Králové	Research Library in Hradec Králové
Jihočeská vědecká knihovna v Českých Budějovicích	Research Library of South Bohemia in České Budějovice
Slezská univerzita v Opavě	Silesian University in Opava
Výzkumný ústav Silva Taroucy pro krajinu a okrasné zahradnictví, v. v. i.	Silva Tarouca Research Institute for Landscape and Ornamental Gardening
ŠKODA AUTO VYSOKÁ ŠKOLA o.p.s.	ŠKODA AUTO University
Výzkumný ústav vodohospodářský T. G. Masaryka, v. v. i.	T. G. Masaryk Water Research Institute
Technická univerzita v Liberci	Technical University of Liberec

	<del>,</del>
Vysoká škola báňská - Technická univerzita Ostrava	Technical University of Ostrava
The Extreme Light Infrastructure ERIC (pouze pracoviště Dolní Břežany, ČR)	The Extreme Light Infrastructure ERIC (only facility Dolní Břežany, CZ)
Univerzita Tomáše Bati ve Zlíně	Tomas Bata University in Zlín
Centrum dopravního výzkumu, v. v. i.	Transport Research Centre
Fakultní nemocnice Brno	University Hospital Brno
Fakultní nemocnice Ostrava	University Hospital in Ostrava
Vysoká škola chemicko-technologická v Praze	University of Chemistry and Technology, Prague
Univerzita obrany	University of Defence
Vysoká škola ekonomická v Praze	University of Economics, Prague
Vysoká škola finanční a správní, a.s.	University of Finance and Administration
Univerzita Hradec Králové	University of Hradec Králové
Ostravská univerzita	University of Ostrava
Univerzita Pardubice	University of Pardubice
Jihočeská univerzita v Českých Budějovicích	University of South Bohemia in České Budějovice
Veterinární univerzita Brno	University of Veterinary Sciences Brno
Západočeská univerzita v Plzni	University of West Bohemia
Výzkumný ústav veterinárního lékařství, v. v. i.	Veterinary Research Institute
Krajská knihovna Vysočiny	Vysočina Regional Library

# Appendix C: IP Addresses of Participating Institutions

Instituce (CZ)	Institution (ENG)	IP addresses
Centrum kardiovaskulární a transplantační chirurgie Brno	Centre of Cardiovascular and Transplantation Surgery	IPv4: 195.113.192.101 195.113.192.98
Fakultní nemocnice u sv. Anny v Brně	St. Anne's University Hospital Brno	IPv4: 195.113.158.192-195.113.158.255
Institut klinické a experimentální medicíny	Institute for Clinical and Experimental Medicine	IPv4: 195.113.187.93 212.67.92.35
Masarykův onkologický ústav	Masaryk Memorial Cancer Institute	IPv4: 195.113.164.0/25
Nemocnice Na Homolce	Na Homolce Hospital	IPv4: 81.0.245.161 83.136.203.98 195.113.186.226
Univerzita Karlova	Charles University	IPv4: 195.113.48.0-195.113.49.255 195.113.40.0-195.113.43.255 195.113.62.0-195.113.62.255 195.113.63.32-195.113.63.55 195.113.63.128-95.113.63.255 195.113.114.0-95.113.114.207 195.113.114.208-195.113.114.212 195.113.114.213-195.113.115.255 195.113.223.0-195.113.223.255 195.113.229.0-195.113.223.255 195.113.236.0-195.113.236.255 78.128.214.96-78.128.214.111 195.113.130.0-195.113.131.255 195.113.185.0-195.113.185.127 195.113.185.0-195.113.185.127 195.113.14.0-195.113.14.255
Univerzita Palackého v Olomouci	Palacky University Olomouc	IPv4: 158.194.0.0-158.194.255.255
Ústav hematologie a krevní transfuze	Institute of Hematology and Blood Transfusion	IPv4: 195.113.86.170
Všeobecná fakultní nemocnice v Praze	General University Hospital in Prague	IPv4: 195.113.70.96-195.113.70.111
Fakultní nemocnice Hradec Králové	University Hospital Hradec Králové	IPv4: 195.113.123.64-195.113.123.159
Fakultní nemocnice v Motole	Motol University Hospital	IPv4: 195.113.82.2 195.113.40.7

Fakultní nemocnice Plzeň	University Hospital in Pilsen	IPv4: 195.113.160.0/24
Fakultní nemocnice Královské Vinohrady	University Hospital Kralovske Vinohrady	IPv4: 195.113.79.130
Fakultní nemocnice Olomouc	University Hospital Olomouc	IPv4: 195.113.148.225-195.113.148.255

# Appendix D: Title List – N/A