

## SciFinder<sup>®</sup> AUAP License Agreement for The Czech National Library of Technology Consortium

The SciFinder<sup>®</sup> Academic Unlimited Access License Agreement ("License") is between the American Chemical Society ("ACS"), operating through its CAS division, 2540 Olentangy River Road, Columbus, Ohio 43202-1505, 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 2710/6, 160 80 Praha 6 – Dejvice, ID No.: 61387142 ("LICENSEE"), as an authorized representative of Participating Members (collectively known as Consortium). LICENSEE is authorized to act for and sign this License on behalf of a group of entities hereinafter known as the "Participating Members" and further defined below. Rights and responsibilities referenced in this License in regard to "LICENSEE" shall apply to all the Participating Members covered under this License; however, LICENSEE is responsible only for the fulfillment of its individual responsibilities under this License.

### 1. DEFINITIONS.

- a. **Academic Research.** Research done in the usual course in the pursuit of a degree, use in a classroom setting, instructional (i.e., educational and training) or research done by students and faculty which is (i) funded by Participating Member, a government agency or non-profit research foundations, and (ii) intended for publication in publicly available literature. Use of SciFinder<sup>®</sup> by students, faculty and university employees at the university tech transfer office shall qualify as academic research.
- b. **Academic Unlimited Access License.** This License provides all Named Users located at an Eligible Site access to SciFinder<sup>®</sup>.
- c. **Authorized IP Address.** An Internet Protocol address registered at Participating Member's Site and under Participating Member's exclusive control to be provided, in a form acceptable to CAS, by the Participating Member or Licensee.
- d. **Commercial Research.** Research conducted directly or indirectly for any commercial purpose, including, without limitation, searches related to patentability, research performed under a consultant contract or commercially funded contract, or research performed with the intention of delivering search results to an entity for commercial purposes or use.
- e. **Consortium.** The LICENSEE under this License and the organization that has the authority to act on behalf of, and bind, Participating Members accessing SciFinder<sup>®</sup> under this License to the terms and conditions contained herein.
- f. **Eligible Site.** All academic facilities: owned and controlled by Participating Member(s); conducting Academic Research; and approved by CAS to use and search SciFinder<sup>®</sup>, subject to the terms of this License.
- g. **Information Use Policies.** Information Use Policies (<https://www.cas.org/legal/infopolicy>) describe the permissible use of the data accessed via SciFinder<sup>®</sup> and are incorporated by reference into this License. Information Use Policies may not be in conflict with this License and, where applicable, may only define and supplement parts not expressly covered by this License. Such policies may be changed at the discretion of CAS. In the event of any material change, CAS will notify Licensee. However, if such change is contrary to the License, the parties agree to negotiate in good faith a resolution that does not materially impact Licensee's use of the Solution. If the parties are unable to reach a resolution and the change materially decreases LICENSEE's utility in the Solution, LICENSEE may terminate the License pursuant to Section 9(b) and receive a pro-rata refund of unused License Fees.
- h. **Key Contact.** A Named User designated by LICENSEE or Participating Member as the primary point of contact with CAS for all License matters.
- i. **Named User.** A current faculty or administrative staff member, or officially registered student of a Participating Member. A Named User may also be referred to as an Authorized User.
- j. **License.** Licensee's right to use SciFinder<sup>®</sup> as set forth herein.
- k. **Participating Member.** A university, college or qualifying degree granting academic institution which is a member of the Consortium and is accessing SciFinder<sup>®</sup> under the License. The Licensee shall use all reasonable efforts to ensure that the Participating Members will comply with the terms of this License and will use the SciFinder<sup>®</sup> in accordance with the license terms set out in this License and will observe proper fulfillment of the requirements set out in this License. These reasonable efforts include, but are not limited to, providing the license terms to each Participating Member and entering into an agreement with each Participating Member that obligates them to know and abide by the license terms. Each such agreement shall stipulate individual rights and obligations of Participating Members resulting from this Agreement including the license terms. Each Participating Member shall be responsible for following the terms of the separate agreement concluded with the Licensee and be held liable in case the terms of the separate

agreement (including the license terms) are breached by the Participating Member. The Licensee shall use all reasonable efforts to ensure that the Participating Members will ensure that the Authorized Users only use the SciFinder<sup>®</sup> in accordance with the license terms set out in this License.

- l. Personal Data.** Includes name (including honorific), title, user ID, security questions/answers, organization name, geographic location, IP address and other HTTP header information, phone number, email address, photograph, and other information collected from a Named User.
- m. SciFinder<sup>®</sup> or "Solution".** The CAS product consisting of electronic access to scientific databases. See <https://www.cas.org/products/scifinder-n> for a complete description of SciFinder<sup>®</sup>. For the sake of brevity the term SciFinder<sup>®</sup> or Solution in this Agreement will be collectively used for the following products and modules: CAS SciFinder<sup>®</sup>, CAS Analytical Methods, CAS Formulus, and CAS SciFinder Discovery Platform. References to SciFinder<sup>®</sup> or the Solution will also be read to include ChemZent if a Participating Member receives access to ChemZent as part of its SciFinder Discovery Platform License.
- n. Self-Registration.** The process through which a Named User creates an individual Username and password.
- o. Term.** The initial period of the License, as set forth in this Agreement and any renewal term.
- p. Username.** A unique account identifier assigned to an individual Named User that is used, in conjunction with a password, to access SciFinder<sup>®</sup>.

**2. TERM.** The initial Term of this License shall be Jan. 1<sup>st</sup> 2023 ("**Effective Date**") through Dec. 31<sup>st</sup> 2027.

This Effective Date of this Agreement and the License provided in this Agreement is January 1, 2023. If this Agreement is not fully executed on or before the Effective Date, CAS will provide temporary access to the Solution to Licensee while the parties finalize this Agreement. Performance of CAS's obligation to ensure that SciFinder<sup>®</sup> becomes available before the License takes effect shall be considered entirely as a performance according to and in compliance with this License.

**3. LICENSE FEES.** License Fees for Participating Member's initial Term and subsequent subscription periods are set forth in Attachment A. During a Term, in the event of non-payment, CAS reserves the right to suspend the Participating Member's SciFinder<sup>®</sup> access until the Fee is completely paid. Fees are not refundable under any circumstance unless the Agreement expressly provides otherwise.

Attachment B sets forth license fees for Potential Participating Members to license the CAS SciFinder Discovery Platform solution during the Term or in which current Participating Members can license the CAS SciFinder Discovery Platform solution during the Term. Section 12 sets forth the amendment for such Potential and Participating Members to license that solution.

License Fees provided herein are based on the Solutions' feature functionality as of January 1, 2023. Should CAS develop additional feature functionality of the Solutions during the Term, CAS will decide whether to provide Participating Members and Potential Participating Members such additional functionality, which may require payment of additional fees. No additional fees for feature functionality or Product modules during the Term will be assessed except upon the written agreement of the Parties. However, the Parties agree that any amendments or changes to this Agreement shall be made in accordance with Czech public procurement law.

**4. INVOICES.** Invoices will be in U.S. Dollars. Licensee must pay all invoiced amounts in accordance with payment terms set forth in Attachment A, as may be further clarified, but not contradicted, on the invoice. License fees are non-refundable. If Licensee has requested and CAS has approved providing Licensee's invoice to a third party for payment, in the event such third party fails to submit payment to CAS, Licensee remains fully liable for the amount of the unpaid License Fees. CAS may disable SciFinder<sup>®</sup> access until receipt of full License Fee payment.

**5. LICENSE.** CAS grants Participating Member(s), Named Users a non-perpetual, non-exclusive, limited License to use SciFinder<sup>®</sup> at the approved Eligible Site(s), subject to the limits set forth in this License. SciFinder<sup>®</sup> and data obtained through SciFinder<sup>®</sup> may be used only by Named Users for Academic Research. Use of SciFinder<sup>®</sup> for Commercial Research requires a separate commercial SciFinder<sup>®</sup> License Agreement. Licensee's right to use SciFinder<sup>®</sup> and data is completely stated in the License and Participating Member(s) has no other, or any additional, rights. If a Participating Member has purchased a separate perpetual license for ChemZent content, then the ChemZent terms, available at [www.cas.org/legal](http://www.cas.org/legal) shall continue to apply to that access, and in the event of a conflict, such ChemZent terms shall supersede the terms contained in this Agreement solely with respect to that Participating Member's ChemZent access.

a. **Individual Use of Usernames.** Each Named User may only have one Username and may only use the Username assigned to them. Named Users are NOT permitted to share Usernames, passwords or log-in credentials with each other or any third parties.

b. **SciFinder<sup>®</sup> Use.** Named Users shall not:

1. Create or compile, directly or indirectly a collection, compilation, database or directory, manually, via automated programming, or otherwise (e.g., a script written to extract and download any data within SciFinder<sup>®</sup> in batches);
2. Use any script/macro to automate an otherwise manual process, including but not limited to, an attempt to login to SciFinder<sup>®</sup> utilizing an automated process;
3. Redistribute to third parties, whether for commercial gain or otherwise, or in any other way commercially exploit SciFinder<sup>®</sup> or the data obtained through use of SciFinder<sup>®</sup>;
4. Use SciFinder<sup>®</sup> in conjunction with federated search tools, or for any other purpose, including but not limited to distribution of SciFinder<sup>®</sup> or the data obtained through searching SciFinder<sup>®</sup> by assignment, sale, sublicense, loan or other means of transfer to any third party, or any commercial use, whether paid or unpaid;
5. Reverse assemble, decompile, reverse engineer, modify, enhance, adapt, create derivative works or otherwise attempt to derive source code (or the underlying ideas, algorithms, structure or organization) SciFinder<sup>®</sup> or the data contained therein.

Stored records must be deleted when they are no longer needed by the Named User for the relevant research project, or, if a student, after the completion of Named User's degree program, whichever occurs first.

c. **Reasonable Use.** CAS will monitor the volume of searching and downloading activity associated with LICENSEE, each Participating Member and Named User on a routine basis, for the purposes of (1) benchmarking "average" use, (2) noting any significant variance in patterns of usage of LICENSEE, Participating Member or a particular Named User, and (3) ensuring compliance with CAS Information Use Policies and with the terms of this License. CAS may ask LICENSEE, the Participating Member, the Key Contact and the Named User(s) involved to discuss with CAS any usage pattern(s) CAS questions and, if necessary, to work with CAS to reach a solution if a problem is uncovered. However if CAS determines that "excessive" use is unreasonable or violates the CAS Information Use Policies, CAS may de-activate an individual SciFinder<sup>®</sup> feature or the Username(s) at issue and bar those individuals from using SciFinder<sup>®</sup>, or suspend the Authorized User's or Participating Member's access until the issue is fully resolved. CAS prefers to resolve this type of issue without de-activating Usernames or suspending the access if possible and will use reasonable efforts to do so. CAS prefers to suspend or disable access for individuals and Authorized Users where practical rather than for Participating Members. Such temporary deactivations and suspensions will be only of the shortest possible duration and the maximally limited extent necessary to terminate the unauthorized use and prevent its resumption.

d. **Terms of Use.** LICENSEE shall bear sole responsibility for ensuring all Participating Members access SciFinder<sup>®</sup> under this License are aware of all terms and conditions of SciFinder<sup>®</sup> use contained herein. The Licensee shall ensure that the Participating Members will be obliged to use reasonable efforts to provide the Authorized Users with appropriate notice of the terms and conditions under which access to the SciFinder<sup>®</sup> is granted under this License.

## 6. SCIFINDER<sup>®</sup> ACCESS.

a. **IP Restrictions.** Licensee for each Participating Members must report all Authorized IP Address information, for each Eligible Site to CAS. Participating Members may access SciFinder<sup>®</sup> only through an Authorized IP Addresses. LICENSEE and each Participating Member will make all reasonable efforts to warrant:

1. Each IP Address has been assigned exclusively to Participating Member;
2. Each Authorized IP Address is under the exclusive control of Participating Member;
3. SciFinder<sup>®</sup> will only be used by Participating Member's Named Users for use in accordance with the License; and
4. Licensee or Participating Members will promptly notify CAS of any changes to Participating Member's IP Address(es).

- b. **Username Registration.** Each Named User must complete Self Registration prior to accessing SciFinder<sup>®</sup>. Access to SciFinder<sup>®</sup> after completing the registration process is permitted from any Authorized IP Address.

**Standard Registration Process.** Subject to approval by CAS, Named Users with a Participating Member issued email address (e.g., [REDACTED]) will be permitted to create their own Usernames by using a special registration URL generated by a Key Contact. The URL must be access controlled (i.e., requiring a username/password combination, an Authorized IP Address or some other similar method of protecting access), so that only Named Users have access. Under no circumstances can the registration URL be publicly accessible on the internet.

**Registration When Participating Member Email Accounts Are Not Issued.** If Participating Member does not issue a Participating Member email account to all Named Users (e.g., [REDACTED]), a Named User may complete registration for the Solution with a working email account from any domain [REDACTED]. The Named User must be physically on an Eligible Site to register. Remote registration for initial account set-up via VPN or proxy is not permitted under this circumstance. Alternatively, a Named User may register off-campus via a direct invitation sent from the Solution administrator.

The use of such personal data is determined by CAS. The LICENSEE neither transfers nor provides any identifiable information (personal data) of the Named Users to CAS. This does not preclude the Licensee to hand over the contact details of the Participating Institutions' contact persons or other personal data where the Licensee has a valid legal basis therefor. If the situation and practice changes with respect to the Named Users, or with respect to any other data subject, the Parties will ensure a lawful processing of any personal data.

- c. **Walk-in Access.** SciFinder<sup>®</sup> is provided to support the Academic Research activities of Named Users (e.g., current students and faculty of Participating Members). SciFinder<sup>®</sup> may be used occasionally by walk-in visitors or by general public library patrons, provided that their usage is for non-Commercial Research purposes, or as may be specified by applicable state laws.
- d. **Compliance.** LICENSEE and each Participating Member will use reasonable efforts to ensure that only Named Users have access to SciFinder<sup>®</sup> and use SciFinder<sup>®</sup> in accordance with the terms of this License. LICENSEE acknowledges the ACS' copyright and ownership interests in SciFinder<sup>®</sup>, that SciFinder<sup>®</sup> is a principal product of CAS, and the importance to ACS and CAS of maintaining these rights in SciFinder<sup>®</sup>. LICENSEE will use reasonable efforts to ensure that each Participating Member will exercise reasonable, good faith efforts to:
1. Inform Named Users of the restrictions addressed in this License with respect to the use of SciFinder<sup>®</sup>, including all data accessed therewith, and all optional add-on modules (the "Restrictions") and to enforce the Restrictions;
  2. Use reasonable efforts to monitor usage of SciFinder<sup>®</sup> for compliance with the terms of this License, will notify CAS immediately of any suspected violation by any user;
  3. Investigate with CAS any violation or suspected violation of any of the Restrictions, whether by a Named User(s) or unauthorized user; and
  4. Cooperate with CAS in the resolution of the matter.

LICENSEE and each Participating Member agrees, at CAS' request, to review from time to time with CAS the efforts described above and to make such changes thereto as reasonably necessary. LICENSEE and each Participating Member will be responsible for any failure on its parts to act in compliance with this License.

- e. **Customer Support.** LICENSEE, Participating Members and Named Users may request CAS Customer Center support via telephone during regular service hours.

**7. KEY CONTACT.** LICENSEE and each Participating Member will designate at least one person to be their Key Contact. LICENSEE and each Participating Member will provide CAS with immediate notice if a Key Contact is added or changed. The Key Contact will serve as CAS' first point of contact for any Named User questions or usage issues that may arise related to use of the SciFinder<sup>®</sup> during each Term of this License. In the event that CAS

contacts the Key Contact regarding actual or potential unauthorized use of SciFinder<sup>n</sup> by a Named User or unauthorized user under this License, the Key Contact, LICENSEE and Participating Member will use their best efforts to assist CAS in investigating and resolving such issues.

## 8. GENERAL PROVISIONS.

- a. **Ownership.** The copyright and title to all property interests in or to SciFinder<sup>n</sup> including search queries generated by a Named User and scientific information accessed using it, are in, and will remain with the ACS as owner. The Terms & Conditions do not grant LICENSEE, Participating Member(s), or Named Users any right of ownership. LICENSEE, Participating Member(s), or Named Users are prohibited from making any modifications, adaptations, enhancements, decompilations, changes or derivative works of SciFinder<sup>n</sup>.
- b. **Confidentiality.** LICENSEE and CAS acknowledge that the LICENSEE is obliged by law to disclose this License in the Register of Contracts including but not limited to the total License Fee; and to subsequently disclose in the Register of Contracts the individual agreements on provision of access to the Solution concluded between the LICENSEE and each Participating Member. Information concerning the fees of the individual Participating Members and Potential Participating Members contained in this Attachment A 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. Except for disclosures required by law, LICENSEE and CAS agree to keep all terms set forth in this Agreement and in any subsequent renewal order or letter confidential.

**Confidentiality of personal data.** CAS agrees that any personally identifiable information, including but not limited to log-ins recorded in system logs, IP addresses of patrons accessing the system, saved searches, any identification data, usernames, and passwords, will be processed in accordance with GDPR, as described more fully in Section 8(e). If CAS is compelled by law or court order to disclose personal data of the Named Users or patterns of use, CAS shall provide the LICENSEE with adequate prior written notice if permitted by law and as soon as is practicable, so that the LICENSEE, the Participating Member or the Named User may seek protective orders or other remedies. CAS will notify the LICENSEE and Named Users as soon as is practicable if the CAS's systems are breached and the confidentiality of personal data is compromised.

- c. **Limitation of Liability.** Provided LICENSEE and each Participating Member is in compliance with the requirements of this License, and except in instances of intentional acts or gross negligence of LICENSEE or a Participating Member, or other situations in which LICENSEE or a Participating Member was or should have been reasonably aware of unauthorized use of SciFinder<sup>n</sup> or a violation of the terms of the License, neither LICENSEE nor Participating Member will be liable to CAS for the actions of a Named User or unauthorized user who violates the terms of the License without its knowledge or consent.
- d. **Warranty and Liability Disclaimers.** CAS warrants that SciFinder<sup>n</sup> is free from significant defects in material and workmanship under normal use. CAS further warrants that SciFinder<sup>n</sup> and any update thereto will perform substantially in accordance with the corresponding published specifications. CAS DOES NOT MAKE ANY ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO SCIFINDER<sup>n</sup> AND ALL INFORMATION SUPPLIED TO LICENSEE PURSUANT TO THE LICENSING TERMS, CAS DOES NOT WARRANT ACCURACY OR COMPLETENESS, IS NOT RESPONSIBLE FOR ERRORS AND OMISSIONS IN SEARCH RESULTS, DOES NOT REPRESENT THAT THE USE OF INFORMATION PRODUCTS OR SERVICES PROVIDED PURSUANT TO THE LICENSING TERMS WILL NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, AND IS NOT LIABLE FOR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS) ARISING OUT OF ANY SERVICES RENDERED OR PRODUCTS PROVIDED, OR ANY FAILURE TO RENDER SERVICES OR PROVIDE PRODUCTS PURSUANT TO THE LICENSING TERMS, OR IN ANY WAY ARISING FROM THE LICENSING TERMS.
- e. **Privacy and Data Protection.** The parties acknowledge and agree that LICENSEE does not intend to either transfer or provide any personal data of Named Users to CAS. LICENSEE may hand over the contact

details of the Participating Members' contact persons or other personal data where the LICENSEE has a valid legal basis therefor. Participating Members may provide personal data of Named Users to CAS.

To the extent any party transfers, provides, stores, or processes personal data, the parties agree that such party may be required to comply with certain data protection, privacy, and/or information security laws, rules, regulations, or guidelines enforced in the jurisdictions in which Licensee and/or Named Users utilize the Solution related to the collection and processing of personal data, including GDPR. For avoidance of doubt, this includes the General Data Protection Regulation (EU) 2016/679 and the European Privacy and Electronic Communications Directive (Directive 2002/58/EC) (collectively the "Privacy Laws"), 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 GDPR unless another privacy law applies. If any personal data is processed under this License by either party, such party shall (i) only process personal data in compliance with and shall not cause itself or the other party to be in breach of the Privacy Laws 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 the Privacy Laws.

LICENSEE agrees that CAS may collect, use, and otherwise process personal data in accordance with CAS Privacy Policy, available at <https://www.cas.org/legal/privacy>, and incorporated herein by reference, which may not contradict the Privacy Laws.

Each party agrees to employ appropriate administrative, physical and technical safeguards designed to protect the personal data it submits to CAS or that is otherwise processed through the Solution. Each party shall promptly notify the other party in the event of an unauthorized use, disclosure, collection, or access of personal data (an "Incident") 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.

If either party or any Participating Member receives any communication from any supervisory authority relating to the processing or personal data, which relates to the other party's processing of personal data in connection with this License, 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.

LICENSEE declares that its separate agreements with each Participating Member obligates such Participating Member to comply with the terms of this Agreement.

- f. General Terms.** Should any part of the License be unenforceable, all other provisions will not be affected. If either party does not exercise any right provided for in the License, this does not mean that such party waives the right to exercise it in the future. CAS, LICENSEE nor any Participating Member may assign or sublicense, without the other's prior written consent, any rights, duties, or obligations under this License to any person or entity, in whole or in part. The Terms & Conditions shall be governed by the laws of and interpreted by the courts of the District of Columbia of the United States of America. LICENSEE and Participating Members are responsible for all risks and costs associated with use of SciFindern and data accessed via SciFindern, including any and all applicable taxes and duties, such as local, use, value-added, or sales tax, and custom duties. LICENSEE and Participating Members shall comply with all applicable U.S. export control and sanctions laws and regulations. LICENSEE agrees to absolve CAS of any liability for breach of contract in the event that LICENSEE or Participating Members or any of its parent or subsidiary companies were to become subject to U.S. sanctions/export restrictions and such sanctions/restrictions prevented performance by CAS.

The foregoing GENERAL PROVISIONS shall survive the termination of LICENSEE and Participating Member's SciFinder<sup>®</sup> access for any reason.

## **9. TERMINATION.**

- a. For Convenience.** Each party has the right to terminate this License for the sake of convenience effective at the end of a Term, provided that the party choosing to terminate gives the other party at least 30 days' advance written notice. The LICENSEE may also terminate this License, even partially with respect to

particular Participating Member or Participating Members at the end of any 12-month period of the term (i.e. the end of the calendar year) (for this Section, the "Subscription Period"), without penalty if, through no fault or action of LICENSEE or any Participating Member: (i) sufficient content acquisitions funds are not allocated by LICENSEE's public funding source, or (ii) content acquisition funds are withdrawn or reduced by LICENSEE's public funding source. In the event of such financial circumstances, the LICENSEE will notify CAS of the intent to terminate this License or partially terminate this License at least thirty (30) days before the end of the respective Subscription Period. This License 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 (i) the portions of payments herein agreed for which funds shall have been appropriated and budgeted or otherwise available; or (ii) already-accrued or past-due unpaid License Fees.

- b. For Default.** Except as otherwise provided in this License, if a party does not meet an obligation or promise made under this License, the other may send written notice of the breach, including a reasonable cure period of not less than sixty (60) days. If the breach is not cured, or if the parties do not reach a satisfactory agreement on extending the cure period, then the non-breaching party (either CAS or LICENSEE, as the case may be) may terminate this License effective immediately upon written notice.
- c. Conditions Following Termination.** On the effective date of termination of the License, the License granted to use SciFinder<sup>n</sup> is revoked, and LICENSEE, Participating Members and Named Users will have no rights to continue to use SciFinder<sup>n</sup>. The License to use data that has been accessed through SciFinder<sup>n</sup> will remain in effect following termination, which includes the requirement to destroy data following the conclusion of the research project, or after thirty-six (36) months, whichever occurs first.

The foregoing TERMINATION conditions shall survive the termination of Licensee's SciFinder<sup>n</sup> access for any reason.

- d. Refund.** In the event LICENSEE exercises a right expressly provided under this agreement to terminate this License before the end of the Term, and except where there has been a material breach by the LICENSEE, LICENSEE shall be entitled to a pro-rata refund of any License Fees paid by the LICENSEE for any remaining period of this License calculated from the date of termination.

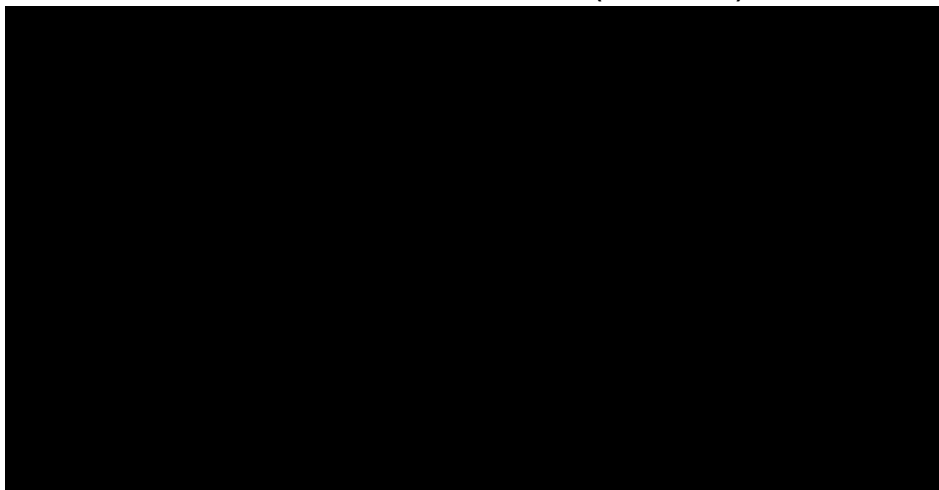
**10. NOTICES.** Any notice(s) given under the License may be sent by electronic mail, facsimile, or by certified mail to the party's last known address.

**11. ENTIRE AGREEMENT.** The Terms & Conditions are the entire understanding between the parties concerning the subject matter hereof, and supersede all prior representations and agreements, oral or written and, except as provided herein, may not be modified unless in writing signed by authorized individuals of both parties. If Licensee uses a purchase order in conjunction with ordering or paying for SciFinder<sup>n</sup>, the parties agree that the terms of the purchase order will in no way modify, add to, or delete the License. ANY DISCREPANCY BETWEEN LICENSEE'S PURCHASE ORDER(S) AND THE LICENSE WILL BE RESOLVED IN FAVOR OF THE LICENSE.

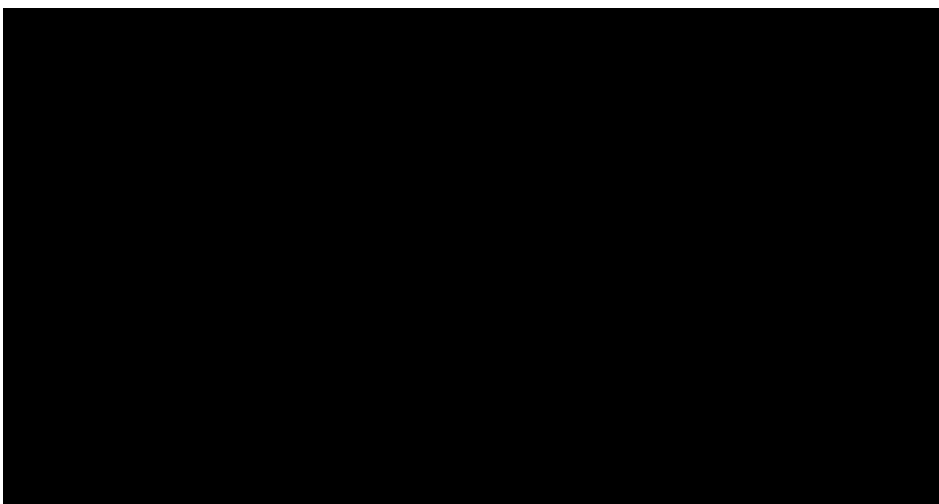
**12. AMENDMENT.** The LICENSEE, in compliance with Section 100(1) of Act no. 134/2016 Sb. on public procurement, as amended, reserves the right to change the commitment under this License, which entails a change in the number of licenses, i.e. an increase in the number of licenses, for the purpose of accommodating additional Potential Participating Members as the authorizing contracting authorities with whom the LICENSEE has entered into a central procurement agreement and a list of which is attached as Attachment B. This reservation will be affected, as the case may be, by means of an amendment to this License based on the interest of Potential Participating Members mentioned in the preceding sentence to receive performance under this License. The parties may include the price for the licenses for these Potential Participating Members in the Attachment B. For avoidance of doubt, this Section does not give LICENSEE the right to reduce its commitment under the License and does not expand the License termination rights provided herein.

**SIGNATURES ON FOLLOWING PAGE**

ACCEPTED AND AGREED TO:  
THE NATIONAL LIBRARY OF TECHNOLOGY (LICENSEE)



ACCEPTED AND AGREED TO: ACS, CAS division (LICENSOR)



## ATTACHMENT A

License Fees for each Participating Member of the Consortium are as follows:

### SCIFINDER-N WITH ANALYTICAL METHODS

	Year 1 Fee 2023	Year 2 Fee 2024	Year 3 Fee 2025	Year 4 Fee 2026	Year 5 Fee 2027	5 Year Total
<input type="checkbox"/> <b>PRAGUE SCHOOLS</b>						
<input type="checkbox"/> Charles University						
<input type="checkbox"/> <b>REGIONAL SCHOOLS</b>						
<input type="checkbox"/> University of Pardubice						
<input type="checkbox"/> Masaryk University						
<input type="checkbox"/> Palacky University Olomouc						
<input type="checkbox"/> Tomas Bata University in Zlín						
<input type="checkbox"/> Technical University of Ostrava						
<input type="checkbox"/> <b>ASCR</b>						
<input type="checkbox"/> Institute of Chemistry Process Fundamentals of the CAS						
<input type="checkbox"/> Institute of Inorganic Chemistry of the CAS						
<input type="checkbox"/> Czech Hydrometeorological Institute						
<b>Total of Members</b>						<b>\$3,202,245</b>

### SCIFINDER DISCOVERY PLATFORM

	Year 1 Fee 2023	Year 2 Fee 2024	Year 3 Fee 2025	Year 4 Fee 2026	Year 5 Fee 2027	5 Year Total
<input type="checkbox"/> <b>PRAGUE SCHOOLS</b>						
<input type="checkbox"/> University of Chemistry and Technology, Prague						
<input type="checkbox"/> <b>REGIONAL SCHOOLS</b>						
<input type="checkbox"/> Brno University of Technology						
<input type="checkbox"/> <b>ASCR</b>						
<input type="checkbox"/> Institute of Organic Chemistry and Biochemistry of the CAS						
<b>Total of Members</b>						<b>\$2,284,095</b>

## PAYMENT TERMS

1. The License Fee shall be paid to the Licensor's bank account:
  - a. Account Name: [REDACTED]
  - b. [REDACTED]
  - c. Bank Account no.: [REDACTED]
  - d. [REDACTED]

2. Any change of the bank account shall be notified to the Licensee without undue delay. The notice shall be signed by an authorized representative of Licensor and will become effective upon its delivery to the Licensee.
3. License Fees 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 License Fee for the year 2023 shall be paid in the whole amount, regardless of the beginning of this Agreement's effectiveness.
4. All License Fees 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 Licensor may not unilaterally charge any additional costs or expenses to the Licensee.
5. The License 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.
6. The invoice shall be issued in USD and all payments for License Fees shall be in USD.
7. 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 [REDACTED]. The invoice shall include a summary of all the Licensed Materials pursuant to this Agreement.
8. 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 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 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 Licensor 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.
9. 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.
10. The Licensor is not entitled to require any advance payments under this Agreement.

## ATTACHMENT B

Maximum License Fees for each Potential Participating Member of the Consortium or for Participating Members' upgrade to SciFinder Discovery platform are as follows:

### SCIFINDER DISCOVERY PLATFORM

Institutions	2023	2024	2025	2026	2027
Institute of Technology and Business in České Budějovice					
Silesian University in Opava					
University of Defence					
University of Hradec Králové					
University of Ostrava					
University of Veterinary Sciences Brno					
Technical University of Liberec					
University of West Bohemia					
Mendel University in Brno					
University of South Bohemia in České Budějovice					
Jan Evangelista Purkyně University in Ústí nad Labem					
Technical University of Ostrava					
Tomas Bata University in Zlín					
Masaryk University					
Palacky University Olomouc					
University of Pardubice					
Charles University					
Czech Technical University in Prague					
Czech University of Life Sciences Prague					

	2023	2024	2025	2026	2027
Institute of Hydrodynamics of the CAS					
Institute of Photonics and Electronics of the CAS					
Institute of Physics of Materials of the CAS					
Institute of Plasma Physics of the CAS					
Institute of Scientific Instruments of the CAS					
Institute of Thermomechanics of the CAS					
Institute of Animal Physiology and Genetics of the CAS					
Institute of Biophysics of the CAS					
Institute of Experimental Botany of the CAS					
Institute of Experimental Medicine of the CAS					
Institute of Biotechnology of the CAS					
Institute of Molecular Genetics of the CAS					
Institute of Physiology of the CAS					
Institute of Microbiology of the CAS, v. v. i.					
Biology Centre of the CAS					

Global Change Research Centre of the CAS	
Institute of Botany of the CAS	
Institute of Vertebrate Biology of the CAS	
Institute of Chemical Process Fundamentals of the CAS	
Institute of Analytical Chemistry of the CAS	
Institute of Inorganic Chemistry of the CAS	
Institute of Macromolecular Chemistry of the CAS	
J. Heyrovsky Institute of Physical Chemistry of the CAS	
Institute of Atmospheric Physics of the CAS	
Institute of Geology of the CAS	
Institute of Geonics of the CAS	
Institute of Geophysics of the CAS	
Institute of Rock Structure and Mechanics of the CAS	
Astronomical Institute of the CAS	
Institute of Computer Science of the CAS	
Institute of Information Theory and Automation of the CAS	
Institute of Mathematics of the CAS	
Institute of Physics of the CAS	
Institute of Theoretical and Applied Mechanics of the CAS	
Nuclear Physics Institute of the CAS	
Bulovka University Hospital	
General University Hospital in Prague	
Motol University Hospital	
Na Homolce Hospital	
St. Anne's University Hospital Brno	
University Hospital Brno	
University Hospital Hradec Králové	
University Hospital in Ostrava	
University Hospital in Pilsen	
University Hospital Olomouc	
Centre of Cardiovascular and Transplantation Surgery	
Institute for Clinical and Experimental Medicine	
Institute of Hematology and Blood Transfusion	
Masaryk Memorial Cancer Institute	
National Institute of Public Health	
Agrotest Fyto	
Crop Research Institute	
Czech Geological Survey	
Czech Hydrometeorological Institute	
Forestry and Game Management Research Institute	
Institute of Animal Science	

Potato Research Institute Havlíčkův Brod
Research and Breeding Institute of Pomology Holovousy
Research Centre Řež
Silva Tarouca Research Institute for Landscape and Ornamental Gardening
T. G. Masaryk Water Research Institute
The Extreme Light Infrastructure ERIC (only facility Dolní Břežany, CZ)
Veterinary Research Institute

