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Primary Address: Technická 2710/6, 160 80 Praha 6, Czech Republic

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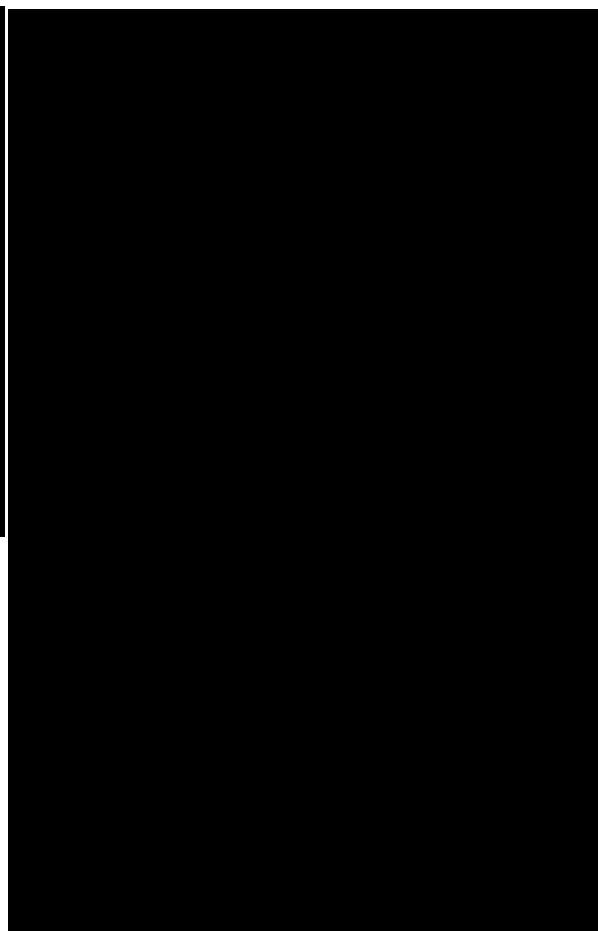
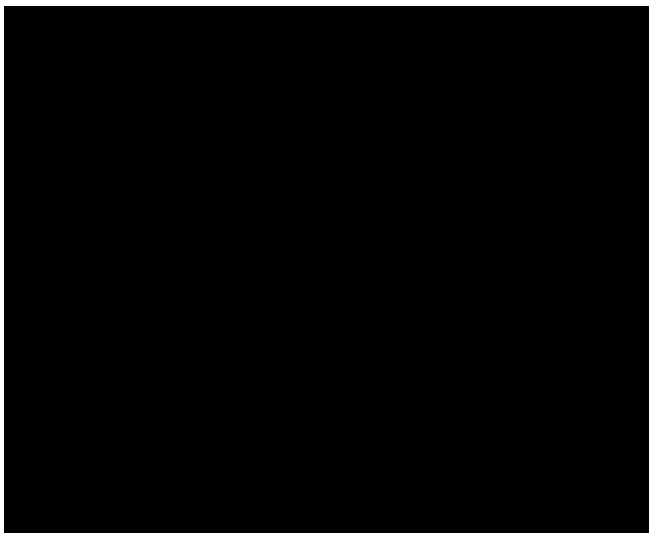
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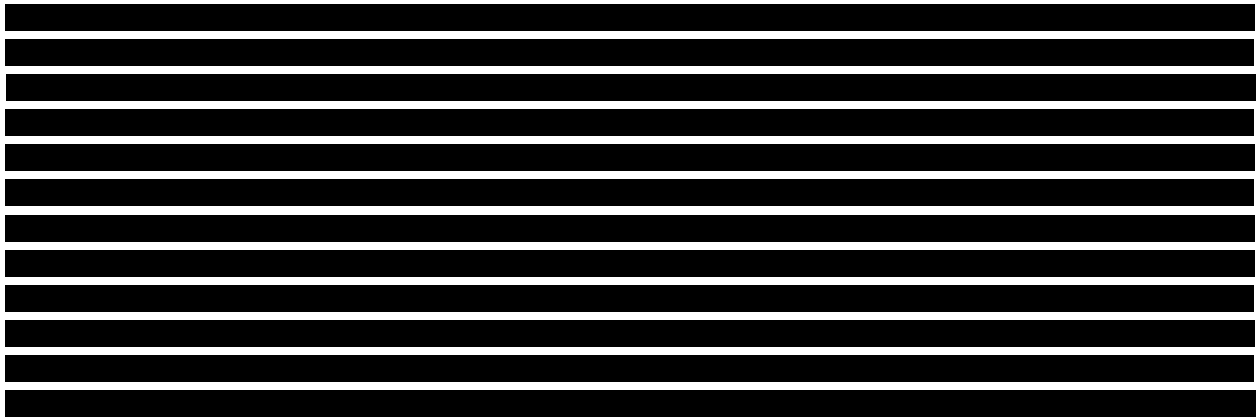
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- Address: Technická 2710/6, 160 80 Praha 6, Czech Republic
- Contact Individual: Martin Svoboda, Director [REDACTED]
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3	[REDACTED]	Czech Technical University in Prague	Praha 6	160 00	Jugoslávských partyzánů	1580/3	Czech Republic
4	[REDACTED]	Institute of Information Theory and Automation of the CAS	Praha 8	182 08	Pod Vodárenskou věží	4	Czech Republic
5	[REDACTED]	Masaryk University	Brno	601 77	Žerotínovo náměstí	617/9	Czech Republic
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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
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Ústav teoretické a aplikované mechaniky AV ČR, v. v. i.	Institute of Theoretical and Applied Mechanics of the CAS
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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
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Univerzita Jana Evangelisty Purkyně v Ústí nad Labem	Jan Evangelista Purkyně University in Ústí nad Labem
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Knihovna AV ČR, v. v. i.	Library of the Czech Academy of Sciences
Masarykův onkologický ústav	Masaryk Memorial Cancer Institute
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Metropolitní univerzita Praha, o.p.s.	Metropolitan University Prague

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Městská knihovna v Praze	Municipal Library of Prague
Západočeské muzeum v Plzni	Museum of West Bohemia
Nemocnice Na Homolce	Na Homolce Hospital
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Národní galerie v Praze	National Gallery Prague
Státní zdravotní ústav	National Institute of Public Health
Národní technická knihovna	National Library of Technology
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Národní muzeum	National Museum
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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
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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
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Výzkumný ústav vodohospodářský T. G. Masaryka, v. v. i.	T. G. Masaryk Water Research Institute
Technická univerzita v Liberci	Technical University of Liberec
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

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Fakultní nemocnice Hradec Králové	University Hospital Hradec Králové
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Fakultní nemocnice Plzeň	University Hospital in Pilsen
Fakultní nemocnice Olomouc	University Hospital Olomouc
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
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3	Computer Science	2025	tbd	[REDACTED]	N

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1	Mathematics & Statistics	2023	450		N
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3	Mathematics & Statistics	2025	tbd		N

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3	Computer Science	2025	tbd		N

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2	Computer Science	2024	tbd		N
3	Computer Science	2025	tbd		N
1	Mathematics & Statistics	2023	450		N
2	Mathematics & Statistics	2024	tbd		N
3	Mathematics & Statistics	2025	tbd		N

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3	Computer Science	2025	tbd		N

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1	Computer Science	2023	1,170	[REDACTED]	N
2	Computer Science	2024	tbd		N
3	Computer Science	2025	tbd		N
1	Mathematics & Statistics	2023	450		N
2	Mathematics & Statistics	2024	tbd		N
3	Mathematics & Statistics	2025	tbd		N

University of West Bohemia - [REDACTED]

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2	Computer Science	2024	tbd		N
3	Computer Science	2025	tbd		N

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

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

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

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

4. Rights and Obligations of Licensor

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

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

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

4.4 Licensor shall use commercially reasonable efforts to provide online access to the Content through the Platforms, subject to periodic unavailability due to (a) unexpected technical issues outside of Licensor's control, or (b) server and software maintenance ("Unavailability"); and to restore access to the Content as promptly as possible in the event of Unavailability, but in all cases no later than two (2) business days from notification (the "Grace Period"). If the Unavailability continues beyond the Grace Period, Customer shall be entitled to a pro-rata credit of any License Fees paid in advance on behalf of the affected Licensee for the affected Product. Licensor will credit the Customer with an amount calculated as follows:

[Annual License Fee for affected Product] x [Number of full days of Unavailability divided by 365]

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

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

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

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

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

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

4.9 In the event that the Czech Republic or the European Union implements an Open Access policy

during the Term of this License Agreement, Licensor may consider the possibility to enter into discussions with the Customer regarding the terms of this License Agreement, but, in any case, this shall not be considered as an obligation of the Licensor to renegotiate this License Agreement or change the terms hereby agreed.

5. Rights and Obligations of Licensee

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

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

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

6. License Fees

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

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

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

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

7. Term and Termination

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

In the event that Licensor decides to terminate the License Agreement against an individual Licensee, Customer shall not be responsible for the portion of the License Fees related to the Content that would be provided to that Licensee in the subsequent years of the Term after termination. Following termination against an individual Licensee, Customer shall promptly provide Licensor with a certificate duly executed by one of its Directors, accompanied by all the supporting documentation, certifying the portion of the License Fees allocated to that Licensee for the subsequent years of the Term after termination. In such event, Licensor will recalculate the License Fees accordingly.

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

7.2 Either Licensor or Customer may terminate the License Agreement immediately upon notice to the other party if (a) a petition in bankruptcy or for a reorganization or arrangement pursuant to the bankruptcy laws is filed by the other party, or (b) a petition in bankruptcy or for reorganization or arrangement pursuant to the bankruptcy laws is filed against the other party and such petition is not dismissed within 90 days, or (c) an order is entered directing the liquidation of the other party, or (d) the other party becomes insolvent, or (e) the other party assigns all or substantially all its assets for the benefit of creditors, or (f) the other party shall apply for, or consent to, the appointment of a receiver, trustee or liquidator for all, or a substantial part, of its assets, or (g) the other party ceases paying its debts on a regular basis, unless prohibited by applicable law. The Customer may terminate this License Agreement, even partially with respect to particular Licensee or Licensees, without penalty as of 31 December 2023 and subsequently every potential 31 December of the following year if (i) sufficient content acquisitions funds are not allocated, or (ii) content acquisition funds are withdrawn or reduced, or (iii) the relevant Licensee does not have sufficient funds to participate, to enable the Customer and/or Licensees, in the exercise of its reasonable administrative discretion, to continue this License Agreement. In the event of such financial circumstances, the Customer will notify the Licensor of the intent to terminate this License Agreement or partially terminate this License Agreement at least thirty (30) days before the end of the respective year. This License Agreement shall terminate in the selected extent on the last day of the respective year without penalty of expense to the Customer of any kind whatsoever, except as to the portions of payments herein agreed for which funds shall have been appropriated and budgeted or otherwise available. In the event of such termination of this License Agreement, the Customer and Licensees shall maintain their Continuing Access, Continuing Access Journals and Archive Content. Pursuant to this Section 7.2, if any of the conditions set forth in this Section is fulfilled with respect to an individual Licensee, the Licensor is entitled to terminate the License Agreement only with respect to an individual Licensee.

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

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

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

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

8. Confidentiality

The License Agreement is the confidential and proprietary information of Licensor (collectively, the

“Confidential Information”). Confidential Information shall not include any information which at the time of disclosure is (a) known to the recipient independently of this License Agreement without a breach of any confidentiality obligation; (b) is in the public domain; (c) is made available to the recipient at any time by an independent third party which has not obtained it directly or indirectly in breach of any obligation of confidentiality to Licensor. Customer and Licensee agree to keep the Confidential Information strictly confidential and shall not disclose it to any third party except: (a) to officers, accountants, attorneys, insurers or agents of Customer and Licensee who have a need to know the Confidential Information in order to permit Customer and Licensee to exercise its rights or fulfill its obligations under this License Agreement, and who are bound by a legal obligation of confidentiality with respect to the Confidential Information, (b) as required by law, including but not limited to § 2 of the Czech law no. 340/2015 Coll, on the Register of Contracts, as amended, except for personal information, trade secrets and sensitive information that shall be blacked out in the relevant publication of the contract, as permitted by the applicable law and to the extent required by Licensor. Such partial disclosure shall only be made through the channels specified by the Czech law no. 340/2015 Coll, on the Register of Contracts, as amended, or (c) pursuant to a properly issued subpoena, any order of any court, or other authority or governmental agency with the authority to obtain information regarding the License Agreement. If Customer or Licensee is requested to disclose any Confidential Information pursuant to (b) or (c) above, it shall immediately notify Licensor of such request, to the extent legally permissible give Licensor a reasonable opportunity to challenge the disclosure, and provide Licensor reasonable assistance in seeking a protective order or in connection with other measures to ensure that the recipient of the Confidential Information keeps it confidential.

9. Representations, Warranties, Indemnification

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

9.2 Licensor shall not be liable for any damages caused by (a) use of the Content by Licensee or any Authorized User other than as expressly permitted under this License Agreement; (b) any failure or

malfunction resulting wholly or to any material extent from the Licensee's and/or Authorized User's willful misconduct, negligence, operator error, use other than in accordance with user documentation made available by Licensor; (c) failure by Licensee to implement recommendations previously advised by Licensor in respect of, or solutions for, faults in the Content or the Platforms; or (d) the decompilation or modification of the Content or its merger with any other program by any person other than Licensor.

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

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

THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM.

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

10. General

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

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

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

10.4 Entire Agreement; Modification: This License Agreement supersedes and replaces all prior agreements and understandings, whether written or oral, between the parties concerning the subject matter hereof. This License Agreement constitutes the entire agreement between the parties concerning

its subject matter and cannot be modified, nor may any of its provisions be waived, except when executed in written form and signed, or signed by DocuSign electronic signature, in each case by both parties, except that in the case of waivers or consents, the foregoing requirements shall apply solely to the party giving such waiver or consent. Failure or delay of either party to enforce any of its rights under this License Agreement is not deemed a modification or a waiver by such party of any of its rights hereunder.

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

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

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

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

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

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

10.10 Audit Rights. Licensor will use its commercially reasonable efforts to maintain complete invoices and payment records directly pertinent to performance under this License Agreement (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for 10 years thereafter. Upon reasonable notice following written request by an auditing/controlling public body authorized to carry out audit in compliance with the rules and regulations of Czech Republic and mandatory rules of EU/EC regarding to the financial control especially regarding to the grants to Customer pertaining to this License Agreement, Licensor will use its commercially reasonable efforts to provide such Records to those authorized bodies, to a reasonable extent. Such auditing/controlling request shall not usually occur more than once per year. The obligation to provide the Records shall be in effect for the timeframe Licensor is obliged to keep the Records specified above. Regardless of the foregoing, Customer shall not disclose the content of the Records to any other third party other than the authorized bodies and that Records will be subject to confidentiality pursuant to Section 8 above.

10.11 Data Protection

10.11.1 For the purpose of this License Agreement, **Data Protection Law** shall mean 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.

10.11.2 If any personal data is processed by either party for the conclusion of this License Agreement, the parties agree that each party 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 shall (i) only process personal data in compliance with, and shall not cause itself or the other party 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.

10.11.3 If either party becomes aware of a personal data breach relating to the processing of personal data in connection with this License Agreement it will 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.

10.11.4 If either party receives any communication from any supervisory authority relating to the

processing or personal data in connection with the conclusion of this License Agreement, it shall act reasonably in co-operating with the other party in respect of any response to the same.