

STANDARD LICENSE AGREEMENT

ITSN İLETİSİM TEKNOLOJİSİ SİSTEMLERİ SAN VE TİC. LTD.

AND

THE NATIONAL LIBRARY OF TECHNOLOGY

This License Agreement ("**Agreement**") is made between ITSN İletisim Teknolojisi Sistemleri San ve Tic. Ltd., M.E.B. Caddesi No:5/11 Kolej, Cankaya Ankara, Turkey, ID number ATO 376801 ("**Distributor**"), acting on behalf of Merative US L.P., 100 Phoenix Drive, Ann Arbor, MI 48108 ("**Publisher**"), represented by JUDr. Jakub Vozáb, Ph.D., based on the power of attorney

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**")

(Distributor and Licensee together as the "**Parties**", and separately each as a "**Party**").

The Licensee acts as a central purchasing body within the meaning of Act No. 134/2016 Coll., on Public Procurement, as amended, for concluding license agreements on behalf of Participating Institutions as listed in Appendix B ("**Participating Institutions**") as part of the project CzechELib. In the event the Licensee is listed in Appendix B, all and any provisions related to Participating Institutions shall be without any limitation applicable also to the Licensee.

The Licensee shall be entitled to grant the necessary authorization or sublicense to Participating Institutions.

In consideration of the mutual promises contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Representation, Subject of the Agreement, Content of Licensed Materials; Grant of License

- 1.1 **Representation.** The Distributor hereby represents and warrants that it has all the authority, competence and license to grant a license to the Licensed Materials to the Licensee as defined in this Agreement. Where the performance of the Distributor's obligation depends on the activity and/or cooperation of the Publisher, the Distributor shall ensure and is liable for any violation of the rights and/or obligations stipulated herein as a result of the activity or inactivity of the Publisher and this can serve as a reason for termination of this Agreement pursuant to Section 11.
- 1.2 **Subject of the Agreement.** The subject of this Agreement is to define the conditions of cooperation and the rights and duties of the Parties while providing the Licensed Materials to the Licensee and the Participating Institutions as defined in this Agreement.
- 1.3 **Licensed Materials.** The materials that are the subject of this Agreement are set forth in Appendix A ("**Licensed Materials**"), and the Licensee acknowledges and agrees that the Publisher owns all rights, title and interest in the Licensed Materials subject to the license granted herein.
- 1.4 **Grant of License.** The Distributor hereby grants to the Licensee a non-exclusive, non-transferable (except the following sublicenses or other corresponding authorization), system-wide perpetual right, or if perpetual is not objectively possible under applicable law then to the maximum extent permissible under applicable law (regardless whether in form of a license or a sublicense), to use the Licensed Materials pursuant to this Agreement, limited to the territory of the Czech Republic. The Licensee is entitled to grant the sublicenses or any other corresponding authorization to the Participating Institutions in order to provide the Licensed Materials to the Authorized Users (as defined in Section 4.1 of this Agreement) of the Participating Institutions in accordance with the terms of this Agreement.
- 1.5 **Ownership of Intellectual Property.** Nothing in this Agreement shall be construed, interpreted or understood as transfer of ownership of any copyright, trademarks, service marks or any other intellectual property right from the Distributor to the
- 1.6 Licensee, Participating Institutions or the Authorized Users.

2. Delivery & Access

- 2.1 The Distributor will provide the Licensed Materials to the Licensee and to the Participating Institutions in the following manner:

Network Access. The Licensed Materials will be stored at one or more of the Publisher's locations in digital form accessible by telecommunication links between such locations and authorized locations of the Licensee and the Participating Institutions.

3. Fees

- 3.1 **Fees and Payment.** The Licensee shall pay the Distributor a fee for the license concerning the Licensed Materials pursuant to the terms set forth in Appendix A based on an invoice issued by the Distributor ("**Fee**"). All Fees are due and payable by the Licensee by 15 May of the respective calendar year, unless otherwise stipulated in Appendix A.
- 3.2 **Incomplete Payment.** The Licensee may cover the invoice partially if a Participating Institution did not provide its financial contribution in time. In the event of such incomplete payment, the Licensee will notify the Distributor in writing of the intended difference no less than ten (10) days prior to the due date. In such case the Licensee is not in delay with the payment and the Distributor or the Publisher may suspend the IP addresses of such Participating Institution until the Fee is completely paid.
- 3.3 **Change of number of Participating Institutions listed in Appendix B.** In case any Participating Institution shall lose its status as a Participating Institution or in case any Potential Participating Institution and/or new scientific (or similar) institution shall reveal its intent to become a Participating Institution, then the Fees set forth in Appendix B will apply. If the number of the Participating Institutions increases by more than 25%, the parties agree to discuss any appropriate change in Fee.

4. Authorized Use of Licensed Materials

- 4.1 **Authorized Users.** "**Authorized Users**" are:
- (a) Full and part-time employees (including faculty, staff and those who work for the Licensee or a Participating Institution on a contract basis) of the Participating Institutions and are competent healthcare professionals; and students of the Participating Institutions, who are studying to be healthcare professionals, regardless of the physical location of such persons. The Licensee and Participating Institutions acknowledge and agree that regardless of physical location of such employees or students, the Licensee and the Participating Institutions are jointly and severable liable for access to and use of the Licensed Materials. For authorized sites of the Participating Institutions, see Appendix B. Should the Licensee be listed in the Appendix B as the Participating Institution, all provisions concerning the Participating Institution and the Authorized Users shall apply also with respect to the Licensee.
 - (b) Walk-ins. Intentionally omitted.
- 4.2 **Access by and Authentication of Authorized Users.** Authorized Users of the Participating Institutions shall be granted access to the Licensed Materials pursuant to the following:
- (a) IP Addresses. Authorized Users shall be identified and authenticated by the use of Internet Protocol ("**IP**") addresses provided by the Licensee to the Distributor.

Such IP addresses must be associated directly with the facilities listed in Appendix B. The use of proxy servers by the Licensee or the Participating Institutions is authorized only if proxy server IP addresses provide limit remote or off-campus access to the Authorized Users. Authorized IP Addresses are listed in Appendix C. An updated list will be sent to the Distributor on an annual or as-needed basis without the need to amend this Agreement. Alternatively, if the Publisher is utilizing its own and/or third-party system for IP range change notification (such as e.g. IP Registry), then an updated list may be sent via such system instead. The Distributor shall ensure that the Publisher shall use reasonable efforts to cooperate with the Participating Institutions in the implementation of new authentication protocols and procedures (such as Shibboleth) as they are developed during the term of this Agreement, which will be at the Licensee's sole cost and expense. Both the Licensee and the Distributor will provide cooperation to coordinate or facilitate this process but they will not be liable for correct implementation of such authentication protocols and procedures (which remain the full responsibility of the Publisher and the respective Participating Institution).

- (b) Distributor or Publisher-administered Authentication. Intentionally omitted.
- (c) Personally Identifiable Information (Personal Data) of Authorized Users. The Licensee, the Distributor and the Publisher together and individually acknowledge and agree that the Licensee neither transfers nor provides any personally identifiable information (personal data) of the Authorized Users to the Distributor. Access to the Licensed Materials is primarily granted via IP Addresses pursuant to Section 4.2(a) of this Agreement which prevent any identification of the Authorized User.

4.3 **Authorized Uses.** The Licensed Materials may be used for purposes of research, education or other non-commercial use as particularly follows:

- (a) The Distributor may make changes to the Licensed Materials, including, without limitation, ceasing to distribute all or a portion of the Licensed Materials or replacing the Licensed Materials with content that is substantially similar in functionality. The Licensed Materials may only be used for the Licensee's own internal uses. The Licensee may: (a) make 1 copy of the Licensed Materials in order to use the Licensed Materials on the applicable Platform; (b) copy limited excerpts of the Licensed Materials into any other medium for internal use only, in accordance with Fair Use Guidelines of the U.S. Copyright laws; or (c) print limited excerpts of the Licensed Materials for internal use only, in accordance with Fair Use Guidelines of the U.S. Copyright laws.
- (b) Except as expressly permitted in this Agreement, the Authorized Users may not:
 - (a) modify the Licensed Materials, including without limitation, the removal of any copyright, trademark, disclaimer notices, proprietary markings or restrictive legends placed on the Licensed Materials;
 - (b) copy, download, upload or in any other way reproduce the Licensed Materials in any form, with the exceptions stated in this Agreement
 - (c) sell, distribute, sublicense, provide access to, or

transfer the Licensed Materials or any portion thereof, to a third party (including, without limitation, by facsimile or electronic means) with the exceptions stated in this Agreement; (d) create compilations, derivative works, or reverse engineer, decompile or disassemble any part of the Licensed Materials with the exceptions stated in this Agreement; (e) use any version of the Licensed Materials other than the most current version; (f) use the Licensed Materials for the benefit of a third party other than the Participating institution or give any third party beneficial use of the Licensed Materials; or (g) use the Licensed Materials or any portion thereof for commercial use, including without limitation, for publication, broadcasting, redistribution or to create original content for publication. The Distributor may embed an automatic shutdown feature or disable access to the Licensed Materials that renders the Licensed Materials inoperable beyond the scope of this Agreement.

- (c) The Licensee will not, nor permit others to, provide, disclose, or otherwise make Proprietary Information available to, or accessible by, any person other than the Participating Institutions or the Authorized Users, except for Proprietary Information of patient education and consumer information as permitted herein. The Licensee will take appropriate security precautions to affect its obligations under this Agreement.
- (d) Display. The Participating Institutions and the Authorized Users shall have the right to electronically display the Licensed Materials.
- (e) Digital Copy. The Participating Institutions and Authorized Users may download and digitally copy a di minimus (as defined by U.S. Copyright law) portion of the Licensed Materials.
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- (g) Recover Copying Costs. The Participating Institutions may impose a reasonable fee on the Authorized Users to cover costs of copying or printing portions of the Licensed Materials by or for the Authorized Users.
- (h) Archival/Backup Copy. The Distributor shall provide to the Licensee upon request, or the Licensee may independently create, one (1) copy of the entire set of the Licensed Materials to be maintained as a backup copy. In the event that this Agreement is terminated, or the Publisher no longer offers the Licensed Materials online, the Licensee and Participating Institutions may use the backup copy to exercise their rights under Section 12 (*Perpetual Rights*) of this Agreement.
- (i) Caching. The Participating Institutions and the Authorized Users are authorized in the course of an automatic process of an internet browser or any other software to make temporary local digital copies of the Licensed Materials in order to ensure proper operation and use of such internet browser or for proper

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- (k) Collections of Information. Intentionally omitted
- (l) Course Packs (Print and Electronic). The Participating Institutions and the Authorized Users may use a di minimus (as defined by U.S. Copyright law) portion of the Licensed Materials in the preparation of a packet of the materials used in the classroom ("**Course Packs**") or other educational materials.
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4.4 **No Diminution of Rights**. Intentionally omitted.

4.5 **The Rights of the Author to Use Own Work**. Intentionally omitted.

4.6 Intentionally omitted.

4.7 **Definitions**: Intentionally omitted.

4.8 **Scope of Authorized Use and Access to Licensed Materials.**

Concurrent Access. Subject to the terms of this Agreement, the Participating Institutions and the Authorized Users shall have concurrent and simultaneous user access to the Licensed Materials as set forth in Appendix A.

5. Specific Restrictions on Use of Licensed Materials

- 5.1 **Unauthorized Use.** The Participating Institutions, or the Authorized Users shall not knowingly permit anyone other than the Authorized Users to access the Licensed Materials.
- 5.2 **Modification of Licensed Materials.** The Participating Institutions or the Authorized Users shall not modify or manipulate the Licensed Materials.
- 5.3 **Removal of Copyright Notice.** The Participating Institutions or the Authorized Users shall not remove, obscure or modify any copyright or other notices included in the Licensed Materials. The Licensee and all Participating Institutions must ensure that such notices are not removed or obscured when de minimus portions of the Licensed Materials are printed or electronically transmitted.
- 5.4 **Commercial Purposes.** The Participating Institutions or the Authorized Users may not use the Licensed Materials for any commercial purposes, including but not limited to the sale of the Licensed Materials, fee-for-service use of the Licensed Materials or otherwise exploit the Licensed Materials; nor may the Licensee and the Participating Institutions impose special charges on the Authorized Users for use of the Licensed Materials beyond reasonable printing or administrative costs. For the avoidance of doubt, research conducted by the Participating Institutions and that is supported by a commercial entity shall not be considered use for commercial purposes, so long as no part of this Agreement or the license grant contained herein is violated.

6. Mutual Performance Obligations

- 6.1 The Licensee must use, and must ensure that all Participating Institutions use, all commercially reasonable efforts to secure access to the Licensed Materials and prevent unauthorized use or access, including the protection of passwords.
- 6.2 **Notification and Cure of Unauthorized Use.** In the event the Licensee and/or any of the Participating Institutions becomes aware of an unauthorized access or use of the Licensed Materials, the Licensee or the Participating Institution must immediately notify the Distributor or the Publisher and use all commercially reasonable efforts, at its sole cost and expense, to remedy such unauthorized access or use. In the event the Distributor or Publisher becomes aware of unauthorized access or use of the Licensed Materials, the Distributor shall, or shall ensure that the Publisher will, immediately notify the Licensee and the respective Participating Institution in writing.

- 6.3 The Licensee also must immediately notify the Publisher and the Distributor of any publication of passwords on public websites about which it becomes aware.
- 6.4 The Licensee must provide all assistance to and cooperation with the Publisher and the Distributor in remediating/resolving such unauthorized access or preventing further unauthorized access or use, at the Licensee's sole cost and expense.
- 6.5 If five (5) instances of unauthorized use or access occur within 180 days, the Publisher or the Distributor each have the right to suspend or permanently terminate access to the Licensed Materials by the Participating Institution(s) from whose facilities such unauthorized access occurred. The Publisher or the Distributor may do so even if each of the five instances of unauthorized access occurred at a different Participating Institution. If more than five (5) instances of unauthorized use or access occur within 180 days, the Distributor or the Publisher, in addition to any other remedies each may have at law or in equity, may permanently terminate all access and the Distributor may terminate this Agreement.

7. Performance Obligations

- 7.1 The Distributor will use reasonable efforts to ensure that its or the Publisher's performance will meet or exceed industry standards and practices. The Distributor is obliged to secure and is liable for any damages with respect to the validity of the license granted by the Publisher to the Licensee for the duration of this Agreement. The Distributor is obliged to follow the contract concluded between the Distributor and the Publisher about the license to the Licensed Materials. In the case of breach of such contract the Distributor is responsible for all the damages of the Licensee and the Participating institutions caused by the suspension of the license to the Licensed Materials to the Distributor and by this to the Licensee and the Participating institutions.
- 7.2 The Distributor shall acquaint the Publisher with the content of this Agreement. The Distributor shall ensure that all Distributor's obligations under this Agreement will be fulfilled and that the Publisher will not prevent such fulfillment. The Distributor may under no circumstances exclude or limit its liability due to any lack of cooperation from the Publisher. The Distributor shall ensure that the Publisher will provide its cooperation in duly and timely manner so all obligations stipulated herein may be orderly fulfilled.
- 7.3 **Availability of the Licensed Materials.** Upon the Effective Date (as specified in Section 9.1 of this Agreement), the Distributor shall ensure that the Licensed Materials become available to the Participating Institutions and the Authorized Users.

Should the Effective Date of this Agreement occur after 1 January 2023, Distributor shall ensure that the Publisher will make, or has already made, the Licensed Materials available to the Licensee, the Participating Institutions and Authorized Users in the full scope of the license stipulated herein already as of 1 January 2023 due to the necessity of access to the Licensed Materials as of 1 January 2023, to the

Participating Institutions and Authorized Users in the full scope of the authorization stipulated herein including all and any possible rights and authorizations such as potential archiving rights, extent of the access to the backfile content of Licensed Materials or Open Access publishing under this Agreement. Performance of the Distributor's obligation to ensure that the Licensed Materials become available before this Agreement takes effect shall be considered entirely as a performance according to and in compliance with this Agreement.

- 7.4 **Discovery of the Licensed Materials.** Intentionally omitted.
- 7.5 **Persistent Linking.** Intentionally omitted.
- 7.6 **Online Terms and Conditions.** Intentionally omitted.
- 7.7 **Documentation.** The Distributor will provide or shall ensure that the Publisher will provide, complete and up-to-date help and operational documentation to the Licensee, the Participating Institutions and the Authorized Users. Such documentation may be provided by means of the Distributor's and/or Publisher's online system and/or system for administrators.
- 7.8 **Support.** The Distributor shall ensure that the Distributor or Publisher will provide activation support. The Distributor will offer the same levels of continuing support to assist the Licensee, Participating Institutions and Authorized Users in the use of the Licensed Materials, that it offers all others of its licensees of the Publisher's content. The Distributor shall ensure that the Distributor or the Publisher will make its personnel available by email [REDACTED] and/or phone [REDACTED] during regular business hours, Monday through Friday, for feedback, problem-solving, or general questions, and they will respond in a timely manner. If there is a change in a contact for support, either the Distributor or the Publisher will notify the Licensee and the Participating Institutions of such change. The change is effective by the delivery of the notice to the Licensee and the Participating Institutions.
- 7.9 **Training.** The Distributor shall ensure that the Distributor or Publisher will, upon agreement and in and no more often than two (2) times for no more than 20 individuals each time,, provide to the Licensee, the Participating Institutions and the Authorized Users appropriate on-site or online training related to the use of the Licensed Materials and any Publisher software at no cost. Further training will be at Fees to be negotiated between the Distributor and the Licensee.
- 7.10 **Updates.** The Distributor shall ensure that the Publisher will provide and implement regular system and project updates to the Licensee and the Participating Institutions as they become available. No additional fee shall be charged for updates.
- 7.11 **Quality of Service.** The Distributor shall ensure that the Publisher will use reasonable efforts to ensure that the Publisher's server or servers have sufficient capacity and rate of connectivity to provide the Participating Institutions and their Authorized Users with access to the Licensed Materials as set forth herein. The

Licensee acknowledges that the Publisher may schedule maintenance periods during which the Licensed Materials cannot be accessed. The Distributor will use all commercially reasonable efforts to ensure that Licensee is made aware of such scheduled maintenance in advance.

7.12 **Problems with Licensed Materials.** If the Licensed Materials fail to operate, display, load, or render in conformance with the terms of this Agreement, the Licensee or the Participating Institution shall immediately notify the Distributor or the Publisher in writing, and the Distributor shall ensure that the Publisher will promptly use commercially reasonable efforts to restore access to the Licensed Materials in a timely manner. In the event that the non-conformity materially affects the Participating Institutions' use of the Licensed Materials, and the Licensee provides the Distributor with detailed evidence of such, and the Publisher fails to remedy the non-conformity within five (5) business days, the Distributor shall reimburse the Licensee daily pro rata Fee, based upon the then current annual Fee annually paid by the Licensee under this Agreement for the Participating Institutions that have been adversely affected.

7.13 **Transfer or Acquisition of Titles.** If any portion of the Licensed Materials is transferred to or acquired from another party, the Distributor shall ensure that the Publisher will use commercially reasonable efforts so the Participating Institutions will not lose access to the Licensed Materials or any rights under this Agreement as a result of the transfer or acquisition. Any archival and perpetual access rights that have been granted shall be retained, whether the Publisher is acting as the transferring or acquiring party. If the Publisher is transferring any portion of the Licensed Materials to another party, the Distributor shall ensure that the Publisher will use commercially reasonable efforts to assign all rights and obligations under this Agreement to the assignee. If the Publisher is acquiring content that will become subject to this Agreement, the Distributor shall ensure that the Publisher will use commercially reasonable efforts to acquire the rights necessary for its performance under this Agreement. The Distributor shall use commercially reasonable efforts to ensure that the Publisher will provide the relevant party with all the relevant payment and rights information. If applicable, for journal titles, the Distributor shall ensure that the Publisher will comply with the NISO Transfer Code of Practice.¹

7.14 **Completeness of Content.** Intentionally omitted.

7.15 Intentionally omitted.

7.16 Intentionally omitted.

7.17 **Notification of Modifications of Licensed Materials.** From time to time, the Publisher may add, change, or modify portions of the Licensed Materials, or migrate the Licensed Materials to other formats. The Distributor will notify the Licensee and the Participating Institutions as soon as is practicable, but the Licensee no more

¹ <http://www.niso.org/workrooms/transfer/>

often than once per calendar quarter of any material or significant changes. If any of the changes, modifications, or migrations render the Licensed Materials substantially alter the uses to which Licensed Materials can be put, the Licensee may seek to terminate this Agreement.

7.18 **Withdrawal of Licensed Materials.** The Publisher reserves the right to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable. The Distributor shall ensure that the Publisher will give prior written notice of the withdrawal to the Licensee and the Participating Institutions as soon as is practicable, but in no event less than thirty (30) days in advance of such withdrawal, specifying the item or items to be withdrawn. Such a notice may also be given directly by the Publisher to the Licensee.

7.19 If any such withdrawal that constitutes more than 25% of the total content in the Licensed Materials renders the Licensed Materials less useful to the Participating Institutions or the Authorized Users, the Distributor shall reimburse the Licensee for the withdrawal in an amount proportional to the Fee. If any such withdrawal of more than 25% of the total content in the Licensed Materials renders the Licensed Materials substantially unusable 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.

7.20 **Itemized Holdings/Title List.** Intentionally omitted.

7.21 **Usage Statistics.** The Distributor shall ensure that the Publisher will provide access to both composite system-wide use data and itemized data for the Licensee, the Participating Institutions, individual campuses and labs, on a quarterly basis..

7.22 Neither the Distributor nor the Publisher shall provide the Licensee's usage statistics in any form to any third party without the Licensee's prior written consent, unless the third party owns rights in the Licensed Materials; in such case the Distributor shall ensure that the usage statistics will not be provided to any other third party. The Distributor shall not provide and shall ensure that the Publisher will also not provide usage statistics of any Participating Institution in any form to any third party (with the exception of the Licensee) without the Participating Institution's prior written consent, unless the third party owns rights in the Licensed Materials. In all cases, the disclosure of such data shall fully protect the anonymity of individual users and the confidentiality of their searches, and will comply with all applicable privacy legislation. Neither the Distributor nor the Publisher shall disclose or sell to any third party usage data or information about the Licensee, any Participating Institution or the Authorized Users without the Licensee's and/or the relevant Participating Institution's prior written consent or unless specifically required by law.

7.23 **Confidentiality of Personally Identifiable Information (Personal Data).** The Distributor agrees and is obliged to ensure that the Publisher ensures that, except as stated in the Publisher's privacy policy on its website, no personally identifiable

information (personal data), including but not limited to log-ins recorded in system logs, IP addresses of patrons accessing the system, saved searches, any identification data, usernames and passwords, will be shared with third parties, except in cases required or allowed by the applicable law, particularly by the Data Protection Law (as specified in Section 17.1 of this Agreement). If the Distributor or the Publisher is compelled by law or court order to disclose personally identifiable information (personal data) of the Authorized Users or patterns of use, the Distributor shall provide the Licensee with adequate prior written notice as soon as is practicable, so that the Licensee, the Participating Institution or the Authorized Users may seek protective orders or other remedies. The Distributor or the Publisher will notify the Licensee and Authorized Users as soon as is practicable if the Distributor's 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.** Intentionally omitted.

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 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 unreadable, 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 **Interoperability with Prevailing Web Browsers.** The Distributor shall ensure that the Publisher will use reasonable efforts to ensure that the Licensed Materials are accessible and interoperable with prevailing web browsers and internet access tools, including, at a minimum, the most recent two major versions (current version and one version prior) and all the associated releases for those versions.

7.27 **Branding.** Intentionally omitted.

7.28 **MARC Records.** When applicable to the Licensed Materials, at the Licensee's request, the Distributor shall provide or shall ensure that the Publisher will provide full OCLC-quality batched sets of MARC records incorporating Licensee specifications at no additional cost by the date of the execution of this Agreement. Updates to existing records and new title records, matching the schedule of release and delivery of new publications, will be provided on a mutually agreed-upon schedule and in a format that renders them useful to the Licensee and/or the Participating Institutions. Such records may be provided by means of the Publisher's online service.

7.29 **Open Access Option.** Intentionally omitted.

7.30 The Distributor recognizes and acknowledges that a new Directive on Copyright in the Digital Single Market² has been adopted by the European Union which implements direct statutory authorizations of research organizations to open access and to employ data mining techniques to materials to which they have lawful access. The Directive provides that these rights may not be contractually excluded. The Member States of the European Union will implement this Directive into their national legal orders. The Distributor therefore agrees, once the rules in this Directive become effective, to renegotiate this Agreement to the necessary extent (if necessary). This shall also apply in case of any other obligatory statutory changes.

8. Licensee Performance Obligations

- 8.1 **License Terms Notification.** The Licensee shall secure 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 secure 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 and will notify the Distributor and the Publisher immediately if it discovers access or use by anyone other than an Unauthorized User.
- 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 secure that the Participating Institutions will use all commercially reasonable efforts to inform the Authorized Users that they should not divulge their numbers and passwords to any third party. The Licensee shall secure 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 guarantees that the Participating Institutions will comply with the terms of this Agreement and will access and use the Licensed Materials solely in accordance with the license terms set out in this Agreement and will observe proper fulfilment of requirements set out in this Agreement. The guarantees 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.
- 8.5 Any breach of this section by the Licensee or any Participating Institution will be considered a material breach of this Agreement, and, subject to section 6.5 above, the Distributor or the Publisher, in addition to any other remedies either may have at law or in equity, may terminate this Agreement in accordance with section 11.3, below.

² Directive of the European Parliament and of the Council on copyright in the Digital Single Market No. (EU) 2019/790.

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 this 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

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11. Early 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 Licensor of the intent to terminate this Agreement or partially terminate this Agreement at least thirty (30) 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. In the event of such termination of this Agreement, the Licensee and Participating Institutions shall maintain their perpetual right to the Licensed Materials under fully paid Subscription Periods, subject to Section 12 of this Agreement.
- 11.2 **Termination for a Material Breach.** 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 to terminate this Agreement with a written notice, however, if such material breach would concern or relate merely a certain Participating Institution or Participating Institutions, the Distributor has the right to terminate this Agreement only partially with respect to this or these Participating Institutions. 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 **Termination of Access.** 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).

11.4 **Refunds.** In the event of early termination pursuant to this Agreement due to a breach by the Distributor or Publisher, 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

Intentionally omitted.

13. Intentionally omitted.

14. Warranties

14.1 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.

14.2 Intentionally omitted.

14.3 **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 resolve any complaint regarding accessibility of the Licensed Materials and ensure that necessary measures are taken by the Publisher, if necessary.³

15. Limitations on Warranties

- 15.1 The Licensed Materials are otherwise provided “**AS IS.**” The Licensed Materials are compiled from materials furnished to or obtained by the Publisher from outside sources. The Distributor does not warrant the completeness or accuracy of the information, that the Licensee’s or the Participating Institutions’ use of the Licensed Materials will be uninterrupted or error-free, or that the results obtained will be successful or will satisfy the Licensee’s requirements. The Licensee and the Participating Institutions are solely responsible for their use of the Licensed Materials.
- 15.2 Internet/Intranet Disclaimer. TO THE EXTENT THAT THE LICENSED MATERIALS ARE DEPENDENT UPON OR USES THE INTERNET OR PARTICIPATING INSTITUTION’S INTERNAL COMPUTER NETWORK, THE LICENSEE AND THE PARTICIPATING INSTITUTION ACKNOWLEDGES THAT THE DISTRIBUTOR HAS NO CONTROL OVER THE INTERNET OR THE PARTICIPATING INSTITUTION’S INTERNAL COMPUTER NETWORK, MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PERFORMANCE OF THE INTERNET OR THE PARTICIPATING INSTITUTION’S INTERNAL COMPUTER NETWORK AND HAS NO LIABILITY WHATSOEVER FOR THE PARTICIPATING INSTITUTION’S OR THE AUTHORIZED USERS INABILITY TO USE THE LICENSED MATERIALS PROVIDED HEREUNDER AS A RESULT OF THE FAILURE OF OR INOPERABILITY OF THE INTERNET OR THE PARTICIPATING INSTITUTION’S INTERNAL COMPUTER NETWORK.
- 15.3 General Medical Disclaimer. THE LICENSEE UNDERSTANDS AND AGREES THAT THE DISTRIBUTOR IS NOT ENGAGED IN THE PRACTICE OF MEDICINE AND THAT THE LICENSED MATERIALS, ARE INFORMATION TOOLS ONLY AND ARE NOT A SUBSTITUTE FOR COMPETENT MEDICAL ADVISORS. ALL MEDICAL PRACTICE MANAGEMENT AND PATIENT CARE DECISIONS MADE IN WHICH SUCH LICENSED MATERIALS MAY BE USED, ARE EXCLUSIVELY THE RESPONSIBILITY OF THE PARTICIPATING INSTITUTIONS AND ITS AUTHORIZED USERS. THE LICENSEE ACKNOWLEDGES AND AGREES THAT THE DISTRIBUTOR HAS NO LIABILITY WHATSOEVER FOR ANY AND ALL CLAIMS THAT ANY IMPROPER MEDICAL TREATMENT RESULTED FROM OR AROSE OUT OF USE OR RELIANCE UPON ANY LICENSED MATERIAL.
- 15.4 If the Licensee or the Participating Institution is required under any Subscription to provide the Distributor with materials, data, other information, the Licensee or the Participating institution is obliged to provide such materials, data, other information to the Distributor, to the extent doing so is not in violation Czech law.

³ <http://www.w3.org/WAI/guid-tech.html>

- 15.5 The Licensee will provide the Distributor with the all reasonable aid in the resolution of Licensed Materials issues, and will implement all reasonable workarounds to problems as directed by the Distributor.
- 15.6 Mutual Warranties. Each Party represents and warrants to the other that it has the power and the authority to execute and perform this Agreement and any attachment attached hereto and thereto or explicitly referencing this Agreement.
- 1) Mutual Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION NEITHER PARTY MAKES ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ANY LICENSED MATERIAL, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR REPRESENTATIONS CONCERNING MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTIES OR REPRESENTATIONS ARE MADE AS TO ANY THIRD PARTY SOFTWARE OR CONTENT THAT MAY BE CONTAINED IN ANY LICENSED MATERIALS AND ALL REFERENCES TO LICENSED MATERIALS IN THIS SECTION 7 MEANS THE LICENSED MATERIALS EXCEPTING ANY THIRD PARTY SOFTWARE OR CONTENT.
- 15.7 Warranty Enforcement. To enforce any provided warranty, the party enforcing the warranty must provide the other party with written notification of any failure to comply with any specification within the warranty period set forth above.
- 15.8 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.
- 15.9 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.

16. Indemnities

- 16.1 The Distributor shall indemnify and hold harmless the Licensee, the Participating Institutions 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, except to the extent any such claim arises from any modification, change, misappropriation or breach of license grant hereunder; and provided that the Licensee or any Participating Institution does the following: (a) notifies the Distributor immediately of any such claim about which it becomes or they become aware; (b) tenders sole control of the defense or settlement of such claim to

the Distributor; and (c) provides full cooperation to the Distributor, at the Distributor's sole cost and expense, in the defense or settlement of such claim. This Section shall survive the termination of this Agreement.

17. Data Protection

- 17.1 For the purpose of this 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.
- 17.2 Without any prejudice to Section 4.2(b) 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.
- 17.3 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.
- 17.4 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.

18. Limitation of Liability

- 18.1 Except for (b) either party's breach of its confidentiality obligations under this Agreement, or (c) either party's indemnification obligations, NEITHER PARTY, NOR ANY DISTRIBUTOR THIRD PARTY SUPPLIERS, WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, SUCH AS, WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS EVEN IF INFORMED OF THE POSSIBILITY THEREOF. THESE LIMITATIONS APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE AND APPLY TO

ALL CAUSES OF ACTION IN THIS AGGREGATE INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS, EVEN IF INFORMED OF THE POSSIBILITY THEREOF.

- 18.2 Except for (b) either party's breach of its confidentiality obligations under this Agreement; (c) either party's indemnification obligations; or (d) as specifically prohibited by law, NEITHER PARTY'S NOR ANY DISTRIBUTOR THIRD PARTY SUPPLIERS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL EXCEED THE AMOUNT OF FEES ACTUALLY RECEIVED BY DISTRIBUTOR (OR, AS APPLICABLE, BY DISTRIBUTOR'S THIRD PARTY SUPPLIERS FROM DISTRIBUTOR) DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GIVES RISE TO SUCH LIABILITY. SUCH LIMITATION IS AN ESSENTIAL PROVISION OF THIS AGREEMENT AND WAS AND IS A CONDITION UPON WHICH THE PRICING WAS AND IS BASED.
- 18.3 THE DISTRIBUTOR IS NOT LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED IN ANY WAY TO: (a) THE ACCURACY OR COMPLETENESS OF THE LICENSEE INFORMATION; (b) USE OF LICENSED MATERIALS; (c) THE LICENSEE'S NEGLIGENCE AND WILLFUL ACT; OR (d) MODIFICATIONS TO LICENSED MATERIALS, WHETHER SUCH DAMAGES ARE SUFFERED BY THE LICENSEE OR ANY THIRD PARTY.

19. Foreign Corrupt Practices Act

- 19.1 The Licensee acknowledges that under the laws of the U.S., it is unlawful for the Distributor, its divisions, subsidiaries and representatives, directly or indirectly, to make any payment or to give anything of value to any foreign official (other than a foreign official whose duties are essentially administrative or clerical) or to any foreign political party, any official of a foreign political party or any candidate for foreign political office for the purposes of influencing any action or failure to take action on the part of such person in connection with the obtaining, retaining or directing of business to any person or company. The Licensee will not make any such payment, directly or indirectly, on behalf of the Distributor or its Affiliates while this Agreement is in effect.

20. Use by or on behalf of the Federal Government

- 20.1 The Licensed Materials licensed under this Agreement or resulting from services purchased under this Agreement and any related documentation are "commercial items," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users and those who use the Licensed Materials on behalf of the U.S. Government acquire such Licensed Materials with only those rights expressly set forth in this Agreement. The Licensed

Materials provided hereunder: **(a)** were developed at private expense and are in all respects the proprietary information of Publisher; **(b)** were not developed with government funds; **(c)** are a trade secret of Publisher for all purposes of the Freedom of Information Act; and **(d)** are commercial items and thus, pursuant to Section 12.212 of the Federal Acquisition Regulations (FAR) and DFAR Supplement Section 227.7202, Government's use, duplication or disclosure of the Licensed Materials is subject to the restrictions set forth by Distributor. Any Licensed Materials used by, for, or on behalf of the U.S. Government is provided with LIMITED RIGHTS as set forth herein. Any software or tools embedded in Licensed Material(s) used by or on behalf of the U.S. Government is provided with RESTRICTED RIGHTS set forth in herein. Use, duplication, or disclosure of data or software by the U.S. Government is subject to restrictions as set forth in the Rights in Technical Data and Computer Software clause at FARS 12.211 and 12.212(a) and/or Commercial Computer Software at DFARS 227.7202-1(a) or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.

21. Exportation

21.1 The Licensee may not use or otherwise export or reexport any of the Licensed Materials except as authorized by and under United States law and these conditions and, if Licensee obtained such Licensed Materials outside of the United States, the laws of the jurisdiction in which Licensee acquired such Licensed Materials. Such Licensed Materials may not be exported or re-exported **(a)** into any U.S. embargoed countries or **(b)** to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By execution of this Agreement, the Licensee represents and warrants to the Distributor that Licensee is not located in any such country or identified on any such list.

22. Assignment and Transfer

22.1 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; provided, however that the Licensee acknowledges and agrees that the Publisher is a wholly-owned subsidiary of MERATIVE and that any transfer of all or substantially all of Publisher's assets to MERATIVE or a merger of the Publisher and MERATIVE during the term of this Agreement does not require Licensee's consent unless such action would contradict with the applicable public procurement law. Neither Party may unreasonably withhold or delay such written consent.

23. Governing Law

23.1 This Agreement and all matters arising from or in connection hereto shall be interpreted and construed according to, and governed by, the laws of the Czech Republic, in particular by Act No. 89/2012 Coll., the Civil Code, as amended.

24. Dispute Resolution & Venue

24.1 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 dispute. 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.

24.2 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.

25. Force Majeure

25.1 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 Nature, 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.

26. Entire Agreement

26.1 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.

27. Amendment

27.1 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.

27.2 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.

28. Severability

28.1 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.

29. Waiver of Contractual Right

29.1 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.

30. Notices

- 30.1 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.
- 30.2 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 (15th) day if the delivery address is outside the Czech Republic.
- 30.3 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.

30.4 If to the Distributor:

- Distributor: ITSN İletişim Teknolojisi Sistemleri San. ve Tic Ltd. Şti.
- Address of Distributor: m.M.E.B. Caddesi No:5/11 Çankaya
- City of Distributor: Ankara
- Country of Distributor: Turkey
- Postal Code of Distributor: 06590
- E-mail: [REDACTED]

30.5 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: [REDACTED]

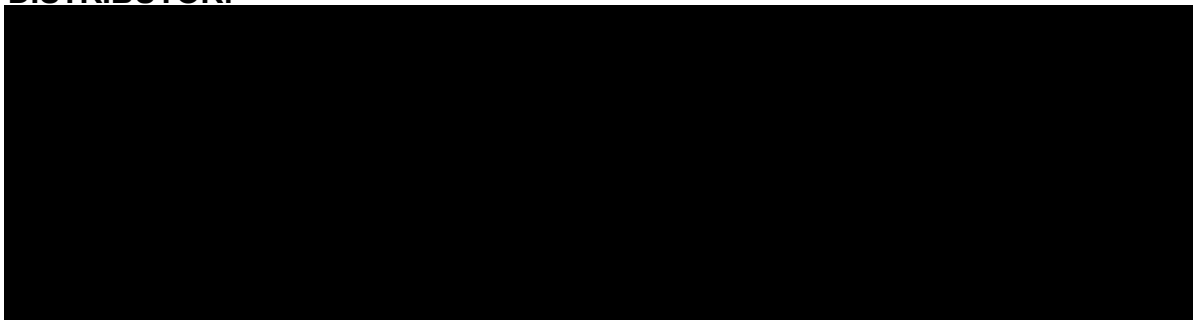
31. Execution

- 31.1 This Agreement itself shall be signed by the authorized signatory of the Distributor and the Licensee.
- 31.2 This Agreement is executed in electronic version and each Party receives one electronic counterpart.

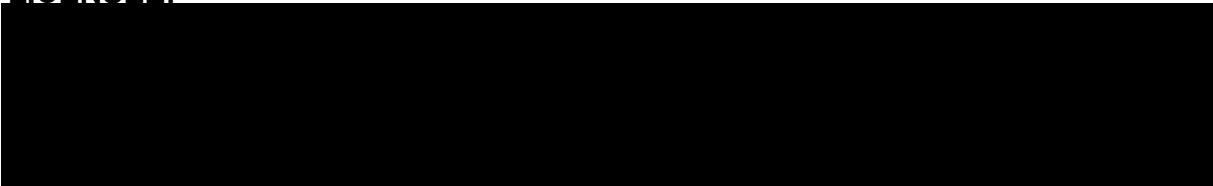
31.3 The Parties agree that electronically signed versions of this originally executed Agreement are acceptable in lieu of printed signed copies and are to be given full force and effect under the law and each Party declares that the electronic execution is valid and effective in the jurisdiction the Party executes this Agreement.

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

DISTRIBUTOR:



LICENSEE:



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

Appendix A: Business Terms

Licensed Materials:

- **Name:** Licensed Micromedex packages within the context of this agreement are Disease Condition Management, Medication Management, Toxicology Management and Toxicology Management Expanded. The content of each service is listed in the below table corresponding to the name of each service.

Disease Condition Management	Disease General Medicine
Medication Management	Complete Drug Interactions Drug Identification, Drugdex® system, Martindale Reproductive Effects Summary Drug Information
Toxicology Management	Poisindex® system Standard Toxicology Information
Toxicology Management Expanded	Poisindex® system Standard Toxicology Information Tomes® system comprising of Hazardtext, Meditext, Infotext MSDS® Reproductive Effects (Reprorisk®)

- **Number of titles:** N/A
- **Dates covered:** N/A
- **Description:** Licensed Micromedex packages, provides market-leading performance improvement solutions built on data integrity, advanced analytics and domain expertise. For more than 40 years, our insights and solutions have been providing hospitals and clinicians, employers and health plans, state and federal government agencies, life sciences companies and policymakers, the facts they need to make confident decisions that directly affect the health and well-being of people and organizations in the US and around the world

Agreement Term: 1 January 2023 – 31 December 2027

Access Conditions: Access will be provided during the lifetime of the contract. No perpetual access will be granted.

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

Fees and Negotiated Discounts:

- Total Fee 2023-2027: 292,722.28 USD (exclusive of VAT)
- License Fee / year:
 - 2023: [REDACTED]
 - 2024: [REDACTED]
 - 2025: [REDACTED]
 - 2026: [REDACTED]
 - 2027: [REDACTED]
- 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.: [REDACTED] [REDACTED] 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.
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 [REDACTED]. 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.

Add-on Products and Negotiated Discounts: N/A

Deeply Discounted Print (DDP) Titles: N/A

APC Discounts: N/A

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.

PARTICIPATING INSTITUTIONS

- Motol University Hospital
- General University Hospital in Prague
- National Institute of Public Health

Institution Name	E-resources	Pricing in USD (exklusive of VAT)					Number of Sim. Users
		2023	2024	2025	2026	2027	
Motol University Hospital	Disease Condition Management						2-5
General University Hospital in Prague	Medication Management Toxicology Management						2-5
National Institute of Public Health	Medication Management						1
GRAND TOTAL							

POTENTIAL PARTICIPATING INSTITUTIONS

Institution	Fee 2023	Fee 2024	Fee 2025	Fee 2026	Fee 2027
Charles University					

Potential Participating Institution (Czech)	Potential Participating Institution (English)
Agrotest fyto, s.r.o.	Agrotest Fyto

Akademie múzických umění v Praze	Academy of Performing Arts in Prague
Akademie výtvarných umění v Praze	Academy of Fine Arts in Prague
AMBIS vysoká škola, a.s.	College of Regional Development and Banking Institute - AMBIS
Astronomický ústav AV ČR, v. v. i.	Astronomical Institute of the CAS
Biofyzikální ústav AV ČR, v. v. i.	Institute of Biophysics of the CAS
Biologické centrum AV ČR, v. v. i.	Biology Centre 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
Centrum dopravního výzkumu, v. v. i.	Transport Research Centre
Centrum kardiovaskulární a transplantační chirurgie Brno	Centre of Cardiovascular and Transplantation Surgery
Centrum pro studium vysokého školství, v. v. i.	Centre for Higher Education Studies
Centrum výzkumu Řež s.r.o.	Research Centre Řež
Česká geologická služba	Czech Geological Survey
Česká zemědělská univerzita v Praze	Czech University of Life Sciences Prague
České vysoké učení technické v Praze	Czech Technical University in Prague
Český hydrometeorologický ústav	Czech Hydrometeorological Institute
CESNET, z.s.p.o.	CESNET
Fakultní nemocnice Brno	University Hospital Brno
Fakultní nemocnice Bulovka	Bulovka University Hospital
Fakultní nemocnice Hradec Králové	University Hospital Hradec Králové
Fakultní nemocnice Olomouc	University Hospital Olomouc
Fakultní nemocnice Ostrava	University Hospital in Ostrava
Fakultní nemocnice Plzeň	University Hospital in Pilsen
Fakultní nemocnice u sv. Anny v Brně	St. Anne's University Hospital Brno
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
Geofyzikální ústav AV ČR, v. v. i.	Institute of Geophysics of the CAS
Geologický ústav AV ČR, v. v. i.	Institute of Geology of the CAS
Grantová agentura České republiky	Czech Science Foundation
Institut klinické a experimentální medicíny	Institute for Clinical and Experimental Medicine
Janáčkova akademie múzických umění	Janáček Academy of Music and Performing Arts
Jihočeská univerzita v Českých Budějovicích	University of South Bohemia in České Budějovice
Jihočeská vědecká knihovna v Českých Budějovicích	Research Library of South Bohemia in České Budějovice
Knihovna AV ČR, v. v. i.	Library of the Czech Academy of Sciences
Knihovna města Hradce Králové	Hradec Králové City Library
Krajská knihovna Františka Bartoše ve Zlíně	František Bartoš Regional Library in Zlín
Krajská knihovna v Pardubicích	Pardubice Regional Library
Krajská knihovna Vysočiny	Vysočina Regional Library

Krajská vědecká knihovna v Liberci, příspěvková organizace	Regional Research Library in Liberec
Masarykova univerzita	Masaryk University
Masarykův onkologický ústav	Masaryk Memorial Cancer Institute
Matematický ústav AV ČR, v. v. i.	Institute of Mathematics of the CAS
Mendelova univerzita v Brně	Mendel University in Brno
Městská knihovna v Praze	Municipal Library of Prague
Metropolitní univerzita Praha, o.p.s.	Metropolitan University Prague
Mikrobiologický ústav AV ČR, v. v. i.	Institute of Microbiology of the CAS, v. v. i.
Moravská zemská knihovna v Brně	Moravian Library in Brno
Moravskoslezská vědecká knihovna v Ostravě, příspěvková organizace	Moravian-Silesian Research Library in Ostrava
Národní filmový archiv	National Film Archive
Národní galerie v Praze	National Gallery Prague
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
Národní pedagogické muzeum a knihovna J. A. Komenského	Comenius National Pedagogical Museum and Library
Národní technická knihovna	National Library of Technology
Nemocnice Na Homolce	Na Homolce Hospital
Orientální ústav AV ČR, v. v. i.	Oriental Institute of the Czech Academy of Sciences
Ostravská univerzita	University of Ostrava
Policejní akademie České republiky v Praze	Police Academy of the Czech Republic in Prague
Psychologický ústav AV ČR, v. v. i.	Institute of Psychology of the CAS
Severočeská vědecká knihovna v Ústí nad Labem	North Bohemian Research Library in Ústí nad Labem
ŠKODA AUTO VYSOKÁ ŠKOLA o.p.s.	ŠKODA AUTO University
Slezská univerzita v Opavě	Silesian University in Opava
Sociologický ústav AV ČR, v. v. i.	Institute of Sociology of the CAS
Středočeská vědecká knihovna v Kladně, příspěvková organizace	Central Bohemian Research Library in Kladno
Studijní a vědecká knihovna Plzeňského kraje, příspěvková organizace	Education and Research Library of Pilsener Region
Studijní a vědecká knihovna v Hradci Králové	Research Library in Hradec Králové
Technická univerzita v Liberci	Technical University of Liberec
The Extreme Light Infrastructure ERIC (pouze pracoviště Dolní Břežany, ČR)	The Extreme Light Infrastructure ERIC (only facility Dolní Břežany, CZ)
Univerzita Hradec Králové	University of Hradec Králové
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
Univerzita Karlova	Charles University
Univerzita obrany	University of Defence
Univerzita Palackého v Olomouci	Palacky University Olomouc
Univerzita Pardubice	University of Pardubice
Univerzita Tomáše Bati ve Zlíně	Tomas Bata University in Zlín
Úřad vlády České republiky	Office of the Government of the Czech Republic
Ústav analytické chemie AV ČR, v. v. i.	Institute of Analytical Chemistry of the CAS
Ústav anorganické chemie AV ČR, v. v. i.	Institute of Inorganic Chemistry of the CAS
Ústav biologie obratlovců AV ČR, v. v. i.	Institute of Vertebrate Biology of the CAS
Ústav chemických procesů AV ČR, v. v. i.	Institute of Chemical Process Fundamentals 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
Ústav fotoniky a elektroniky AV ČR, v. v. i.	Institute of Photonics and Electronics of the CAS
Ústav fyzikální chemie J. Heyrovského AV ČR, v. v. i.	J. Heyrovsky Institute of Physical Chemistry of the CAS
Ústav fyziky atmosféry AV ČR, v. v. i.	Institute of Atmospheric Physics of the CAS
Ústav fyziky materiálů AV ČR, v. v. i.	Institute of Physics of Materials of the CAS
Ústav fyziky plazmatu AV ČR, v. v. i.	Institute of Plasma Physics of the CAS
Ústav geoniky AV ČR, v. v. i.	Institute of Geonics of the CAS
Ústav hematologie a krevní transfuze	Institute of Hematology and Blood Transfusion
Ústav informatiky AV ČR, v. v. i.	Institute of Computer Science of the CAS
Ústav jaderné fyziky AV ČR, v. v. i.	Nuclear Physics Institute of the CAS
Ústav makromolekulární chemie AV ČR, v. v. i.	Institute of Macromolecular Chemistry of the CAS
Ústav mezinárodních vztahů, v. v. i.	Institute of International Relations Prague
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 přístrojové techniky AV ČR, v. v. i.	Institute of Scientific Instruments of the CAS
Ústav pro hydrodynamiku AV ČR, v. v. i.	Institute of Hydrodynamics of the CAS
Ústav struktury a mechaniky hornin AV ČR, v. v. i.	Institute of Rock Structure and Mechanics of the CAS
Ústav teoretické a aplikované mechaniky AV ČR, v. v. i.	Institute of Theoretical and Applied Mechanics of the CAS
Ústav teorie informace a automatizace AV ČR, v. v. i.	Institute of Information Theory and Automation of the CAS
Ústav termomechaniky AV ČR, v. v. i.	Institute of Thermomechanics of the CAS
Ústav výzkumu globální změny AV ČR, v. v. i.	Global Change Research Centre of the CAS
Ústav zemědělské ekonomiky a informací	Institute of Agricultural Economics and Information
Ústav živočišné fyziologie a genetiky AV ČR, v. v. i.	Institute of Animal Physiology and Genetics of the CAS

Vědecká knihovna v Olomouci	Olomouc Research Library
Veterinární univerzita Brno	University of Veterinary Sciences Brno
Vysoká škola báňská - Technická univerzita Ostrava	Technical University of Ostrava
Vysoká škola chemicko-technologická v Praze	University of Chemistry and Technology, Prague
Vysoká škola ekonomická v Praze	University of Economics, Prague
Vysoká škola finanční a správní, a.s.	University of Finance and Administration
Vysoká škola PRIGO, z.ú.	PRIGO University
Vysoká škola technická a ekonomická v Českých Budějovicích	Institute of Technology and Business in České Budějovice
Vysoké učení technické v Brně	Brno University of Technology
Výzkumný a šlechtitelský ústav ovocnářský Holovousy s.r.o.	Research and Breeding Institute of Pomology Holovousy
Výzkumný ústav bezpečnosti práce, v. v. i. - NIVOS	Occupational Safety Research Institute – NIVOS
Výzkumný ústav bramborářský Havlíčkův Brod, s.r.o.	Potato Research Institute Havlíčkův Brod
Výzkumný ústav lesního hospodářství a myslivosti, v. v. i.	Forestry and Game Management Research Institute
Výzkumný ústav rostlinné výroby, v. v. i.	Crop Research Institute
Výzkumný ústav Silva Taroucy pro krajinu a okrasné zahradnictví, v. v. i.	Silva Tarouca Research Institute for Landscape and Ornamental Gardening
Výzkumný ústav veterinárního lékařství, v. v. i.	Veterinary Research Institute
Výzkumný ústav vodohospodářský T. G. Masaryka, v. v. i.	T. G. Masaryk Water Research Institute
Výzkumný ústav živočišné výroby, v. v. i.	Institute of Animal Science
Západočeská univerzita v Plzni	University of West Bohemia
Západočeské muzeum v Plzni	Museum of West Bohemia

Appendix C: IP Addresses of Participating Institutions

#	Account (CZ)	Account (EN)	IP ranges
1.	Fakultní nemocnice v Motole	Motol University Hospital	195.113.82.2 195.113.40.7
2.	Státní zdravotní ústav	National Institute of Public Health	195.113.79.50 194.108.32.58
3.	Všeobecná fakultní nemocnice v Praze	General University Hospital in Prague	195.113.70.96-195.113.70.111

Appendix D: Title List

N/A