

## STN® GLOBAL VALUE PRICING AGREEMENT

Company  
(‘Licensee’): Industrial Property Office of Czech Republic

Start Date of the Agreement: January 01, 2019 Term: 12 months  
(Effective date)

Total Commitment: 59,820 Euro

Company Site(s) Included: see Attachment 1

The parties hereto acknowledge that they have read and agree to be bound by the terms in the STN® GLOBAL VALUE PRICING AGREEMENT, Terms of Agreement 2019.

Agreed:

By \_\_\_\_\_ Date \_\_\_\_\_  
Josef Kratochvil - President  
Czech Republic - Industrial Property Office

FIZ Karlsruhe – Leibniz-Institut für Informationsinfrastruktur GmbH

By \_\_\_\_\_ i.V. \_\_\_\_\_ Date \_\_\_\_\_  
XXXXXXXXX XXXXXXXXX  
President & CEO Head Business Development &  
VP Marketing & Sales STN International Partnerships

### Invoicing Details

**STN Login ID for Invoicing:** 1171023

**PO Number:** \_\_\_\_\_

Invoicing frequency: Semi-annually installments

Invoicing Address(es):

Attention:	Mr. Miroslav Paclík	Company:	Industrial Property Office of Czech Republic
Title:	Director of Patent INF. DPT.	Address:	Antonina Cermaka 2a
City:	Prague	Post/Zip Code:	160 68
Country:	Czech Republic	Telephone:	XXXXXXXXX
E-mail:	XXXXXXXXX	Fax:	

## STN® GLOBAL VALUE PRICING AGREEMENT

### Terms of Agreement 2019

**1. Purpose of Agreement.**

This Agreement covers financial and related arrangements for the Licensee's use of all STN files, features and services available during the term of this agreement, with exceptions as listed herein.

**2. Period of Agreement and Termination.**

This Agreement is effective as of January 01, 2019. The term of this Agreement will be effective for twelve (12) months following the Agreement's effective date.

Neither party may terminate this Agreement for the sake of convenience.

In the event of a breach of this Agreement by the Licensee, FIZ Karlsruhe may provide notice of such breach. Upon receipt of such notice, the Licensee will cure such breach within 30 days. If the Licensee fails to cure the breach within the 30-day period, FIZ Karlsruhe may terminate this Agreement immediately, and the Licensee is responsible for all payments as set forth in this Agreement. FIZ Karlsruhe may temporarily suspend access to one or more login IDs during the breach period.

**3. Financial Terms and Eligible Sites.**

In consideration for the payment of 59,820 Euro, the Licensee is entitled to receive unlimited use of all Files and Features except those specifically excluded in Paragraph 6, for use at the Licensee sites identified in Attachment 1 ("Sites").

Global Value Pricing is dependent on Licensee maintaining current or previous subscription levels to certain databases (e.g. Clarivate Analytics CPI subscription) if applicable, as well as information provided by the Licensee during Global Value Pricing discussions. If subscriptions are cancelled during the life of this contract or key usage parameters discussed with Licensee change, FIZ Karlsruhe reserves the right to renegotiate this contract in good faith.

All searching under this Agreement shall be for the exclusive benefit of Licensee's sites identified in Attachment 1 ("Sites"). Licensee shall not perform any searching under this Agreement for the benefit of any Licensee site other than specified in Attachment 1.

For purposes of this Agreement, a Licensee Site must be under control of the Licensee and greater than 50% owned by the Licensee. Further, the Licensee agrees and warrants that all applicable Licensee Sites (see Attachment 1) are greater than 50% owned by the Licensee. Should a change in ownership occur at a Site in which the Licensee no longer controls or owns greater than 50% of the Site, the Licensee will notify FIZ Karlsruhe in writing within 30-days of the change in ownership. Regardless of notification to FIZ Karlsruhe by the Licensee, the Site will automatically become ineligible for the pricing benefits provided under this Agreement, and will be subject to a separate price assessment that covers the period beginning with the time of change in ownership.

**4. Price Assessment, Conditions and Currency.**

The price for use of STN under this Agreement is based on historical usage and an assessment of future usage as known and agreed between the Parties at the time of the assessment. If assessed parameters change during the term of this Agreement leading to a significant increase of usage, the Licensee is obliged to inform FIZ Karlsruhe immediately. Such parameters include, but are not limited to, the intention to transfer usage from other commercial vendors or products, the addition of Sites, mergers & acquisitions. A possible re-assessment of the price should be carried out in good faith.

**5. Included Files and Features.**

This Agreement covers the use of all STN Files and Features subject to availability, except for those excluded in Paragraph 6. Any new Files and/or Features added to STN during the term of this Agreement will be covered by this Agreement, with exceptions at the discretion of FIZ Karlsruhe.

**6. Excluded Files and Features.**

The following Files and Features are not covered by the Agreement and will be billed separately to the Licensee:

Science IP Labor Charges	FIZ AutoDoc
Single Article Sales	FIZ Karlsruhe Search Service Labor Charges
Derwent Markush Resource	PatentPak™

**7. Payment.**

The Licensee will pay all invoices according to the STN invoice terms as specified in the general STN Terms and Conditions and payment must be made via bank transfer.

The Licensee shall be responsible for any applicable taxes under this Agreement.

The Licensee may not change the type of currency payment during the term of this Agreement.

**8. Key Contact.**

The Licensee agrees to provide FIZ Karlsruhe with the name, address, and telephone and telefax numbers, and email address for a primary contact, and to notify FIZ Karlsruhe of any changes in this information during the term of this Agreement.

**9. Use of Data.**

Inclusion of All Files in the STN Global Value Pricing Agreement is designed for existing STN Users and/or new users, and encourages Users to make full use of STN. The Agreement includes reasonable training and addition of new searchers as well.

All use of data including archiving and redistributing search results from Files on STN under this Agreement is either governed by the CAS Information Use Policies, the STN Information Keep & Share Program, the Clarivate Analytics (UK) Limited Databases Terms of Agreement, or other database specific terms and conditions depending on the database used ([https://www.stn-international.org/stnterms\\_overview.html](https://www.stn-international.org/stnterms_overview.html)).

All aforementioned usage restrictions and guidelines are part of this Agreement and the Licensee accepts these usage terms. Usage restrictions and guidelines concerning use of databases are subject to change by the database content provider and are published online.

**10. Exclusive Use by Contractors and Search Services.**

Licensee may provide access to STN under this Agreement to a Contractor/Search Service for searching purposes contingent upon the following:

- a) All searching on STN shall be for the exclusive benefit of the Licensee;
- b) Licensee agrees to assume all legal and financial responsibility for the Contractor/Search Service's use and searching of the Files;
- c) Licensee will request a unique login ID from FIZ Karlsruhe for a Contractor/Search Service and provide FIZ Karlsruhe with the name of such Contractor/Search Service;
- d) FIZ Karlsruhe reserves the right to review and reject any Contractor/Search Service for good cause;
- e) Each Contractor/Search Service will be provided with a unique STN login ID by the Licensee to be used by the Contractor/Search Service (Licensee will notify FIZ Karlsruhe when a specific STN login ID is no longer needed for the Contractor/Search Service);

- f) Licensee will monitor usage by each Contractor/Search Service to ensure Contractor/Search Service is in compliance with the terms of this Agreement; and
- g) Any use by the Contractor/Search Service that is found to be in violation of the Agreement terms will be deemed to be outside of this Agreement and will be separately invoiced to the Licensee. FIZ Karlsruhe reserves the right to claim damages.

**11. Cooperation of Parties.**

FIZ Karlsruhe will monitor usage by counting search, display, and download activities performed under this Agreement. In the event of any extraordinary usage, the Licensee agrees to provide assistance in identifying the individual(s) causing such extraordinary usage, and if necessary, cooperate with FIZ Karlsruhe to reach a mutually agreeable solution.

**12. Confidentiality.**

Each party will keep the terms of this Agreement confidential, with the exception that it may confer with legal counsel or other legal advisor on its terms and except as required by law in the reasonable opinion of each party's respective legal counsel. The Licensee accepts liability for the compliance of its included subsidiaries with this provision.

**13. Non-Assignment.**

This Agreement may not be assigned, sub-licensed or otherwise transferred to any third party.

**14. Governing Law.**

Any disagreements or conflicts resulting from this Agreement will be governed by the laws of Germany. Additionally, the validity, construction and performance of this Agreement and the legal relations between the parties to this Agreement will be governed by and construed in accordance with the laws of Germany.

**15. Notice Addresses.**

Licensee as specified  
on page 1, invoicing details

FIZ Karlsruhe – Leibniz-Institut  
für Informationsinfrastruktur GmbH  
STN Europe  
Hermann-von-Helmholtz-Platz 1  
76344 Eggenstein-Leopoldshafen  
Germany  
Phone: +49 7247 808 555  
Telefax No: +49 7247 808 131  
E-Mail: helpdesk@FIZ-Karlsruhe.de

**16. Entire Agreement.**

This Agreement and the applicable individual agreements that the Licensee has entered into with FIZ Karlsruhe or CAS related to STN, are the entire understanding between the parties concerning the subject matter hereof, and supersede all prior representations and agreements, oral or written, related to purpose of this Agreement (section 1), and may not be modified unless in writing signed by authorized individuals of both parties. A fully executed copy of this Agreement shall have the same legal effect as an original.

Any conflict between the terms of this Agreement and the terms of any such applicable individual agreements presently in place upon the signing of this Agreement for the included Files will be resolved in favor of this Agreement. All other terms and conditions of the applicable agreements presently in place for included Files will remain in place, even upon the expiration or termination of this Agreement, unless otherwise terminated pursuant to the terms of any of the individual agreements.

- 17. Impossibility of Performance.**  
To the extent that either party may be precluded by a force majeure event, authority of laws, strikes, lockouts, casualties or other causes beyond its control from performance hereunder, such non-performance will be excused to the extent that it results from such causes and will not give rise to any claims for damages by the other party.
- 18. Authority.**  
The representative of the Licensee signing this Agreement represents that he or she has the full and complete authority to bind the Licensee and all its included subsidiaries to the terms of this Agreement.
- 19. Third Party Beneficiary.**  
The Licensee acknowledges that STN is a service operated by FIZ Karlsruhe and The American Chemical Society through its Chemical Abstracts Service division (“CAS”). The Licensee further acknowledges that CAS is entitled to all rights of a third party beneficiary under this Agreement, including, but not limited to, enforcing the terms and conditions provided, and benefiting from the remedies provided herein.

**Attachment 1**

**THE LICENSEE Sites**

The Licensee agrees and warrants that all eligible Sites listed below are greater than 50% owned by the Licensee. During the term of this Agreement, additional Sites will be included under this Agreement provided that such sites are greater than 50% owned by the Licensee as of the effective date of this Agreement. Additional Sites may require the payment of additional License Fees.

**COMPANY**

INDUSTRIAL PROPERTY OFFICE OF CZECH REPUBLIC

**CITY**

PRAGUE

**COUNTRY**

CZECH REPUBLIC