

# STANDARD LICENSE AGREEMENT

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[Note: Information that will often vary from case to case is in *italics*.]

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and

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- 7.11. **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 Participating Institution shall immediately notify the Distributor or the Publisher, and the Distributor shall ensure that the Publisher will promptly use best efforts to restore access to the Licensed Materials as soon as possible. In the event that the non-conformity materially affects the Participating Institutions' or Authorized Users' use of the Licensed Materials, and the Publisher fails to remedy the non-conformity within five (5) business days, the Distributor shall reimburse the Licensee for such problems in an amount that is proportional to the Fee.
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- 7.15. **Confidentiality of Personally Identifiable Information.** The Distributor agrees and shall ensure that no personally identifiable information, including but not limited to log-ins recorded in system logs, IP addresses of patrons accessing the system, saved searches, any identification data, usernames and passwords, will be shared with third parties, except in cases required by the applicable law. If the Distributor or the Publisher is compelled by law or court order to disclose personally identifiable information of 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, Participating Institution or 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 is compromised.
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- 7.18. **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 the current versions of the browsers and the technical specifications the Publisher supports.<sup>1</sup>
- 7.19. **Branding.** If commercially possible, the Distributor will allow and shall make reasonable efforts to ensure that the Publisher will allow the Licensee and the Participating Institutions to brand the Publisher's platform with the name of the Licensee and/or Participating Institutions Sites at the Licensee's discretion.

## 8. Licensee Performance Obligations

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

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



8.4. The Licensee shall use all reasonable efforts to ensure that Participating Institutions will comply with the terms of this Agreement and will use the Licensed Materials in accordance with the license terms set out in this Agreement and will observe proper fulfilment of requirements set out in this Agreement. The Licensee shall use all reasonable efforts to ensure that the Participating Institutions will ensure that the Authorized Users only use the Licensed Materials in accordance with the license terms set out in this Agreement.

## 9. Term

9.1. This Agreement shall become valid on the date of its execution by both of the Parties. This Agreement shall take effect on the date of its publication in the Czech Register of Contracts ("**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.

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.

*Note: In case the Effective Date of this Agreement falls after 1 January 2021, the Availability of Licensed Materials must be amended accordingly.*

## 10. Renewal

10.1. This Agreement shall be renewable at the end of the current term for a successive one (1)-year term unless either Party gives written notice of its intention to cancel this Agreement no less than ninety (90) days prior to the end of the current term.

## 11. Termination

11.1. **Early Termination for Financial Hardship.** The Licensee may terminate this Agreement without penalty as of 31 December 2021 if sufficient content acquisitions funds are not allocated to enable the Licensee and/or Participating Institutions, in the exercise of its reasonable administrative discretion, to continue this Agreement. In the event of such financial circumstances, the Licensee will notify the Distributor of the intent to terminate the Agreement at least 30 days before the end of the respective Subscription Period. The Agreement shall terminate on the last day of the respective Subscription Period

without penalty of expense to the Licensee of any kind whatsoever, except as to the portions of payments herein agreed for which funds shall have been appropriated and budgeted or otherwise available.

11.2. **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 with a written notice to immediately and without judicial or administrative resolution partially terminate the Agreement with respect to a certain Participating Institution if the Material Breach arose due to this particular Participating Institution, or terminate the Agreement entirely if the Licensee has materially breached the terms and conditions hereof. Termination of this Agreement is effective immediately by the date of delivery of such a notice. The obligation of the Parties to also remedy any other breach shall not be affected by this provision.

11.3. **Termination of Access.** Upon termination of this Agreement, the Distributor or Publisher may terminate access to the Licensed Materials by the Licensee, Participating Institutions and Authorized users. Upon termination of this Agreement for any reason, all rights granted to the Licensee, Participating Institutions and Authorized users hereunder will cease, and the Licensee and the Participating Institutions will perform necessary reasonable efforts to promptly

- a) purge the Licensed Materials from all of the Licensee's and the Participating Institution's computer systems, storage media and other files,
- b) destroy the Licensed Materials and all copies thereof.

11.4. **Refunds.** In the event of early termination pursuant to this Agreement, except for termination for a material breach by the Licensee pursuant to Section 11.2, the Licensee shall be entitled to a refund of any Fee or pro-rata portion thereof paid by the Licensee for any non-used remaining period of the Agreement calculated from the date of termination.

## 12. left blank

## 13. Warranties

13.1. The Distributor represents and warrants that it has, together with the Publisher, all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials to the Licensee for the purposes and terms set out in this

Agreement, and that the use of the Licensed Materials in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party. The Distributor represents and warrants that it is authorized together with the Publisher to fulfill any and all of its obligations set out in this Agreement and that its contractual or other relationship with the Publisher allows it to fulfill these obligations.

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

13.3. THE LICENSED MATERIALS CONTAIN OR ARE BASED UPON CONTENT THAT IS AN UPDATED PERIODIC REFERENCE. THE DISTRIBUTOR, THE PUBLISHER AND ITS LICENSORS RECEIVE DATA AND INFORMATION FROM MANY INDEPENDENT SOURCES, INCLUDING DRUG MANUFACTURERS AND GOVERNMENT AGENCIES. THE DISTRIBUTOR, THE PUBLISHER AND ITS LICENSORS CANNOT, AND DO NOT, INDEPENDENTLY REVIEW, VERIFY, TEST, INVESTIGATE OR SUBSTANTIATE ANY OF THE LICENSED MATERIALS DESCRIPTIONS OR OTHER CONTENT IN THE LICENSED MATERIALS FOR CORRECTNESS, ACCURACY, TIMELINESS OR COMPLETENESS, INCLUDING WITH RESPECT TO ANY LICENSED MATERIALS DESCRIPTIONS, PRICES, OR INFORMATION CONCERNING MEDICAL DEVICES, AND DISCLAIM ALL RESPONSIBILITY FOR ANY ERRORS THEREIN AND FOR ANY ADVERSE CONSEQUENCES RESULTING THEREFROM. IN ADDITION, THE LICENSED MATERIALS MAY NOT NECESSARILY COVER ALL POSSIBLE USES, DIAGNOSES, TREATMENT OPTIONS, DIRECTIONS, PRECAUTIONS, DRUG INTERACTIONS, DOSAGE LIMITATIONS, LOCAL PRACTICES, OR ADVERSE EFFECTS APPLICABLE TO A PARTICULAR DRUG OR TREATMENT OR A PARTICULAR PATIENT. ALTHOUGH THE LICENSED MATERIALS MAY COVER A WIDE RANGE OF PRESCRIPTION AND NON-PRESCRIPTION DRUGS, THE LICENSED MATERIALS DO NOT INCLUDE ALL DRUGS, VACCINES, DEVICES, AND DIAGNOSTIC AGENTS. ACCORDINGLY, AND WITHOUT LIMITING THE FOREGOING, THE ABSENCE OF A WARNING FOR A GIVEN DRUG OR DRUG COMBINATION IS NOT AN INDICATION THAT THE DRUG, DOSAGE, OR DRUG COMBINATION IS SAFE, APPROPRIATE, OR EFFECTIVE FOR ANY PARTICULAR PATIENT. MOREOVER, THE LICENSED MATERIALS THAT MAY BE PROVIDED TO THE LICENSEE, PARTICIPATING INSTITUTIONS AND AUTHORIZED USERS MAY PROVIDE USEFUL INFORMATION ABOUT MEDICATIONS, BUT THE LICENSED MATERIALS ARE LIMITED AND MAY BE CONFUSING TO CERTAIN PATIENTS WHEN NOT INTERPRETED BY A HEALTHCARE PROFESSIONAL. THE LICENSED MATERIALS ARE NOT INTENDED TO BE RELIED THEREON AS ON A SUBSTITUTE FOR THE KNOWLEDGE, EXPERTISE,

<sup>2</sup> <http://www.w3.org/WAI/guid-tech.html>

SKILL, VERBAL COUNSELING, PHYSICAL DEMONSTRATION OF AN ADMINISTRATION TECHNIQUE, OR JUDGMENT OF PHARMACISTS, PHYSICIANS, OR OTHER HEALTHCARE PROFESSIONALS IN PATIENT CARE.

- 13.4. THE DISTRIBUTOR, THE PUBLISHER AND ITS LICENSORS AND THEIR AFFILIATES MAKE AND THE LICENSEE, PARTICIPATING INSTITUTIONS AND AUTHORIZED USERS RECEIVE NO WARRANTY, CONDITION, OR REPRESENTATION WITH RESPECT TO THE LICENSED MATERIALS, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY THE DISTRIBUTOR, THE PUBLISHER AND ITS LICENSORS, OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF COMPREHENSIVENESS, SATISFACTORY QUALITY, SUITABILITY, AVAILABILITY, PERFORMANCE, COMPATIBILITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT).
- 13.5. THE DISTRIBUTOR, THE PUBLISHER AND ITS LICENSORS MAKE NO WARRANTY THAT THE LICENSED MATERIALS SATISFY GOVERNMENT REGULATIONS REQUIRING DISCLOSURE ABOUT PRESCRIPTION DRUG CONTENT OR THAT ANY CODES, PRICES, OR OTHER DATA CONTAINED IN THE LICENSED MATERIALS ARE ACCURATE, IT BEING UNDERSTOOD THAT THE INFORMATION REFLECTING PRICES IS NOT QUOTATION OR AN OFFER TO SELL OR PURCHASE AND DOES NOT NECESSARILY REPRESENT THE ACTUAL PRICES CHARGED OR PAID IN A SINGLE TRANSACTION OR GROUP OF TRANSACTIONS. NO EMPLOYEE, CONSULTANT, REPRESENTATIVE OR AGENT OF THE DISTRIBUTOR, THE PUBLISHER OR ITS LICENSORS IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS THE WARRANTIES AND LIMITATIONS CONTAINED IN THIS AGREEMENT.
- 13.6. THE DISTRIBUTOR, THE PUBLISHER AND ITS LICENSORS DO NOT ASSUME, AND EXPRESSLY DISCLAIM, ANY OBLIGATION TO OBTAIN AND INCLUDE ANY INFORMATION OTHER THAN THAT PROVIDED IN THE LICENSED MATERIALS. BY MAKING THE LICENSED MATERIALS AVAILABLE, THE DISTRIBUTOR, THE PUBLISHER AND ITS LICENSORS ARE NOT ENDORSING OR ADVOCATING THE USE OF ANY CONTENT OR INFORMATION DESCRIBED IN THE LICENSED MATERIALS, NOR ARE THEY RESPONSIBLE FOR MISUSE OF LICENSED MATERIALS DUE TO, OR OTHER CONSEQUENCE OF, ANY TYPOGRAPHICAL ERROR OR OTHER INACCURACY. ADDITIONAL INFORMATION ON ANY LICENSED MATERIALS MAY BE OBTAINED FROM THE MANUFACTURER. THE DISTRIBUTOR, THE PUBLISHER AND ITS LICENSORS DO NOT WARRANT THAT THE LICENSED MATERIALS (OR ANY SERVICES) WILL MEET THE LICENSEE'S, PARTICIPATING INSTITUTION'S OR AUTHORIZED USER'S REQUIREMENTS OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. FURTHERMORE, THE DISTRIBUTOR, THE PUBLISHER AND ITS LICENSORS DO NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE LICENSED MATERIALS. LICENSED MATERIALS MAY BE PROVIDED WITH THIRD PARTY PLUG-INS OR OTHER THIRD PARTY SOFTWARE, OR MAY BE PROVIDED AS A PLUG-IN FOR, OR OTHERWISE IN ASSOCIATION WITH, THIRD PARTY SOFTWARE. USE OF ANY SUCH THIRD PARTY SOFTWARE WILL BE GOVERNED BY THE APPLICABLE LICENSE AGREEMENT, IF ANY, WITH SUCH THIRD PARTY. THE DISTRIBUTOR, THE PUBLISHER AND ITS LICENSORS ARE NOT RESPONSIBLE FOR

ANY THIRD PARTY SOFTWARE AND WILL HAVE NO LIABILITY OF ANY KIND FOR THE LICENSEE'S, PARTICIPATING INSTITUTION'S OR AUTHORIZED USERS' USE OF SUCH SOFTWARE AND MAKE NO WARRANTIES WITH RESPECT THERETO.

- 13.7. THE LICENSEE ACKNOWLEDGES THAT ACCESS TO THE LICENSED MATERIALS MAY BE SUBJECT TO DELAYS, LATENCY ISSUES, AND LIMITATIONS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND THAT THE DISTRIBUTOR, THE PUBLISHER AND ITS LICENSORS ARE NOT RESPONSIBLE FOR ANY OF THE FOREGOING ISSUES. AT TIMES, ACTIONS OR INACTIONS BY THIRD PARTIES PROVIDING INTERNET SERVICE, INCLUDING HOSTING COMPANIES ENGAGED BY THE DISTRIBUTOR, THE PUBLISHER AND ITS LICENSORS, MAY AFFECT IMPAIR OR DISRUPT INTERNET CONNECTIONS AND THE SITE ON WHICH THE LICENSED MATERIALS MAY BE MADE AVAILABLE. THE DISTRIBUTOR, THE PUBLISHER AND ITS LICENSORS DO NOT GUARANTY THAT SUCH EVENTS WILL NOT OCCUR AND DISCLAIM ANY AND ALL LIABILITY RESULTING FROM SUCH EVENTS, USE OF OR ACCESS TO THE LICENSED MATERIALS OR THAT USE OF THE LICENSED MATERIALS WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS ONCE THE LICENSED MATERIALS LEAVE THE CONTROL OF THE DISTRIBUTOR, THE PUBLISHER AND ITS LICENSORS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY, AND THE LICENSEE AND PARTICIPATING INSTITUTIONS MAY HAVE OTHER LEGAL RIGHTS RELATED TO THIS AGREEMENT THAT MAY VARY BY JURISDICTION.

## 14. Limitations on Warranties

- 14.1. Notwithstanding anything else in this Agreement, neither Party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, that arises from the use of the Licensed Materials, or the incompetence of Authorized Users to properly use the Licensed Materials.
- 14.2. The Distributor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.
- 14.3. Except for the express warranties stated elsewhere in this Agreement, the Distributor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability, or fitness for a particular purpose.

## 15. Indemnities



- 15.1. The Distributor shall indemnify and hold harmless the Licensee, the Participating Institutions and Authorized Users from and against any and all liabilities, losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from actual or alleged infringement of any third-party intellectual property rights regarding the use of the Licensed Materials by the Licensee or any Participating Institution or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. This Section shall survive the termination of this Agreement.
- 15.2. **Indemnity.** If an action is brought against Licensee or Participating Institutions claiming that the Licensed Materials infringe a copyright or misappropriate a trade secret ("Infringement Claim"), either the Distributor or the Publisher will defend the Licensee at their own expense and, subject to this Section and Section 1.5, pay the damages and costs finally awarded against the Licensee / Participating institution in the infringement action, but only if:
- a) The Licensee notifies the Distributor or the Publisher promptly upon learning that the claim might be asserted,
  - b) The Distributor or the Publisher or its designee has sole control over the defense of the claim and any negotiation for its settlement or compromise, and
  - c) The Licensee provides the Distributor, the Publisher and its designees with reasonable assistance, information and authority necessary to perform its defense and indemnification obligations.
- 15.3. **Infringement Remedy.** If an Infringement Claim may have, or has, been asserted, the Licensee and the Participating Institutions will permit the Distributor or the Publisher, at their option and expense, to
- a) procure the right to continue using the Licensed Materials,
  - b) replace or modify the Licensed Materials to eliminate the infringement while providing functionally equivalent performance, or
  - c) accept the return of the Licensed Materials and refund the Licensee the Fee actually paid to the Distributor for such Licensed Materials, less depreciation based on a five (5) year straight line depreciation schedule.
- 15.4. **Limitation.** The Distributor or the Publisher will have no indemnity obligation to the Licensee under this Section if the Infringement Claim results from:
- a) a correction or modification of the Licensed Materials not provided by the Publisher,
  - b) the failure to promptly install the most recent Update of the mobile application, if installation of such Update would have avoided the infringement, or
  - c) the combination of the Licensed Materials with other items not provided by the Publisher, but only if the claim would not have arisen from use of the Licensed Materials alone.

The Distributor and the Publisher acknowledge that this Section states its exclusive remedy and the Distributor, the Publisher and its licensors' sole liability, in connection with any Infringement Claim or claim of misappropriation, unless the



indemnity does not cover all damages incurred to the Licensee or the Participating Institutions or the Authorized Users.

- 15.5. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES WILL THE DISTRIBUTOR, THE PUBLISHER, ITS LICENSORS OR RELATED PERSONS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF THE LICENSEE, PARTICIPATING INSTITUTIONS OR ITS CUSTOMERS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, OR USE OF THE LICENSED MATERIALS, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY OR REMEDY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH THE DISTRIBUTOR, THE PUBLISHER, ITS LICENSORS, AND RELATED PERSONS MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO THE DISTRIBUTOR BY THE LICENSEE FOR THE SPECIFIC ITEM (Licensed Material) THAT DIRECTLY CAUSED THE DAMAGE.

## 16. Assignment and Transfer

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

## 17. Governing Law

Left intentionally blank.

## 18. Dispute Resolution & Venue

- 18.1. 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 which are not subject to or affected by the 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 to responsible executives of the Parties, who shall act in good faith to resolve the dispute.

- 18.2. 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 the 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 which are not subject to or affected by the dispute.

## 19. Force Majeure

- 19.1. Neither Party shall be liable for any damage or have the right to terminate this Agreement for any delay or default in performing its duties hereunder if such delay or default is caused by conditions beyond its control including but not limited to acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, acts of terrorism, insurrections, labor strikes or other work stoppages, and/or any other cause beyond the reasonable control of the Party whose performance is affected. Upon the occurrence of such event of force majeure, the Party affected shall promptly notify the other Party in writing setting forth the details of the occurrence of the force majeure event, its expected duration and how that Party's performance may be affected. The affected Party shall resume the performance of its duties as soon as practicable after the force majeure event ceases.

## 20. Entire Agreement

- 20.1. 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 7.5 shall not modify the terms of this Agreement.

## 21. Amendment

- 21.1. 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.
- 21.2. 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 Annex 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 Annex B.

## 22. Severability

- 22.1. 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.

## 23. Waiver of Contractual Right

- 23.1. 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.


## 24. Notices

- 24.1. 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 or fax.
- 24.2. Notices regarding the extent and manner of performance under this Agreement, 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 deemed delivered on the fifth (5th) business day following their proven posting.
- 24.3. The Licensee acknowledges that the provisions of this Agreement are intended to inure to the benefit of the Publisher. If the Licensee, Participating Institutions or Authorised Users breach any of these provisions, the Distributor and the Publisher will be entitled to enforce this Agreement directly against the

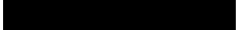
Licensee, whether in Distributor's or Publisher's name. The Licensee further acknowledges that the Distributor executes this Agreement as principal on its own behalf and, exclusively to accept or otherwise perfect Publisher's rights against the Licensee, as agent on behalf of the Publisher. The Distributor shall have the right, without violating any confidentiality provision or any other provision of this Agreement, to disclose this Agreement to the Publisher or its affiliates.

24.4. Either Party may from time to time change its delivery address by written Notice to the other Party. Such change is effective from the delivery of such Notice.

24.5. If to the Distributor:

Distributor: Albertina icome Praha s.r.o.  
Address of Distributor: Štěpánská 16  
City of Distributor: Praha 1  
State of Distributor:  
Country of Distributor: Czech Republic  
Postal Code of Distributor: 110 00  
E-mail: 

24.6. If to the Licensee:

Licensing contact:  
Address of Licensee: Head of Licensing Unit  
CzechELib  
National Library of Technology  
Technická 6, 160 80 Praha 6 - Dejvice  
Czech Republic  
E-mail: 

## 25. Audit Rights

25.1. The Distributor acknowledges that the Licensee can be audited by a respective authority and that the conditions regulating the financing of the Licensee require that the Licensee ensure the necessary cooperation of the Distributor or the Publisher in order to conduct a proper audit of the Licensee. For this purpose, the Distributor is obliged to provide, as well as ensure that the Publisher will also provide, all the necessary cooperation, information, declaration and documents concerning the Licensee to any auditing/controlling body authorized to carry out an audit of the Licensee in compliance with the rules and regulations of the Czech Republic and mandatory rules of the European Union regarding financial control, especially regarding the grants. The Distributor shall also cooperate, as well as ensure that the Publisher will also cooperate, with persons authorized to execute the audit of the Licensee by such auditing bodies. The Distributor and Publisher shall not be entitled to any remuneration, compensation or any other benefit for providing cooperation as described above. This cooperation can include, but shall not be limited to:

- a) providing confirmation when the Licensed Materials became accessible as stipulated;
  - b) providing information regarding the fulfillment of the payment terms stipulated in this Agreement or information with respect to a potential outstanding Fee due by the Licensee;
  - c) providing information whether the public procurement procedure occurred as recorded in the protocol drawn up by the Licensee;
  - d) providing cooperation for the purposes of a potential crime investigation.
- 25.2. Failure to provide cooperation as described in Section 25. a causing that an effective audit could not be realized shall be deemed a serious breach of this Agreement, and the Licensee may seek to terminate this Agreement for breach pursuant to Section 11. The Distributor is obliged to fully compensate any damage that should arise as a result of failure to perform the duty to cooperate described in Section 25.a. Duties described in Section 25 shall survive the termination of this Agreement.
- 25.3. The Licensee agrees that the Distributor and the Publisher may audit Participating Institution's use of the Licensed Materials for compliance with these terms at any time, upon reasonable notice and as long as such audit would not constitute or result in any breach of the law by the Participating Institutions. In the event that such audit reveals any use of the Licensed Materials by the Licensee and Participating Institutions other than in full compliance with the terms of the Agreement, the Licensee shall reimburse the Distributor for all reasonable expenses related to such audit in addition to any other liabilities the Licensee may incur as a result of such non-compliance.

## 26. Execution

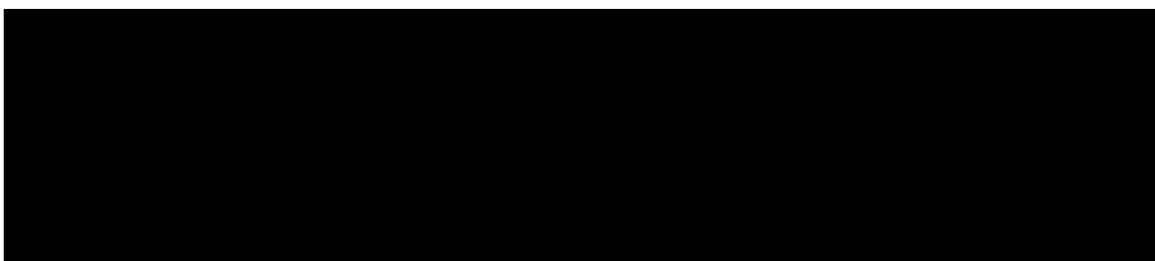
- 26.1. The Agreement itself shall be signed by the authorized signatory of the Distributor.
- 26.2. This Agreement is drawn up in three counterparts in the English language, each of which has the power of an original. The Distributor shall receive one (1) counterpart and the Licensee shall receive two (2) counterparts.
- 26.3. The Parties agree that electronically signed versions of this originally executed Agreement are acceptable in lieu of printed signed copies and are to be given full force and effect under the law and each party declares that the electronic execution is valid and effective in the jurisdiction the Party executes the Agreement.





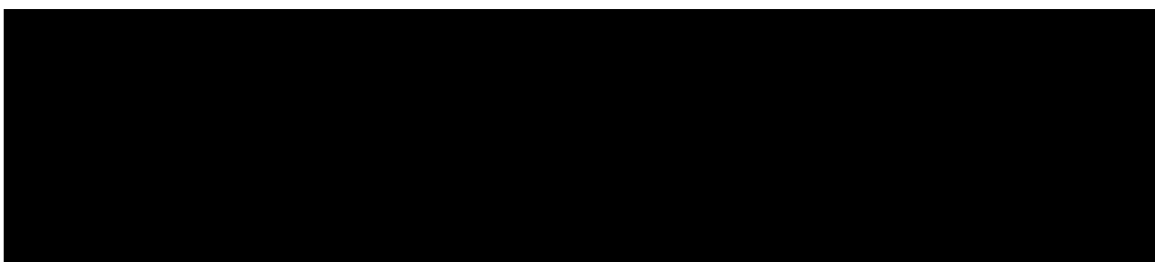
IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective, duly authorized representatives.

**DISTRIBUTOR:**



executive  
Albertina icome Praha s.r.o.  
Štěpánská 16  
110 00 Praha 1  
Czech Republic

**LICENSEE:**



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



- **Appendix A: Business Terms**

**Licensed Materials:**

- Name UpToDate Anywhere
- Number of titles, if applicable .....
- Dates covered, if applicable .....
- Description an evidence-based clinical resource. It includes a collection of medical and patient information, access to Lexi-comp drug monographs and drug-to-drug interactions, and a number of medical calculators. UpToDate is written by over 7,100 physician authors, editors, and peer reviewers.

**Agreement Term:** Effective Date - 31 December 2021 + optional 1 January 2022 - 31 December 2022

**Access Conditions:** Unlimited simultaneous user system-wide access

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

**Fees and Negotiated Discounts:**

- Total Fee 2021-2022: \$139 489,00
- License Fee / year:
  - 2021: \$65 632,00
  - 2022: \$73 857,00
- Ongoing Fees, e.g. access fee, if any; indicate any waived fees
- One-time Fees; indicated any waived fees

**Payment Terms:**

1. The Fee shall be paid to the Distributor's bank account no.: [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 price for the Licensed Materials shall be paid annually for each commenced calendar year of the duration of the Agreement in the amount set forth therein. The Parties expressly state that the price for the year 2021 shall be paid in the whole amount, regardless of the beginning of the Agreements' effectiveness.
3. All the prices under this Agreement are set forth as final, unchangeable and the maximum allowable.
4. The price for each commenced calendar year of the duration of the Agreement shall be paid in two (2) partial payments within one invoice with the following maturity:
  - Max 50% on 20 February of the given year for which the Licensed Materials are paid (maturity of the first partial payment);
  - Max 50% on 30 April 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 part payment, i.e. by 5 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 part payment, i.e. in the term beginning from 5 February to 15 April of the given year, the due date of the first part payment shall be within fifteen (15) days from the date of the provable invoice delivery. The maturity of the second part payment remains unaffected;
  - If the invoice is delivered later, the due date of both part payments shall be within fifteen (15) days of the provable invoice delivery date.
5. The invoice shall be issued in the currency specified in the Agreement. In the event that there are multiple currencies specified in the 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](http://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 [licensing@czechelib.cz](mailto:licensing@czechelib.cz). The invoice shall include a summary of all the Licensed Materials pursuant to the Agreement. The invoice shall also be labeled "IPS CzechELib, reg. č. CZ.02.1.01/0.0/0.0/16\_040/0003542". 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 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 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 he fulfills all the conditions set forth in the Section 109 of the VAT Act, i.e. that he 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, he 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, the Distributor expressly agrees that the VAT from the price under this Agreement shall be paid directly to the tax administrator's account in accordance with the applicable legislation.

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



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

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

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

#### PARTICIPATING INSTITUTIONS

Institution - English name	Price 2021	Price 2021
Centre of Cardiovascular and Transplantation Surgery		
Institute for Clinical and Experimental Medicine		
Institute of hematology and blood transfusion		
Masaryk Memorial Cancer Institute		
<b>Total</b>	<b>\$ 65 632,00</b>	<b>\$ 73 857,00</b>
<b>Total without VAT for both years</b>	<b>\$ 139 489,00</b>	

#### POTENTIAL PARTICIPATING INSTITUTIONS

Potential Participating (English)	Potential Participating (Czech)
Czech University of Life Sciences	Česká zemědělská univerzita v Praze
St. Anne's University Hospital Brno	Fakultní nemocnice u sv. Anny v Brně
University of South Bohemia in České Budějovice	Jihočeská univerzita v Českých Budějovicích
Masaryk University	Masarykova univerzita
Mendel University in Brno	Mendelova univerzita v Brně
University of Ostrava	Ostravská univerzita
University of Pardubice	Univerzita Pardubice
University of Veterinary and Pharmaceutical Sciences Brno	Veterinární a farmaceutická univerzita Brno
University of Economics, Prague	Vysoká škola ekonomická v Praze

Institute of Mathematics of the Czech Academy of Sciences	Matematický ústav AV ČR, v. v. i.
Institute of Computer Science of the CAS, v. v. i.	Ústav informatiky AV ČR, v.v.i.
Charles University	Univerzita Karlova
ŠKODA AUTO UNIVERSITY	ŠKODA AUTO VYSOKÁ ŠKOLA o.p.s.
Technical University of Liberec	Technická univerzita v Liberci
Institute of Information Theory and Automation	Ústav teorie informace a automatizace AV ČR, v.v.i.
Brno University of Technology	Vysoké učení technické v Brně
National Library of Technology	Národní technická knihovna
Tomas Bata University in Zlín	Univerzita Tomáše Bati ve Zlíně
Institute of Macromolecular Chemistry, Czech Academy of Sciences	Ústav makromolekulární chemie AV ČR, v. v. i.
University of Chemistry and Technology, Prague	Vysoká škola chemicko-technologická v Praze
University of West Bohemia	Západočeská univerzita v Plzni
Comenius National Pedagogical Museum and Library	Národní pedagogické muzeum a knihovna J. A. Komenského
Czech Technical University in Prague	České vysoké učení technické v Praze
Library of the Czech Academy of Sciences	Knihovna AV ČR, v. v. i.
Silesian University in Opava	Slezská univerzita v Opavě
Palacky University Olomouc	Univerzita Palackého v Olomouci
Police Academy of the Czech Republic in Prague	Policejní akademie České republiky v Praze
J. Heyrovský Institute of Physical Chemistry ASCR, v. v. i.	Ústav fyzikální chemie J. Heyrovského AV ČR, v.v.i.
Academy of Performing Arts in Prague	Akademie múzických umění v Praze
University of Hradec Kralove	Univerzita Hradec Králové
VŠB - Technical University of Ostrava	Vysoká škola báňská - Technická univerzita Ostrava
Museum of West Bohemia	Západočeské muzeum v Plzni





- Appendix C: IP Addresses of Participating Institutions

Institution (English)	Institution (Czech)	IP ranges
Centre of Cardiovascular and Transplantation Surgery	Centrum kardiovaskulární a transplantační chirurgie Brno	195.113.192.101 195.113.192.98
Institute for Clinical and Experimental Medicine	Institut klinické a experimentální medicíny	195.113.187.93 212.67.92.35
Masaryk Memorial Cancer Institute	Masarykův onkologický ústav	195.113.164.0/25 046.227.012.018
Institute of Hematology and Blood Transfusion	Ústav hematologie a krevní transfuze	195.113.86.170

