



Univerzita Karlova	6479
	Odbor PO
Číslo: Listů: 4 Příloh: 0 Druh: písemné	Zprac.
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No. 1-20131457634

Complete **Anatomy**

from **ELSEVIER**

This Institutional License Agreement (“**Agreement**”) is entered into on the 27 July 2021 by and between Elsevier B.V., Radarweg 29, 1043 NX Amsterdam and Univerzita Karlova Lekarska fakulta v Plzni, Plzen, Czech Republic (“**Customer**”) (each a Party and jointly referred to as the “Parties”).

1. Purpose of the Agreement

Subject to the terms and conditions of this Agreement, the Customer wishes to roll out the Company’s Complete Anatomy (“**Software**”) for use by faculty and students and the Company wishes to facilitate same by providing a Solution to the Customer allowing it to do so.

2. Definitions

- (a) “**Access Grant**” means type of access to the Software paid by the Customer for its End Users for the Term.
- (b) “**App Stores**” means any platform from which the End User can download the Software.
- (c) “**Code Deployment**” means deployment whereby the Customer indicates how many End Users will be using the Software and the Company generates either: (a) one Customer-specific code; or (b) the appropriate number of individual codes, and provides same to the Customer for the Customer to issue to the End Users as it sees fit.
- (d) “**Content**” means Videos, Animations, Recordings, Screens, Lectures or Quizzes or anything created by the Customer on the platform;
- (e) “**Email Address Manual Deployment**” means deployment whereby the Customer provides a list of the names and email addresses to the Company and the Company creates accounts for each of the End Users as per the information provided by the Customer.
- (f) “**End User**” means any member of the Customer’s faculty for whom a relevant License has been provided by the Customer under this Agreement (“**Faculty**”) and any member of the Customer’s student body for whom a relevant License has been provided by the Customer under this Agreement (“**Students**”).
- (g) “**Intellectual Property Rights**” means patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill, rights in designs, database rights, know-how and trade secrets, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.



- (h) **“IP Range Deployment”** means deployment whereby the Customer provides its approved IP range to the Company and the Company facilitates the deployment of an unlimited number of appropriate Licenses to the End Users upon the End User completing the in-app registration process for the Software.
- (i) **“Solution”** means the provision of a process by which the Licenses to the Software are deployed to the End Users. This can happen in one of the following ways: (i) Code Deployment; (ii) Email Address Manual Deployment; (iii) IP Range Deployment. Solution also includes implementation and training.
- (j) **“Terms of Use”** means the Terms of Use of the Software, as made available by the Company to the End Users on the relevant App store website.

3. Solution Details:

Term	Agreement Start Date: 01 August, 2021 Agreement End Date: 31 July, 2022
License Type	Complete Anatomy Institutional Enterprise License
Deployment Type	IP range + Activation Code with email domain 195.113.(160-160).(10-10)
Access Grant	Access for 20 members of Faculty and/or shared lab devices Access for 400 Students
Fees	€11,740.00

4. Rights & Obligations

- 4.1 Subject to Section 5 below, the Company hereby grants to the Customer the non-exclusive, non-transferable, non-assignable, right to use the Solution for the Term.
- 4.2 Except for the rights expressly granted in this Agreement, the Customer shall have no further rights or interests with respect to the Solution.
- 4.3 In line with and in addition to rights granted in the Terms of Use, this Agreement permits Faculty to:



- (a) download the Software across relevant Faculty devices;
- (b) use the Software to present and teach the Students;
- (c) use the Software to make Recordings;
- (d) use the Software to create custom curricula for Students;
- (e) use the Software to push custom curricula to Students and track their progress via the Complete Anatomy Dashboard;
- (f) use the Software for teaching Students via video conferencing platforms;
- (g) use the Software to take screenshots within Complete Anatomy and use externally for institutional use in a Learning Management System, PowerPoint or similar. Such use of the Software is not permitted for commercial purposes;
- (h) access all Complete Anatomy Courses for use in materials in class or to push to Students on the platform;
- (i) access all cross-sectional anatomy and micro models;
- (j) receive any and all upgrades of the Software for the duration of the Term.

4.4 In line with and in addition to rights granted in the Terms of Use, this Agreement permits Students to:

- (a) download the Software across relevant Student devices;
- (b) receive and use any and all Recordings, custom curricula and Videos from Faculty;
- (c) access and use all Complete Anatomy Courses;
- (d) access and use all cross-sectional anatomy and micro models;
- (e) use the Software in video conferencing platforms with Faculty;
- (f) receive any and all upgrades of the Software for the duration of the Term.

5. Restrictions & Limitations

Except as expressly stated in this Agreement or otherwise permitted in this Agreement or in writing by the Company, the Customer shall not:

- intentionally impersonate or misrepresent its affiliation with any person or entity in connection with this Agreement or its access to the Solution;
- knowingly violate any reasonably applicable law or regulation that would relate to the nature of this Agreement;
- Intentionally infringe any Intellectual Property Rights of the Company; or
- encourage or enable another party to do any of the foregoing.

6. Payment

6.1 The Customer will pay to the Company the Fees as set out in Section 3 (the "Fees"). Unless otherwise stated therein, Fees are due within thirty (30) days of invoice. Late payments will be subject to interest charges of 1% per month on any unpaid balance. The Fees will be exclusive of any sales, use, value added, withholding or similar tax, and the Customer will be liable for any such taxes in addition to the Fees. In addition to other remedies provided in this Agreement, the Company reserves the right to suspend access to the Solution without incurring liability if: (i) the full amount of any Company invoice hereunder has not been paid within the agreed payment deadline; or (ii) any invoice is outstanding under previous agreements between the Parties. The suspension of the Customer's access for non-payment or on any other grounds provided herein is without prejudice to the Customer's obligation to pay its outstanding and future invoice amounts in full. The Company and the Customer acknowledge that the Fees payable under this Agreement are not in the nature of royalties and consequently no withholding tax should be applied to the Fees. The Fees will be exclusive of any sales, use, value added, withholding or similar tax and the Customer will be liable for any such taxes in addition to the Fees. Any sum to be paid by the Customer to Company under this Agreement will be paid by way of transfer to the Company's bank account in the Netherlands. The currency of account and the currency of payment for any sum to be paid by the Customer to the Company under this Agreement will be EUR (meaning the lawful currency of the European part of the Netherlands at the effective date of this Agreement),



notwithstanding any changes in Euro zone membership that might occur after the effective date of this Agreement, except in the event that (a) the Netherlands cease to be a member of the Euro zone of the European Union or (b) all participating members of the Euro zone cease to do so and the Euro ceases to exist, in which event the sum will become payable in the currency that will be officially adopted as the legal currency in the Netherlands. The Customer waives any right it may have at any time in any jurisdiction to pay any sum under this Agreement in a currency unit other than that in which it is expressed to be payable under this clause. The Customer will be charged local value added tax (VAT), based on the Customer's place of establishment, unless the Customer is a foreign relevant business person and provides to the Company its VAT Identification Number. The Customer will promptly notify the Company of any changes to its VAT Identification Number or VAT status. The Company may charge the Customer any VAT, fines, penalties, interest and other costs that The Company may incur as a result of incorrect VAT information.

- 6.2 During the term of this Agreement, and for up to one (1) year after all Fees due hereunder for use of the Solution cease to be incurred by the Customer, upon reasonable written notice to the Customer and at a time that is agreed by the parties, the Company and/or its agents or representatives may audit the Customer's compliance with this Agreement. During this time, the Customer will keep and maintain clear, accurate, and complete books and records, including, without limitation, all records relating to the Customer's compliance with this Agreement and relating to the Fees payable hereunder. In the event that any fees payable hereunder are variable based on usage or other factors, if an audit reveals an underpayment by the Customer, the Customer will promptly make any such payments, including interest and charges as provided in this Section 6, and in the event of an underpayment of five percent (5%) or more will reimburse the Company for the cost of such audit within thirty (30) days of invoice.

7. **Ownership**

- 7.1 The Customer acknowledges that all right, title and interest in and to the Software, the Solution, all copies thereof, and all modifications, changes, conversions, upgrades, additions and enhancements thereto, including all applicable rights to Company's Confidential Information, methodologies, patents, copyrights, trademarks, trade names, service marks, inventions, know-how, mask work rights, trade secrets and all other intellectual property rights inherent therein and appurtenant thereto, including all ideas, concepts, know-how, or techniques relating thereto developed during the course of this Agreement by the Company, belong to and remain exclusively with the Company or its suppliers, subject only to the limited rights and license expressly granted to the Customer herein. The Customer further acknowledges that the unauthorized redistribution of the Software by the Customer could materially and irreparably harm the Company and its suppliers.

- 7.2 Upon termination or expiration of this Agreement, the Customer shall use its best endeavours to ensure that any and all Content created during the Term of the Agreement is removed from circulation.

8. **Email Address Manual Deployment & End User Consent**

In the case of Email Address Manual Deployment, the Customer is providing the Company with a list of email addresses in order for the Company to create accounts for the End Users. The Customer hereby covenants that it has the requisite permission and consent from each End User to share such name and email address details with the Company and the Customer hereby indemnifies the Company against any and all claims that may arise in the event that such consent was not properly obtained from the End User in advance of providing same to the Company.

9. **Security of the Solution**

If the Customer becomes aware of any misuse of the Solution by its End Users, or any security breach by its End Users in connection with this Agreement that could compromise the security or



integrity of the Software, or any portion thereof, or otherwise adversely affect the Company, the Customer shall, at the Customer's expense, promptly notify the Company and fully cooperate with the Company to remedy the issue as soon as reasonably practicable. The Company may suspend the Customer's rights under this Agreement until the misuse or security breach is remedied.

10. Patient Care

The Customer acknowledges and agrees that the Company provides no medical advice in connection with the Software. The information contained in the Software may include or incorporate third party information that is not subject to evaluation by the Company.

11. Representations and Warranties

The Company warrants that use of the Software in accordance with the Terms of Use will not infringe the proprietary or intellectual property rights of any third party. In the event the Software is determined to be subject to the proprietary or intellectual property rights of any third party, the Company agrees, at its option, to either: (i) procure for the Customer's End Users the right to continue using the Software; (ii) replace or modify the Software to be non-infringing; or (iii) discontinue and terminate this Agreement upon written notice to the Customer and refund to the Customer a prorated portion of the Fees paid hereunder for the length of time that the Customer's End Users were unable to avail of the Solution. If such refund occurs, the Company will be released from all liability for all existing and future claims or obligations related to the Software except as specifically set forth herein.

12. Indemnities

The Company will indemnify, defend and hold harmless the Customer from and against any loss, damage, costs, liability, and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim that use of the Solution in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or claim is made, the Customer will promptly notify and reasonably cooperate with the Company. This indemnity obligation will survive the termination of this Agreement.

13. Disclaimer

EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOLUTION IS PROVIDED "AS IS" AND THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SOLUTION OR RESULTS DERIVED THEREFROM AND ANY OTHER DATA, DOCUMENTATION OR MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

14. Limitation of Liability

14.1 Except for the express indemnities stated herein and to the extent permitted by applicable law, in no event will Company be liable for any indirect, incidental, special, consequential, or punitive damages including, but not limited to, loss of data, business interruption, loss of profits, personal injury, or property damage arising out of or in connection with this Agreement, or will the liability of Company exceed a sum equal to the Fees paid by the Customer for the Solution hereunder during the twelve (12) month period immediately preceding the date on which the claim arose, even if the Company has been advised of the possibility of such liability or damages.

14.2 Notwithstanding the foregoing, in no event shall the Company be liable for any claim or damages arising in whole or part from the following acts or omissions of the Customer: (i) failure to implement any improvement or update provided without additional expense by the Company or as



part of any maintenance services provided hereunder; (ii) any modification of the Solution unless the Customer has obtained written consent from the Company; (iii) any use or combination of the Solution with hardware, software, content, data, or other materials not supplied by the Company; (iv) any negligent act or omission; or (v) any breach of this Agreement. In the event of any claim or damages arising in whole or part from such aforementioned acts or omissions of the Customer, the Customer shall bear full responsibility and liability for such claim or damages. These obligations will survive the termination of this Agreement.

15. Termination

Without prejudice to any other rights, either Party may terminate this Agreement with immediate effect if the other Party fails to comply with the terms and conditions of this Agreement but only where such Party has failed to cure such breach within 10 days of written notice of same.

16. Delivery of Solution | Updates & New Releases.

16.1 If that the Software is removed from the App Stores, the Company will do its utmost to arrange an alternative method of delivery of the Software to the End Users. If such a solution cannot be provided in a timely manner and all avenues in relation thereto have been exhausted, the Company will provide a pro rata refund to the Customer.

16.2 The End Users shall be entitled to receive new releases and updates of the Software when and where available.

17. Miscellaneous

17.1 Force Majeure

Neither party's delay or failure to perform any provision of this Agreement (other than payment obligations) as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or internet failures or damage to or destruction of any network facilities or servers) that prevents it from fulfilling its obligations under this Agreement (any such circumstances being "Force Majeure") will be deemed a breach of this Agreement. The parties agree that the departure of one or more members of the Euro zone will not, in and of itself, be a "circumstance beyond its control" and will not have the effect of discharging or excusing performance of (any obligation under) this Agreement.] Notwithstanding the foregoing, a party's financial inability to perform its obligations will in no event constitute a Force Majeure.

17.2 Severability

The invalidity or unenforceability of any provision of this Agreement will not affect any other provisions of this Agreement.

17.3 Entire Agreement

This Agreement contains the entire understanding and agreement of the parties herein and replaces and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders, written or oral, between the parties with respect to the subject matter contained herein.

17.4 Modification

No modification, amendment or waiver of any provision of this Agreement will be valid unless in writing and signed by the parties.

17.5 Assignment/Change of Control

The Customer will not assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of the Company, where such consent will not unreasonably be withheld.



17.6 Notices

All notices pursuant to this Agreement must be in writing to the below address, or to an alternative physical or email address subsequently provided to the other party pursuant to this notice provision.

If to Company : Elsevier B.V. Radarweg 29, 1043 NX Amsterdam, The Netherlands

If to Customer: Univerzita Karlova Lekarska fakulta v Plzni, Husova 3, Plzen, 301 00, Czech Republic

17.7 Confidentiality

The Customer and its employees, officers, directors and agents will maintain as confidential and not disclose to any non-affiliated third party, without the Company's prior written consent, the financial terms and commercial conditions of this Agreement, the Solution, any discussions or information related to products and services the parties may offer to one another in the future and the reports delivered to the Customer.

17.8 Choice of Law/Choice of Venue

This Agreement will be governed by and construed in accordance with the laws of a court of competent jurisdiction. The Customer hereby agrees and acknowledges that all disputes arising out of or relating to this Agreement, the Customer's use of the Solution shall be brought exclusively and settled in a court of competent jurisdiction.

17.9 Compliance with Sanction Laws

The Company reserves the right to deny online access to the Software to any person or entity who is prohibited from receiving such access based on any applicable sanctions or embargoes laws.

17.10 Execution

This Agreement and any amendment thereto may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective to the same extent as original signatures.

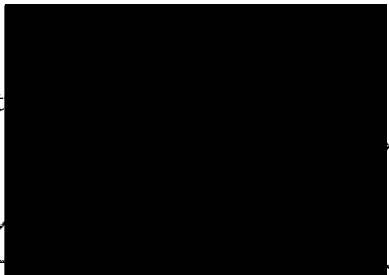
IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

On behalf of **Elsevier B.V.**

On behalf of **Customer**



Signature:



Name: Gino Ussini
Kadaweg 29
1043 NX Amsterdam
The Netherlands
Title: Executive Vice President Research
Solution Sales

Date:

Signature:



Name: Jindřich Fíhek
Title: prof. MUDr., Ph.D., MHA

Date: 30-07-2021

Schedule 1

Agent Billing Information

Bill to: Univerzita Karlova Lekarska fakulta v Plzni, Husova 3, Plzen, 301 00, Czech Republic