

C. 351/VS/2020

Name and address of Subscriber	Reference
University of Economics VSE JOSEF TAUSER Dean of the Faculty of international relations nám. W. Churchilla 1938/4 130 67 Prague 3 République Tchèque [REDACTED]	Issuance date
	Representative
	Phone
	Subscriber #

Name and billing address

University of Economics VSE
JOSEF TAUSER
Dean of the Faculty of international relations
nám. W. Churchilla 1938/4
130 67 Prague 3
République Tchèque
[REDACTED]

Qty	Description	Unit Price
1	Compte(s) Expert	181,00 €
1	Rabais Compte(s) Expert	- 181,00 €
1	Compte Étudiant - 1 simultaneous sessions	392,07 €
1	Sources Europresse pour bibliothèques (PDF)	914,83 €
1	Sources Europresse (Archives)	10,11 €
1	Twitter : Industry-Specific Space	0,00 €
		Total
		TVA 20.00%
		TOTAL TTC

CEDROM-SNI
10 avenue du Stade de France - 93200 Saint-Denis (France)

[REDACTED]
SAS au capital de 25 000 Euros - RCS Bobigny B 409 091 832 - APE 6311Z - TVA FR 80 409 091 832 - SIRET 40909183200074

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Europresse

Subscription Agreement Europresse for Libraries

Part 1 - Specific Provisions

Q20-01394R

09/09/2020

David Julien

[REDACTED]
U031726

Subscription and License Agreement to the Europresse for Libraries service for the following period 15/10/2020 to 14/10/2021

Total
181,00 €
- 181,00 €
392,07 €
914,83 €
10,11 €
0,00 €
<hr/> 1 317,01 €
263,40 €
<hr/> 1 580,41 €

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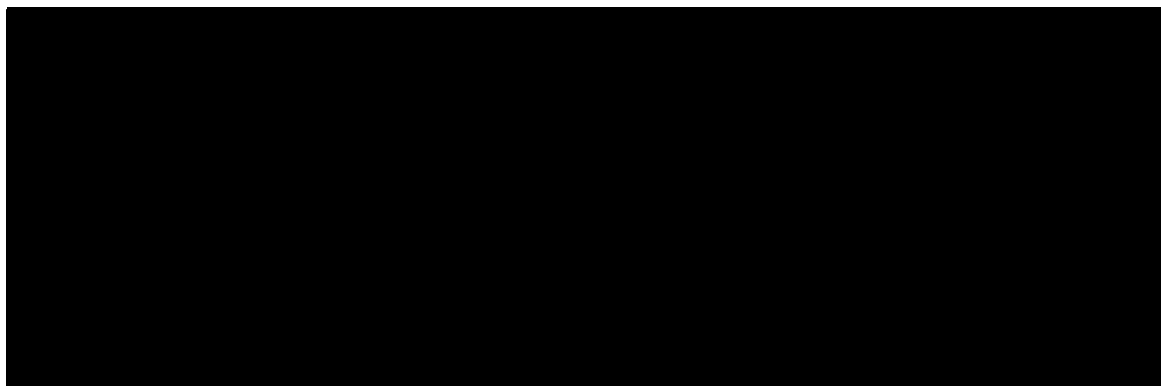
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Additional information

Intracommunity VAT #:

Purchase order :

Payment term : 30 days



CEDROM-SNi
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Comments

ABONNEMENT ANNUEL AU SERVICE EUROPRESSE POUR LES ENSEIGNANTS EN FRANCAIS DU DEPARTEMENT DES LANGUES ROMANES AVEC :

1 COMPTE ADMINISTRATEUR OFFERT (IL NE DONNE PAS ACCES AU CONTENU)

1 ACCES SIMULTANE USAGER (ACCES VIA IP OU PROXY)

1 COMPTE EXPERT INDIVIDUEL AVEC MOT DE PASSE (ACCES DEPUIS N'IMPORTE OU)

This Agreement is comprised of four parts: *Specific Provisions, General Terms and Conditions, Description of Service, and General Data Protection Regulation ("GDPR")*. If the Subscriber has also opted for certain optional services, this Agreement also includes one or several appendixes and, if applicable, a copy of the Subscriber's Purchase Order. This Agreement will only be valid once all of its four parts and, if applicable, the Appendixes, are signed and initialled by an individual authorized to contract on behalf of the Subscriber.

The Subscription will only become effective once signed copies of the agreement are received by CEDROM-SNi and the account will be activated within five work days of receipt of the documents, or at a later date agreed with the Subscriber.

CEDROM-SNi

09/09/2020

The present contract must be signed and returned to CEDROM-SNi within 30 days following the issuance date to be valid, i.e.,

CEDROM-SNi
10 avenue du Stade de France - 93200 Saint-Denis (France)

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Europresse

Subscription Agreement EUROPRESSE for Academic Libraries

Part 2 - General Terms and Conditions

This document establishes the terms and conditions of subscription to the Service marketed by CEDROM-SNi (both the Service itself and the features selected by the Subscriber in the "Specific Provisions" will be referred to hereunder as the "Service").

1. Authorization. CEDROM-SNi grants a non-exclusive and non-transferable authorization, valid for the term of the Agreement, to the Subscriber and to any individuals (the "Users") allowing them to use the Service in accordance with the terms and conditions set out in this Agreement.

For more clarity, the Subscriber acknowledges that, unless a written authorization is obtained from CEDROM-SNi, the authorization for use of the Service is strictly restricted to the Subscriber and cannot under any circumstances be transferred to a third party, including any institution or organization related to the Subscriber.

All documents, articles, messages, "tweets", photographs, graphics, audio excerpts, video excerpts and images (the "Documents") and all audio and video excerpts (the "TV/Radio Documents") available obtained through the Service are, and will remain, the exclusive property of CEDROM-SNi or of their original authors or publishers (this expression including the broadcasters of TV/Radio Document) thereof, and are protected by copyright. The Subscriber acknowledges that no right, title or interest related to the Service or Documents are transferred to the Subscriber or the Users, with the exception of the rights explicitly set out in this Agreement.

2. Effective date and duration of this Agreement. This Agreement will be in force for the initial term indicated in the Specific Provisions. Upon expiry of the initial term and of any extension, this Agreement will be renewed automatically for a period of one year, at CEDROM-SNi's pricing, contractual terms and other conditions in effect at the time of renewal. This Agreement can be terminated by either party upon expiry of its initial term or of any renewal period, and, for the Subscriber, upon providing a written notice of two (2) months before the set expiry date.

3. Access to the Service. The Subscriber will be assigned user codes to access the Service. These user codes and passwords are strictly confidential and must be treated as such by the Subscriber and the Users. The Subscriber is solely and entirely responsible: (i) for all subscription and usage fees incurred for the Service by the Users, and (ii) for providing any software and hardware required in order to access the Service via the Internet.

4. Invoicing and Payment.

4.1 The Service initially subscribed to by the Subscriber is invoiced according to the rates stipulated in the Specific Provisions.

4.2 Subscription and usage fees shall be invoiced at the beginning of the period based on the rates stipulated in the Specific Provisions. Invoices will include applicable taxes. Invoices shall be paid within the deadlines and in accordance with the method of payment indicated in the Specific Provisions. If an invoice is not paid before the deadline stipulated above, all recovery costs (including legal costs) of monies due to CEDROM-SNi shall be payable by the Subscriber. In cases where a payment made to the order of CEDROM-SNi is not honoured, the various fees related to this outstanding payment shall be payable by the Subscriber. Any amounts due and remaining unpaid by the due date shall bear interest on arrears at 2% per month, for a 24% annual interest rate. In case of dispute, the electronic records on which CEDROM-SNi's invoicing is based shall be considered as sufficient proof.

5. Subscriber's obligations

5.1 The Subscriber represents and warrants to CEDROM-SNi that the information set out in the Specific Provisions is complete and accurate, and covenants that all information regarding the use of the Service will remain so throughout the term of this Agreement. The subscriber also represents and warrants to CEDROM-SNi that the Users are all, either Students, researchers, Professors at the institution or employees of the library.

5.2 The Service may only be accessed from the Subscriber's own premises, at the address provided in the Specific Provisions, unless a mention authorizing remote access is stipulated in said Specific Provisions.

5.3 Should CEDROM-SNi authorize remote access to the Service, such access shall be subject to the following conditions:

- (a) access shall be possible only via a technical protocol approved by CEDROM-SNi;
- (b) remote access shall be allowed only from residential premises and shall be strictly prohibited from the premises of another library, company or teaching institution; and,
- (c) in the event of an unusual use of the Service, CEDROM-SNi reserves the right to institute usage control measures, in collaboration with the Subscriber.

5.4 The Subscriber agrees to comply with the following:

- (a) Only use the Service and the Documents as explicitly provided in this Agreement, and on any instructions screen that is displayed while the Service is being used;
- (b) Neither carry out nor authorize any archiving, display, printing, reproduction, resale, exhibition, transmission, commercial use or distribution of a Document in electronic format or on paper (except as provided in the following paragraph) with the exception that each User is authorized to print a single paper copy or save an electronic copy (made possible by the Service) of a Document strictly for temporary individual consultation purposes by such User;
- (c) without limiting the generality of the above, not use the service for (i) the assembling of press reviews, (ii) the selection of Documents for the assembling of press reviews or, (iii) any activity conducted for compensation, in the course of an employment contract or for commercial purposes;
- (d) Display, reproduce or distribute a Document only within the allowed limits indicated in this Agreement and only in its entirety, without any modification of its content, of any reference appearing on such Document attributions (such as the author's or publisher's name, or the source of the Document), of any copyright notice appearing therein or of any other reference regarding the use of the Document (including the Publi-© logo and certificate and any related hyperlink);
- (e) Not use any part of a Document in judicial, regulatory or administrative proceedings, in a political campaign or in any political meeting, for merchandising, advertising, sponsorship or promotional purposes or for any illegal purpose;
- (f) Neither carry out nor authorize any use of a Document that could infringe on the moral rights or impugn the reputation of CEDROM-SNi or of the author or publisher of the Document in question, particularly in a manner that could imply that these parties are promoting or endorsing any product, service, individual, business, institution or cause;
- (g) Not use the Service or a Document in a manner that would reduce revenues for, or cause economic damage to, CEDROM-SNi, the author or the publisher;
- (h) Not use the Service or a Document in a manner that contravenes any applicable legislation and regulations in force, including in regard to copyright law;
- (i) For TV/Radio Documents, only use the Documents in the course of normal research activities and only for non-commercial purposes;
- (j) Not allow access to the Service or to a Document to a User without said User having been informed in advance of - and having agreed to comply with - all the Subscriber's obligations as described in this Agreement;
- (k) Use all reasonable means at its disposal to ensure that all Users comply with all of the obligations set out in the present Agreement, the Subscriber being jointly and severally liable for any breach of this Agreement by its Users; and,
- (l) Promptly notify CEDROM-SNi of any address changes;
- (n) Not access Documents by using another method than those authorized by CEDROM-SNi; moreover, the Subscriber is only authorized to access Documents through the use of the software and User accounts (described in "Part 3 - Service description") purchased by the Subscriber; and
- (o) Not use any script, automated method or any similar system to access or use the Service, the software or any Document, and not engage into any form of Text & Data Mining (massive and automated data extraction) or any kind of similar activity without first obtaining a specific consent from CEDROM-SNi.

6. CEDROM-SNi's obligations

6.1 CEDROM-SNi represents and warrants that it has obtained all distribution rights required for the Documents offered in electronic form through the

Service. For TV/Radio Documents, CEDROM-SNi represents and warrants that it has obtained from the broadcasters of the Documents all distribution rights required for the TV/Radio Documents offered through the Service, subject to copyrights held by third parties (such as copyright on certain musical works, certain visual material and images). The representation and warranties given by CEDROM-SNi are strictly limited to the distribution rights granted to CEDROM-SNi by the broadcasters of the TV/Radio Documents and CEDROM-SNi does not formulate any representation or warranty as to rights held by third parties.

6.2 CEDROM-SNi agrees: (i) to accommodate all requests for access to the Service subject to the limitations of the its data processing system's capacity, (ii) make all Documents available to the Subscriber at the time authorized by the publisher(subject to restrictions specific to certain functionalities) (iii) to carry out all measures commonly adopted by professionals in this field to ensure continuous, constant and quality service. These obligations are subject to the terms of this Agreement, CEDROM-SNi only committing to an obligation of means in this regard.

6.3 The only representations and warranties that CEDROM-SNi makes regarding the Service and the Documents are those explicitly specified in the present Agreement. CEDROM-SNi does not make any other representations or guarantees, expressly or implicitly, particularly with regard to the following:

- (a) the nature, quality, performance, accuracy, truthfulness, currentness, legality or any other characteristic of the Service, the Documents or any information contained therein;
- (b) the results of using the Service or the quality of the results, the Subscriber and the Users being solely responsible for the various searches they conduct and the results obtained, and that use of data thus gathered is entirely the own risk and discretion of the Subscriber and the Users;
- (c) the content originating from websites and that are only provided as references ("hyperlinks"), accompanied or not by an excerpt, and also the content originating from Social Media;
- (d) the Service being designed for a specific purpose or meeting the Subscriber's or Users' requirements; and
- (e) the Service being error-free and its use by the Subscriber or the Users not being interrupted.

6.4 The Subscriber and the Users acknowledge that they have been advised that errors, inaccuracies and/or omissions cannot be excluded in the field of information.

The transcription and indexing of TV/Radio Documents is made through the use of speech recognition and sub-titling technologies. CEDROM-SNi cautions the Subscriber and the Users against the mistakes and imprecision inherent to the use of such technologies and makes no warranties as to the results obtained through their use. Consequently, the Subscriber and the Users hereby release CEDROM-SNi and the Publishers of the AV Documents of all liability for damages or losses caused by such mistakes or imprecision.

Furthermore, the Documents originating from Social Media are the sole responsibility of their authors.

6.5 The Subscriber and the Users have also been advised that CEDROM-SNi's role is restricted to providing the Service and that CEDROM-SNi never, under any circumstances, conduct validations of the information available through the Service

7. Responsibility and guarantees

7.1 CEDROM-SNi shall not be held responsible in any of the following cases:

- (a) in the cases described in Subsection 6.3, 6.4 and 6.5 above;
- (b) in the case of misuse of the Service or of a Document, or the use of same for other purposes than those set out in the present Agreement;
- (c) in the case where the Subscriber or a User has not complied with its obligations set out in the present Agreement;
- (d) in the case of an unauthorized party using the Service or a Document;
- (e) for any cause that would be attributable to a third party's involvement or to a force majeure.

7.2 The Subscriber acknowledges that, notwithstanding CEDROM-SNi's obligations, the Service might be disrupted and even interrupted, momentarily or locally, in the following situations: an Internet failure compromising the quality of the Service, technical updates, breakdowns or maintenance on the Service or on the equipment used for accessing the Service, and force majeure situations.

7.3 Should the Service be interrupted for more than two (2) consecutive days for a fault attributable to CEDROM-SNi, the Subscriber shall be entitled, upon submission of a written request to CEDROM-SNi, and as complete and definitive reparations for damages resulting from said disruption, to a reimbursement of the portion of the subscription and user fees for the Service that corresponds to the total duration of the disruption experienced.

7.4 Any indirect prejudice or damage, whether material or immaterial, suffered by the Subscriber or a User in connection with the use of the Service or a Document, including any loss of business, of clientele or of data, and, in more general terms, any other loss or damage regardless of the cause, shall not result in compensation, financial or otherwise, from CEDROM-SNi. Under no circumstances shall CEDROM-SNi be held liable, regarding this Agreement or the Service or the Documents or their associated outcomes for the Subscriber, the Users or any third party, with regard to loss of profits, enjoyment, income, data and use of software, the recovery costs of said software and data, and the costs of any substitute product or service, or any other commercial loss of any nature (including special, punitive, exemplary, consequential, incidental or contingent damages of either a contractual or tortious nature), even if CEDROM-SNi has been advised or warned of the possibility of such damages or could have foreseen such damages.

7.5 Each party agrees to indemnify and hold harmless the other party for any damages, losses or expenses, including any reasonable legal fees and expenses, that could arise from any claim, action or legal proceeding resulting: (i) from the violation of representations or warranties made by the party in the present Agreement, or (ii) its failure to comply with any of the terms and conditions of this Agreement.

7.6 In the event that CEDROM-SNi is the subject of a claim, action or legal proceeding due to acts or negligence on the part of the Subscriber or a User in breach of its obligations under this Agreement, the Subscriber shall indemnify and hold CEDROM-SNi harmless for any prejudice or damage resulting from such claim, action or legal proceeding. CEDROM-SNi agrees to inform the Subscriber of any such claim, action or legal proceeding within a reasonable timeframe after CEDROM-SNi has received said claim, action or legal proceeding.

7.7 In no event shall the total liability of CEDROM-SNi for damages granted in any claim, action or legal proceeding, either of a contractual or tortious nature, under the present Agreement, the Service or resulting therefrom exceed the amount of the subscription and usage fees paid by the Subscriber for the Service during the term in force.

7.8 Any restriction or limitation of CEDROM-SNi's liability only applies to the extent allowed by the legislation and regulations in force.

8. Modifications to the Service

8.1 CEDROM-SNi reserves the right to modify the Service or its access methods or to end it, at any time and without prior notice.

8.2 CEDROM-SNi reserves the right to modify its Service rates at any time and without prior notice, such changes only coming into effect when the Agreement is next renewed.

8.3 CEDROM-SNi may, at any time, require that the Subscriber or User cease displaying, reproducing or distributing a Document or even terminate this Agreement if the Subscriber, a User or CEDROM-SNi receives such a request or a claim for damages resulting from such use (a "Formal Notice") from a third party. CEDROM-SNi is in no way obligated to investigate the veracity of the facts alleged in a Formal Notice nor to undertake any action whatsoever in response to a Formal Notice. CEDROM-SNi shall not be held liable in any way to the Subscriber or Users for the termination of this Agreement following the receipt of a Formal Notice other than for the reimbursement of the Service subscription and usage fees paid by the Subscriber prorated over the unexpired portion of this Agreement. If the Formal Notice is based, in part or in whole, on a failure by the Subscriber or a User to fulfil its obligations under this Agreement, no reimbursement shall be made to the Subscriber.

9. Termination

9.1 The Subscriber shall have the right to terminate this Agreement if CEDROM-SNi fails to meet its obligations under section 6 of this Agreement, ten (10) working days from the date of the first presentation of a formal notice that is not responded to.

9.2 CEDROM-SNi may terminate this Agreement and/or suspend the Service, in whole or in part, without the Subscriber or Users being able to claim compensation, in the following cases:

- (a) if the Subscriber or a User fails to meet any of their obligations under this Agreement or if a statement or guarantee given by the Subscriber proves to be false, ten (10) working days from the date of the first presentation of a Formal Notice that is not responded to;
- (b) if monies due CEDROM-SNi are not paid, five (5) working days from the date of the first presentation of a Formal Notice that is not responded to;
- (c) by simple written notice, if the Subscriber assigns its property to debtors or liquidates its assets, or if a petition in bankruptcy is filed against the Subscriber and is not contested within five (5) days of its filing or a final ruling declaring its bankruptcy is rendered;
- (d) by simple written notice, if the Service or a Document is used abnormally or fraudulently by the Subscriber or a User.

In all the above-mentioned cases, the Subscriber shall continue to owe Service subscription and usage fees remaining until the end of the initial period or any renewal period, as the case may be, which fees shall become due immediately.

9.3 If the Service is suspended for any reason whatsoever (except in a case of force majeure or because of the actions of a third party), the Subscriber shall continue to be bound by its obligations under this Agreement. Reactivation of Service following suspension for any cause attributable to the Subscriber shall result in re-activation fees being invoiced.

9.4 If one or more features of the Service is terminated or suspended, this Agreement shall continue in effect under the same terms and conditions for the features that have not been terminated or suspended.

9.5 At the end of this Agreement, whether by expiry, by termination or otherwise, the Subscriber agrees to (i) cease (and cause to cease) all use of the Service by the Subscriber and Users; and (ii) destroy (or cause to be destroyed) all copies (in electronic format or on paper) of Documents in the possession of the Subscriber.

10. CEDROM-SNi software. This Agreement does not convey to the Subscriber or the Users any right whatsoever to the software used by CEDROM-SNi to provide the Service or incorporated into the Service (the "Software"). Intellectual property rights to all Software shall remain the exclusive property of CEDROM-SNi and are protected by copyright.

11. Confidentiality. The Subscriber agrees to keep the contents of this Agreement strictly confidential. Should the Subscriber be obligated to divulge such information for legal reasons, CEDROM-SNi shall receive a formal notice in due time for it to formulate an opposition. Nominal information held and processed by CEDROM-SNi in executing this Agreement might give rise to an individual right of access, correction and opposition with CEDROM-SNi under the conditions set forth in the legislation and regulations in force. CEDROM-SNi reserves the right to pass this information on to the Document editors and authors solely for study and analysis purposes.

12. Force majeure. CEDROM-SNi may not be held responsible for any delay or failure in executing this Agreement or for any loss or damage incurred by the Subscriber and Users that is attributable to cases of force majeure, as generally recognized by the courts. In addition to the above cases, the following are considered to be cases of force majeure (i) actions of third parties that are not under the control of CEDROM-SNi (ii) labour disputes at CEDROM-SNi or CEDROM-SNi's suppliers or providers, and (iii) an order by a public authority to suspend, in part or in whole, the Service under the conditions set by the legislation and regulations in force.

13. Changes to copyright rules. If the legislation and regulations governing copyright changes or a court decision modifies applicable copyright law,

CEDROM-SNi may unilaterally amend this Agreement to the extent it deems necessary to comply with such changes. In that case, CEDROM-SNi shall advise the Subscriber of the nature of such changes and the date on which they come into effect within a reasonable time.

14. General provisions. This Agreement represents the entire Agreement entered into by the parties and cancels and supersedes all prior or current written or oral exchanges, statements, guarantees or agreements regarding the subject of this Agreement. Nullity of any provision of this Agreement shall not nullify the entire Agreement. Failure by either party to demand that a provision of this Agreement be applied does not infer that it waives that provision and may not prevent it from subsequently applying that provision. All changes to this Agreement must be made by means of a written agreement signed by both parties.

15. Assignment or transfer. The Subscriber may not assign, transfer or in any way pass on to a third party all or any of its rights and obligations under this Agreement without the prior written consent of CEDROM-SNi. CEDROM-SNi reserves the right to assign, transfer or pass on its rights and obligations under this Agreement to third parties without the prior consent of the Subscriber.

16. Electronic Signature. The parties agree that this Subscription Agreement and any modification or renewal of this Agreement may be executed by electronic means, including by fax, scanned document, secured website or by any similar mean allowing for the confirmation of a party's agreement.

17. Applicable law. This Agreement shall be subject to the applicable law in the Province of Quebec. Any dispute arising from the signing, interpretation, validity or execution of this Agreement shall be under the sole jurisdiction of the courts of the Judicial District of Montreal. However, if the Subscriber's head office is located in France, this Agreement shall be subject to the applicable law of France and any dispute arising from the signing, interpretation, validity or execution of this Agreement shall be under the sole jurisdiction of the courts of the Judicial District of Paris.

Each party hereby elects domicile at its company head office for the execution of this Agreement.

18. Contents of Specific Provisions. In case of contradiction between the text of these General Terms and Conditions and that of the Specific Provisions, the text of the Specific Provisions shall take precedence.

19. Language. It is the express wish of the parties that this Agreement and all related documents be drawn up in English.

Subscription Agreement *EUROPRESSE* for Academic Libraries

Part 3 - Service Description

The subscription to the Service allows access to numerous types of contents including press contents (including specialised publications), biographical material, contents referenced from the Internet, company profiles and reports. Furthermore, a basic subscription also includes access to contents from television and radio broadcasts, and also from Social Media. Various options are also available to obtain access to additional contents and services.

The options and services that the Subscriber has chosen are identified in the "Specific Conditions" of this Agreement

1. The type of accounts

« Administrator account »

- Used for the administration of the Service, notably the activation and deactivation of access to other types of accounts.
- This account does not allow access to content.

« Student account »

- Multi-session account used by Library users
- The number of simultaneous sessions which may be used at one time is indicated in the Specific Provisions
- Allows for searching and consulting Documents
- Access to a temporary folder for the management of Documents during a single session
- Allows for sharing Documents as described below
- May not initiate monitoring or receive alerts.

« Expert account »

- This account has been designed for Users who mostly act as experts for other Users.
- Use is limited to one specific person and is only accessible for single sessions.
- Allows for searching and consulting Documents
- May create and manage 10 permanent folders (supplemental permanent folders are available as an option)
- May initiate monitoring or receive alerts
- Allows access to graphic representation of results
- Allows for sharing Documents as described below.

2. Sources available through the Service

- A source is a group of Documents received from a publisher and usually corresponds to a periodical publication or an internet site referenced by CEDROM-SNi.
- Some sources are only available when specified in the Subscription Agreement. The list of available sources is subject to change without notice.

3. Sharing of Document between Users:

This functionality allows a User to generate a hyperlink that can be transmitted to one or several recipients. That hyperlink allows the recipients to be automatically directed and connected in Europresse for Academic Libraries and access directly to the Document through the use of a student account, if they are admissible to one.

The use of this functionality is strictly limited to the sharing of Documents between students and researchers and only in the course of research or school assignments. Any other use of this functionality, such as the distribution of teaching materials, must be first authorized by CEDROM-SNi or be done through the subscription to the "Deep Linking" option described below.

4. Option « Supplemental folders and saved searches »

This option allows for an increase in the number of folders that the holders of Expert accounts may have at the same time. Alerts being associated to a folder, the number of alerts a holder may create shall automatically be increased. This option allows also for an increase in the number search strategies holders of Expert accounts may save.

5. Option "Deep Link for Academic purposes"

This option allows the holder of an Expert Account to generate an hyperlink that can be used by its recipient, this option is to be used only in the course of academic activities and includes the transmission to all the students of a class and the use of these hyperlinks to distribute teaching material. This hyperlink allows the recipients to be automatically redirected and connected to NewsCan.ca for Academic Libraries though a student account, if they are admissible to use one, and accede to the selected content.

6 Other services available, in addition to the basic agreement

Other Services are available and may be added to the agreement:

- « Additional training »;
- « Specialized library services » (Service of an Expert, to structure folders for example);
- « Data indexing and hosting » (when available);
- « Technical support » and « Project management and follow-up ».

CEDROM-SNi reserves the right to update or modify this Document according to changes made to the Service.

Subscription Agreement EUROPRESSE for Academic Libraries

Part 4 - General Data Protection Regulation ("GDPR")

This Addendum establishes the terms of processing of Personal Data between CEDROM-SNi and the Subscriber for the application of the European General Data Protection Regulation (GDPR).

- 1 VARIATION
- 1.1 The parties agree that the Agreement (as defined below) shall be varied to include this Addendum.
- 1.2 This Addendum shall come into effect on the date it is signed by both parties.
- 1.3 In the event of any conflict between the provisions of the Agreement and the provisions of this Addendum, the provisions of this Addendum shall take precedence.
- 2 DEFINITIONS AND INTERPRETATION
- 2.1 Save as otherwise defined below, defined terms in this Addendum shall have the meaning given to them in the Agreement.
- 2.2 In this Addendum, the following terms shall have the meanings set out below:
- 2.2.1 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity, and "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity;
- 2.2.2 "Agreement" means any agreement entered into between Subscriber and CEDROM-SNi in relation to the provision of the Services;
- 2.2.3 "Applicable Laws" means the laws and regulations of any Member State of the European Union or the laws of the European Union applicable to the parties and any other applicable law, including but not limited to the Data Protection Legislation and the Privacy Legislation;
- 2.2.4 "CEDROM-SNi Data" has the meaning given to it in the Agreement, if any;
- 2.2.5 "CEDROM-SNi Personal Data" means any Personal Data included in Gorkana Data or CEDROM-SNi Data (as applicable), as are provided to the Subscriber under the Agreement and as further specified in Part I of Annex I to this Addendum;
- 2.2.6 "Subscriber Personal Data" means any Personal Data included in Client Data or Subscriber Data (as applicable), as are provided to CEDROM-SNi under the Agreement and as further specified in Part II of Annex I to this Addendum;
- 2.2.7 "Data Protection Legislation" means (i) the EU Data Protection Directive (95/46/EC) as transposed into domestic legislation of each Member State as amended, replaced or superseded from time to time including by the GDPR and laws implementing or supplementing the GDPR; and (ii) to the extent applicable, the data protection laws of any other country, including the United Kingdom if and when the United Kingdom ceases to be a Member State;
- 2.2.8 "Data Controller" has the meaning set out in the GDPR;
- 2.2.9 "Data Processor" has the meaning set out in the GDPR;
- 2.2.10 "Data Subject" has the meaning set out in the GDPR;
- 2.2.11 "e-Privacy Legislation" means (i) the EU Privacy and Electronic Communications Directive (2002/58/EC) as transposed into domestic legislation of each Member State as amended, replaced or superseded from time to time; and (ii) to the extent applicable, the privacy laws of any other country, including the United Kingdom if and when the United Kingdom ceases to be a Member State;
- 2.2.12 "GDPR" means General Data Protection Regulation ((EU) 2016/679);
- 2.2.13 "Gorkana Data" has the meaning given to it in the Agreement, if any;
- 2.2.14 "Joint Controller" has the meaning set out in the GDPR;
- 2.2.15 "Personal Data" has the meaning set out in the GDPR;
- 2.2.16 "Personal Data Breach" has the meaning set out in the GDPR;
- 2.2.17 "Restricted Transfer" means a transfer of Personal Data from the Data Controller to the Data Processor, or from the Data Processor to a Sub-Processor, or from the Data Controller to another Data Controller, where such transfer would, in the absence of Standard Contractual Clauses, be prohibited by Data Protection Legislation;
- 2.2.18 "Services" means the on-demand relationship management platform and services that are subscribed to by Subscriber, as further described in the Agreement;
- 2.2.19 "Standard Controller to Controller Contractual Clauses" means the standard contractual clauses at Schedule 2 to this Addendum;
- 2.2.20 "Standard Controller to Processor Contractual Clauses" means the standard contractual clauses at Schedule 1 to this Addendum;
- 2.2.21 "Sub-processor" means any person appointed by or on behalf of the Data Processor to process Personal Data on behalf of the Data Controller in connection with the Agreement.
- 3 DATA PROTECTION - GENERAL
- 3.1 Both parties will comply with all requirements of the Data Protection Legislation applicable to their role as Data Processor or Data Controller, as applicable. This Addendum is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 4 SUBSCRIBER PERSONAL DATA
- 4.1 The parties acknowledge that for the purposes of the Data Protection Legislation and this Addendum the Subscriber is the Data Controller and CEDROM-SNi is the Data Processor in respect of Subscriber Personal Data.
- 4.2 The obligations contained in this Addendum shall apply to any Affiliate of CEDROM-SNi who processes data under the Agreement.
- 4.3 Annex I sets out the scope, nature and purpose of processing by CEDROM-SNi, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 4.4 Without prejudice to the generality of clause 4.1, the Subscriber will ensure that it is lawful to enable the transfer of the Subscriber Personal Data to CEDROM-SNi for the duration and for the purposes of the Agreement.
- 4.5 Without prejudice to the generality of clause 4.1, CEDROM-SNi shall, in relation to any Subscriber Personal Data processed in connection with the performance by CEDROM-SNi of its rights and obligations under the Agreement:
- 4.5.1 process that Subscriber Personal Data only on the written instructions of Subscriber, including but not limited to any instructions contained in any Agreement unless CEDROM-SNi is obliged to

- process such Personal Data by the Applicable Laws. Where CEDROM-SNi is relying on the Applicable Laws as the basis for processing Subscriber Personal Data, CEDROM-SNi shall, insofar as is permissible under such Applicable laws, promptly notify the Subscriber of its obligations before performing the processing required by the Applicable Laws;
- 4.5.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Subscriber Personal Data and against accidental loss or destruction of, or damage to, Subscriber Personal Data, such as are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Subscriber Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Subscriber Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it). CEDROM-SNi shall make available details of these technical and organisation measures on its website;
- 4.5.3 take all reasonable steps to ensure the reliability of all personnel who have access to and/or process Subscriber Personal Data and shall ensure that all such personnel are obliged to keep the Subscriber Personal Data confidential and that access to Personal Data is limited to those individuals who need to have access to Subscriber Personal Data for the purposes of the Agreement and to comply with Applicable Laws;
- 4.5.4 be bound by the Standard Controller to Processor Contractual Clauses, which are hereby incorporated into this Addendum, in respect of any Restricted Transfer of Subscriber Personal Data from the Subscriber to CEDROM-SNi. Such Standard Controller to Processor Contractual Clauses shall come into effect upon the commencement of the relevant Restricted Transfer;
- 4.5.5 shall not otherwise enter into any Restricted Transfer unless the prior written consent of the Subscriber has been obtained and the Standard Controller to Processor Contractual Clauses are used in relation to such transfer;
- 4.5.6 notify the Subscriber without undue delay on becoming aware of a Personal Data Breach involving Subscriber Personal Data or upon receipt of a request or complaint from a Data Subject involving Subscriber Personal Data;
- 4.5.7 assist the Subscriber, at the Subscriber's cost (save where such assistance is required as a result of a breach by CEDROM-SNi of its obligations under this Addendum and/or the Agreement in which case such costs will be borne by CEDROM-SNi), in responding to any request from a Data Subject (but shall not respond to any such request without the Subscriber's prior written consent, unless otherwise required by the Data Protection Legislation) and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; and
- 4.5.8 within one month of termination of the Agreement, at the written direction of the Subscriber, delete or return Subscriber Personal Data and copies thereof to the Subscriber unless required by Applicable Law to store the Subscriber Personal Data.
- 4.6 CEDROM-SNi shall maintain complete and accurate records and information ("Records") to demonstrate its compliance with this Addendum and will allow the Subscriber by its own personnel or by an independent auditor, who executes Subscriber's standard non-disclosure agreement, to access all such Records during the term of the Agreement and for one year after termination provided:
- 4.6.1 any such access for the purposes of auditing or otherwise inspecting the Records shall be on not less than thirty (30) days written notice at any time during normal business hours and not more than once during any twelve (12) month period unless:
- 4.6.1.1 the Subscriber has reasonable grounds to suspect that a Personal Data Breach has occurred involving Subscriber Personal Data; or
- 4.6.1.2 the Subscriber is required or requested to carry out an audit by Data Protection Legislation or a regulatory authority responsible for the enforcement of Data Protection Legislation in any country; and
- 4.6.2 the Subscriber shall make (and shall ensure that any independent auditor makes) reasonable endeavours to avoid causing any damage, injury or disruption to CEDROM-SNi's premises, equipment, personnel and business during the audit;
- 4.6.3 the Subscriber shall submit a detailed audit plan to CEDROM-SNi upon giving notice of an audit, setting out details of the proposed scope and duration of the audit, such audit plan to be agreed between the parties (acting reasonably);
- 4.6.4 if the scope of the requested audit has been addressed in an audit carried out by a recognised independent third party auditor within twelve (12) months of the Subscriber's request, and CEDROM-SNi provides written confirmation that there have been no material changes in the controls and systems to be audited, the Subscriber agrees to accept that audit report in lieu of carrying out its own audit; and
- 4.6.5 the Subscriber shall bear the costs of the audit, save where CEDROM-SNi is found to be in breach of its obligations under this Addendum in which case CEDROM-SNi will bear the cost of the audit.
- 4.7 The Subscriber hereby consents to CEDROM-SNi appointing Sub-Processors in connection with the provision of the Services. CEDROM-SNi shall make available on its website a list of current Sub-Processors and shall notify the Subscriber via its website when a Sub-processor is replaced or added to this list. Upon notification, the Subscriber shall have 10 days to object to the appointment of the new Sub-processor. If the Subscriber objects on reasonable grounds, the Subscriber shall have the right to terminate the Agreement immediately on notice.
- 4.8 CEDROM-SNi confirms that it has entered or (as the case may be) will enter with any appointed Sub-Processor into a written agreement incorporating terms which are substantially similar to those set out in this Addendum. As between the Subscriber and CEDROM-SNi, CEDROM-SNi shall remain fully liable for all acts or omissions of any Sub-Processor appointed by it pursuant to clause 4.7.
- 4.9 CEDROM-SNi may, at any time on not less than 30 days' notice, revise this Addendum by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.
- 5 CEDROM-SNI PERSONAL DATA**
- 5.1 The parties acknowledge that for the purposes of the Data Protection Legislation and this Addendum, CEDROM-SNi and the Subscriber are Joint Controllers in respect of CEDROM-SNi Personal Data.
- 5.2 Without prejudice to the generality of clause 5.1, the Subscriber shall, in relation to any CEDROM-SNi Personal Data processed in connection with the performance by the Subscriber of its rights and obligations under the Agreement:
- 5.2.1 process the CEDROM-SNi Personal Data only in accordance with the provisions of the Agreement and this Addendum;
- 5.2.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of CEDROM-SNi Personal Data and against accidental loss or

- destruction of, or damage to, CEDROM-SNi Personal Data, such as are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting CEDROM-SNi Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to CEDROM-SNi Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it). The Subscriber shall make available details of these technical and organisation measures to CEDROM-SNi upon CEDROM-SNi's request;
- 5.2.3 take all reasonable steps to ensure the reliability of all personnel who have access to and/or process CEDROM-SNi Personal Data and shall ensure that all such personnel are obliged to keep the CEDROM-SNi Personal Data confidential and that access to CEDROM-SNi Personal Data is limited to those individuals who need to have access to CEDROM-SNi Personal Data for the purposes of the Agreement and to comply with Applicable Laws;
- 5.2.4 be bound by the Standard Controller to Controller Contractual Clauses, which are hereby incorporated into this Addendum, in respect of any Restricted Transfer of CEDROM-SNi Personal Data from CEDROM-SNi to the Subscriber. Such Controller to Controller Standard Contractual Clauses shall come into effect upon the commencement of the relevant Restricted Transfer;
- 5.2.5 notify CEDROM-SNi without undue delay on becoming aware of a Personal Data Breach involving CEDROM-SNi Personal Data or upon receipt of a request or complaint from a Data Subject involving CEDROM-SNi Personal Data;
- 5.2.6 assist CEDROM-SNi, at CEDROM-SNi's cost (save where such assistance is required as a result of a breach by the Subscriber of its obligations under this Addendum and/or the Agreement in which case such costs will be borne by the Subscriber), in responding to any request from a Data Subject which relates to CEDROM-SNi's processing of CEDROM-SNi Personal Data (but shall not respond to any such request without CEDROM-SNi's prior written consent, unless otherwise agreed between the parties or required by the Data Protection Legislation) and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 5.2.7 subject to clause 5.2.5, respond to any request or complaint from a Data Subject which relates to the Subscriber's own use of CEDROM-SNi Personal Data;
- 5.2.8 carry out any step reasonably required by CEDROM-SNi in order to ensure its compliance with the Data Protection Legislation and/or the Agreement; and
- 5.2.9 upon termination of the Agreement, delete or return CEDROM-SNi Personal Data in accordance with the Agreement, unless required by Applicable Law to store the CEDROM-SNi Personal Data.
- 5.3 The parties agree that, in relation to any CEDROM-SNi Personal Data, CEDROM-SNi shall
- 5.3.1 be responsible for providing any Data Subjects with any information required under the Data Protection Legislation; and
- 5.3.2 subject to the Subscriber complying with its obligations set out in clauses 5.2.5 and 5.2.6 above, be responsible for responding to any requests or complaints from Data Subjects which relate to CEDROM-SNi's processing of CEDROM-SNi Personal Data, unless otherwise agreed between the parties.
- If and to the extent that Subscriber holds any Personal Data in relation to a Data Subject identified in CEDROM-SNi Personal Data but where such Personal Data is not CEDROM-SNi Personal Data ("Additional Data"), Subscriber will be responsible for compliance with all applicable Data Protection Legislation in respect of such Additional Data.
- 6 WARRANTIES AND INDEMNITIES**
- 6.1 The parties warrant that they will comply with the obligations contained in this Addendum.
- 6.2 The Subscriber warrants that it will comply with all Applicable Laws in its use of the Services.
- 6.3 Each party hereby indemnifies and shall keep indemnified the other party against any and all losses, damages, liabilities, claims, penalties, fines, awards, costs and expenses (including reasonable legal fees) caused by any breach of the warranties contained in this Addendum.
- 6.4 CEDROM-SNi's liability under the indemnity contained in clause 6.3 shall be subject to the limitation of liability contained in the Agreement.
- 6.5 In the event of a breach by the Subscriber of the warranty contained in clause 6.2, in addition to any other rights it may have under this Addendum or the Agreement, CEDROM-SNi shall be entitled to terminate the Agreement upon immediate notice.
- 6.6 Each party warrants that it has full power and authority to enter into this Addendum and CEDROM-SNi warrants that it has full power and authority to bind the data importer (as defined in the Standard Controller to Processor Contractual Clauses) to the terms of those clauses.

Schedules 1 and 2 are available at: www.europresse.com/en/GDPR

Signed on the first page by each party's authorised representative.

ANNEX I

PROCESSING, PERSONAL DATA AND DATA SUBJECTS

Part I: CEDROM-SNi Data

Nature and Purpose of processing	Subscriber may process CEDROM-SNi Data as necessary to receive the Services and comply with its obligations under the Agreement.
Duration of the processing	Subject to clause 5.2.8, Subscriber may process CEDROM-SNi Data for the duration of the Agreement, unless otherwise agreed by the parties.
Types of personal data	Name, title, email address, business phone number, mobile phone number, employer, social media handles
Categories of data subject	Individual media contacts including journalists and other media 'influencers', analysts, politicians, government officials or representatives

Part II: Subscriber Data

Nature and Purpose of processing	CEDROM-SNi may process Subscriber Personal Data as necessary to perform the Services and comply with its obligations under the Agreement.
Duration of the processing	Subject to clause 4.5.8, CEDROM-SNi may process Subscriber Data for the duration of the Agreement, unless otherwise agreed by the parties.
Types of personal data	Name, title, email address, business phone number, mobile phone number, social media handles
Categories of data subject	Subscriber's users of CEDROM-SNi's services; individual media, political, financial analyst, Subscriber shareholder and advisor contacts provided by Subscriber

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	Contact	David Julien
	Europresse.com	
	Phone	
Name and billing address	Subscriber #	

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Dean of the Faculty of international relations
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