

CONTENT LICENSING AGREEMENT
Part 1 – Custom Terms

GENERAL	
Effective Date	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"). or January 1, 2023, whichever occurs later.
Initial Term	Subject to the Standard Terms and Conditions, this Agreement shall be for an initial term that begins on the Effective Date and continues in effect for [3] year(s) (the "Initial Term"). This Agreement will not be subject to any implied or automatic renewals, and any relationship between the parties after the Initial Term hereof will be the subject of a new agreement or addendum.
Licensee (additional sites or Participating Institutions are listed in Appendix A)	Name: THE NATIONAL LIBRARY OF TECHNOLOGY Address: The National Library of Technology, a State Contribution Organization set up by the Ministry of Education, Youth and Sports, with its principal offices at Technická 2710/6, 160 80 Praha 6 – Dejvice, ID No.: 61387142 Czech Republic Telephone: -
Licensee's Designated Business Contact	Name: Head of Licensing Unit Address: CzechELib National Library of Technology Technická 2710/6, 160 80 Praha 6 – Dejvice Czech Republic Telephone: - Email: [REDACTED] Fax: -
Licensee's Designated Invoicing Contact	The invoice shall be delivered to the Licensee either originally or electronically to the e-mail address [REDACTED]
AIPP Sales Support Manager	Name: [REDACTED] Address: 1305 Walt Whitman Road, Suite 110, Melville, NY 11747-4300 Telephone: [REDACTED] Email: [REDACTED]
Licensed Content	Titles as set forth in Appendices A, B, C, & D to the Standard Terms and Conditions ("Licensed Content").
Total Fees (Access Fees for any additional sites or Participating Institutions are listed in Appendix A)	Due Date as specified on AIP Publishing's invoice. Total Subscription Fee: [REDACTED] Total Access Fee: [REDACTED] Total Fees: \$ 874,731
Additional Terms	

Part 2 – Standard Terms & Conditions

This Content Licensing Agreement (“Agreement”), consisting of Part 1 – Custom Terms and Part 2 – Standard Terms and Conditions, and any appendices attached, is effective on the Effective Date, by and between Licensee and AIP Publishing LLC (“AIPP”), with offices at 1305 Walt Whitman Road, Suite 110, Melville, NY 11747-4300.

WHEREAS, AIPP has the right to grant Licensee (and its locations / Participating Institutions, if applicable, as set forth in [Appendix A](#)) access to the Licensed Content, which is delivered via a technology platform (e.g., Scitation), or other means of delivery that AIPP deems appropriate (“Platform”);

WHEREAS, Licensee wishes to provide Authorized Users access to the Licensed Content using the Platform by paying the Fees;

WHEREAS, Licensee acts as a central purchasing body within the meaning of Act No. 134/2016 Coll., on Public Procurement, as amended, for concluding license agreements on behalf of Participating Institutions as part of the project CzechELib.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, and other valuable consideration received, the parties agree as follows:

1. LICENSED RIGHTS

a. License. AIPP provides a non-exclusive, non-transferable license to Licensee’s Authorized Users, subject to the terms, conditions and restrictions set forth in this Agreement, to access, search, view, download, print and save the Licensed Content via the Platform, solely for research and educational purposes. If Licensee is a single institution with multiple locations, the authorized locations are set forth in [Appendix A](#). If Licensee is a consortium representing the Participating Institutions set forth in [Appendix A](#), the Participating Institutions’ Authorized Users shall have the right to access the Licensed Content pursuant to this Section, and the Participating Institutions are subject to the same restrictions imposed upon the Licensee in this Agreement.

b. Authorized Users. Authorized users are defined as and limited to current faculty members, staff, employees, students, subcontractors and registered users in case of public libraries, as applicable (collectively, “Authorized Users”), and walk-in users using computer terminals on premises (“Walk-in Users”). All Authorized Users who have been issued an institutional username and password may also access the Licensed Content remotely, using devices that are located off the premises of Licensee (or a Participating Institution). Licensee or the Participating Institutions must require the Authorized Users to use a username and password to login before accessing the Platform using computers located off the premises of Licensee (or Participating Institutions). For the sake of clarity, no Walk-in Users are permitted to access the Platform remotely.

c. Compliance. Licensee will use commercially reasonable efforts to cooperate with AIPP to remedy any Authorized User’s or Participating Institution’s failure to comply with the terms of this Agreement.

The Licensee will enter into a separate agreement with each of the Participating Institutions where the Licensee

- (a) will ensure that the Participating Institutions will use reasonable efforts to provide the Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Content is granted under this Agreement.
- (b) will ensure that the Participating Institutions will use reasonable efforts to restrict access to the Licensed Content to the Authorized Users in the case of their unauthorized use of the Licensed Content.
- (c) where access to the Licensed Content is to be controlled by the use of passwords, the Licensee shall ensure that the Participating Institutions will use reasonable efforts to inform the Authorized Users that they should not divulge their numbers and passwords to any third party. The Licensee shall ensure that the Participating Institutions will also use reasonable efforts to maintain the confidentiality of any institutional passwords provided by AIPP.
- (d) will use all reasonable efforts to ensure that the Participating Institutions will comply with the terms of this Agreement and will use the Licensed Content 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 Content in accordance with the license terms set out in this Agreement.

Participating Institutions which do not fully execute these separate agreements by March 15, 2023 will have all access and publishing rights suspended until the agreements are executed by the Participating Institution and Licensee.

d. Credentials. When the relationship between an Authorized User and the Licensee terminates, Licensee shall take reasonable steps to prevent the previously Authorized User from accessing the Platform, by promptly disabling the previously Authorized User's access to the Licensed Content except from areas where the Licensed Content is accessible to the public.

2. FAIR USE & RIGHTS OF LIBRARIES

a. Fair Use and Rights of Libraries. Authorized Users are entitled to use the Licensed Content in a manner that comports with §107 and §108 of the U.S. Copyright Act, or other similar applicable laws outside the U.S., provided that the Authorized Users provide proper attribution to the copyright owners and AIPP.

Such use shall include but not to be limited to:

Display. Licensee, Participating Institutions and Authorized Users shall have the right to electronically display the Licensed Content.

Digital Copy. Licensee, Participating Institutions and Authorized Users may download and digitally copy a reasonable portion of the Licensed Content. For purposes of clarity, the downloading or copying of entire issues, or volumes is not permitted.

Print Copy. Licensee, Participating Institutions and Authorized Users may print a reasonable portion of the Licensed Content. For purposes of clarity, the downloading, printing, or copying of entire issues, or volumes is not permitted.

Recover Copying Costs. Licensee and the Participating Institutions may charge a reasonable fee limited to covering the direct costs of copying or printing portions of Licensed Content for Authorized Users. Commercial copying and / or printing services are not permitted.

Caching. Licensee, the Participating Institutions and Authorized Users may make local digital copies of the Licensed Content in order to ensure efficient use by Authorized Users by appropriate browser or other software. For the avoidance of doubt, the cached copy is not a derivative work. Cached copies will be deleted from Licensee's and Participating Institution's servers upon termination of this Agreement.

Classroom Use. Licensee, the Participating Institutions and Authorized Users may distribute single copies of individual articles or items of the Licensed Content in print or electronic form to Authorized Users. For the avoidance of doubt, classroom handouts shall include the distribution of a copy for teaching purposes to all individual Authorized Users in a class at Authorized Sites (Appendix B).

Collections of Information. Licensee, the Participating Institutions and Authorized Users shall be permitted to manually extract or use information contained in the Licensed Content for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.

Course Reserves (Print and Electronic). Licensee, the Participating Institutions and Authorized Users may use a reasonable portion of the Licensed Content in connection with specific courses of instruction offered by the Licensee and/or the Participating Institutions.

Electronic Links. Licensee, the Participating Institutions and Authorized Users may provide hyperlinks from the Licensee's, the Participating Institutions' and Authorized Users' web page(s) or web site(s) to individual units of content within the Licensed Content.

Scholarly Sharing. On an ad hoc basis, Authorized Users may transmit to a third party in hard copy or electronically, minimal, insubstantial amounts of the Licensed Content for personal use or scholarly, educational, or scientific research or professional use in the nature of collaboration, comment, or the scholarly exchange of ideas but in no case for resale or commercial purposes or in a manner that would substitute for direct access to the Licensed Content via services offered by AIPP. For the avoidance of doubt, entire articles, issues, or volumes of the Licensed Content may not be shared except as explicitly permitted in this Agreement.

b. Interlibrary Loan. Licensee may use the Licensed Content to fulfill a reasonable number of requests from other libraries for specific material for interlibrary loans ("ILL"). The Licensed Content for ILL may be transmitted by mail, fax or secure, prevailing technology, provided that Licensee will not require the receiving library to pay a fee, and to the best of Licensee's knowledge, the loaned material is for the purposes of research or private study, and not for commercial use. The borrowing and lending libraries will comply with applicable legal guidelines in connection with ILL.

c. Course Packs. Material from the Licensed Content may be included in anthologies (“Course Packs”) in print or digital form for distribution to Authorized Users for their use in connection with classroom instruction or in reserves (print or digital) set up by libraries for access by Authorized Users in connection with specific courses offered by the Licensee. Copies of items in digital form which are included in online Course Packs or reserves will be deleted by the Licensee and its locations when the course is no longer offered. Course Packs in non-electronic non-print perceptible form, such as audio or Braille, may also be offered to Authorized Users.

d. AIPP-Administered Authentication. Where AIPP provides alternative methods of access and authentication beyond the Licensee-administered methods described herein, e.g. by allowing users to establish a personal login from an on-campus IP address (thereby enabling access via username and password when logging in to a website of AIPP) or device authentication, which affiliates the device or application by use of a token, cookie, or vendor-managed proxy prefix, neither the Licensee nor any Participating Institution will be responsible or liable for claims of breach or validity of such use. For the avoidance of doubt, AIPP’s provision of authentication via Shibboleth does not constitute AIPP-Administered Authentication for the purposes of this section. AIPP remains the controller of any personal data processing in connection with AIPP-Administered Authentication.

e. Personally Identifiable Information (Personal Data) of Authorized Users. Both the Licensee and AIPP together and individually acknowledge and agree that the Licensee neither transfers nor provides any personally identifiable information (personal data) of the Authorized Users to AIPP. Access to the Licensed Content is primarily granted via IP Addresses which prevent any identification of the Authorized User.

f. Data Protection. For the purpose of this Agreement, Data Protection Law shall mean the General Data Protection Regulation (EU) 2016/679 (the “Regulation”) and the European Privacy and Electronic Communications Directive (Directive 2002/58/EC), as amended or replaced from time to time, and the terms “personal data”, “processing”, “processor”, “controller”, “personal data breach”, “data subject” and “supervisory authority” shall all have the meanings ascribed to them under the applicable Data Protection Law.

Without any prejudice to Section 2. (d) of the Agreement, if any personal data is processed under this Agreement by either party, the parties agree that each party shall act as a data controller for the purposes of Data Protection Law, unless such arrangement would be contrary to the Data Protection Law. Each party shall (i) only process personal data in compliance with and shall not cause itself or the other party to be in breach of Data Protection Law and (ii) act reasonably in providing such information and assistance as the other party may reasonably request to enable it to comply with its obligations under Data Protection Law.

Each party will notify the other party without undue delay if it becomes aware of a personal data breach relating to the processing of personal data in connection with this Agreement.

If either party receives any communication from any supervisory authority relating to the processing or personal data in connection with this Agreement, it shall (i) provide the other party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other party in respect of any response to the same.

3. RESTRICTIONS.

a. Intellectual Property. Licensee shall not, and shall not cause, assist or encourage any Authorized Users or third parties to: (i) infringe any intellectual property or other right of any party (including AIPP), or violate any applicable laws, rules or regulations, including, without limitation, redistribute, repurpose, resell, alter, recompile, share access with users not authorized by Licensee, republish or post in any media, print or electronic form, such as on the Internet or using peer-to-peer or similar file sharing for anyone to access, the Licensed Content (or any search results thereof), in whole or in part, or otherwise commercialize the Licensed Content; or (ii) alter, obscure or remove the copyright notices or the watermark in the Licensed Content, any article, or other such materials.

b. Operation of the Platform. Without AIPP's authorization, Licensee shall not, and shall not cause, assist or encourage any Authorized Users or third parties to: (i) disrupt or interfere with the security or use of the Platform, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, or similar methods or technology; (ii) misrepresent Licensee's affiliation with a person or entity, or submit false or misleading information to AIPP, including, without limitation, IP addresses that do not belong to any Participating Institution; (iii) collect, manually or through an automatic process, information about users or their usage without their express consent.

c. Systematic Download;. Without AIPP's authorization, Licensee shall not, and shall not cause, assist or encourage any Authorized Users or third parties to: (i) systematically or programmatically download, whether manually or by using programs such as robots or searchbots, spiders, crawlers or other automated downloading programs, algorithms or devices, to continuously or automatically search, scrape, extract, deep link or index all or a substantial portion of the Licensed Content, such as an entire issue of or article from a journal; (ii) download the Licensed Content in aggregate for central storage or later retrieval.

d. Violations. Licensee shall notify AIPP of any copyright infringement, or unauthorized use of the Licensed Content of which Licensee becomes aware. To the extent AIPP determines that any copyright infringement or violation of this Agreement has occurred (including a violation by an Authorized User), Licensee shall cooperate with AIPP in investigating any unauthorized uses and in taking reasonable steps to prevent a reoccurrence, such as suspending or terminating an actual or suspected unauthorized user's access to the Platform or Licensed Content upon AIPP's reasonable request. If AIPP reasonably suspects or determines that an Authorized User has violated the terms of this Agreement or any other agreement that he or she individually entered into to access the Platform, or that Licensee is otherwise allowing the Platform to be misused, AIPP may, without notice, suspend such user's account or Licensee's access to the Platform, provided that AIPP immediately notifies the Licensee and/or Participating Institution of any such suspension, including the reason for the block and any supporting details. Such suspensions will be of the shortest duration possible sufficient to terminate the alleged unauthorized activity and prevent its resumption. In the event that such suspension lasts longer than the shortest period necessary to prevent such unauthorized use, AIPP is obliged to reimburse the Licensee the respective pro rata part of the Fees (calculated with respect to the actual number of excessively suspended Authorized Users) for the period of duration of such excessive suspension. Any excessive suspension of access to the Licensed Content can serve as a Licensee's reason for termination of this Agreement.

4. AIPP OBLIGATIONS

a. Availability. During the term, AIPP shall use commercially reasonable efforts to provide continuous access to the Licensed Content via the Platform, except for periodic downtime for maintenance, and interruption of access to the Platform due to factors outside of AIPP's control. AIPP shall use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up-time per month. The 2% down-time includes periodic unavailability due to server maintenance; software installation or testing; loading or making available additional Licensed Content as they become available; while unavailability because of service or equipment failure outside the control of AIPP (including problems with public or private telecommunications services, or Internet nodes or facilities) is not calculated into the down-time period. AIPP may schedule brief unavailability periods provided it will use commercially reasonable effort to give at least forty-eight (48) hour notice to Licensee.

b. Post Cancellation Access. If Licensee pays a "Subscription Fee" as set forth in the Custom Terms, the Licensee, Participating Institutions and Authorized Users have access to the Licensed Content published during the years for which there was a paid Subscription Fee, even after this Agreement is terminated. Access begins with the content published in 1999 and for any years thereafter, pursuant to the terms set forth in Appendix A. If Licensee fails to subscribe to at least one journal title online, Licensee will pay an annual fee for using the Platform for post cancellation access to the Licensed Content, unless as otherwise agreed upon between the parties. Participating Institutions that pay an Access Fee for any of the Licensed Content as set forth in Appendix A will not have post cancellation access to that Licensed Content. Licensees that have purchased a Digital Archive product will have perpetual access to the archive product that was purchased, per the terms of the associated purchase agreement.

c. Usage Statistics. AIPP's usage statistics (e.g., COUNTER stats) are available via SCITATION. AIPP shall enable access to itemized data for Licensee, Participating Institutions, individual campuses and labs, on a monthly basis. Statistics shall meet or exceed the most recent project Counting Online Usage of NeTworked Electronic Resources (COUNTER) Code of Practice Release, including but not limited to its provisions on customer confidentiality. When a release of a new COUNTER Codes of Practice is issued, Licensor shall comply with the implementation time frame specified by COUNTER to provide use statistics in the new standard format. It is more than desirable that the Standardized Usage Statistics Harvesting Initiative (SUSHI) Protocol is available for the Licensee to harvest the statistics.

d. AIPP shall not provide Licensee's usage statistics in any form to any third party without the Licensee's written authorization, unless the third party owns rights in the Licensed Materials or AIPP requires confidential sharing of data with business partners for internal purposes. AIPP shall not provide usage statistics of any Participating Institution in any form to any third party with the exception of the Licensee without the Participating Institution's written authorization, unless the third party owns rights in the Licensed Materials, or AIPP requires confidential sharing of data with business partners for internal purposes. In all cases, the disclosure of such data shall fully protect the anonymity of individual users and the confidentiality of their searches, and will comply with all applicable privacy laws. The AIPP shall not disclose or sell to other parties usage data or information about the Licensee, any Participating Institution or their Authorized Users without the Licensee's and/or Participating Institution's written permission or as required by law.

e. Accessibility. AIPP's Accessibility statement is available at <https://publishing.aip.org/resources/researchers/policies-and-ethics/accessibility/>. AIPP's Accessibility documents (e.g. Voluntary Product Accessibility Template, or "VPAT") are available at - <https://aip.scitation.org/pb-assets/VPAT/ScitationVPAT.docx> which AIPP may revise either at any time without notice. Licensee is responsible for reviewing all posted information.

f. Backup. In the unlikely event that AIPP is unable to provide electronic access to one or more of the journal titles that comprise the Licensed Content for an extended period of time, AIPP will cooperate with a third party vendor that has archived the Licensed Content to ensure that Licensee will be able to access the Licensed Content continuously, per the terms of this Agreement.

5. CONFIDENTIALITY

a. Definition. Either party may be exposed to certain non-public or proprietary information of the other party concerning its business, or information that due to its nature, the receiving party knows or should know is confidential, or that, if released to unauthorized persons, could be detrimental to the business interests of the disclosing party, including, without limitation, the terms of this Agreement or the Licensee's literature search results ("Confidential Information").

b. Obligations. The receiving party of Confidential Information agrees that it will: (i) not use the Confidential Information except as strictly necessary to fulfill its obligations under this Agreement; and (ii) not disclose the Confidential Information to any third party and will take every precaution to protect the confidentiality of the Confidential Information, using at least the same measures as it does to protect its own most sensitive information, and in any event no less than reasonable measures. Notwithstanding the foregoing, the receiving party may make a limited disclosure of Confidential Information if required to do so by law. The parties acknowledge that the Licensee is obliged by law: to disclose the Agreement in the Register of Contracts; and to subsequently disclose in the Register of Contracts the individual agreements on provision of access to the Licensed Content concluded between the Licensee and each Participating Institution. The total fee associated with the Agreement maybe disclosed. The fees charged to Participating Institutions may not be disclosed.

6. FEES AND PAYMENT

a. Fees. Licensee and Participating Institutions shall pay all Fees pursuant to the Custom Terms, and any other fees as set forth in the attached appendices. For the avoidance of doubt, Licensee is paying on behalf of all Participating Institutions. The Fees may be increased by AIPP upon notice, and Licensee's consent, if a print version, a new publication, and/or an additional location/Participating Institution is added by amending this agreement in compliance with public procurement law"Taxes. Licensee must pay any applicable taxes arising out of the access to the Licensed Content, and/or the products and services as set forth in the appendices, other than taxes on AIPP's net income.

The Fees shall be paid to AIPP'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.

The Fees for the Licensed Content shall be paid annually for each commenced calendar year of the duration of this Agreement in the amount set forth therein. The parties expressly state that the Fees for the year 2023 shall be paid in the whole amount, regardless of the Effective Date of this Agreement.

All the prices (Fees) and services under this Agreement are set forth as final, unchangeable and the maximum allowable and cover and include all activities relating to the performance under this Agreement. AIPP may not charge any additional costs or expenses to the Licensee, nor may Licensee pay any less than the Fees set forth herein except where expressly stated in the Agreement.

The Fees for each commenced calendar year of the duration of this Agreement shall be paid in two (2) partial payments within one invoice issued no earlier than January 1 of the calendar year to which the Fees relate with the following maturity:

- Max 50% on 15 March of the given year for which the Licensed Content are paid (maturity of the first partial payment);
- Max 50% on 15 May of the given year for which the Licensed Content are paid (maturity of the second partial payment);
- The above-mentioned maturities are applicable only if the invoice (all the invoices) is delivered to the Licensee no later than fifteen (15) days before the stated maturity of the first partial payment, i.e. by the end of February of the given year;
- If the invoice is delivered later, at the latest within fifteen (15) days prior to the due date of the second partial payment, i.e. in the term beginning from 1 March to 30 April of the given year, the due date of the first partial payment shall be within fifteen (15) days from the date of the provable invoice delivery. The maturity of the second partial payment remains unaffected;
- If the invoice is delivered later, the due date of both partial payments shall be within fifteen (15) days of the provable invoice delivery date.

The invoice shall be issued, and payable, in US dollars.

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 as stated in the Custom Terms. The invoice shall include a summary of all the Licensed Content pursuant to this Agreement. AIPP shall bear any and all costs connected with a change of the exchange rate which might arise if AIPP issues an invoice containing incorrect or incomplete information.

In the event the invoice is issued by an EU-based licensor (AIPP) or its EU-based subsidiary, the invoice shall also contain information that the reverse charge rules are maintained and followed. This duty does not apply to the licensors based outside the EU.

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 AIPP 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. AIPP shall correct the invoice in each case within 15 days as of written notification by the Licensee on incorrect or incomplete invoice. Denial of monetary performance and the related return of an invoice in accordance with this paragraph do not constitute a default in the payment by the Licensee.

Licensee's 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.

Each party shall bear its own costs in connection with this Agreement. The bank fees for the bank transfer are shared between the parties.

7. TERM AND RENEWAL

a. Term. The Initial Term of this Agreement is the period set forth in the Custom Terms. Should the Effective Date of this Agreement occur after 1 January 2023, AIPP will make, or has already made, the Licensed Content available to the Licensee, the Participating Institutions and Authorized Users in the full scope of the license stipulated herein already as of 1 January 2023 due to the necessity of access to the Licensed Content as of 1 January 2023, to the Participating Institutions and Authorized Users in the full scope of the authorization stipulated herein including all and any possible rights and authorizations such as potential archiving rights, extent of the access to the backfile content of Licensed Content or Open Access publishing under this Agreement. Performance of AIPP's obligation to ensure that the Licensed Content become available before this Agreement takes effect shall be considered entirely as a performance according to and in compliance with this Agreement.

b. Renewal. Intentionally left blank.

c. Termination of Access for Failure to Pay. If Licensee (and/or any of the Participating Institutions) fails to pay the fees pursuant to Section 6, AIPP may suspend or terminate Licensee's and/or its Participating Institutions' access to any and all of the Licensed Content, and/or any other products or services set forth in the attached appendices. If Licensee (and/or any of the Participating Institutions) wish(es) to be reinstated after AIPP suspends access to the Licensed Content for failure to pay, Licensee must first pay for the Fees from and including the time access was suspended to the end of the then-current annual subscription term. In addition, authorized copies of the Licensed Materials made by the

Authorized Users may be retained for educational purposes and used subject to the terms of this Agreement even after the termination of this Agreement.

d. Early Termination for Financial Hardship. The Licensee may terminate this Agreement, even partially with respect to particular Participating Institution or Participating Institutions, without penalty as of 31 December 2023 and subsequently every potential 31 December of the following Subscription Period if (i) sufficient content acquisitions funds are not allocated, or (ii) content acquisition funds are withdrawn or reduced, or (iii) the relevant Participating Institution does not have sufficient funds to participate, to enable the Licensee and/or Participating Institutions, in the exercise of its reasonable administrative discretion, to continue this Agreement. In the event of such financial circumstances, the Licensee will notify AIPP of the intent to terminate the Agreement or partially terminate the Agreement at least ninety (90) days before the end of the respective Initial Term. The Agreement shall terminate in the selected extent on the last day of the respective Initial term without penalty of expense to the Licensee of any kind whatsoever, except as to the portions of payments herein agreed for which funds shall have been appropriated and budgeted or otherwise available. In the event of such termination of this Agreement, the Licensee and Participating Institutions shall maintain their perpetual right to the Licensed Materials, as defined by this Agreement. No termination of this Agreement will be permitted after issuance of Licensor's invoice.

e. 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 sixty (10) 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 ten (10)-day period, the non-breaching party shall have the right to terminate the Agreement with a written notice, however, if such material breach would concern or relate merely a certain Participating Institution or Participating Institutions, AIPP has the right to terminate the Agreement only partially with respect to this or these Participating Institutions. Termination of this Agreement is effective immediately by the date of delivery of such a notice. The obligation of the parties to also remedy any other breach shall not be affected by this provision.

f. Refunds. In the event of early termination due to a breach by AIPP and pursuant to this Agreement, and except for termination for a material breach by the Licensee, the Licensee shall be entitled to a refund of any Fee or pro-rata portion thereof paid by the Licensee for any remaining period of this Agreement calculated from the date of termination.

g. Changes to Licensed Content. AIPP may change the selection of the Licensed Content from time to time, with notice to Licensee. If a journal is discontinued, the Fees may be adjusted pursuant to the mutual consent of the parties, subject to the Licensee's right to access any Licensed Content as set forth in Appendices AB & D.

8. REPRESENTATIONS AND DISCLAIMERS; LIMITATION OF LIABILITY

a. Warranty and Disclaimers. If applicable, Licensee represents that it has the authority to act on behalf of the Participating Institutions in entering into this Agreement. AIPP represents and warrants that it has all necessary legal and equitable rights, permissions and clearances to license the Licensed Content and it is authorized to grant Licensee, the Participating Institutions (if applicable), and its/their Authorized Users the rights granted herein and that use of the Licensed Content by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party. Except as set forth in the preceding sentence, the Platform and the Licensed Content are

provided on an “as-is” and “as-available” basis. AIPP makes no warranty or representation of any kind with respect to the Licensed Content or the Platform, express or implied, including its quality, originality, availability, accessibility, accuracy, performance, non-infringement, merchantability or fitness for a particular purpose, or that access to the Platform and the Licensed Content will achieve a particular result, or such access will be uninterrupted or error-free.

b. Limitation of Liability. Neither party shall be liable for exemplary, special, indirect, incidental, consequential or other similar types of damages, arising out of, relating to or connected with this Agreement, even if a party is advised or aware of the possibility of such damages. In no event shall the total aggregate liability of either party for any claims, losses or damages arising out of, relating to or connected with this Agreement exceed the amount paid or payable by the Licensee for the annual term during which the claim arose, whether in contract, tort or otherwise. The foregoing limitations do not apply to any breach of Sections 3, 5 and 6.

c. AIPP shall indemnify and hold harmless the Licensee, the Participating Institutions and Authorized Users for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from any third party claim that alleges copyright infringement or other intellectual property infringement arising from the use of the Licensed Content 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 8 shall survive the termination of this Agreement.

d. Licensee agrees to indemnify, defend, and hold AIP and the Publishers harmless from and against any and all third party claims, liabilities, demands, damages, litigation, expenses (including attorneys' fees and experts' costs, penalties and fees, if any, for the enforcement of this Agreement and otherwise for such party's defense of indemnified claims), losses and threatened losses arising from, or in connection with, breach of this Agreement. AIP agrees to indemnify, defend, and hold the Subscriber harmless from and against any and all third party claims, liabilities, demands, damages, litigation, expenses (including attorneys' fees and experts' costs, penalties and fees, if any), losses arising from, or in connection with, infringement of any third-party intellectual property. Any limitation of liability set forth in Section 8(b) shall not apply to either party for the indemnification obligations set forth in this Section 8(d).

9. GOVERNING LAW AND ARBITRATION

a. All differences and disputes that may arise out of this Agreement or in connection therewith are to be settled by direct discussions between the parties.

b. In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise good faith efforts to resolve the dispute as soon as possible. In the event that the parties cannot, by exercise of their good faith efforts, resolve the dispute, 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 that are not affected by the dispute. The party invoking mediation shall give to the other party written notice of its decision to seek informal mediation, and the notice must include a description of the issues 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 after such notice. If those designated representatives cannot resolve the dispute, the parties shall

meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute.

c. If the dispute is not resolved within thirty (30) calendar days of the meeting among the parties' executives, either party may pursue a 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 New York, USA. During such court action, the parties shall continue to perform their respective obligations under this Agreement that are not affected by the dispute.

10. GENERAL

a. Integration. This Agreement (consisting of the Custom Terms and the attached appendices, if any) contains the entire understanding of the parties regarding the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements and understandings between the parties regarding its subject matter. The Licensed Content and Fees associated therewith may be specified in a purchase order, but nothing else in a purchase order can supersede any term in the Standard Terms and Conditions without a written amendment.

b. Waiver and Modification. Unless noted otherwise in the Custom Terms, each term of these Standard Terms and Conditions may only be modified, supplemented, amended or waived in a writing signed by both parties. A waiver of a breach shall not constitute a waiver of any other breach. The failure of either party at any time to enforce any provisions of this Agreement or to exercise any right or remedy shall not be construed to be a waiver of such provisions or of such rights or remedy or the right of that party thereafter to enforce each and every provision, right or remedy.

c. Force Majeure. Neither party will be responsible for any failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, war, fire, floods, acts of civil or military authorities, strikes, work stoppages, civil unrest, power outages or disruption of transport or shipping, or riot.

d. Notices. All notices, reports and statements to be given shall be given or made: (a) by hand delivery, first class, Registered or Certified mail, return receipt requested, FedEx, UPS or any overnight delivery service providing notice of receipt, with a copy by email; or (b) by email itself. Notices to the parties shall be sent to the physical or email addresses set forth in the Custom Terms, unless notification of a change is given in writing. The date of receipt evidenced by the tracking information or email confirmations shall be deemed the date of receipt.

e. Severability. The parties agree that if any part, term, or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions of this Agreement shall not be affected thereby.

f. Assignment. The Licensee shall not assign or transfer its rights under this Agreement without the prior written consent of AIPP. If any assignment or transfer of rights by Licensee results in additional authorized locations other than those set forth in Appendix A or Participating Institutions requiring access to the Licensed Content the parties may agree on additional Fees. This shall be subject to a separate agreement of the parties, or an amendment of this Agreement. Access for the additional locations or Participating Institutions will not commence until this separate agreement, or amendment of this Agreement, is executed Unless such action would contradict with the applicable public procurement

law, AIPP may assign this Agreement in the event of any merger, reverse merger, sale, acquisition, public offering or private placement resulting in a change of ownership or control of AIPP while the same terms and conditions of the Agreement shall apply. AIPP will inform the Licensee on plans of such assignments at least 30 days in advance and provide a time of at least 14 days to evaluate such action if required under the applicable public procurement law. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

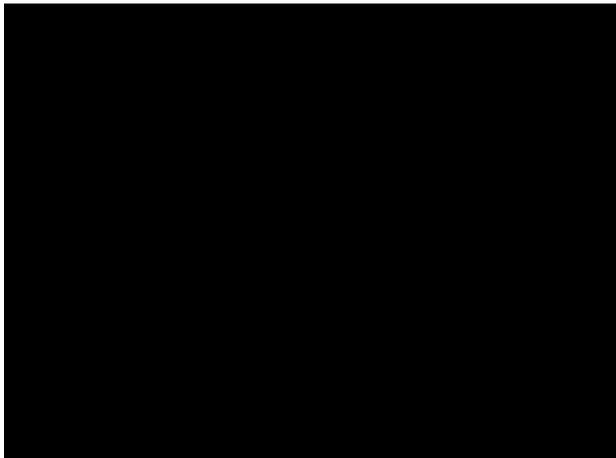
g. No Third-Party Beneficiary. The parties do not intend, and the Agreement shall not be deemed, to create any third party beneficiary rights for any person, including, without limitation, the Participating Institutions, the Authorized Users, member societies of the American Institute of Physics (“Member Societies”), and publishing partners of AIPP (“Publishing Partners”), which authorized AIPP to grant Licensee access to the Licensed Content. Licensee shall not bring any claim relating to this Agreement against the Member Societies or Publishing Partners, nor shall Licensee cause, assist or cooperate with any Participating Institutions or Authorized Users in bringing a lawsuit against Member Societies or Publishing Partners.

h. Counterparts. This Agreement may be executed in counterparts, both of which taken together will constitute one and the same document. This Agreement may be executed electronically and each party receives one electronic counterpart. 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.

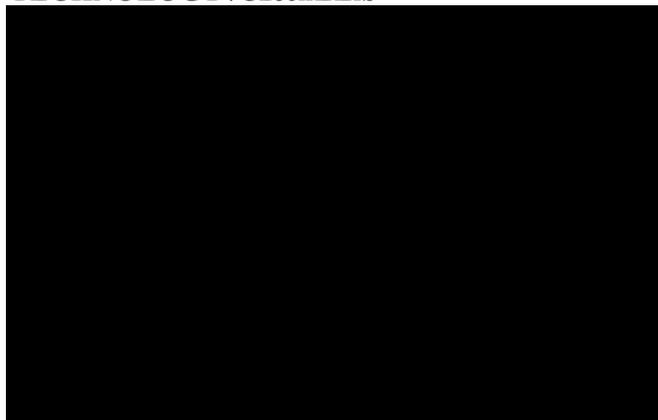
i. Order of Precedence. To the extent Licensee provides any purchase order, procurement form, or rider that contains terms that conflict or are inconsistent with the terms in this Agreement, the terms in this Agreement shall govern and be given precedence. Any language in any purchase order, procurement form, rider, or any other writing that purports to change the terms of this Section 10(i) without specifically referencing this section of this Agreement is inoperative.

j. Survival. Sections 3, 5, 6, 8, 9 and 10, and any other provisions that are intended to survive, shall survive the expiration or termination of this Agreement.

The parties have executed this Agreement (consisting of Part 1- Custom Terms, Part 2 – Standard Terms and Conditions, and any appendices attached) as of the Effective Date.



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APPENDIX A
Licensee; Consortium’s Participating Institutions and/or Sites

Licensee:

Authorized Location(s) / Participating Sites:

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000001164598	Brno University of Technology					
000001000785	Ceske Vysoke Uceni Technicke v Praze					
000001000941	Charles Univ in Prague					
000001075121	ELI Beamlines - International Laser Research Centre					
000001164334	Heyrovsky Institute					
000001002411	Inst of Scientific Instruments of the CAS					
000001000947	Institute of Chem Tech Prague					
000001183094	Institute of Physics of the CAS					
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000001443028	Silesian University at Opava					
Total						

Institutions with Subscriptions will retain Post-Cancellation rights for each of the years in which the account holds a subscription. Institutions with Access Fees will not have Post-Cancellation rights to those titles.

APPENDIX B
Licensed Content

Table 1

Title	Frontfile & Backfile Coverage	Frontfile Coverage	Read	Publish
AIP Conference Proceedings	1970 – Current	1999 - Current	✓	Optional
American Journal of Physics	1933 – Current	1999 - Current	✓	✓
Applied Physics Letters	1962 – Current	1999 - Current	✓	✓
Applied Physics Reviews	1980 – Current	1999 - Current	✓	Optional
AVS Quantum Science	2019 – Current	2019 – Current	Optional	Optional
Biointerphases	2006 – Current	2006 – Current	✓	✓
Biomicrofluidics	2007 – Current	2007 – Current	✓	Optional
Biophysics Reviews	2020 – Current	2020 – Current	Optional	Optional
Chaos	1991 – Current	1999 - Current	✓	✓
Chemical Physics Reviews	2020 - Current	2020 - Current	Optional	Optional
Chinese Journal of Chemical Physics	2006 – Current	2006 – Current	✓	Optional
Journal of Applied Physics	1931 – Current	1999 - Current	✓	✓
Journal of Laser Applications	1988 – Current	1999 - Current	✓	Optional
Journal of Mathematical Physics	1960 – Current	1999 - Current	✓	✓
Journal of Physical and Chemical Reference Data	1972 – Current	1999 - Current	✓	✓
Journal of Renewable and Sustainable Energy	2009 – Current	2009 – Current	✓	Optional
Journal of Rheology	1929 – Current	1999 - Current	✓	✓
Journal of the Acoustical Society of America	1929 – Current	1999 - Current	✓	Optional
Journal of the Physical Society of Japan	1946 – Current	1946 - Current	✓	N/A
Journal of Vacuum Science and Technology A	1964 – Current	1999 - Current	✓	✓
Journal of Vacuum Science and Technology B	1964 – Current	1999 - Current	✓	✓
LIA Conference Proceedings	1982 – Current	1999 - Current	✓	Optional
Low Temperature Physics	1997 – Current	1999 - Current	✓	Optional
Physics of Fluids	1958 – Current	1999 - Current	✓	✓
Physics of Plasmas	1958 – Current	1999 - Current	✓	✓
Physics Today	1948 – Current	1999 - Current	✓	N/A
Review of Scientific Instruments	1930 – Current	1999 - Current	✓	✓
Surface Science Spectra	1992 – Current	1999 - Current	✓	✓
The Journal of Chemical Physics	1933 – Current	1999 - Current	✓	✓
The Physics Teacher	1963 – Current	1999 - Current	✓	✓

Subscribed Titles of individual Participating Institutions (with post-cancellations access pursuant to 4.b)

Account #	Participant	Title	Subscription/ Access only
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1164598	Brno University of Technology	American Journal of Physics Frontfile/ Backfile	Subscription
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1164598	Brno University of Technology	Journal of Physical and Chemical Reference Data Backfile	Access
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1164598	Brno University of Technology	Journal of Rheology Frontfile	Access
1164598	Brno University of Technology	Journal of the Acoustical Society of America Backfile	Access
1164598	Brno University of Technology	Journal of the Acoustical Society of America Frontfile	Access
1164598	Brno University of Technology	Journal of the Physical Society of Japan Online	Access
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1164598	Brno University of Technology	Journal of Vacuum Science and Technology A Frontfile	Access
1164598	Brno University of Technology	Journal of Vacuum Science and Technology B Backfile	Access
1164598	Brno University of Technology	Journal of Vacuum Science and Technology B Frontfile	Access
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Account #	Participant	Title	Subscription/ Access only
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1000785	Ceske Vysoke Uceni Technicke v Praze	Journal of the Physical Society of Japan Online	Access

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1000785	Ceske Vysoke Uceni Technicke v Praze	LIA Conference Proceedings Frontfile	Access
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1000947	Institute of Chem Tech Prague	Low Temperature Physics Frontfile	Access
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