

# Smlouva o zajištění elektronických informačních zdrojů č. 4P30211

## 1. Smluvní strany

Albertina icome Praha s.r.o., Štěpánská 16, 110 00 Praha 1  
IČ: 49612158 DIČ: CZ49612158  
registrace: Městský soud v Praze, oddíl C, vložka 20775  
bankovní spojení: XXX  
ID datové schránky: j5tzakn  
zastoupená: XXX

(dále jen "dodavatel")

a

Státní ústav pro kontrolu léčiv, Šrobárova 48, Praha 10 – Vinohrady, 100 41  
IČ: 00023817  
bankovní spojení: ČNB, č. ú. 623101/0710  
zastoupená: Mgr. Kateřinou Podrazilovou, Ph.D., ředitelkou

(dále jen "odběratel")

## 2. Předmět smlouvy

- 1) Předmětem smlouvy je zajištění elektronického informačního zdroje uvedeného v příloze 1 této smlouvy (dále jen "produkt") pro odběratele. Produkt je poskytován formou online přístupu k serverům poskytovatele licence uvedeného v příloze 1 této smlouvy (dále jen „poskytovatel“), a to na dvanáctiměsíční období počínaje od 1. 12. 2023 (nejdříve však ode dne účinnosti smlouvy).
- 2) Dodavatel je smluvním partnerem poskytovatele a zároveň oprávněným autorizovaným distributorem. Dodavatel je oprávněn zprostředkovat tyto licence k produktu v ČR (zprostředkovat uzavření licenční smlouvy mezi poskytovatelem a odběratelem). Dodavatel prohlašuje, že není nabyvatelem těchto licencí na základě licenčních smluv mezi poskytovatelem a dodavatelem.

## 3. Smluvní vztahy

- 1) Dodavatel se zavazuje zpřístupnit produkt odběrateli nejpozději k datu uvedenému v článku 2 odst. 1 této smlouvy, nejdříve však 10 pracovních dnů ode dne účinnosti smlouvy. Pro případ porušení tohoto závazku se sjednává smluvní pokuta ve výši 0,05% z ceny plnění denně za každý i jen započatý den prodlení.
- 2) Odběratel podpisem této smlouvy souhlasí s licenčními podmínkami uvedenými v Příloze 2 - Mandatory General Pass Through Terms a Solution Specific Pass Through Terms.
- 3) Dodavatel neodpovídá za to, jak aktuální a kvalitní informace jsou ve zpřístupňovaných informačních zdrojích k dispozici. Dodavatel rovněž neodpovídá za případnou existenci poruch v přístupu k informačním zdrojům či jejich dočasnou nedostupnost, kterou nezavinil porušením svých povinností.
- 4) Dojde-li během trvání této smlouvy k významným změnám na straně poskytovatele (např. k zásadním změnám v charakteru nebo složení dodávaných elektronických informačních zdrojů, k ukončení poskytování klíčových z nich, k ukončení činnosti poskytovatele apod.) a dodavatel se o takovéto změně dozví, je dodavatel povinen na tuto skutečnost odběratele co nejdříve upozornit a zároveň navrhnout způsob řešení dané situace (např. náhradu jiným elektronickým informačním zdrojem podobného charakteru apod.). Nebude-li odběratel souhlasit s navrhovaným řešením, je dodavatel

oprávněn vypovědět plnění smlouvy v dotčené části s výpovědní dobou 30 dní. Ostatní ustanovení smlouvy zůstávají v platnosti.

- 5) Dodavatel a odběratel se dohodli, že právo na náhradu škody jedné smluvní straně způsobené druhou smluvní stranou nikoli úmyslným porušením povinnosti stanovené touto smlouvou se omezuje tak, že odpovědná smluvní strana je povinna nahradit škodu nejvýše v částce rovné ceně za předmět plnění dle článku 4 této smlouvy (a přílohy č. 1 této smlouvy).

#### **4. Cena a platební podmínky**

- 1) Cena za plnění v rámci této smlouvy se stanovuje dohodou mezi odběratelem a dodavatelem ve výši dle přílohy 1 této smlouvy. V případě, že by ke dni doručení smlouvy podepsané odběratelem dodavateli došlo ke změně kurzu devizy-prodej UniCredit Bank Czech Republic and Slovakia, a.s. výchozí měny oproti kurzu použitému v kalkulaci (uveden v příloze 1 této smlouvy) o více než 0,5%, mění se smluvní cena automaticky na cenu přepočtenou kurzem aktuálním ke dni fakturace dodavatelem. Právo fakturovat vzniká dodavateli dnem podpisu smlouvy oběma smluvními stranami. Dnem fakturace, který je zároveň dnem uskutečnění zdanitelného plnění, dochází k poskytnutí práva k využití produktů.
- 2) Odběratel uhradí cenu na základě faktury vystavené dodavatelem ve lhůtě splatnosti 15 dní ode dne doručení faktury odběrateli. Odběratel má právo vrátit fakturu k doplnění v případě, že tato nespĺňuje požadavky platných právních předpisů, v tom případě se počítá splatnost až ode dne doručení opravené faktury.
- 3) Pro případ prodlení odběratele se zaplacením faktury se sjednává smluvní pokuta ve výši 0,05% z ceny plnění denně za každý i jen započatý den prodlení, která je splatná do 10 dnů ode dne doručení výzvy k jejímu zaplacení.
- 4) Uhrazením ceny stanovené v této smlouvě dojde k uhrazení veškerých nákladů na užívání produktu vzniklých na straně dodavatele v uvedeném období.

#### **5. Ostatní ujednání**

- 1) Doba plnění se stanoví na období od 1.12.2023 do 30.11.2024. V případě, že v průběhu doby plnění dojde k omezení přístupu k produktu, nebo se sníží rozsah poskytovaných informací, je dodavatel povinen uhradit odběrateli poměrnou část ceny předmětu této smlouvy, a to za dobu, po kterou neměl odběratel možnost produkt využívat. Toto neplatí v případě, že nemožnost využívat produkt zavíní odběratel.
- 2) V případě, že odběratel nemá možnost využívat předmět smlouvy déle než 20 dní, má právo odstoupit od smlouvy, přičemž dodavatel je povinen vrátit poměrnou část ceny za plnění, po kterou odběratel nebude produkt využívat. V takovém případě se neuplatní ustanovení článku 6 odst. 2 této smlouvy.
- 3) Odstoupením od smlouvy nezanikají ani jedné smluvní straně práva na náhradu škody, ani na vyplacení smluvní pokuty.

#### **6. Závěrečná ustanovení**

- 1) Smlouva se uzavírá na dobu určitou podle článku 2, resp. článku 5 této smlouvy a je možno ji prodloužit dohodou smluvních stran.
- 2) Od smlouvy lze odstoupit v případě podstatného porušení smluvních závazků druhou stranou, a to doručením písemného odstoupení od smlouvy, v němž bude sdělena skutečnost, v níž je spatřováno podstatné porušení smlouvy. Podstatným porušením smluvního závazku ze strany odběratele je zejména prodlení se zaplacením roční ceny přesahující 20 dnů. Odstoupením od smlouvy z důvodu podstatného porušení smluvních povinností jedné ze stran není dotčen nárok druhé strany na zaplacení ceny plnění nebo smluvní pokuty, dle povahy nároku, vzniklé na základě ustanovení této smlouvy. Dále lze smlouvu ukončit dohodou smluvních stran.

- 3) Veškeré změny a doplňky této smlouvy musí být učiněny písemnou formou a podepsány oprávněnými zástupci obou smluvních stran. Pro účely doručování právních jednání smluvních stran činěných na základě této smlouvy (výpověď, odstoupení, návrh dodatku či dohody) nebo doručování výzev apod. se uplatní ustanovení § 573 zákona č. 89/2012 Sb., občanského zákoníku. Smluvní strany si dohodly následující pravidla doručování zásilek obsahujících právní jednání nebo výzvu: zásilky jsou zasílány doporučeně, prostřednictvím držitele poštovní licence, na adresu smluvní strany uvedenou v této smlouvě, nebo jinou později oznámenou adresu.
- 4) Tato smlouva je uzavřena podle § 1746 odst. 2 občanského zákoníku a ve věcech neupravených touto smlouvou se práva a povinnosti smluvních stran řídí v celém rozsahu příslušnými ustanoveními občanského zákoníku, pokud není v této smlouvě sjednáno odchylně jinak. Smluvní strany si v souladu s § 630 odst. 1 občanského zákoníku ujednaly odchylně od § 629 odst. 1 občanského zákoníku pro práva vyplývající z této smlouvy nebo jejího porušení delší promlčecí lhůtu počítanou ode dne, kdy právo mohlo být uplatněno poprvé, a to promlčecí lhůtu v trvání pěti let, tím však není vyloučeno ustanovení § 639 občanského zákoníku.
- 5) Tato smlouva nabývá platnosti dnem jejího podpisu oběma smluvními stranami a účinnosti dnem jejího uveřejnění v registru smluv, které zajistí odběratel. Smlouva je vyhotovena ve 2 vyhotoveních, která mají všechna platnost originálu. Každý z účastníků smlouvy obdrží jedno vyhotovení.

### **Přílohy smlouvy:**

1. Příloha 1 – produkty, poskytovatelé a ceny
2. Příloha 2 – Mandatory General Pass Through Terms

V Praze dne 10.10.2023

V Praze dne 13.10.2023

Za dodavatele

Za odběratele

\_\_\_\_\_  
XXX

\_\_\_\_\_  
Mgr. Kateřina Podrazilová, Ph. D.

ředitelka Státního ústavu pro kontrolu léčiv

## **Příloha 2 – Mandatory General Pass Through Terms**

### **EXHIBIT 1-A**

#### **MANDATORY GENERAL PASS THROUGH TERMS**

##### **1. LICENSE GRANT**

Subject to all the conditions in the Agreement, during the Term, Reseller hereby grants Customer, and Customer hereby accepts from Reseller, a limited, revocable, non-exclusive and non-transferable right and license to access and use the Licensed Materials in conformance with any applicable Permitted Use. This is not a sale of the Licensed Materials or of a copy of the Licensed Materials. Any use or attempted use of the Licensed Materials other than for any applicable Permitted Use and in accordance with this Agreement is prohibited.

##### **2. WARRANTIES AND REMEDIES**

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

RESELLER AND ITS LICENSORS AND THEIR AFFILIATES MAKE AND CUSTOMER RECEIVES NO WARRANTY, CONDITION, OR REPRESENTATION WITH RESPECT TO THE LICENSED MATERIALS, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY RESELLER AND ITS LICENSORS, OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF COMPREHENSIVENESS, SATISFACTORY QUALITY, SUITABILITY, AVAILABILITY, PERFORMANCE, COMPATIBILITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT).

RESELLER AND ITS LICENSORS MAKE NO WARRANTY THAT THE LICENSED MATERIALS SATISFY GOVERNMENT REGULATIONS REQUIRING DISCLOSURE ABOUT PRESCRIPTION DRUG CONTENT OR THAT ANY CODES, PRICES, OR OTHER DATA CONTAINED IN THE LICENSED MATERIALS ARE ACCURATE, IT BEING UNDERSTOOD THAT THE INFORMATION REFLECTING PRICES IS NOT QUOTATION OR AN OFFER TO SELL OR PURCHASE AND DOES NOT NECESSARILY REPRESENT THE ACTUAL PRICES CHARGED OR PAID IN A SINGLE TRANSACTION OR GROUP OF TRANSACTIONS. NO EMPLOYEE, CONSULTANT, REPRESENTATIVE OR AGENT OF RESELLER OR ITS LICENSORS IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS THE WARRANTIES AND LIMITATIONS CONTAINED IN THIS AGREEMENT.

RESELLER AND ITS LICENSORS DO NOT ASSUME, AND EXPRESSLY DISCLAIM, ANY OBLIGATION TO OBTAIN AND INCLUDE ANY INFORMATION OTHER THAN THAT PROVIDED IN THE LICENSED MATERIALS. BY MAKING THE LICENSED MATERIALS AVAILABLE, RESELLER AND ITS LICENSORS ARE NOT ENDORSING OR ADVOCATING THE USE OF ANY CONTENT OR INFORMATION DESCRIBED IN THE LICENSED MATERIALS, NOR ARE THEY RESPONSIBLE FOR MISUSE OF LICENSED MATERIALS DUE TO, OR OTHER CONSEQUENCE OF, ANY TYPOGRAPHICAL ERROR OR OTHER INACCURACY. ADDITIONAL INFORMATION ON ANY LICENSED MATERIALS MAY BE OBTAINED FROM THE MANUFACTURER. RESELLER AND ITS LICENSORS DO NOT WARRANT THAT THE LICENSED MATERIALS (OR ANY SERVICES) WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. FURTHERMORE, RESELLER AND ITS LICENSORS DO NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE LICENSED MATERIALS. LICENSED MATERIALS MAY BE PROVIDED WITH THIRD PARTY PLUG-INS OR OTHER THIRD PARTY SOFTWARE, OR MAY BE PROVIDED AS A PLUG-IN FOR, OR OTHERWISE IN ASSOCIATION WITH, THIRD PARTY SOFTWARE. USE OF ANY SUCH THIRD PARTY SOFTWARE WILL BE GOVERNED BY THE APPLICABLE LICENSE AGREEMENT, IF ANY, WITH SUCH THIRD PARTY. RESELLER AND ITS LICENSORS ARE NOT RESPONSIBLE FOR ANY THIRD PARTY SOFTWARE AND WILL HAVE NO LIABILITY OF ANY KIND FOR CUSTOMER'S OR AUTHORIZED USERS' USE OF SUCH SOFTWARE AND MAKE NO WARRANTIES WITH RESPECT THERETO.

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

### 3. INDEMNITY

a. **Indemnity.** If an action is brought against Customer claiming that the Licensed Materials infringes a copyright or misappropriates a trade secret ("Infringement Claim"), Reseller will defend Customer at Reseller's expense and, subject to this Section and Section 5, pay the damages and costs finally awarded against Customer in the infringement action, but only if (i) Customer notifies Reseller promptly upon learning that the claim might be asserted, (ii) Reseller or its designee has sole control over the defense of the claim and any negotiation for its settlement or compromise, and (iii) Customer provides Reseller and its designees with reasonable assistance, information and authority necessary to perform its defense and indemnification obligations.

b. **Infringement Remedy.** If an Infringement Claim may have, or has, been asserted, Customer will permit Reseller, at Reseller's option and expense, to (i) procure the right to continue using the Licensed Materials, (ii) replace or modify the Licensed Materials to eliminate the infringement while providing functionally equivalent performance, or (iii) accept the return of the Licensed Materials and refund the Customer the license fee actually paid to Reseller for such Licensed Materials, less depreciation based on a five (5) year straight line depreciation schedule.

c. **Limitation.** Reseller will have no indemnity obligation to Customer under this Section if the Infringement Claim results from (i) a correction or modification of the Licensed Materials not provided by Reseller, (ii) the failure to promptly install the Enhancement, if installation of such Enhancement would have avoided the infringement, or (iii) the combination of the Licensed Materials with other items not provided by Reseller, but only if the claim would not have arisen from use of the Licensed Materials alone. Reseller acknowledges that this Section 4 states its exclusive remedy and Reseller's and its licensors' sole liability, in connection with any claim of infringement or misappropriation.

#### 4. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL RESELLER, ITS LICENSORS OR RELATED PERSONS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF CUSTOMER OR ITS CUSTOMERS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, OR USE OF THE LICENSED MATERIALS, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY OR REMEDY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH RESELLER, ITS LICENSORS, AND RELATED PERSONS MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO RESELLER BY CUSTOMER USER FOR THE SPECIFIC ITEM THAT DIRECTLY CAUSED THE DAMAGE. THIS SECTION WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY, DESPITE THE FOREGOING EXCLUSION AND LIMITATION.

#### 5. OWNERSHIP

All trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights in or related to the Licensed Materials are and will remain the exclusive property of Reseller or its licensors, whether or not specifically recognized or perfected under local applicable law. Customer will not take any action that jeopardizes Reseller's or its licensors' proprietary rights or acquire any right in the Licensed Materials, except the limited use rights specified herein. Reseller or its licensors will own all rights in any copy, translation, modification, adaptation or derivation of the Licensed Materials, including any improvement or development hereof.

#### 6. CONFIDENTIALITY

a. **Confidentiality.** Customer acknowledges that the Licensed Materials constitute and incorporate confidential and proprietary information developed or acquired by or licensed by Reseller. Customer will take all reasonable precautions necessary to safeguard the confidentiality of the Licensed Materials, including at a minimum those taken by Customer to protect Customer's own confidential information. Customer will not allow the removal or defacement of any confidential or proprietary notice placed on the Licensed Materials. The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature.

b. **Disclosure.** Customer will not disclose, in whole or in part, the Licensed Materials or any portion thereof, or other information that has been designated as confidential, to any individual, entity or other person, except to those of Customer's employees or consultants who require access for Customer's authorized use of the Licensed Materials, provided such consultants agree in writing to comply with the use and non-disclosure restrictions applicable to the Licensed Materials under this Agreement. Customer acknowledges that any unauthorized use or disclosure of the Licensed Materials may cause irreparable damage to Reseller and its licensors. If an unauthorized use or disclosure occurs, Customer will immediately notify Reseller and take, at Customer's expense, all steps which may be available to recover the Licensed Materials and to prevent their subsequent unauthorized use or dissemination.

c. **Limitation.** Customer will have no confidential obligation with respect to any portion of the Licensed Materials that (i) Customer knew or independently developed before receiving such Licensed Materials under this Agreement, (ii) Customer lawfully obtained from a third party under no confidentiality obligation, or (iii) is or becomes available to the public other than as a result of any act or omission by Customer or any of its employees or consultants, or (iv) Customer is compelled to disclose pursuant to legal process provided by a court of competent jurisdiction. Provided that with respect to (iv) above, Customer will notify Reseller as promptly as possible after determining that such disclosure is required, and, in any event, before such disclosure is made or permitted notify Reseller of the intention to make such disclosure in order that Reseller may have an

opportunity to object to such disclosure or to obtain a protective order or other appropriate relief with respect to such confidential information.

## **7. TERMINATION**

Either party may terminate this Agreement, immediately upon notice and without judicial or administrative resolution, if the other party or any of its employees or consultants breach any term or condition hereof which breach is not cured to the reasonable satisfaction of the notifying party within 30 days of its receipt of notice specifying the breach and demanding its cure. This Agreement will terminate automatically if Customer becomes insolvent or enters into bankruptcy, suspension of payments, moratorium, reorganization, or any other proceeding that relates to insolvency or protection of creditor's rights. Upon termination of this Agreement for any reason, all rights granted to Customer hereunder will cease, and Customer will promptly (i) purge the Licensed Materials from all of Customer's computer systems, storage media and other files, (ii) destroy the Licensed Materials and all copies thereof, and (iii) deliver to Reseller an affidavit which certifies that Customer has complied with these termination obligations. The provisions of this Agreement shall survive termination of this Agreement to the extent necessary to give such provisions their intended meaning and affect.

## **8. ASSIGNMENT**

Customer will not assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without Reseller's prior approval. In the event that Reseller ceases to be WKCDI's authorized distributor for any reason, then Reseller's rights in and to this Agreement shall automatically and irrevocably transfer to WKCDI by assignment and Customer hereby consents and agrees to such transfer or assignment. No further action, writing, or documentation shall be required for such assignment to take place.

## **9. U.S. EXPORT RESTRICTIONS**

Customer acknowledges that the Licensed Materials and all related technical information, documents and materials are subject to export controls under the U.S. Export Administration Regulations. Customer will (a) comply strictly with all legal requirements established under these controls, (b) cooperate fully with Reseller or WKCDI in any official or unofficial audit or inspection that relates to these controls, and (c) not export, re-export, divert or transfer, directly or indirectly, any such item or direct Licensed Materials thereof to Cuba, Iran, North Korea, Syria, Sudan, or any additional country that is embargoed by Executive Order or economic sanctions program, unless Customer has obtained prior written authorization of Reseller, WKCDI, the U.S. Commerce Department and the Office of Foreign Assets Control, U.S. Department of the Treasury. Upon notice to Customer, Reseller may modify this list to conform to changes in the foregoing regulations.

## **10. U.S. GOVERNMENT LIMITED RIGHTS NOTICE**

Any access to the Licensed Materials provided under contract to the U.S. Government is provided with limited rights. The Licensed Materials consist of data, as defined in 48 CFR 27.401 or 48 CFR 27.404-2(a), as applicable, and restricted computer software as defined in 48 CFR 27.401. The Licensed Materials may be reproduced and used by the U.S. Government, provided that they will not be used for or in connection with manufacturing and will not be disclosed outside of the U.S. Government or to any U.S. Government contractor, without the prior express written permission of Reseller.

## **11. PRIVACY / HIPAA**

Neither Reseller nor WKCDI collects any individually identifiable health information from Customer.

WKCDI reserves the right to track and collect for its internal purposes personal information about Authorized Users of the Licensed Materials, including without limitation: the URL that the user has come from (whether this URL is on its Website or not), the URL the user goes to next (whether this URL is on its Website or not), the Internet browser that is being used, the type of operating system used, the Authorized User's location, and the Authorized User's IP address. An Authorized User's IP address may be used for system administration purposes and to track a user's session, in order to give WKCDI an understanding as to which parts of its database Authorized Users are visiting. Reseller may use such information for purposes including but not limited to improving the

content of its database, marketing, advertising, reports to Customer, or research. WKCDI may send information and notices of new services to registered Authorized Users.

WKCDI reserves the right to release current or past user information, whether or not the information identifies a particular person, internally within WKCDI or to third parties for limited purposes in the event WKCDI believes that the Licensed Materials are being used in violation of this Agreement or to commit unlawful acts, and/or if WKCDI is required to disclose information to comply with applicable laws or regulations, or with a court or administrative order.

Except as stated in the above paragraph, WKCDI will not share with unaffiliated third parties information specific to Authorized Users or share information regarding specific IP addresses. WKCDI is, however, free to disclose aggregate non-personal user information to third parties.

## **12. GOVERNING LAW**

This Agreement will be governed in all respects by the laws of the Commonwealth of Massachusetts, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. The parties consent and agree that all cases, claims, and controversies based upon this Agreement shall be adjudicated only in a Massachusetts state or federal court located in Suffolk County, Massachusetts. Each party consents to the jurisdiction of such courts over any such case, claim, or controversy, to such courts being the proper venue therefore, and to the jurisdiction of such courts over each of the parties. Each party waives, to the fullest extent permitted by law, (a) any objection which it may now or later have to the laying of venue of any action or proceeding arising out of or relating to this Agreement brought in any state or federal court located in Suffolk County, Massachusetts; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum. THE PARTIES WAIVE TRIAL BY JURY IN CONNECTION WITH ANY CLAIM, ACTION OR SUIT ASSERTED, BROUGHT OR ARISING UNDER THIS AGREEMENT.

## **13. ACCESS TO BOOKS AND RECORDS**

To address the requirements of Section 952 of Public Law 96-499 (42 US Code 1395 (x) V (I)), Reseller agrees that it will, until the expiration of four years after the furnishing of the services provided pursuant to this agreement, upon the written request of an appropriate federal official as defined by the statute, make available to the Secretary of Health and Human Services or the Comptroller General or to any of their duly authorized representatives, this Agreement, and those books, documents and records of Reseller pertaining only to this Agreement as are necessary to verify the nature and extent of the services provided under this agreement and the charges levied, and payments made, for the services set forth in this Agreement. Reseller will not carry out any services through a subcontract with another organization and the duties under this Agreement may not be assigned or delegated.

## **14. AUDIT**

Customer agrees that Reseller may audit Customer's use of the Licensed Materials for compliance with these terms at any time, upon reasonable notice. In the event that such audit reveals any use of the Licensed Materials by Customer other than in full compliance with the terms of the Agreement, Customer shall reimburse Reseller for all reasonable expenses related to such audit in addition to any other liabilities Customer may incur as a result of such non-compliance.

## **15. THIRD PARTY RIGHTS**

Customer acknowledges that the provisions of this Agreement are intended to inure to the benefit of Wolters Kluwer Clinical Effectiveness ("WKCDI"). If Customer breaches any of these provisions, Reseller and/or WKCDI will be entitled to enforce this Agreement directly against Customer, whether in Reseller's or WKCDI's name. Customer further acknowledges that Reseller executes this Agreement as principal on its own behalf and, exclusively to accept or otherwise perfect WKCDI's rights against Customer, as agent on behalf of WKCDI. In addition to any rights that Reseller may have to suspend or terminate access to the Licensed Materials if the



Customer fails to pay any invoice by the due date, or if WKCDI suspects that Customer is engaging activities that violate the law or the terms of this Agreement (the right to suspend or terminate such Customer's access to the Licensed Materials may be with, or without, advanced notice to either Customer or Reseller). Reseller shall have the right, without violating any confidentiality provision or any other provision of this Agreement, to disclose this Agreement to WKCDI or its affiliates.

## EXHIBIT 1-B

### SOLUTION SPECIFIC PASS THROUGH TERMS

THE FOLLOWING SOLUTION SPECIFIC PASS THROUGH TERMS WILL APPLY AS SET FORTH BELOW.

For purposes of the terms set forth in this Exhibit 1-B, Reseller shall include a provision in the Customer License Agreement that states the term Licensed Materials shall refer only to the specific Solution(s) set forth in the applicable terms and those terms shall be expressly identified as so limited (this will not limit the scope of the term elsewhere). If the term Authorized User is defined in any reference to any Solution specific terms, then Reseller shall include a provision in the Customer License Agreement that states the term Authorized User shall refer only to users of the specific Solution(s) set forth in the applicable terms and those terms shall be expressly identified as so limited (this will not limit the scope of the term elsewhere).

Subscription and License Terms (the "Terms") set out the terms and conditions on which Reseller will supply Customer ("Customer" or "Customer's") with a subscription to UpToDate® online ("UpToDate") as set forth below. Capitalized terms may be defined in this letter or in the attached Terms; together, the letter and the Terms are defined as the "Agreement."

#### 1. TERM

The Term of Customer's subscription will commence on 1.12.2023 and end on 30.11.2024. Customer shall have Access to the Licensed Materials during the Term.

#### 2. DEFINITIONS

"Access": Viewing, searching or displaying any page of the Licensed Materials, whether such pages are viewed by means of connection to a network or from storage in any storage medium.

"Licensed Materials": UpToDate® online database, software and user documentation.

#### 3. MARKETING SUPPORT

Reseller will assist Customer in maximizing usage of the Licensed Materials during the subscription period by providing informational materials for Customer's distribution to Authorized Users, subject to the terms and conditions of this Agreement. Customer grants the right to Reseller and UpToDate, Inc. to include Customer's name in UpToDate, Inc.'s list of subscribers.

#### 4. SYSTEMS PERFORMANCE

During the term of the subscription, UpToDate online content will be updated by UpToDate, Inc. During this time, UpToDate online may be down for up to 2 hours, and users Accessing the Licensed Materials at this time will see a notice that UpToDate online is being updated. Reseller may, in its sole discretion, provide more frequent updates and enhancements, if applicable, as and when they are released. Nothing in this Agreement obligates Reseller to furnish more frequent updates or to create enhancements.

For online access from a desktop (or laptop) computer, UpToDate online is validated for use with the current versions of the following browsers and the technical specifications UpToDate supports. For a current list of those technical specifications please see: <http://www.uptodate.com/help/manual/sysreq>.

UpToDate online is hosted by a Tier 1 service provider so the site will be operational at least 99.5% of the time. However, technical failures, routine maintenance, and transient Internet conditions may render the site temporarily unavailable.

Neither Reseller nor WKCDI shall be liable, or considered in default, under this Agreement for delays or failures of performance caused by circumstances beyond the party's reasonable control, provided each party immediately provides notice to the other and does everything reasonably possible to resume its performance.

## 1. SUBSCRIBER MANAGER CONSOLE

This UpToDate Anywhere subscription allows Customer to manage the issuance of usernames via UpToDate's Subscriber Manager Console (the "Console"). Customer's subscriber administrator may invite individuals to establish usernames and password in order to Access the Licensed Materials. Once an individual establishes a username and password they become an Authorized User. The number of individuals invited is limited to the Maximum Total Number of Unique Authorized Users listed below. Authorized Users may Access the Licensed Materials via any Internet-enabled device, including laptops, desktop computers, and mobile devices such as the iPhone and Android devices. UpToDate MobileComplete™ enables Customer's Authorized Users to download UpToDate clinical content locally to their mobile device. With this local version, clinicians can search the complete database of evidence-based recommendations with or without an Internet connection.

## 2. CONFIRMATION OF CUSTOMER INFORMATION

### *Operating Statistics*

Total Maximum Number of Unique Authorized Users: 10

## 3. ADDITIONAL DEFINITIONS

"Authorized Users": Customer's employees or other professionals affiliated with Customer, who have been invited by Customer Subscriber Administrator via the Console and established a username and password.

"Subscriber Manager Administrator": the person designated by Customer as set forth in **Schedule 1**, who is granted the ability to invite individuals via the Console to become Authorized Users by creating a username and password. The Administrator will also be able to deactivate as well as reactivate Authorized Users (see <http://www.uptodate.com/home/administrator-resources>).

## 4. AUTHORIZED ACCESS

Customer acknowledges that the Licensed Materials are for the use of the Authorized Users only. Access by Authorized Users from any location is permitted so long as Access occurs exclusively via the username and password.

## 5. USER ACCESS RESTRICTIONS

Customer may not allow or facilitate any Access to the Licensed Materials by any persons who are not Authorized Users. Access to persons who are not Authorized Users is prohibited no matter how such Access is obtained. Customer shall notify UpToDate (and Reseller) promptly if Customer becomes aware of any Access to the Licensed Materials by users within Customer's organization who are not Authorized Users.

## 6. NO MARKETING OR PROMOTION

Use of licenses for marketing or promotional efforts is strictly prohibited and will result in immediate termination of this Agreement.

Schedule 1

## Subscriber Manager Administrator

Please provide the name, contact information and email address of the individual assigned to the role of Subscriber Manager Administrator (“Administrator”). The Administrator will be responsible for using the Console to manage access rights for Customer’s Authorized Users, including the ability to issue the initial invitation to individuals to create a username and password and become Authorized Users. The Administrator username and password grant Access exclusively to the Console; said username and password do not grant Access to the UpToDate® online content.

Name: XXX  
Address: Státní ústav pro kontrolu léčiv, Šrobárova 48  
City, State, Zip: Praha 10 - Vinohrady, 100 41, Czech Republic  
Telephone: XXX  
Email address: XXX