

License Agreement (“LA”)

This LA is entered into by and between Scite, LLC (“**Scite**”), a Delaware corporation located at 10624 S. Eastern Ave Henderson, NV, 89052, USA, and the customer identified in the table below (“**Customer**”) and is made effective as the date set forth on the signature pages hereto (the “**Effective Date**”) to govern the provision of Scite’s proprietary application program interface and software-as-a-service platform (collectively, the “**Scite Platform**”), along with any implementation, integration, configuration, customization and support services to be delivered by Scite to Customer hereunder (collectively, the “**Support Services**”).

Customer Name: Technical University of Liberec	
Name: doc. RNDr. Miroslav Brzezina, CSc., dr. h. c. Title: Rector Email: Address: Studentská 1402/2 461 17 Liberec Czech Republic	Billing Contact Information (if different from Business Contact Information): Payment via Reseller Partner Albertina icome Praha s.r.o. Štěpánská 16 110 00 Praha 1 Czech Republic VAT No.: CZ49612158 Email:

Scite Billing and Fees

The term of this LA begins on the Effective Date and continues for TWELVE (12) months thereafter (the “**Initial Term**”). Following the Initial Term, the parties may renew this LA for successive additional TWELVE (12)-month terms (each, a “**Renewal Term**” and together with the Initial Term, the “**Term**”) by mutual written agreement.

Subscription Fees (Annual):

- Scite API access: Access to the scite API (<https://api.scite.ai/docs>).
- Authentication system for users to access scite
- Institutional license for all scite premium features for all students and faculty members of **Technical University of Liberec**.

Scite shall provide the foregoing for an annual subscription fee of US \$ **2500.00** (the “**Subscription Fee**”) for the first 12 months. The Subscription Fee next Renewal Term would be US\$ **6000.00**.

Payment Terms:

The Subscription Fee and all other fees described in this LA are collectively referred to herein as the “**Fees**.” All Fee payments under this LA shall be due fifteen (15) days following Reseller Partner’s transmission of an invoice to the Customer Contact set forth above. Customer shall pay any sales, use, value added or other taxes or import duties due as a result of any amounts paid.

Included Products: Scite Platform

The Scite Platform enables institutions and other companies to search and analyze scientific reports and additionally to display metrics produced by scite. The following modules and capabilities are included in the Scite Platform:

Smart Citations

Scite provides citations, the context for each citation and the citation meaning, such as whether it provides supporting or contradicting evidence for the cited claim.

Document and Report search

Scite's advanced search allows researchers to search virtually any peer-reviewed research article.

Article reports

Scite's custom reports show the context of the citation, including the immediate sentences surrounding the citation as well as the classification of the citation (supporting, contradicting, or mentioning) and the location of the citation in the citing article if possible.

Citation search

Scite allows citations to be organized by classification (supporting, contradicting, mentioning) or by section of paper (Intro, Methods, Results, and Discussion).

Citation Visualizations

Scite provides scite reports in a graphical interface called scite Visualizations. Visualizations allow users to explore citation networks visually.

Citation Alerts

Scite provides email alerts to users for changes in citations as it relates to individual users and dashboards

DIY Dashboards

Scite allows users to create custom Dashboards on publications of interest so that researchers can better organize and keep track of various research interests.

Citation Statement Search

scite allows users to search its database of citation statements via its Citation Statement Search to help users find expert analyses and opinions.

scite Assistant

scite integrates with ChatGPT to validate the generative output against research articles

Scite, at its discretion, may introduce new features and/or functionality into the Scite Platform, which Customer may choose to accept or not at Customer's option for a separate Fee.

Summary of Included Platform Usage Levels
Scite Platform Implementation Support
<p>This section describes the scope of the Support Services that Scite will provide Customer during the Term. Any product support beyond this scope will require a separate written addendum or agreement executed by both parties, which may contemplate the payment to Scite of an additional fee.</p> <p>Scite will provide remote access to the Scite Platform to personnel authorized by Customer to Scite in writing (“Authorized Users”), subject in each case to Scite’s IP address authentication processes and all other access credential verification procedures reasonably required by Scite. Scite shall make its online customer support portal available to all Authorized Users.</p> <p>Product Support Hours: 9 AM to 6 PM EST from Monday through Friday, exclusive of all United States federal holidays.</p> <p>Product Support Scope:</p> <ul style="list-style-type: none"> ● Troubleshoot issues with use of Scite Platform or API ● Provide guidance on use of Scite Platform ● Marketing and business support
Scite Platform - Additional Configuration / Customization Services
<p>If Customer wishes to request an additional add-on Service that is outside the scope of the above lists, Customer should reach out to their Scite account representative to request a custom scoping and price estimate.</p>

Additional Terms

1. Intellectual Property.
 - a. All rights, title, and interest in and to the software, source code, object code, designs, models, patterns, specifications, copyrights, patents, trade secrets, trade-marks, know-how and other intellectual property contained in or related to the Scite Platform shall remain vested in Scite (the “**Scite IP**”). Customer shall not (nor permit its customers to) copy, make extracts from, translate, or otherwise modify any Scite IP provided by Scite. For the Term, Scite hereby grants to Customer and Customer’s affiliates,, a limited, nonexclusive, non-transferrable, non-sublicenseable, worldwide, fully paid-up, royalty-free license to access and use the Scite IP embodied in the Scite Platform during the Term solely for purposes of operating and using the Scite Platform to analyze source citations in scientific scholarly articles consistent with the User Terms of Service located at <http://scite.ai/terms> (the “**Terms of Service**”).
 - b. If Scite determines, in its sole discretion, that the Scite Platform may be subject to a third party intellectual property claim, then Scite may, in its sole discretion, (a) procure for Customer the right to continue to use the Scite Platform, (b) replace all or part of the Scite Platform with a new non-infringing Scite Platform that is functionally equivalent to or better than the potentially infringing Scite Platform such that Customer’s use is not subject to a third party intellectual property claim, or (c) modify the Scite Platform such that Customer’s

use is not subject to a third party intellectual property claim. If Scite determines that it cannot accomplish any of the foregoing sub-clauses (a) through (c) in a commercially reasonable manner, then, either party hereto may terminate this LA with immediate effect by giving written notice to the other party.

2. **Service Levels**

From the Effective Date, Scite shall use commercially reasonable efforts to make the Scite Platform available at least 99% of the time, measured 24 hours a day, seven days a week. Local issues affecting access to the Scite Platform from within Customer's network or general issues affecting Internet traffic and which are outside of the control of Scite do not constitute unavailability of the Scite Platform.

3. **Termination.**

- a. **Technical University of Liberec** may terminate this LA with 60 days' prior written notice to Scite.
- b. Either party may terminate this LA in the event of a material breach of this LA by the other party that has not been cured within thirty (30) days after the breaching party's receipt of written notice of the breach (including notice by electronic mail) from the non-breaching party. For the avoidance of doubt, Scite's failure to meet the Service Levels in Section 2 will be deemed a material breach under this Section 3(b).
- c. In the event of a termination by the Customer under Sections 1(b), 3(a) and 3(b), Scite shall refund to the Customer the Fees paid for the then current Term, prorated to the date of termination.

4. **Scite Representations and Warranties.** Scite represents and warrants that:

- a. it shall perform the Support Services in compliance with all specifications agreed between the parties, all documentation published by Scite, all applicable laws and/or regulations (including, without limitation with respect to anti-bribery, sanctions, anti-modern slavery and anti-money laundering), in a good and workmanlike manner and in accordance with industry standards.
- b. OTHER THAN AS SET OUT ELSEWHERE IN THIS AGREEMENT, SCITE MAKES NO OTHER, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE. SCITE DOES NOT WARRANT THAT USE OF THE SUPPORT SERVICES WILL BE ERROR-FREE OR WITHOUT INTERRUPTION.

5. **Indemnification.**

- a. Customer will indemnify and hold harmless Scite, its partners, agents, officers and employees from and against any and all liabilities, damages, claims, losses, lawsuits, judgments, and/or expenses including attorney's fees, asserted or claimed by third parties arising out of the negligence or willful misconduct of Customer.

- b. Scite will indemnify and hold harmless Customer, its partners, agents, officers and employees from and against any and all liabilities, damages, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, asserted or claimed by third parties and arising out of (i) Scite's gross negligence or willful misconduct in its performance of this LA, or (ii) an assertion that the Scite Platform violates or infringes the intellectual property rights of any third parties.

6. Confidentiality & Data Protection.

- a. All data and information of either party that is received or otherwise accessed by the other party or its personnel under this LA ("Confidential Information") is to be treated as strictly confidential and shall not be disclosed or used except as permitted under this LA or disclosed to anyone other than the recipient's personnel as required in the performance of the LA. The aforementioned restrictions on disclosure do not apply to:
 - i. information which at the time of disclosure under this LA is in the public domain through no fault of the receiving party;
 - ii. information which, after disclosure under this LA, lawfully becomes part of the public domain by publication or otherwise through no fault of the receiving party;
 - iii. information which the receiving party can show was, at the time of receipt under this LA, already in its lawful possession, free from restrictions on disclosure;
 - iv. Information which the receiving Party can show was independently developed by such of its employees who had no knowledge of the Confidential Information disclosed; and
 - v. Confidential Information to the extent required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by the receiving party. In these circumstances, the receiving party shall give the disclosing party immediate advance written notice of the disclosure (where lawful and practical to do so) so that the disclosing party has sufficient opportunity (where possible) to prevent or control the manner of disclosure by appropriate legal means.
- b. A receiving party may disclose Confidential Information to its personnel, and the personnel of its affiliates, who are bound by confidentiality obligations no less onerous than those set out in this Agreement and have a need to know the relevant Confidential Information under this LA.
- c. Each party agrees that to the extent any personal data is processed in connection with this LA, each party will comply with all applicable data protection laws and, depending on the scope of the personal data processing, enter into relevant and applicable clauses under GDPR (i.e. Controller to Processor, Controller to Controller, Joint Controller clauses).
- d. Notwithstanding any failure to so identify it, the following types of information of either party shall automatically be deemed to be Confidential Information requiring protection hereunder: unreleased product or service information; pricing, financial or customer information; marketing plans or business strategies; software and hardware; APIs; specifications or designs, proprietary formulae and proprietary algorithms. This

confidentiality obligation shall survive any termination of this LA for a period of five (5) years.

- e. Neither party shall make (or have made on its behalf) any oral or written release or publication of any statement, information, advertisement or publicity in connection with this LA (including the existence of the LA and any of its contents) which uses the other party's name, symbols, or trademarks without the other party's prior written approval.

7. Data Safeguards

In the event that Scite's activities under this LA require Scite to process, transmit or store datasets which include Customer's Confidential Information, Scite agrees that such datasets shall be processed, transmitted and/or stored using Amazon Web Services or another comparable service that uses data security safeguards and measures no less rigorous than the standards set out in the ISO/IEC/27001 and ISO/IEC/27002 frameworks.

8. LIMITATION OF LIABILITY. NEITHER PARTY SHALL HAVE ANY OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THIS LA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS LA EXCEED AN AMOUNT EQUAL TO FIFTY THOUSAND US DOLLARS. EXCEPT TO THE EXTENT SUCH DAMAGES ARE AWARDED TO A THIRD PARTY PURSUANT TO A CLAIM FOR WHICH AN INDEMNIFICATION OBLIGATION ARISES UNDER SECTION 5.

9. Insurance

- a. Within sixty (60) days following the Effective Date, Scite shall obtain, and thereafter maintain throughout the Term, insurance policies adequate to fully protect Scite and the Customer from any and all claims of any nature for damage to property or for personal injury, including death, made by any person or entity arising from Scite's actions.
- b. Within sixty (60) days following the Effective Date, Scite shall obtain, and thereafter maintain throughout the Term, at a minimum a comprehensive general liability, including contractual liability, insurance with a minimum coverage amount of 1 Million US dollars per occurrence and 1 Million US dollars in the aggregate with a reputable insurance company.

10. Notices

All notices given by one party to the other party shall be in writing and shall be properly served if sent by registered mail to the address of the receiving party at the start of this LA and authorized representative of each party identified below (or such other address and representative notified in writing by the relevant party).

If to **Technical University of Liberec:**

Attn: Mgr. Jitka Venclová , (technical and billing
contact person)
Title: Director of the University Library
With a copy to: Bc. Ludvík Steiner,

If to Scite:

Attn: Josh Nicholson
Title: CEO

The notice shall be deemed given the sooner of receipt or three business days after having been posted by first class mail.

11. Miscellaneous. This LA and any addenda attached hereto set forth the entire agreement of the parties in respect of the subject matter contained herein and supersede all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by each party in respect of such subject matter. To the extent any of the terms hereof conflict with terms contained in any other agreement entered into by the parties, the terms hereof will take precedence. This LA may not be altered or waived except by a writing signed by both parties. No waiver by either party of the breach of any term or condition of this LA will constitute a waiver of, or consent to, any subsequent breach of the same or any other term or condition of this LA. The respective rights and obligations of the parties, including (without limitation) pursuant to Sections 3, 4, 5, 6, 8, 10 and 11 hereof, will survive termination of this LA to the extent necessary for the intended preservation of such rights and obligations. The invalidity or unenforceability of any provision or provisions of this LA will not affect the validity or enforceability of any other provision of this LA, which will remain in full force and effect. This LA may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. Facsimile or pdf signatures will be deemed as effective as original signatures. This LA will be governed by, and enforced in accordance with, the laws of the State of New York (excluding the choice of law principles thereof).

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused their duly authorized representatives to execute this LA as of the Effective Date: **January 1st, 2024**, notwithstanding the dates of signature herein

Scite, Inc.

Technical University of Liberec

By: _____

By: _____

Name: Josh Nicholson

Name: doc. RNDr. Miroslav Brzezina, CSc., dr. h. c.

Title: CEO

Title: Rector

Date: _____

Date: _____