



CONTENT LICENSING AGREEMENT

Part 1 – Custom Terms

GENERAL	
Effective Date	January 1, 2024
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 1 calendar year(s) (the “Initial Term”). This Agreement will not renew on an evergreen or automatic basis.
Licensee (additional sites or Participating Institutions are listed in Appendix A)	Name: Silesian University in Opava Address: Mathematical Institute in Opava, Na Rybnicku 626/1, 74601 Opava 1, Czech Republic Telephone: Email:
Licensee’s Designated Business Contact	Name: [REDACTED] Title: Address: Mathematical Institute in Opava, Na Rybnicku 626/1, 74601 Opava 1, Czech Republic Telephone: Email: [REDACTED]
Licensee’s Designated Invoicing Contact	Name: [REDACTED] Title: Address: Mathematical Institute in Opava, Na Rybnicku 626/1, 74601 Opava 1, Czech Republic Telephone: Email: [REDACTED]
AIPP Sales Operations	Name: Sales Operations Address: 1305 Walt Whitman Road, Suite 110, Melville, NY 11747-4300 Email: [REDACTED]
Licensed Content	Titles as set forth in Appendix B to the Standard Terms and Conditions (“ Licensed Content ”).
Fees (Access Fees for any additional sites or Participating Institutions are listed in Appendix A)	Due Date as specified on AIP Publishing’s invoice. 2024 Total Subscription Fee: \$6,324



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 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;

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, educational and internal purposes. In no event shall Licensee, directly or indirectly, sell, republish or distribute the Licensed Content. 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. **License Rights Post-Termination.** If Licensee pays a “Subscription Fee” as set forth in the Custom Terms, it has a nonexclusive, royalty-free, perpetual license, during and after the Term, to the Licensed Content published during the years for which it paid a Subscription Fee (which includes content paid for by Licensee including or after 1999), pursuant to the terms set forth in **Appendix A**. Participating Institutions that pay Access Fees and not Subscription Fees, as set forth in **Appendix A**, are not entitled to post-termination access to the Licensed Content. All post-termination rights are subject to the restrictions set forth in Section 3 and any other applicable terms and conditions of this Agreement regulating the use of Licensed Content.



c. Authorized Users. Authorized users are defined as and limited to Licensee's current faculty members, staff, employees, students, subcontractors, 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, or other agreed upon access control such as biometrics, 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.

d. 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. Licensee will make reasonable efforts to inform Authorized Users of their obligations in connection with the use of the Licensed Content.

e. 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.

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 other than for the direct cost recovery for such transmission, 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. Access to copies of items in digital form which are included in online Course Packs or reserves will be disabled 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. Accessible Formats / Modification. Licensed Content may be altered or modified as necessary to provide an equivalent level of service to Authorized Users with appropriately documented disabilities that require modified Content. In cases where the Licensee determines that the Licensed Materials are not already provided in Accessible Format, the Licensee will request permission from AIPP to adapt or modify the format to make the Licensed Materials perceivable and usable with assistive devices by persons with visual, perceptual, physical, or other relevant disabilities. In no event shall Licensee, directly or indirectly, sell or otherwise monetize the modification made under this Section.

e. Scholarly Sharing. Authorized Users may transmit to a third-party academic colleague in hard copy or electronically, minimal, insubstantial amounts of the Licensed Content for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale or other distribution. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Content in the Authorized User's own scientific, scholarly and educational works.

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; Text and Data Mining. 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; or (iii) conduct text and data mining.

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 agreement with Licensee or a Participating Institution that a user 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.

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.

b. Usage Statistics. AIPP's usage statistics (e.g., COUNTER stats) are available via the Platform.

d. 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://publishing.aip.org/vpat>, which AIPP may revise either at any time without notice. Licensee is responsible for reviewing all posted information.

e. **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. FEES AND PAYMENT

a. **Fees.** Licensee and Participating Institutions shall pay all Fees pursuant to the Custom Terms (including subscription, access) and any other fees as set forth in the attached appendices. The Fees will 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. If a journal is discontinued, the fees will be adjusted accordingly for the benefit of the Licensee. All Fees are calculated on an annual basis. Subscription Fees provide for certain post-termination license rights, as set forth in Section 1(b). Access Fees do not entitle a Licensee to post-termination license rights.

b. **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.

6. TERM AND RENEWAL

a. **Term.** The Initial Term of this Agreement is the period set forth in the Custom Terms. If this Agreement is subject to a renewal, the terms and conditions of this Agreement will continue to govern during any renewal term, subject to any amendment agreed upon between the parties. Changes to Fees during a renewal term, other than those described in Section 6 that can be changed by purchase order, will be specified by a written amendment.

b. **Renewal.** If this Agreement is subject to a renewal pursuant to the Custom Terms, renewal of any subscription(s) will be construed as renewal of this Agreement, and the terms and conditions outlined here will remain in force for as long as orders are placed by the Licensee with AIPP. Renewals that are confirmed by the parties by email will operate as an agreement to renew this Agreement without a formal executed renewal in writing. If AIPP elects to provide the Licensee access to the Licensed Content during the negotiation of terms of a renewal following the end of a subscription term and the renewal is not finalized by March 1 of the new term, Licensee agrees that it is



obligated to pay the Fees for such access at the subscription rate in effect at the time the usage occurs, which includes any fee increases for such period of usage.

c. Termination for Failure to Pay. If Licensee (and/or any of the Participating Institutions) fails to pay the Fees pursuant to Section 5, 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.

7. REPRESENTATIONS AND DISCLAIMERS; CONSEQUENTIAL DAMAGES

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 is authorized to grant Licensee, the Participating Institutions (if applicable), and its/their Authorized Users the rights granted herein. 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. Consequential Damages. 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. The foregoing limitations do not apply to any breach of Section 3.

8. GOVERNING LAW AND ARBITRATION

a. Choice of law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

b. U.S. Licensee. If the Licensee's principal place of business is in the U.S., the parties agree to submit to the exclusive jurisdiction in the federal and state courts of New York, New York, for any action brought in connection with this Agreement, and the parties agree to waive any defense of inconvenient forum.



c. International Licensee. If Licensee's principal place of business is outside the U.S., then all disputes arising out of or in connection with the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules, provided that the arbitrator must be a practicing attorney who is fluent in English. The place of arbitration shall be London. The language of the arbitration shall be English. To the extent any party wishes to seek emergency or injunctive relief in court, such proceeding shall be brought in the Southern District of New York, and each party waives, to the fullest extent permitted by law, the defenses of lack of personal jurisdiction, inconvenient forum, and improper venue.

9. DATA PRIVACY & SECURITY

a. To the extent that AIPP processes personal data (as that term is defined under applicable law) pursuant to this Agreement it shall do so in accordance with its Privacy Policy available at <https://publishing.aip.org/privacy/>. For the avoidance of doubt, AIPP is and shall remain the controller (or similar term under applicable law) of personal data processed under this Agreement.

b. AIPP will use reasonable and appropriate technical, organizational, and administrative security measures designed to prevent loss, misuse, corruption, or disclosure of and/or unauthorized access, alteration or destruction to personal data held in its custody under this Agreement.

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. A purchase order will not 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. AIPP will not 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. Pricing. The terms of this Agreement shall not be disclosed to third parties without the prior written approval of AIPP.

e. Notices. All notices, reports and statements to be given shall be given or made: (a) by FedEx, UPS or any overnight delivery service providing notice of receipt; or (b) by email with confirmation of receipt. 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.

f. 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.

g. Assignment. The Licensee shall not assign or transfer its rights under this Agreement without the prior written consent of AIPP. AIPP may require the payment of additional Fees if any assignment or transfer of rights by Licensee results in; (i) additional authorized locations other than those set forth in **Appendix A**, or (ii) if as a result of the assignment, additional Participating Institutions require access to the Licensed Content. AIPP may assign this Agreement upon notice 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. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

h. 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 entity or person.

i. Counterparts. This Agreement may be executed in counterparts, both of which taken together will constitute one and the same document. Electronic, facsimile or .pdf file signatures will have the same effect as originals.

j. 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



Silesian University in Opava
Acct # 1002062
January 1, 2024 – December 31, 2024

writing that purports to change the terms of this Section 10(i) without specifically referencing this section of this Agreement is inoperative.

k. Survival. Sections 1(b)(c)(d), 3, 5(b), 7 - 10 and any other provisions that are intended to survive, shall survive the expiration or termination of this Agreement.

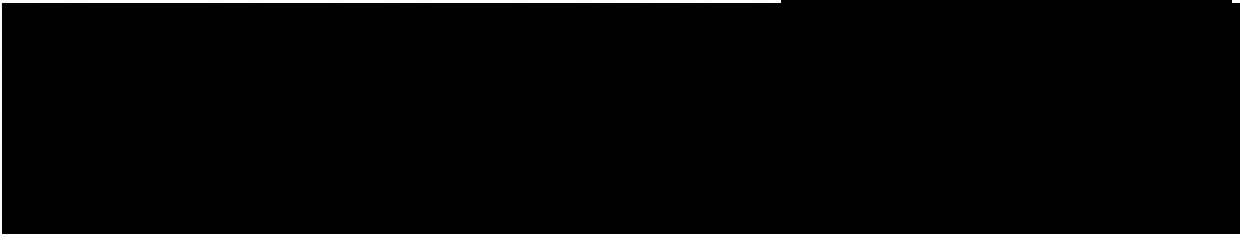


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The parties have executed this Agreement (consisting of Part 1- Custom Terms, Part 2 – Standard Terms and Conditions, and any appendices attached) as of the Effective Date.

AIP PUBLISHING LLC

SILESIA UNIVERSITY IN OPAVA



Title: Head of Global Sales & Advertising

Title: DIRECTOR

Date: 1/18/2024

Date: 17 -01- 2024



Silesian University in Opava
 Acct # 1002062
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**APPENDIX A
 Licensee**

Licensee: Silesian University in Opava
**Authorized Location: Mathematical Institute in Opava, Na Rybnicku 626/1,
 74601 Opava 1, Czech Republic**

Journal	2024 Subscription Fee
Journal of Mathematical Physics Ftl/Bkfl	\$6,324
Total	\$6,324

**APPENDIX B
 Licensed Content**

Title	Coverage begins	Subscriptions
Journal of Mathematical Physics	1960	✓