

ORDER FORM Physician Specialty Solutions

Order Form 2 Krajská nemocnice T Bati as

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| **Krajská nemocnice T Bati as** | **Elsevier B.V.** |
| All notices pursuant to this Order Form must be in writing to the below address, or to an alternative physical or email address subsequently provided to the other party pursuant to this notice provision. |
| Client Address: Havlickovo nabrezi 600Zlin762 75Czech Republic | Elsevier Address: Radarweg 29, 1043 NX Amsterdam, The Netherlands |
| Billing Address: Krajská nemocnice T Bati as Havlickovo nabrezi 600Zlin762 75Czech Republic | Notice of non-renewal: cancellations@elsevier.com |
| Billing Contact: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxx |
| Primary Contact: xxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxx |

This order as reflected in this Order Form and the Product Specific Terms set forth below (“Order Form”) are subject to Elsevier Terms and Conditions of Supply attached hereto and incorporated herein by reference. In the case of any discrepancy, conflict, or contradiction between the terms in this Order Form and the Elsevier Terms and Conditions of Supply, the terms in this Order Form shall prevail.

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| --- | --- | --- | --- | --- | --- |
| Payment Term: | 30 NET | Term Start Date: | 26-Apr-2024 | Term End Date: | 25-Apr-2026 |

**Term.** This Order Form will be effective as of Term Start Date and shall expire on the Term End Date as specified in this Order Form. Thereafter, this Order Form will automatically renew for successive one (1) year terms, as further outlined in Elsevier Terms and Conditions of Supply.

Table 1: Products and Fees

**Product(s) Number of Authorized Users Access Annual Fee (EUR)**

**Year 1 (26/4/2024 - 25/4/2025)**

Full-Time Employees : 3 statdx.com

**STATdx Group Unlimited Subscription**

3,070.00

Part-Time Employees :

Residents/Trainees :

Students :

3,070.00

**Subtotal:**

**Year 2 (26/4/2025 - 25/4/2026)**

**STATdx Group Unlimited Subscription**

Full-Time Employees : 3 statdx.com

Part-Time Employees : 0

Residents/Trainees : 0

Students : 0

3,162.10

**Subtotal:**

3,162.10

**Total Fees:**

**6,232.10**

Table 2: Sites and Access

**Sites:**

**Authentication:**

Havlickovo nabrezi 600

Zlin

762 75

Czech Republic

Specific Access Settings

**IN WITNESS WHEREOF**, the parties have executed this Order Form by their respective, duly authorized representatives as of the Term Start Date above written.

**Krajská nemocnice T Bati a. s (Client)**

10. 4. 2024 digitally signed

**Elsevier B.V.**

**(Elsevier)**

10. 4. 2024 digitally signed

Name:

Title:

Name:

Title:

Product Specific Terms

**For the purpose of this Order Form, the following terms are defined, as follows:**

**Products.** The Products outlined in Table 1.

**Authorized Users.** Authorized Users are the employees of Client and individuals who are independent contractors or are employed by independent contractors of Client affiliated with Client’s Site(s) and individuals using computer terminals on Site at the Site(s) permitted by Client to access Products for purposes of personal research, education or other non-corporate use (“Walk-in Users”). Distribution of usernames, passwords, credentials or otherwise providing remote access to the Products by Authorized Users who are Walk-in Users is not permitted. The maximum number of Authorized Users is set forth in Table 1. Client shall promptly notify Elsevier of any increase in the number of Authorized Users and such increase may result in a fee adjustment effective as of the date of such increase and payable in accordance with the payment terms as set forth in the Elsevier Terms and Conditions of Supply. For the avoidance of doubt, no adjustments to the Fees will be made for any number less than the maximum number of Authorized Users as set forth in Table 1.

**Number of Authorized Users:** Client will promptly notify Elsevier of any increase that is the greater of (i) twenty percent (20%) or (ii) five (5) additional FTEs, which increases are subject to a pro rata increase in the then applicable Fees.

**Authorized Uses.** Each Authorized User may:

* download images from Products to Power Point for inclusion into any presentation made by such Authorized User, provided that the Authorized User obtains permission for such use of the content that is credited to a third-party from such third-party, if necessary; each copy of the presentation will carry appropriate credit to the content owner; and all such uses are non-commercial;
* print and store individual diagnostic topics from Products to PDF for the exclusive use of such Authorized User;
* access, search, browse and view Products;
* incorporate links to Products on Client’s intranet and internet websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier;
* share images and individual diagnostic topics from STATdx, ExpertPath, or Immunoquery product with third party colleagues individually for their collaboration on a patient case or for scholarly or educational research use;
* download, store and share Level PoC CME credit reports from Products for the exclusive use of such Authorized User;

**Authentication.** Access to the Products will be authenticated by the use of Internet Protocol (“IP”) address(es) and/or usernames and passwords and/or a delegated authentication mechanism requiring at least two different credentials, as set forth in Table 2.

**Site(s).** Site/Sites are defined as Client’s locations set forth in Table 2 of this Order Form. Other institutions and organizations that reside or do business at the location(s) set forth in Table 2 (including without limitation companies that are owned wholly or in part by, or affiliated with, Client) are not Sites, unless expressly stated in Table 2. Sites listed are for authentication purposes and cannot be used as routing sites for VPN (Virtual Private Network) or proxy access.

In the event the Products are removed from app stores, Elsevier will attempt to arrange a commercially reasonable alternative method of delivery to the Authorized Users. If this cannot be provided in a timely manner, Elsevier shall provide Client with a pro rata refund.

**Access to Products.** Elsevier will make the Products accessible to Client and its Authorized Users from the internet address set forth in Table 1 upon receipt by Elsevier of this Order Form document in the territory of The Netherlands, as duly signed by the Client, which acceptance will be evidenced and timestamped by an authorized representative of Elsevier in the Netherlands.

**Physician Specialty Solutions Additional Terms and Conditions.** During the term of this Order Form, Elsevier will provide Client with updates to the Products as they are made commercially available by Elsevier. Client acknowledges and agrees that Elsevier will have complete editorial freedom with respect to the form and content of the Products and that Elsevier may alter the Products from time to time at its sole discretion. The Products may be customized by Authorized Users for Client’s institution-specific protocols and procedures and for CME tracking. Customization requires individual online registration by such Authorized Users on the applicable Products website. Client will indemnify Elsevier against any claim relating to any customization of the Products. During the Term of the Order Form, and for any time period thereafter that any fees are owed to Elsevier, Elsevier will have the right to audit Client’s actual usage base and its compliance with the terms of the Order Form. In the event an audit reveals an underpayment by Client, Client will promptly make any such payments, including interest and charges allowable by applicable law.