

ORDER FORM Osmosis

Order Form 1 Univerzita Palackého v Olomouci



Univerzita Palackého v Olomouci		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: Krizkovskeho 8 Olomouc 771 47 Czech Republic		Elsevier Address: Radarweg 29, 1043 NX Amsterdam, The Netherlands	
Billing Address: Univerzita Palackého v Olomouci Krizkovskeho 8 Olomouc 771 47 Czech Republic		Notice of non-renewal: [REDACTED]	
Billing Contact:	[REDACTED]		
Primary Contact:	[REDACTED]		

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.

Payment Term:	30 NET	Term Start Date:	01-Jan-2025	Term End Date:	31-Dec-2025
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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 (1/1/2025 - 31/12/2025)			
Osmosis Medical Education		https://www.osmosis.org/home/dashboard	11,457.60
Subtotal:			11,457.60
Total Fees:			11,457.60

Table 2: Sites and Access

Sites:	Authentication:
Krizkovskeho 8 Olomouc 771 47 Czech Republic	Osmosis Email access is only available to the Medical Faculty of the Palacky University in Olomouc

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

**Univerzita Palackého v
Olomouci (Client)** 18.12.2024

**Elsevier B.V.
(Elsevier)**
19.12.2024

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 full-time and part-time students, faculty, staff and researchers of the Client and individuals who are independent contractors or are employed by independent contractors of the Client affiliated with the Client's Site(s) permitted by the Client to access the Products. 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 set forth in the Master Agreement. For the avoidance of doubt, no adjustments to the Fees will be made for any number less than the maximum number of Authorized Users is set forth in Table 1.

Authorized Uses. Each Authorized User may:

- 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;
- incorporate links to Products on Client's intranet and internet websites and in electronic coursepacks, reserves and course management systems and instructor websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier;

Authorized Users who are faculty/staff may:

- use the Products to present and teach the students;
- use the Products to create custom curricula for students;
- use the Products for teaching students via video conferencing platforms;
- use the Products to take screenshots within the Products and use externally for institutional use in a Learning Management System, PowerPoint or similar. Such use of the Products is not permitted for commercial purposes;
- access all the Products Courses for use in materials in class or to push to students on the platform; and
- access the Products for course administration and reporting purposes;

Authentication. Access to the Products will be authenticated by the use of 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.

Restrictions on Use. In addition to the restrictions on use specified in the Elsevier's Terms and Conditions of Supply, Client and its Authorized Users may not substantially or systematically reproduce, retain, store locally, redistribute or disseminate online the Products, post individual items from the Products on social networking sites or use the Products for commercial purposes.

Additional features for concurrent Subscriptions to other Elsevier products. Additional product features may be available to the Client, subject to the maintenance of a concurrent subscription to the relevant Elsevier product. In the event the Client terminates its subscription to the other product concurrently provided by Elsevier to the Client, or fails to make full payment of the fees for such subscription on a timely basis, the Client's right to access and use the additional features provided will terminate.