

WILEY ONLINE ENHANCED LICENSE FOR ACADEMIC CUSTOMERS

This License (the “License” and/or “Agreement”) sets forth the terms and conditions under which Wiley Subscription Services, Inc. (“Wiley”), a Delaware corporation, 111 River Street, Hoboken, New Jersey 07030, will provide **University of Chemistry and Technology, Prague, Czech Republic** (the “Licensee”), with access to the Electronic Products and Services subscribed to by the Licensee via Wiley Online Library.

A. **DEFINITIONS**

The following terms shall be deemed to have the meaning as set forth below:

1. **Wiley Online Library** - The online service (or any successor thereto) available from Wiley or its affiliates on the Worldwide Web including all products, services and features offered via the service. Certain products and services under this License may be delivered from other platforms as noted in the Appendices. The terms and conditions hereof are equally applicable to those products and services.
2. **Licensee** - The customer named above, as further defined in Appendix A, which has authorized the signing of this License, provides access to Wiley Online Library via its Secure Network for its Authorized Users as defined below, and is responsible for payments and implementation of the License. Appendix A will include information on the Internet Protocol (IP) addresses for the Licensee’s Secure Network which are covered by this License. “Secure Network” as used herein means the network which provides access to Wiley Online Library for Authorized Users via the Licensee’s IP addresses.
3. **Authorized Users** - Those persons who are authorized by the Licensee to have access to Wiley Online Library. Authorized Users must be current bona fide faculty members, students, researchers, staff members, librarians, executives or employees of the Licensee, or contractors engaged by the Licensee, provided such contractors have been informed of, and agree to abide by, the Terms and Conditions of Use set forth herein and they access Wiley Online Library via the Licensee’s Secure Network. Walk-in Users from the general public or business invitees may also be permitted by the Licensee to access Wiley Online Library from designated terminals with a Licensee-controlled IP address. These designated terminals shall be physically located in libraries or similar physical premises directly controlled by the Licensee.
4. **Intellectual Property Rights** – These rights include, without limitation, patents, trademarks, trade names, design rights, copyright (including rights in computer software), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, which may subsist anywhere in the world.
5. **Electronic Products** - All products, services and content available in Wiley Online Library shall be deemed included within the definition of Electronic Products. Details specific to the type of electronic products or services licensed hereunder as well as pricing and the Licensee’s access rights are provided in the appropriate Appendix. These products and services are defined as follows:
 - a. **Licensed Electronic Products** - The electronic (online) editions of Wiley journals and other publications and the content therein, including but not limited to major reference works, Current Protocols laboratory manuals and databases

which the Licensee has licensed hereunder as specified herein and in the appropriate Appendices.

Licensed Electronic Products are listed in the Appendices as follows:

Appendix B Online Journals
Appendix C Journal Backfiles
Appendix D Online Reference Works
Appendix E Online Books
Appendix F The Cochrane Library
Appendix G Current Protocols
Appendix H Databases
Appendix I Essential Evidence Plus
Appendix J ArticleSelect
Appendix K AnthroSource

- b. **Licensed Electronic Services** - The electronic features and services in Wiley Online Library available to the Licensee and its Authorized Users, as follows.
1. *EarlyView* – publishes peer reviewed, fully citable articles online as soon as they are ready, before the release of the compiled journal issue.
 2. *Saved Title Alerts* – allows Authorized Users to request and receive via e-mail the tables of contents from any of the journals available online in Wiley Online Library and to receive notification of articles newly published which match specified search criteria.

B. ACCESS PRIVILEGES

1. Wiley grants to the Licensee and its Authorized Users, during the Term as defined below, a non-exclusive, non-transferable right and license to access, via Wiley Online Library, the full text and other material such as datasets published online in Wiley Online Library for the Licensed Electronic Products as listed in the Appendices attached hereto as may be amended from time to time.
2. In addition, Authorized Users will have access to all available tables of contents, article abstracts, chapter summaries and associated websites for all Electronic Products on Wiley Online Library.
3. The number of the Authorized Users who may simultaneously access Wiley Online Library is unlimited.
4. The Licensee acknowledges that the Electronic Products and Wiley Online Library and the Intellectual Property Rights contained therein are protected by law. All rights not specifically licensed herein to the Licensee are expressly reserved by Wiley.

C. TERMS AND CONDITIONS OF USE

1. The rights and restrictions governing access to Wiley Online Library and the Electronic Products by the Licensee and its Authorized Users are outlined in the Terms and Conditions of Use below.

- a. Authorized Users may download, search, retrieve, display and view, copy and save to Secure Network or other electronic storage media and store or print out single copies of individual articles, chapters or entries in the Licensed Electronic Products for the Authorized User's own personal use, scholarly, educational or scientific research or internal business use. Authorized Users may also transmit such material to a third-party colleague in hard copy or electronically, for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale, systematic distribution, e.g. posting on a listserv, network (including scientific social networks) or automated delivery, or for any other use. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from individual articles, chapters or other entries from the Licensed Electronic Products in the Authorized User's own scientific, scholarly and educational works such as books and articles.
 - b. All Authorized Users have the option to create a My Profile Page, which will allow them to create data files and links to articles, chapters and entries of interest in the Licensed Electronic Products, and search criteria, which may be reused by them. In order to do so, the Authorized User will have to select and register a user name and password which the Authorized User must keep confidential and not disclose to or share with anyone else.
 - c. The Licensee and its Authorized Users may create links to Wiley Online Library from their Online Public Access Catalog (OPAC) records, library catalogs, link resolvers, locally hosted databases or library web pages, provided those links are operated by the Licensee on a Secure Network, do not result in access to licensed content by anyone other than Authorized Users, and are not used in connection with any paid or commercial service or for any other commercial use whatsoever.
 - d. Authorized Users who are members of the Licensee's faculty or staff may download and print out multiple copies of material from Licensed Electronic Products for the purpose of making a multi-source collection of information for classroom use (course-pack) or a virtual learning environment, to be distributed to students at the Licensee's institution free of charge or at a cost-based fee. Material from Licensed Electronic Products may also be stored in electronic format in secure electronic data files for access by Authorized Users who are students at the Licensee's institution, as part of their course work, so long as reasonable access control methods are employed such as user name and password.
 - e. The Licensee's library staff may supply to another library, upon request by that library, either a single paper copy (by post or fax) or an electronic copy of an individual document from the Licensed Electronic Products, for the purpose of research or private study. The electronic copy must be supplied by secure electronic transmission (like Ariel) and must be deleted by the recipient library immediately after printing a paper copy of the document for its user.
2. Except as provided in Paragraph C.1 above, Authorized Users may not copy, distribute, transmit or otherwise reproduce, sell, or resell material from the Electronic Products; store such material in any form or medium in a retrieval system; or transmit such material, directly or indirectly, for use in any paid service such as document delivery or

list serve, or for use by any information brokerage or for systematic distribution, whether or not for commercial or non-profit use, or for a fee or free of charge.

3. The Licensee and its Authorized Users may not remove, obscure or modify any copyright or proprietary notices, author attribution or any disclaimer as they appear on Wiley Online Library. Authorized Users may not integrate material from the Electronic Products with other material or otherwise create derivative works in any medium. However, brief quotations for purposes of comment, criticism or similar scholarly purposes are not prohibited herein.
4. Authorized Users may not do anything to restrict or inhibit any other Authorized User's access to or use of Wiley Online Library and the Licensed Electronic Products.
5. If an Authorized User fails to abide by these Terms and Conditions of Use or other terms of this License, Wiley reserves the right in its sole discretion to suspend or terminate such Authorized User's access to Wiley Online Library and the Licensed Electronic Products immediately without notice, in addition to any other available remedies. Except in the case of a material breach which Wiley deems dangerous to the integrity and security of Wiley Online Library, or for a breach which, if not immediately remedied, is likely in Wiley's opinion to continue to cause damage, Wiley shall give prior written notice to the Licensee of its intention to terminate such Authorized User's access and shall allow the Licensee and/or the Authorized User 30 days after receipt of such notice to cure the breach or agree to abide by the terms and conditions of this License.

D. **FEES AND CHARGES**

1. License Fees and other charges for online access to the Licensed Electronic Products by the Licensee and its Authorized Users, and other services provided by Wiley Online Library, are specified in Appendices attached hereto, and shall be due as set forth in the relevant invoice.
2. The Licensee is responsible for any charges associated with accessing Wiley Online Library and the Licensed Electronic Products, including, but not limited to, any computer equipment, telephone or Internet connections and access software.
3. The Licensee is responsible for ensuring that any third party authorized by the Licensee to make payments on its behalf shall promptly pay Wiley the full amounts due under this License.
4. Wiley shall annually send the Licensee an Invoice Agreement Letter. Upon the Licensee's signature on the Invoice Agreement Letter or written acceptance of fees via email for the current or subsequent License year, and payment of fees set forth therein, this License shall apply, or shall renew for the period set forth in the Invoice Agreement Letter. Except as specifically set forth in the Invoice Agreement Letter or written acceptance via email as set forth above, the terms and conditions of this Agreement (including updated Appendices) shall continue to apply.

E. **MUTUAL OBLIGATIONS**

1. Wiley will:
 - a. make reasonable efforts to ensure uninterrupted online access to and continuous availability of the Licensed Electronic Products to Authorized Users in accordance with this License, and to restore access to such Licensed Electronic Products as promptly as possible in the event of an interruption or suspension of the Wiley Online Library service which is not attributable to any third-party service provider over which Wiley has no control (e.g., an Internet or telecommunications service provider);
 - b. provide aggregate usage statistics to the Licensee which are compliant with COUNTER Codes of Practice or conform to the then-prevailing industry standard (except as otherwise specified in the attached Appendices) about the use of the Licensed Electronic Products by the Licensee's Authorized Users, consistent with applicable privacy laws and confidentiality requirements.
2. The Licensee will:
 - a. take all reasonable measures to inform Authorized Users of the Terms and Conditions of Use governing access to Wiley Online Library and to emphasize to such Authorized Users the need to comply with whatever restrictions on access, use, reproduction and transmission are included therein;
 - b. make access available to Authorized Users only through the Licensee's Secure Network and from valid IP addresses or other secure authentication methods as described in the appropriate Appendix; undertake reasonable measures within its control to prevent access to and improper use of the Licensed Electronic Products and Wiley Online Library by unauthorized persons; and take responsibility for terminating any unauthorized access of which it has actual notice or knowledge;
 - c. provide Wiley with information about the Licensee's IP addresses which can be used by Wiley to authenticate Authorized Users. The Licensee represents that all such IP addresses shall be limited to the Licensee's Secure Network, and shall be listed in Appendix A as updated from time to time. The Licensee shall be responsible for ensuring that all IP addresses on Appendix A or otherwise provided to Wiley correspond with the Licensee's IP addresses and are limited to the physical addresses specified in this Agreement. Without limiting the Licensee's obligations hereunder or Wiley's rights and remedies in the event of breach, the Licensee agrees to pay Wiley, if Wiley so elects, for any access to Wiley Online Library for IP addresses that do not meet the preceding criteria.
 - d. use all reasonable efforts to monitor compliance with the Terms of Use and promptly notify Wiley of any copyright infringement or unauthorized usage of the Electronic Products, which comes to the Licensee's attention; and cooperate fully with Wiley in the investigation of such infringement or unauthorized use and in any action, which Wiley takes to enforce its copyright and other Intellectual Property Rights, at Wiley's expense. Notwithstanding the above, the Licensee shall not be responsible for such unauthorized use which is without the express or implied consent of the Licensee, provided that the Licensee has taken

reasonable steps to prevent such misuse and, upon learning of it, uses all reasonable efforts to ensure that such activity ceases, and notifies Wiley promptly of any such breach or infringement.

- e. neither the Licensee nor any Authorized User shall have the right to incorporate any material from the Licensed Electronic Products into any institutional or other repository. Author agreements are separately negotiated with Wiley and include provisions about what authors may and may not do with respect to materials authored by them and published by Wiley.

F. **PRIVACY AND DATA PROTECTION POLICY**

Wiley recognizes the importance of protecting the information it collects in the operation of Wiley Online Library and will act in compliance with the Privacy Policy posted at <http://onlinelibrary.wiley.com/privacyPolicy>.

G. **TERM AND TERMINATION**

1. The Term of this License shall commence on 1st January 2017 and end on 31st December 2017.
2. Wiley shall have the right to request the Licensee to terminate access to Wiley Online Library by an Authorized User who breaches Wiley's Terms and Conditions of Use or infringes the copyright or other Intellectual Property Rights in the Electronic Products or Wiley Online Library.
3. Either party may terminate this License if the other party materially breaches its obligations under this License and fails to cure such material breach, provided that the non-breaching party shall give written notice of its intention to terminate and shall allow the breaching party 60 days after receipt of such notice to remedy the breach.
4. Notwithstanding subparagraph G.3 above, either party's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, governmental restrictions, acts of terrorism, public health emergencies, power failures, or damage to or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

H. **WARRANTY AND DISCLAIMERS BY WILEY**

1. Wiley represents and warrants that it has the right and authority to make Wiley Online Library available to the Licensee and its Authorized Users pursuant to the terms and conditions of this License and that, to the best of Wiley's knowledge, Wiley Online Library and the Electronic Products do not infringe upon any copyright, patent, trade secret or other proprietary right of any third party.
2. Wiley Online Library may provide Authorized Users with links to third-party websites. Where such links exist, Wiley disclaims all responsibility and liability for the content of such third-party websites. Authorized Users assume sole responsibility for the accessing of third-party websites and the use of any content on such websites.

3. Except for the warranties provided by Wiley in paragraph H.1 above,
 - a. WILEY ONLINE LIBRARY AND THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;
 - b. THE USE OF THE ELECTRONIC PRODUCTS, WILEY ONLINE LIBRARY AND ALL MATERIALS IS AT THE AUTHORIZED USER'S OWN RISK;
 - c. ACCESS TO WILEY ONLINE LIBRARY AND THE ELECTRONIC PRODUCTS MAY BE INTERRUPTED AND MAY NOT BE ERROR FREE; AND
 - d. NEITHER WILEY NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING WILEY ONLINE LIBRARY, THE ELECTRONIC PRODUCTS, OR THE MATERIALS CONTAINED IN WILEY ONLINE LIBRARY, SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE AUTHORIZED USER'S USE OF OR INABILITY TO USE WILEY ONLINE LIBRARY, THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN.
4. Wiley shall indemnify and hold the Licensee harmless from and against any damages, costs and fees (including reasonable attorney's fees) resulting from any judgment against the Licensee arising out of the claim of a third party that Wiley's license of the Licensed Electronic Products or the Licensee's use thereof constitutes an infringement of any copyright, patent, trade secret or other proprietary right of any such third party. This indemnity shall survive termination of the Agreement for two (2) years. This indemnity shall not apply if the claim involves content which has been modified or used in a manner not permitted under this Agreement or if the Licensee has failed to comply with other material terms of this Agreement.

The Licensee shall give prompt notice of an infringement claim to Wiley, shall provide such cooperation and assistance to Wiley as is reasonably necessary to defend the claim, and shall allow Wiley to have the sole control of the defense, provided, however, that the Licensee retains the right to participate in the defense at its own expense.

I. CONFIDENTIALITY PROVISIONS

1. While negotiating this Agreement and during the Term thereafter, Wiley may provide the Licensee with certain information, which may be oral or written (including information in electronic format), which is deemed confidential. For the purposes of this Agreement, Confidential Information is defined to include, but is not limited to, the terms and conditions of this Agreement that have been negotiated, such as financial terms, the substance of all negotiations relating thereto, all information pertaining to Wiley Online Library which is proprietary to Wiley, and any other material which has either been marked "confidential" by Wiley or which, by the nature of the circumstances surrounding the disclosure, would be understood to be confidential by a reasonable party.

2. Confidential Information shall be used by the Licensee solely for the purposes of negotiating and implementing this Agreement. The Licensee agrees to take reasonable care to protect the Confidential Information from disclosure to third parties and to limit disclosure of the Confidential Information to those employees or contractors of the Licensee including affiliates of the Licensee who have a need to know in connection with this Agreement, and who have been made aware of, and agree to abide by, these restrictions. When disclosure is legally mandated, the parties will use, whenever possible, a version of the Agreement without Confidential Information.

J. **GENERAL PROVISIONS**

1. Wiley may assign this Agreement to its successors, subsidiaries or assigns. This Agreement may not be assigned by the Licensee, except with the prior written consent of Wiley.
2. This Agreement shall be construed and interpreted pursuant to the laws of the State of New York applicable to contracts wholly entered into and performed in the State of New York. Any legal action, suit or proceeding arising out of or relating to this Agreement or the breach thereof shall be instituted in a court of competent jurisdiction in New York County in the State of New York and each party hereby consents and submits to the personal jurisdiction of such court, waives any objection to venue in such court and consents to the service of process by registered or certified mail, return receipt requested, at the last known address of such party.
3. In the event of a material breach of the terms and conditions of this Agreement by either party, the non-breaching party shall be entitled, in addition to any other remedies available pursuant to this Agreement or at law, to equitable, including injunctive, relief.
4. Any notice, request, statement or other communication to be given hereunder to any party shall be in writing addressed to Wiley at the address on page one, attention Executive Vice President, and to the Licensee's License Administrator at the address on Appendix A, or mailed or delivered to such other address as each party may designate by notice given in like manner, and any such notice, request, statement or other communication, shall be deemed to have been given when received, except that if mailed by registered or certified mail, return receipt requested, or delivered by overnight courier service, it shall be deemed to have been given when mailed as aforesaid or when delivered.
5. This Agreement constitutes the complete understanding of the parties and supersedes all prior understandings between the parties with respect to the subject matter of this Agreement. No modification, amendment, or waiver of any provisions shall be valid unless in writing and executed by the parties. Any waiver in one or more instances by either of the parties of any breach by the other of any terms or provisions contained in this Agreement shall not be considered a waiver of any succeeding or preceding breach. In the event that any clause of this Agreement is determined to be void or unenforceable, the remainder of the Agreement shall survive.
6. All Appendices attached or to be attached to this Agreement are incorporated herein and shall be governed by the terms and conditions of this Agreement unless otherwise specified in such Appendix. In the event of any conflict between the terms of an Appendix or any Invoice Agreement Letter or written equivalent as defined in Paragraph

D.4. above and the terms of this Agreement, the terms of the Appendix, Invoice Agreement Letter or written equivalent shall govern.

7. In the event that this License is executed in English and in a translated version, each party acknowledges that it has reviewed both language versions and that they are substantially the same in all material respects. If there is any discrepancy between these two versions, the English language version shall prevail to the extent of the inconsistency.

AGREED AND ACCEPTED
[UNIVERSITY OF CHEMISTRY AND
TECHNOLOGY, PRAGUE]

WILEY SUBSCRIPTION SERVICES, INC.

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:

APPENDIX A – THE LICENSEE

Name of the Licensee:

University of Chemistry and Technology, Prague

Listing of all addresses for the Licensee:

University of Chemistry and Technology, Prague

Technická 5

166 28 Praha 6

Czech Republic

Listing of all IP address(es) for the Licensee's Secure Network:

XXXXXXXXXXXXXXXXXX

License Administrator:

Name: XXXXXXXXXXXXXXXXXXXX

Address: Center for Information Services
University of Chemistry and Technology, Prague
Technická 5, 166 28 Praha 6 Czech Republic

Telephone: XXXXXXXXXXXXXXXXXXXX

e-mail: XXXXXXXXXXXXXXXXXXXX

Licensee's Technical Contact:

Name: XXXXXXXXXXXXXXXXXXXX

Address: SUWECO CZ, s.r.o., Sestupná 1 53/11, 162 00 Praha 6, Czech Rep.

Telephone: XXXXXXXXXXXXXXXXXXXX

e-mail: XXXXXXXXXXXXXXXXXXXX

APPENDIX D (b) – LICENSED ONLINE REFERENCE WORKS – Annual Subscription

[Licensee: University of Chemistry and Technology, Prague]

Licensed Online Reference Works (ORW) are the electronic editions of Wiley’s major reference works to which the Licensee has access under this License (the “Edition(s)”). They may include tables of content, abstracts, full text and illustrations, data tables and additional content not included in the print versions of the major reference works.

An Annual Subscription will give the Licensee access to the ORW Edition that is available at the time this License begins, plus any content added or updated during the Appendix Term specified below. The Licensee must continue to subscribe each year in order to retain access.

Certain products and services may be delivered from other platforms. The terms and conditions hereof are equally applicable to those products and services.

Pricing:

ORW pricing will be calculated based on the Licensee’s number of FTEs. For this purpose FTEs are defined as full-time equivalent students and academic faculty.

Title	Price In Year 1
Ullmann's Encyclopedia of Industrial Chemistry	XXXXXXXXXX
Total	XXXXXXXXXX

Licensee's Total FTE Count: 3600

Appendix Term: 1st January 2017 – 31st December 2017

The Appendix Term shall be automatically extended to run concurrently with the term of the Agreement as set forth in Paragraph G.1 for any additional products licensed under this Appendix in subsequent years.

APPENDIX H – LICENSED DATABASES

[Licensee: University of Chemistry and Technology, Prague]

Licensed Databases are the electronic editions of Wiley's databases to which the Licensee has access under this License (the "Edition(s)"). They may include tables of content, abstracts, full text and illustrations, data tables and any additional content not included in the print versions of the databases, including but not limited to search and retrieval tools, software and functionality. Databases will be updated regularly.

An Annual Subscription will give the Licensee access to the Database Edition that is available at the time of purchase for twelve months, plus any content added or updated during the Term of the subscription. The Licensee must continue to subscribe each year in order to retain access.

Pricing:

Database pricing may be calculated based on the Licensee's number of FTEs. For this purpose FTEs are defined as full-time equivalent students and academic faculty.

Title	Price In Year 1
Encyclopedia of Reagents for Organic Synthesis (EROS)	xxxxxxxxxx
Total	xxxxxxxxxx

Licensee's Total FTE Count: 3600

Appendix Term: 1st January 2017 – 31st December 2017

The Appendix Term shall be automatically extended to run concurrently with the term of the Agreement as set forth in Paragraph G.1 for any additional products licensed under this Appendix in subsequent years.

Customer confirms that Suweco is an authorised agent to sign Invoice Agreement Letter for the above purchase on their behalf.