WILEY ONLINE ENHANCED AGREEMENT FOR ACADEMIC CUSTOMERS

This Agreement dated as of 23rd August 2018 (the "Agreement") sets forth the terms and conditions under which John Wiley & Sons, Inc. ("Wiley US"), a New York corporation, 111 River Street, Hoboken, New Jersey 07030, and its affiliates, including without limitation, John Wiley & Sons, Ltd., a company incorporated under the laws of England and Wales, The Atrium, Southern Gate, Chichester, West Sussex PO19 8SQ ("Wiley UK"), Wiley-VCH Verlag GmbH & Co. KGaA, a company incorporated under the laws of Germany, Boschstrasse 12 D-69469 Weinheim, Germany ("Wiley Germany") and John Wiley & Sons Australia, Ltd., Level 5, 42 McDougall St., Milton, Queensland, Australia 4064 ("Wiley Australia"), collectively "Wiley" will provide Masaryk University, Žerotínovo nám. 617/9, 601 77 Brno, Czech Republic (the "Customer"), with access to the Electronic Products and Services subscribed to by the Customer via Wiley Online Library.

A. **DEFINITIONS**

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

- 1. Authorized Users Those persons who are authorized by the Customer to have access to Wiley Online Library. Authorized Users must be current bona fide faculty members, students, researchers, staff members, librarians, scientific staff, other executives or employees of the Customer, or contractors engaged by the Customer, 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 Customer's Secure Network. Walk-in Users from the general public or business invitees may also be permitted by the Customer to access Wiley Online Library from designated terminals with a Customer-controlled IP address. These designated terminals shall be physically located in libraries or similar physical premises directly controlled by the Customer.
- 2. Customer The Customer named above, as further defined in Appendix A, which has authorized the signing of this Agreement, who provide access to Wiley Online Library via its Secure Network for its Authorized Users as defined in this Agreement, and is responsible for the payments specified in the attached Appendices and for the implementation of the Agreement. Appendix A will include information on Internet Protocol (IP) addresses for the Secure Network which are covered by this Agreement.
- 3. 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 Customer'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 Customer has licensed hereunder as specified herein and in the appropriate Appendices.

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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 Appendix L Digital Archives Appendix M Wiley Researcher Academy

- b. Licensed Electronic Services The electronic features and services in Wiley Online Library available to the Customer 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.
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- 5. **Secure Network -** The network which provides access to Wiley Online Library for Authorized Users via the Customer's IP addresses.
- 6. Wiley Online Library The online service (or any successor thereto) available from Wiley including all products, services and features offered via the service. Certain products and services under this Agreement may be delivered from other platforms as noted in the Appendices. The terms and conditions hereof are equally applicable to those products and services.

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- 1. Wiley grants to the Customer and its Authorized Users, during the Term as defined below, a nonexclusive, 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 on the Terms and Conditions of Use described below.
- 2. 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.
- The Customer grants access to Wiley Online Library only to Authorized Users as defined herein. The number of the Authorized Users who may simultaneously access Wiley Online Library is unlimited.
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 - 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 Customer 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 Customer 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. Authorized Users may search, view, and browse Licensed Electronic Products using the interface provided by Wiley. Automated searching, robotic searching and decompilation are strictly prohibited
 - d. Authorized Users who are members of the Customer'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 Customer'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 Customer'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 Customer'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 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 or with respect to material published on an open access basis, 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 Customer 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.
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D. FEES AND CHARGES

- 1. Fees and other charges for online access to the Licensed Electronic Products by the Customer and its Authorized Users, and other services provided by Wiley Online Library, are specified in Appendices attached hereto, and will be due as set forth in the relevant invoice, including where required by law, any applicable taxes.
- 2. The Customer 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 Customer is responsible for ensuring that any third party authorized by the Customer to make payments on its behalf shall promptly pay Wiley the full amounts due under this Agreement.
- 4. Wiley shall annually send the Customer an Invoice Agreement Letter. Upon the Customer's signature on the Invoice Agreement Letter or written acceptance of fees via email, and payment of fees set forth therein, this Agreement 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 Agreement, 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 Customer 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 Customer's Authorized Users, consistent with applicable privacy laws and confidentiality requirements.
- 2. The Customer 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 Customer'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 (including without limitation using the most current patches, regularly scanning the Secure Network for vulnerabilities, and regularly monitoring the proxy logs for unauthorized user access (such as multiple logins using the same id, high volume downloads, and tracking/blocking automated traffic)); and take responsibility for remediating all issues uncovered and for terminating any unauthorized access of which it has actual notice or knowledge;
 - c. provide Wiley with information about the Customer's IP addresses which can be used by Wiley to authenticate Authorized Users. The Customer represents that all such IP addresses shall be limited to the Customer's Secure Network, and shall be listed in Appendix A as updated from time to time. The Customer shall be responsible for ensuring that all IP addresses on Appendix A or otherwise provided to Wiley correspond with the Customer's IP addresses and are limited to the physical addresses specified in this Agreement. Without limiting the Customer's obligations hereunder or Wiley's rights and remedies in the event of breach, the Customer 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 and Conditions of Use and promptly notify Wiley of any copyright infringement or unauthorized usage of the Electronic Products, which comes to the Customer'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 Customer shall not be responsible for such unauthorized use which is without the express or implied consent of the Customer, provided that the Customer 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. except with respect to material published on an open access basis, neither the Customer nor any Authorized User shall have the right to incorporate any material from the 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 (including social networking websites and scholarly collaboration networks, except for those that have agreed to Wiley's Article Sharing Policy found here: https://onlinelibrary.wiley.com/researchers/tools-resources/article-sharing).

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 <u>https://www.wiley.com/en-us/privacy</u>.

G. TERM AND TERMINATION

- 1. The Term of this Agreement shall commence on 23rd August 2018 and end on 22nd August 2019.
- 2. Wiley shall have the right to request the Customer 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 Agreement if the other party materially breaches its obligations under this Agreement 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 Customer and its Authorized Users pursuant to the terms and conditions of this Agreement 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;
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- 4. Wiley shall indemnify and hold the Customer harmless from and against any damages, costs and fees (including reasonable attorney's fees) resulting from any judgment against the Customer arising out of the claim of a third party that Wiley's license of the Licensed Electronic Products or the Customer'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 Customer has failed to comply with other material terms of this Agreement.

The Customer 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 Customer retains the right to participate in the defense at its own expense.

I. <u>GENERAL PROVISIONS</u>

- 1. Wiley may assign this Agreement to its successors, subsidiaries or assigns. This Agreement may not be assigned by the Customer, 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 Customer's Agreement 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 Agreement 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.
- 8. Under the current UK VAT legislation Wiley does not charge VAT on Licensed Electronic Products provided to UK VAT-registered businesses. According to the reverse-charge regulations still in force the tax liability on these products is transferred to the Customer as the recipient of the products.
- 9. For Australian based entities, the Customer warrants that they are registered for Australian GST and are procuring this supply for a business purpose. The Customer shall notify Wiley in the event that they cease to be registered for GST at any time during the Term of this Agreement.

	D AND ACCEPTED YK UNIVERSITY	\cap
Signatur	e:	
Name:	JAN SLEZÁK	
Title:	Bursar of the	- faculty

JOHN WILEY & SONS, INC.

Signature

Name: Heiko Brandstaedter

Title: Regional Sales Manager

APPENDIX A – THE CUSTOMER

Name of the Customer: Masaryk University

Listing of all addresses for the Customer:

Rector's Office, Žerotínovo nám. 617/9, 601 77 Brno, Czech Republic Faculty of Economics and Administration, Lipová 507/41a, 602 00 Brno, Czech Republic

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

Agreement Administrator:

Name: Jan Slezák Address: Lipová 507/41a, 602 00 Brno Telephone: E-mail:

Customer's Technical Contact:

Name: Jiří Poláček Address: Lipová 507/41a, 602 00 Brno Telephone: E-mail:

APPENDIX D (a) – LICENSED ONLINE REFERENCE WORKS – One-Time License [Customer: Masaryk University]

Licensed Online Reference Works (ORW) are the electronic editions of Wiley's major reference works to which the Customer has access under this Agreement (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.

A one-time license will entitle the Customer to the ORW Edition that is available at the time the license begins. It will also include all material added or updated during the current calendar year.

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

Perpetual Access:

Wiley will provide the Customer with perpetual access to the full text of the Licensed Online Reference Works. Wiley, in its discretion, will either continue online access to the same material on Wiley's server or provide an archival copy in the electronic medium selected by Wiley, at a reasonable cost-based fee.

By providing such access Wiley grants to the Customer a nonexclusive, royalty-free license to use such material in accordance with the restrictions on use specified in Paragraph C of the Agreement, which shall survive any termination of the Agreement.

Pricing:

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

Title	Online-ISBN	Format	Purchase Price	
Encyclopedia of Financial Models	9781118182635	online	\$	1,918.00
Encyclopedia of Quantitative Finance	9780470061602	online	\$	2,789.00
Handbook of Finance	9780470404324	online	\$	2,367.00
Wiley Encyclopedia of Management 3e	9781118785317	online	\$	4,867.00
The Wiley Blackwell Encyclopedia of Consumption and Consumer Studies	9781118989463	online	\$	379.00
Encyclopedia of Statistics in Quality and Reliability	9780470061572	online	\$	3,849.00
Encyclopedia of Statistics in Behavioural Science	9780470013199	online	\$	4,797.00
The International Encyclopedia of Organizational Communication	9781118955567	online	\$	1,420.00
International Encyclopedia of Communication	9781405186407	online	\$	6,104.00
The International Encyclopedia of Digital Communication and Society	9781118767771	online	\$	1,096.00
The Encyclopedia of Strategic Communication	9781119010722	online	\$	938.00
Total:			\$	30,524.00
Customer discount 15%				
To Pay:			\$	25,945.40

Customer's Total FTE Count: 26000

Appendix Term: Perpetual access to the above electronic product(s) guaranteed for the content available in calendar year ending December 31, 2018.

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.

The payment for the above purchase will be done by the agent Ebsco, who will receive the invoice from Wiley on the customer behalf.

There will be no additional payment required directly from the customer.

The Customer confirms that Ebsco is an authorized agent to sign Invoice Agreement Letter for the above purchase on their behalf.