



Smlouva o zajištění přístupu k informačním zdrojům

uzavřená podle ustanovení § 1746 odst. 2 zákona č. 89/2012 Sb., občanského zákoníku,
v platném znění

Knihovna AV ČR, v. v. i.

zapsaná v rejstříku veřejných výzkumných institucí vedeném Ministerstvem školství,
mládeže a tělovýchovy České republiky

se sídlem: Národní 3, 115 22 Praha 1

IČ: 67985971

zastoupena: Ing. Martinem Lhotákem, ředitelem
(dále jen „administrátor“)

a

Univerzita Palackého v Olomouci

veřejná vysoká škola – režim existence dle zákona č. 111/1998 Sb., o vysokých školách a o
změně a doplnění dalších zákonů (zákon o vysokých školách), ve znění pozdějších
předpisů

se sídlem: Křížkovského 8, 771 47 Olomouc

IČ: 61989592

zastoupena: prof. Mgr. Jaroslavem Millerem, M.A., Ph.D., rektorem
(dále jen „partnerská instituce“)

uzavírají tuto smlouvu o zajištění přístupu
k informačním zdrojům:

I.

Preambule

Administrátor obdržel od společnosti Thomson Reuters návrh licenční smlouvy, která umožňuje přístup do bibliografických a citačních zdrojů Book Citation Index, Data Citation Index, Derwent Innovations Index, Biosys Citation Index, Zoological Records, Current Content Connect, Medlines (Web of Knowledge Citation Connection, dále jen „WoK CC“). Licenční smlouva bude uzavřena v délce trvání tří let pro období 2015–2017.

Administrátor bude na základě této licenční smlouvy oprávněn umožnit zaměstnancům partnerské instituce a jejím registrovaným uživatelům přístup k informačním zdrojům WoK CC po dobu trvání této licenční smlouvy.

II.

Předmět smlouvy

1. Administrátor se zavazuje uzavřít se společností Thomson Reuters licenční smlouvu a umožnit zaměstnancům partnerské instituce a jejím registrovaným uživatelům po dobu trvání této licenční smlouvy přístup k informačním zdrojům WoK CC.

2. Partnerská instituce se zavazuje zaplatit administrátorovi za umožnění přístupu k informačním zdrojům WoK CC cenu stanovenou v čl. IV. této smlouvy.

III.

Práva a povinnosti smluvních stran

1. Partnerská instituce se zavazuje, že její zaměstnanci a registrovaní uživatelé budou užívat WoK CC v souladu s licenčními podmínkami uvedenými v příloze č. 1 této smlouvy. V případě, že zaměstnanec partnerské instituce nebo její registrovaný uživatel poruší tyto licenční podmínky, je partnerská instituce povinna nahradit administrátorovi veškerou škodu, která v souvislosti s tímto porušením vznikne.
2. Administrátor se zavazuje zajistit komunikaci s Thomson Reuters v případě potřeby ze strany partnerské instituce.

IV.

Cena

1. Partnerská instituce zaplatí administrátorovi cenu za umožnění licenčního přístupu k informačním zdrojům WoK CC, a to na základě zálohových a konečných faktur.
2. Cena je stanovena na základě cenové nabídky ze strany Thomson Reuters, a to ve výši 8 104 USD za rok 2015, 8 388 USD za rok 2016 a 8 682 USD za rok 2017. Tato částka bude přepočtena dle aktuálního kurzu na Kč ke dni platby administrátora do zahraničí. K ceně bude připočteno DPH dle platných právních předpisů.
3. Zálohové faktury jsou sjednány v následující výši a splatnosti:
 - v r. 2014 částka 215 728 Kč splatná do 30 dnů od podpisu této smlouvy;
 - v r. 2015 částka 223 289 Kč splatná do 31. 3. 2015;
 - v r. 2016 částka 231 115 Kč splatná do 31. 3. 2016.
4. Výše zálohové faktury je vypočtena z kurzu 22 CZK/USD. V případě změny kurzu CZK/USD ke dni fakturace záloh o více než 5 % oproti výše uvedenému kurzu nebo v případě změny sazby DPH může být výše zálohové faktury administrátorem jednostranně upravena.
5. Konečné faktury s vyúčtováním záloh budou vystaveny nejpozději do 30. června roku následujícího po roce, kdy bude vystavena faktura zálohová.

V.

Doba trvání smlouvy

1. Smlouva nabývá účinnosti dnem jejího podpisu oprávněnými osobami obou smluvních stran. Smlouva se uzavírá na dobu určitou, a plnění na jejím základě bude

poskytováno v období od 1.1.2015 do 31. 12. 2017.

2. Smlouvu je možné ukončit před uplynutím doby, na niž se sjednává, pouze na základě písemné dohody obou stran.

VI. Mlčenlivost

1. Informace, o kterých se partnerská instituce dozvěděla na základě této smlouvy včetně jejích příloh, jsou považovány za informace důvěrné a partnerská instituce se zavazuje zachovávat o nich mlčenlivost.
2. Za porušení povinnosti mlčenlivosti se nepovažuje, je-li partnerská instituce povinna důvěrnou informaci sdělit na základě zákonem stanovené povinnosti.

VII. Závěrečná ustanovení

1. Smlouvu lze měnit a doplňovat pouze písemnými dodatky podepsanými oběma stranami.
2. Smlouva je vyhotovena ve třech stejnopisech, dva obdrží partnerská instituce a administrátor obdrží jeden z nich.
3. Nedílnou součástí této smlouvy tvoří příloha č. 1 – Licenční podmínky (The Scientific Business of Thomson Reuters Standard Terms and Conditions (Version 1.3) (US Law) a Content Services Schedule Terms and Conditions Applicable to Content Services Products), které tvoří přílohu smlouvy licenční mezi administrátorem a Thomson Reuters. Tato příloha smlouvy se na právní vztahy upravené touto smlouvou mezi administrátorem a partnerskou institucí užije pouze v rozsahu odpovídajícím těmto vztahům, a to pouze tam, kde tato smlouva samotná nestanoví jinak.
4. Práva a povinnosti smluvních stran plynoucí z této smlouvy v ní výslovně neupravené se řídí právními předpisy České republiky, a to především občanským zákoníkem.

- 5 -01- 2015

V Praze dne
Za administrátora:

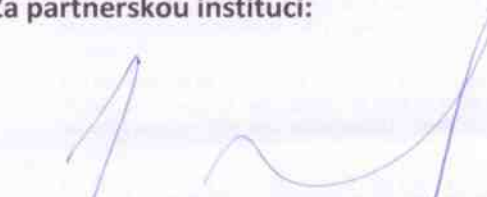


.....
Ing. Martin Lhoták
ředitel

KMHOVNA AV ČR, v.v.i.
Ředitel
Národní 3, 115 22 Praha 1
IČ 67985971, DIČ CZ67985971

16. 12. 2014

V Olomouci dne
Za partnerskou instituci:



.....
prof. Mgr. Jaroslav Miller, M.A., Ph.D.
rektor UP

UNIVERZITA PALACKÉHO V OLOMOUCI
rektorát
Křížkovského 8, 771 47 Olomouc



THE SCIENTIFIC BUSINESS OF THOMSON REUTERS
STANDARD TERMS AND CONDITIONS (VERSION 1.3) (US Law)

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, the following capitalized terms have the following meanings unless otherwise set out on the Cover Sheet:

"Affiliate" means in relation to any Party, any entity that from time to time, directly or indirectly Controls, is Controlled by, or is under common Control with that Party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets, and in relation to TR includes: (i) Thomson Reuters Corporation, Thomson Reuters PLC or any entity or entities that from time to time is/are the parent company or parent companies of any of the Thomson Reuters group of companies (each a "Thomson Reuters Parent Company") and (ii) the respective direct or indirect subsidiaries of any Thomson Reuters Parent Company.

"Agreement" means the agreement created between the Parties incorporating these Terms and Conditions and the Cover Sheet entered into by the Parties;

"Client Materials" means any information, presentations, articles, data, software, equipment or other materials, and any logos, trademarks, get-up/look and feel or other branding ("Client Logos") provided to TR by or on behalf of Client and which TR is required to host, use or modify in connection with the performance of the Services;

"Confidential Information" means (i) all information of a confidential nature concerning the trade secrets or business dealings, pricing, plans, procedures, products, services or strategies of a Party, its Affiliates and third parties to whom that Party owes a duty of confidence; (ii) any document or information designated as confidential; and (iii) any information which by its nature the recipient ought reasonably to conclude is confidential information, in all cases whether encrypted or not and including all copies of the above on any media;

"Control" and its derivatives means the ultimate power to direct or cause the direction of the management or policies of an entity, whether through the ownership of voting securities, by contract or otherwise;

"Cover Sheet" means a TR Cover Sheet signed by TR and Client and incorporating these Terms and Conditions;

"Delivery Method" means the delivery media and/or method through which Client will get access to or TR will deliver the Product, as set out on the Cover Sheet;

"Fees" means the fees payable by Client as set out on the Cover Sheet.

"Initial Term" means the initial term for the provision of a Product or a Service as set out on the Cover Sheet, which shall start on the date of the Cover Sheet unless otherwise set out on the Cover Sheet;

"Intellectual Property Rights" means all patents, copyrights, design rights, database rights, trademarks, service marks, trade secrets, rights in know-how and Confidential Information, image rights, moral rights and any other intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world;

"Party" means a party to this Agreement;

"Product" means the relevant TR product being supplied to Client under the Agreement, being either Content or a Content Service, Deliverables, Documentation, Software or a Software Service, each as defined in the applicable Product Schedule;

"Product Schedule" means one of the Schedules attached to the main body of these Terms and Conditions or otherwise added to the Agreement by a subsequent amendment agreed to by the Parties;

"Renewal Term" means the fixed renewal term for the provision of any Product or Service beyond the Initial Term, which shall be twelve (12) months unless otherwise set out on the Cover Sheet for that Product or Service;

"Service" means any professional service, including but not limited to implementation, customization, maintenance and support, training and consulting services to be provided by TR under the Agreement;

"Term" means, in relation to a Product or Service, the Initial Term together with any Renewal Term(s);

"Third Party Supplier" means a third party supplier of content, software or technology;

"Update" means the release of a version of the applicable Product containing error corrections, fixes, patches or adjustments to the Product, but not including major structural changes and/or significant new features, such version being recognized by an increase in the value of the secondary version number (e.g., version 3.0 to be replaced by version 3.1); and

"Upgrade" means the release of a version of the applicable Product containing major structural changes and/or significant new features, such version being recognized by an increase in the value of the primary version number (e.g., version 3.x to be replaced by version 4.x).

1.2. In the event of any conflict between:

1.2.1. the Cover Sheet and these Terms and Conditions (including the General Terms and Conditions and the relevant Schedules), the Cover Sheet shall prevail, and

1.2.2. the General Terms and Conditions and a Schedule to them, the Schedule shall prevail.

1.3. In this Agreement, unless the context otherwise requires, references to the words "include", "includes", "including", "in particular" or any such similar words or phrases shall be construed without limiting the words preceding or following.

2. TERM, TERMINATION AND SUSPENSION

2.1. This Agreement will take effect on the date of the Cover Sheet and continue (unless lawfully terminated) until the Term of all Products and Services under it has expired.

2.2. Each Product and/or Service shall be provided for the Initial Term and shall renew automatically for the Renewal Term. Either Party may terminate a Product or Service by giving to the other at least thirty (30) days' written notice, such notice to expire (and such termination to take effect) in respect of each Product or Service at the end of the Initial Term or the then current Renewal Term (as applicable).

2.3. Without prejudice to its other rights and remedies, either Party may terminate this Agreement, or any Product or Service (as applicable), with immediate effect by written notice to the other if the other Party is in material breach of this Agreement or its obligations in relation to a particular Product or Service (as applicable) and either that breach is incapable of remedy or the Party in breach has failed to remedy the breach within thirty (30) days after receiving written notice requiring it to so remedy.

2.4. TR may terminate this Agreement or, at its discretion, any Product or Service with immediate effect if any organization which is a competitor of TR acquires Control of Client.

2.5. If at any time TR for any reason decides to cease general provision of a Product or Service, TR may cancel that Product or Service by providing not less than ninety (90) days' written notice to Client.

2.6. UPON TERMINATION OR CANCELLATION UNDER CLAUSES 2.4 OR 2.5 RESPECTIVELY, IF CLIENT HAS PRE-PAID ANY FEES FOR THE RECEIPT OF THE CANCELLED PRODUCT OR SERVICE IN RESPECT



OF ANY PERIOD FOLLOWING THE CANCELLATION DATE, TR'S SOLE LIABILITY TO CLIENT IN RESPECT OF SUCH CANCELLATION SHALL BE TO REFUND THE FEES ALLOCABLE TO THAT PRODUCT OR SERVICE FOR THE PERIOD FOLLOWING CANCELLATION.

- 2.7. Without prejudice to its other rights and remedies, TR may suspend the provision of any Product or Service: (i) if Client is in material breach of this Agreement, for the duration of such breach; and/or (ii) if TR reasonably believes Client is in material breach of this Agreement, for the duration of TR's investigation into whether such breach is occurring or has occurred. TR shall notify Client in writing (including by email) of any temporary suspension, and the cause thereof, as soon as reasonably practicable.

3. CONSEQUENCES OF TERMINATION OR EXPIRY

- 3.1. Upon termination or expiry of this Agreement ("End Date"):

3.1.1. all licenses granted under this Agreement shall cease, except those licenses that are stated to continue beyond the End Date, which shall continue for the applicable period;

3.1.2. Client shall immediately cease access to and use of all of TR's Confidential Information and any Products which are not provided on a perpetual license basis; and

3.1.3. Within thirty (30) days after the End Date or the date on which a perpetual license is terminated pursuant to the terms herein, Client shall, and shall cause all End Users to, erase or destroy all copies (in all formats and all media) of TR's Confidential Information and any Products in Client's or End Users' possession or control, and shall, on TR's request, promptly deliver to TR a written statement signed by an individual having sufficient authority and knowledge, certifying that such actions have been completed in accordance with this clause 3.1.

- 3.2. Upon cancellation of a Product or Service, the provisions of clause 3.1 shall apply in respect of that Product or Service (and "End Date" shall be taken to mean the date of cancellation of the applicable Product or Service).

- 3.3. Clauses 3, 4, 5, 7, 8, 9 and 10 will survive termination or expiration of this Agreement for any reason.

- 3.4. Termination of this Agreement, or cancellation or suspension of a Product or Service will not affect any rights accrued at the date of expiry, termination, suspension or cancellation.

4. WARRANTIES

- 4.1. TR warrants that it has the right to grant all licenses granted under this Agreement.

- 4.2. TR warrants that it will provide any Service in accordance with industry standards using personnel having reasonably appropriate skills, experience, qualifications and knowledge.

- 4.3. Each Party warrants to the other that it has authority to enter into this Agreement and that the entering into this Agreement and the performance of its obligations under it will not violate any applicable laws, directives, regulations, other statutory or legislative provisions or mandatory codes of conduct in force from time to time.

- 4.4. EXCEPT AS SET OUT IN THIS AGREEMENT, ALL WARRANTIES, TERMS AND CONDITIONS, WHETHER IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- 4.5. TR MAKES NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, TIMELINESS, COMPLETENESS OR CORRECTNESS OF ANY PRODUCT OR AS TO ANY PRODUCT BEING UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS IN A PRODUCT WILL BE CORRECTED.

5. EXCLUSION AND LIMITATION OF LIABILITY

- 5.1. NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSS OR

DAMAGE ("INDIRECT LOSSES") ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR ANY PRODUCT OR SERVICE HOWEVER SUCH INDIRECT LOSSES MAY ARISE, EVEN IF THAT PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH INDIRECT LOSSES.

- 5.2. EACH PARTY'S LIABILITY WHICH MAY ARISE OUT OF OR IN CONNECTION WITH A PRODUCT OR SERVICE AND/OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL, IN RESPECT OF ANY INCIDENT, OR SERIES OF CONNECTED INCIDENTS:

5.2.1. IN RELATION TO A PRODUCT OR SERVICE, BE LIMITED TO AN AMOUNT EQUAL TO THE FEES PAID BY CLIENT FOR THAT PRODUCT OR SERVICE; AND

5.2.2. UNRELATED TO A PRODUCT OR SERVICE, BE LIMITED TO AN AMOUNT EQUAL TO THE AGGREGATE FEES PAID UNDER THIS AGREEMENT,

IN THE TWELVE MONTH PERIOD PRIOR TO THE DATE OF THE INCIDENT (OR THE FIRST SUCH INCIDENT IN THE CASE OF A SERIES).

- 5.3. Clauses 5.1 and 5.2 shall:

5.3.1. not apply in relation to: (i) each Party's obligation to indemnify the other Party under this Agreement; (ii) Client's payment obligations; and (iii) any liability arising out of or in connection with Client's infringement of any Intellectual Property Rights in the Products licensed by TR under this Agreement; and

5.3.2. subject to clause 5.3.1, apply equally to TR's Affiliates and Third Party Suppliers as if such third parties were TR.

- 5.4. Client shall indemnify and hold harmless TR and its Affiliates in respect of any liability suffered by TR or its Affiliates as a result of a claim made against TR or its Affiliates by any Affiliate of Client where such liability would be excluded or limited under this Agreement if such claims were made by Client.

6. CONFIDENTIAL INFORMATION

- 6.1. Each Party (the "Receiving Party") shall keep any Confidential Information received from or belonging to the other or its Affiliates (the "Disclosing Party") secret and shall not:

6.1.1. disclose such Confidential Information to anyone except to those of its employees, suppliers, contractors or agents who are bound by confidentiality obligations, for internal use only where disclosure is necessary to perform its obligations or exercise its rights under this Agreement; or

6.1.2. use such Confidential Information other than to perform its obligations or exercise its rights under this Agreement without the prior written consent of the Disclosing Party.

- 6.2. Clause 6.1 shall not apply to any Confidential Information to the extent that:

6.2.1. it is or becomes generally and freely available to the public through no fault of the Receiving Party or its employees, contractors or agents; or

6.2.2. it can be shown to have been independently originated by the Receiving Party or communicated to it by a third party on a non-confidential basis provided that such third party did not breach a confidentiality obligation in making such communication to the Receiving Party.

- 6.3. In the event that the Receiving Party becomes legally compelled (or requested by an applicable regulatory body) to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice (unless legally prohibited) so that the Disclosing Party may either: (i) seek an order preventing disclosure or such other appropriate remedy (and if the Disclosing Party seeks such an order or remedy, the Receiving Party will provide such cooperation as the Disclosing Party reasonably requests); and/or (ii) waive compliance with the provisions of this clause 6. In the event that such an order or other



remedy is not obtained, or if the Disclosing Party waives compliance with the provisions of this clause 6, the Receiving Party will furnish only that portion of the Confidential Information which is legally required (in the reasonable opinion of its legal counsel).

7. INDEMNITY

7.1. Subject to clause 7.2:

7.1.1. TR shall defend, indemnify and hold Client harmless from and against any third party claim that TR is or was not entitled to grant the licenses set out herein and allow Client to use the Products in accordance with this Agreement.

7.1.2. Client shall defend, indemnify and hold TR, its Affiliates and Third Party Suppliers harmless from and against any claim against it or them: (i) that its or their use of any Client Materials in accordance with Client's instructions infringes third party Intellectual Property Rights; or (ii) arising out of or in connection with Client's or any of its Affiliates' or its or their employees', agents' or representatives' use of the Products in breach of the terms of this Agreement.

7.2. A Party seeking to rely on an indemnity under this Agreement ("Claiming Party") may only make a claim under the relevant indemnity provided that it: (i) promptly notifies the other Party ("Indemnifying Party") of any such claim; (ii) does not, without the Indemnifying Party's written consent, do or omit to do anything, or make any admission, which materially prejudices the Indemnifying Party's defense of such claim; and (iii) takes all reasonable steps to mitigate any loss or damage to the third party claimant.

7.3. In the event an injunction is sought or obtained against Client, TR may, at its sole option and expense: (i) procure for Client the right to continue using the affected Product; (ii) replace or modify the affected Product so that it does not infringe; or (iii) terminate this Agreement in respect only to the affected Product and provide to Client a pro-rata refund of the Fees allocable for such Product for the period from the termination date to the end of the pre-paid period (if any).

7.4. TR's obligations under this clause 7 shall not apply in relation to any third party claim attributable to (i) use of any Product in a manner not authorized under this Agreement; (ii) use of any Product in combination with any third party items where such claim would not have arisen but for such combination; (iii) modification or alteration of any Product other than by TR or its sub-contractors; or (iv) use of any version of a Product where a subsequent Update or Upgrade to that version has been generally released which avoids the alleged infringement.

7.5. THIS CLAUSE 7 CONSTITUTES THE ENTIRE LIABILITY OF TR, AND CLIENT'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OF THIRD PARTY RIGHTS.

8. FEES AND PAYMENT

8.1. Client shall pay to TR in accordance with the payment provisions set out below and on the Cover Sheet: (i) the Fees; and (ii) any travel costs and other expenses incurred by TR in performing the Services as set out in the Cover Sheet or as otherwise agreed by Client.

8.2. Invoiced amounts shall be payable without deduction (whether by way of set-off, counterclaim or otherwise) within thirty (30) days of Client's receipt of the relevant invoice from TR ("Due Date"). Unless otherwise stated on the Cover Sheet, all payments shall be made in U.S. dollars.

8.3. Where the Fees include transaction based charges ("Transaction Fees"), TR shall provide Client with monthly invoices following the end of each month detailing Client's usage of the Product and the Transaction Fees incurred by Client in the relevant month. If Client has paid Transaction Fees in advance on a prepay basis (a "Pre-Paid Credit"), at the end of each month TR shall deduct such amount from the Pre-Paid Credit as is equal to the Transaction Fees payable in respect of the relevant month. Pre-Paid Credits are non-refundable and may only be redeemed for transaction based Products. TR shall not be responsible for paying interest on any Pre-Paid Credits.

8.4. All Fees shall be exclusive of any and all charges imposed by a government or other third party ("Tax"), including any consumption, sales or value-added taxes and any import or export fees or charges which shall

be payable by Client in addition to the Fees. If Client is obliged to withhold or deduct any portion of the Fees, then TR shall be entitled to receive from Client such amounts as will ensure that the net receipt, after Tax, to TR in respect of the Fees is the same as it would have been were the payment not subject to the Tax.

8.5. Unless otherwise set out in this Agreement, the Fees shall be effective during the Initial Term. TR reserves the right to increase the Fees for each Renewal Term provided it notifies Client of such modification not less than sixty (60) days prior to the end of the Initial Term or the then-current Renewal Term (as applicable). As certain of the transaction based Products are controlled by Third Party Suppliers, TR reserves the right to change the Transaction Fees for those Products as is necessary to pass to Client any increase in fees charged by Third Party Suppliers. Any changes in such Transaction Fees shall be displayed at the relevant location within the Products or otherwise notified to Client prior to such changes taking effect.

8.6. If Client (or any of its Affiliates) acquires, merges with or is acquired by another company such that the other company, as a result of the transaction, is or would be entitled to use or receive the Products and/or Services under this Agreement, TR shall be entitled to revise the Fees to account for the subsequent increased scope of use within the terms of the applicable license.

8.7. Upon providing Client with reasonable prior written notice, TR shall have the right, either directly or through a third party auditor and not more than once every 12 months, to conduct an audit during Client's normal business hours to verify that the Products are being used in a manner consistent with the provisions of this Agreement. Client shall co-operate with, and provide such applicable information as is reasonably requested by, TR (or its third party auditor) for the purposes of carrying out the audit. Without prejudice to TR's other rights or remedies, if TR or its third party auditor determines that Client is using the Products in a manner inconsistent with the provisions of this Agreement, Client shall (i) immediately cease such inconsistent use or, upon written agreement between the Parties, pay to TR additional Fees sufficient to permit such use, and (ii) reimburse TR for the cost of such audit.

9. GOVERNMENT RESTRICTED RIGHTS

If Client is a branch or agency of the United States Government, the following provision applies: Any software or documentation provided hereunder is comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 CFR 12.212 (Sept 1995). Consistent with 48 CFR 12.212 and 48 CFR 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government end users acquire such software and documentation with only those rights explicitly set forth herein.

10. GENERAL

10.1. Neither Party will be liable to the other for any failure or delay in the performance of its obligations under this Agreement due to circumstances beyond its reasonable control.

10.2. Failure or delay by either Party in exercising any right or power hereunder will not constitute a waiver of such right or power unless agreed in writing pursuant to clause 10.6.

10.3. Client shall not assign, sub-license or delegate any of its rights or obligations under this Agreement without the prior written consent of TR. TR may sub-contract or transfer all or any of its rights or obligations under this Agreement to any third party, provided that in the case of sub-contracting, TR shall remain responsible for the performance by its sub-contractors of such obligations under this Agreement. Any assignment, sub-licensing or delegation in breach of this clause 10.3 shall be null and void.

10.4. Any notice given under this Agreement must be in English, in writing, signed by or on behalf of the Party giving it and delivered personally or sent by express courier or pre-paid registered or certified post to the address set out on the Cover Sheet (or as otherwise notified in writing by that Party by notice complying with the terms of this clause). TR shall be entitled to notify Client about renewal and pricing information by email to the email address of Client's administrator as notified by Client in writing



from time to time. All notices will be treated as being received on the date that the notice is recorded as having been delivered.

10.5 This Agreement contains the entire agreement of the Parties as to its subject matter and supersedes any and all prior written or oral agreements and understandings in relation thereto. Client agrees that any terms and conditions incorporated into any purchase order submitted by it for acceptance by TR whether before or after the date of this Agreement shall not apply and are expressly excluded. Each Party acknowledges that in entering into this Agreement it has not relied on any representations made by the other Party that are not expressed in this Agreement. This clause 10.5 shall not be construed as excluding either Party's liability in respect of any fraudulent statements.

10.6 Any amendment to this Agreement shall only be effective if in writing and executed by a duly authorized representative of each Party.

10.7 If any provision of this Agreement is determined to be illegal or unenforceable by any court of competent jurisdiction, it shall be deemed to have been deleted without affecting the remaining provisions.

10.8 This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its principles governing conflicts of law.

10.9 Each Party intends that TR's Affiliates and Third Party Suppliers shall be third party beneficiaries of this Agreement and, thus, entitled to enforce this Agreement as if an original party hereto. There shall be no other third party beneficiaries.



CONTENT SERVICES SCHEDULE

TERMS AND CONDITIONS APPLICABLE TO CONTENT SERVICES PRODUCTS

The terms of this Content Services Schedule apply, in addition to the terms of the main body of the Terms and Conditions, to all Content Services specified on the Cover Sheet.

1. DEFINITIONS

- 1.1. In this Content Services Schedule, the following capitalized terms have the following meanings:

"Content" means any data (including Tagged Data), metadata, metrics, charts, graphs, literature or other content in any form that is contained within, or provided alongside, a Content Service;

"Content Service" means any TR product providing Content and/or access to Content as set out on the Cover Sheet including, where applicable, all Updates and Upgrades issued thereto;

"Documentation" means the user manuals and other documentation and technical information that TR makes generally available in relation to any Content Service, whether in electronic form or otherwise;

"End User" means an authorized end user of a Content Service within the scope of the License Level;

"Internal Database System" means an electronic searchable database system, which is available only to End Users within a Secure Network;

"License Level" means the level of license purchased by Client in relation to a Content Service as set out and more particularly described on the Cover Sheet;

"Login Details" means the unique user name and password used by End Users to access a Content Service and/or Client's IP address (as notified by Client in writing from time to time) required by TR to validate access and other details (technical or otherwise) concerning access to a Content Service and its login process; the Login Details shall be considered TR's Confidential Information;

"Secure Network" means a network (whether a standalone intranet network or a virtual private network within the Internet), which is accessible only to users authorized by Client and whose access rights are authenticated at the time of login and periodically thereafter consistent with good industry practice;

"Site" means Client's site and/or the designated operating location within Client's site as set out on the Cover Sheet;

"Software" means any software provided by TR as either (i) incorporated in a Content Service; or (ii) on a standalone basis, as set out on the Cover Sheet, including, where applicable, all Updates and Upgrades issued thereto;

"Tagged Data" means the underlying content metadata used to create a Content Service, delivered in its original, unmodified form via FTP feed or other designated electronic media, independent of, or alongside, such Content Service.

"Third Party Host" means the on-line platform provider and/or third party reseller of the Content as set out on the Cover Sheet.

2. RIGHTS OF USE

- 2.1. Subject to payment of the applicable Fees, TR grants to Client in relation to each Content Service a limited, non-exclusive, non-transferable right during the Term to allow End Users to access the applicable Content Service(s) on the terms set out in clauses 2.2, 2.3 and 2.4 below and within the scope of the License Level.
- 2.2. During the Term, in relation to each Content Service for which an End User is licensed, such End User may:
- 2.2.1. access, download and/or print reasonable amounts of Content as required for his or her own work use and Client's internal purposes; and

2.2.2. include insubstantial portions of Content in internal documents that are the property of Client, provided that such documents are for Client's internal use only, or distribute insubstantial portions of Content to third parties as incidental samples for illustrative or demonstration purposes only.

- 2.3. In each instance where an End User is reproducing any portion of the Content, such End User shall duly acknowledge the source of such Content and include the following notice where the Content is reproduced: "This material is reproduced under a license from Thomson Reuters. You may not copy or re-distribute this material in whole or in part without the written consent of the Scientific business of Thomson Reuters."

- 2.4. For the purpose of clause 2.2, an "insubstantial portion" of Content means an amount of Content which: (i) has no independent commercial value; and (ii) could not be used by the recipient as a substitute for any Content Service (or a substantial part of it) provided by TR or its Affiliates.

3. RESTRICTIONS ON USE

- 3.1. Except as otherwise authorized by TR or permitted under the Supplemental Terms at the end of this Schedule, Client undertakes not to, and to ensure that End Users will not:

3.1.1. use, copy, adapt, translate, modify, reverse engineer, decompile, disassemble, sub-license, sell or distribute any portion of a Content Service or any Content other than to the extent that they are expressly licensed to do so under the Agreement or as otherwise expressly permitted by law, where such rights cannot be modified by agreement;

3.1.2. allow any non-End Users to access any Content Service or Content, except as expressly permitted in clause 2.2;

3.1.3. (i) create derivative databases or other works whether using all or some of the Content; or (ii) otherwise use any Content Service (or any portion or derivation of the Content) in any other product or service;

3.1.4. use any Content Service, directly or indirectly, on a time sharing basis, or to provide services for any third party, except as otherwise permitted on the Cover Sheet;

3.1.5. use "web crawlers" or other types of software or hardware technology to automatically download or index Content from any Content Service;

3.1.6. disclose the Login Details to any third party or allow any third party to use the Login Details to access a Content Service (whether on an End User's behalf or otherwise);

3.1.7. (i) create a denial of service, hack into, make unauthorized modifications of or otherwise impede any Content Service, whether by the use of malware or otherwise; or (ii) intercept the communications of others using a Content Service or falsify the origin of Client's or an End User's (as applicable) communications or attempt to do any of the foregoing;

3.1.8. use a Content Service (i) for any illegal or injurious purpose; (ii) to publish, post, distribute, receive or disseminate defamatory, infringing, obscene or other unlawful material; or (iii) to threaten, harass, stalk, spam, abuse or otherwise violate the legal rights (including, without limitation, rights of privacy and publicity) of others; or

3.1.9. use a Content Service for any medical diagnosis or treatment purpose.

- 3.2. Where, in relation to a Content Service, the License Level set out on the Cover Sheet is "Named End User", Client shall ensure that no more End User IDs than the number of Named End User licenses set out on the Cover Sheet are provided to any individuals and that the End User IDs are not transferred from one individual to another.

- 3.3. Where, in relation to a Content Service, the License Level set out on the Cover Sheet is "Concurrent End User", Client shall ensure that no more End Users than the number of Concurrent End User licenses set out on the Cover Sheet access the Content Service at any one time.



3.4. CLIENT UNDERSTANDS THAT TR IS AN INFORMATION PROVIDER AND DOES NOT PROVIDE LEGAL, FINANCIAL OR OTHER PROFESSIONAL ADVICE. THE INFORMATION, MATERIALS AND OPINIONS (IF ANY) CONTAINED IN THE CONTENT SERVICES ARE FOR GENERAL INFORMATION PURPOSES ONLY, ARE NOT INTENDED TO CONSTITUTE LEGAL OR OTHER PROFESSIONAL ADVICE, AND SHOULD NOT BE RELIED ON OR TREATED AS A SUBSTITUTE FOR SPECIFIC ADVICE RELEVANT TO PARTICULAR CIRCUMSTANCES. NEITHER TR NOR ITS AFFILIATES NOR ANY OF ITS THIRD PARTY SUPPLIERS SHALL BE LIABLE FOR ANY LOSS THAT MAY ARISE FROM ANY RELIANCE BY CLIENT, OR ANY THIRD PARTIES, ON THE INFORMATION OR OTHER MATERIALS CONTAINED IN THE CONTENT SERVICES.

3.5. Where applicable and as a condition of TR providing the Content Services, Client shall ensure that it maintains all such licenses and obtains all such consents and approvals to enable TR to host any data, content or other materials supplied by Client, its End Users or its third party licensors, which Client requires TR to host and/or make accessible for use by End Users through the Content Services.

4. INTELLECTUAL PROPERTY RIGHTS

Client acknowledges that all Intellectual Property Rights in the Content Services and Content are owned by TR or its Third Party Suppliers. Save as expressly set out in this Agreement, TR neither assigns any Intellectual Property Rights nor grants any licenses or rights in respect of the Content Services or Content to Client.

5. PROVISION OF ACCESS TO THE CONTENT SERVICES

5.1. Where the Cover Sheet identifies that Client will host the relevant Content Service:

5.1.1. Client shall:

- (a) host the relevant Content Service on a server located at the Site and in an environment which complies with TR's minimum operating specifications (as determined by TR from time to time in writing); and
- (b) maintain commercially reasonable security measures, including hosting the Content Service within a Secure Network to safeguard the Content Service from access or use by any unauthorized third party.

5.1.2. TR shall:

- (a) deliver the Content Service via the Delivery Method; and
- (b) grant Client a limited, non-exclusive, non-transferable right during the Term to host the Content Service on a single server for the purpose of using the Content Service under the terms set out in this Content Services Schedule.

5.2. Where the Cover Sheet identifies that the relevant Content Service will be accessed via a Third Party Host:

- 5.2.1. Client shall be responsible for maintaining such licenses and paying such fees to the Third Party Host as are required by the Third Party Host to access its products and services; and
- 5.2.2. TR shall not be liable for any failure by the Third Party Host to make the Content Service available to Client or for any inability of Client to access the Content from the Third Party Host.

5.3. Where the Cover Sheet identifies that TR will host the relevant Content Service, TR:

- 5.3.1. shall make the Content Service available to End Users via an Internet website hosted and maintained by TR (or by a third party on TR's behalf) and accessible at a URL to be notified by TR to Client from time to time provided that such End Users are authenticated by providing the correct Login Details;
- 5.3.2. may suspend access to the Content Service in order to perform maintenance, network upgrades or other work related to the host site and, where reasonably practicable, will provide reasonable advance notice to Client of such suspension; and

5.3.3. shall use commercially reasonable endeavors to: (i) maintain commercially reasonable server capacity and commercially reasonable Internet connection bandwidth to the location where TR hosts its servers, in each case, to provide End Users with reasonable access to the Content Service; (ii) make the Content Service available to End Users on a twenty-four (24) hour per day basis, except in the event of scheduled maintenance; and (iii) restore access to the Content Service in the event of an unscheduled interruption or suspension of service.

5.4. TR may change the format or nature of a Content Service at any time and shall provide Client with as much prior notice as is reasonably practicable of any such changes.

5.5. Where Client is accessing a Content Service hosted by TR or by a Third Party Host, Client shall be responsible for ensuring that the devices that its End Users use to access the Content Service meet the minimum operating specifications as may be notified by TR or the Third Party Host from time to time in writing.

6. THIRD PARTY CONTENT

6.1. Client acknowledges it may receive access to content that originates from a source other than TR ("Third Party Content") through the Content Services. Where applicable, the Third Party Terms Schedule may contain other terms and conditions which shall apply to Client's and/or any End Users' use of such Third Party Content in addition to the terms and conditions of this Content Services Schedule.

6.2. To the extent that Client archives or redistributes Third Party Content, Client must obtain all required approvals for such archiving and redistribution and upon request, provide copies of such approvals to TR.

6.3. If a Third Party Supplier ceases to make its Third Party Content available to TR or requires TR to suspend or terminate the provision of all or any part of its Third Party Content to Client or to any of its End Users, then TR may suspend or terminate that part of the Content Service, which contains such Third Party Content, immediately without notice or further obligation to Client.

6.4. Client acknowledges and agrees that except where it has entered into a separate agreement directly with a Third Party Supplier, Client has no contract with any Third Party Supplier in respect of the supply of the Third Party Content. No Third Party Supplier owes Client any duty of care with respect to its Third Party Content or accepts any responsibility for it. IF A CONTRACT OR DUTY SHOULD BE HELD TO EXIST, TR, AS AGENT FOR EACH THIRD PARTY SUPPLIER SOLELY FOR THE PURPOSE OF THE FOLLOWING EXCLUSION, EXCLUDES THE LIABILITY OF EACH THIRD PARTY SUPPLIER FOR ANY LOSSES OF CLIENT, WHICH MAY ARISE UNDER THAT CONTRACT OR DUTY.

7. SURVIVAL OF TERMS

Clauses 1 and 4 and (subject to termination pursuant to clause 11) clauses 9 and 10 shall survive termination or expiry of this Agreement or the applicable Content Service.

SUPPLEMENTAL TERMS AND CONDITIONS APPLICABLE TO THE FOLLOWING CONTENT SERVICES AND TO CONTENT FROM SUCH PRODUCTS:

- Arts & Humanities Citation Index
- Biological Abstracts
- BIOSIS Citation Index
- BIOSIS Previews
- Conference Proceedings Citation Index
- Current Chemical Reactions
- Current Contents Connect
- Current Contents Connect Collections
- Current Contents Search
- Derwent Innovations Index
- Essential Science Indicators
- InCites
- Index Chemicus
- Journal Citation Reports
- Science Citation Index Expanded
- Social Sciences Citation Index



Zoological Record

8. INSTITUTIONAL REPOSITORY LICENSE

8.1 Upon request by Client, TR will grant Client a limited, non-exclusive, non-transferable right to use the TR web services applications programming interface ("API") to access any of the above-listed Content Services to which Client currently subscribes, solely for the purpose of extracting, maintaining and displaying certain bibliographic data fields in a publicly available or internal institutional repository during the term of Client's subscription to the relevant Content Service(s). Such institutional repository may only include data regarding materials authored by Client's faculty, students or affiliated researchers, and may not include the following types of information: (i) article abstracts; (ii) cited references; (iii) citing articles; and (iv) author contact information. In addition, Client shall include a hyperlink to the appropriate Content Service in each institutional repository record that contains any Content.

8.2 Client shall not use, copy, adapt, translate, modify, reverse engineer, decompile, disassemble, sub-license, sell or distribute the API other than to the extent that it is expressly licensed to do so under the Agreement or as otherwise expressly permitted by law, where such rights cannot be modified by agreement. Furthermore, Client shall not permit any third party to access the API without TR's prior written consent.

9. PERPETUALLY LICENSED CONTENT

9.2 Where the Cover Sheet indicates that the Content contained within a Content Service is Perpetually Licensed Content, the rights granted under clause 2 in respect of such Content existing as of the relevant End Date shall be perpetual.

9.3 Client shall not use any Perpetually Licensed Content in connection with any software or system that is not provided or approved in writing by TR.

9.4 Following the termination or expiry of this Agreement or of the relevant Content Service, any Perpetually Licensed Content that was hosted by TR prior to termination or expiry will be supplied to Client in a fixed electronic medium as determined by TR upon request by Client.

10. SOFTWARE FOR PERPETUALLY LICENSED CONTENT

10.1 With the exception of EndNote, EndNote Web and any successor products, where Software is used in connection with Perpetually Licensed Content for the purpose of accessing and viewing such Content, TR shall grant Client a limited, non-exclusive, non-transferable, perpetual license to use such Software solely for that purpose and supply such Software to Client in a fixed electronic medium as determined by TR upon termination of the relevant Content Service.

10.2 If TR provides any Software to Client pursuant to clause 10.1, then following termination of the relevant Content Service, TR shall have no obligation to provide support in relation to such Software unless otherwise agreed between the Parties under a separate support agreement. TR MAKES NO WARRANTIES AND ACCEPTS NO LIABILITY IN RELATION TO CLIENT'S USE OF ANY SUCH SOFTWARE FOLLOWING THE TERMINATION OF A CONTENT SERVICE.

11. TERMINATION OF PERPETUAL LICENSE

Client's use of the Perpetually Licensed Content or any Software on a perpetual basis shall be subject to the restrictions and obligations set out in this Agreement, and TR may terminate Client's perpetual license if Client fails to comply with such restrictions and obligations.

12. USAGE REPORTING

With respect to the Content Service(s) designated above, TR will make available to Client statistics regarding the usage of such Content Service by Client and/or End Users in conformance with those guidelines and standards adopted and approved by the International Consortium of Library Consortia (ICOLC) in compliance with the COUNTER Codes of Practice.

SUPPLEMENTAL TERMS AND CONDITIONS APPLICABLE TO THE FOLLOWING CONTENT SERVICES AND TO CONTENT FROM SUCH PRODUCTS:

Aureka
PatentWeb
Thomson Innovation
Trademark.com

13. OTHER PERMITTED USES OF CONTENT

13.1 During the Term, in relation to each above-listed Content Service for which an End User is licensed, such End User may distribute limited, specifically relevant portions of the Content for interactions with (i) government regulatory agencies; (ii) third parties in connection with potential licensing transactions; and (iii) third parties for the purpose of representing or advising Client during litigation or other procedures for the application, renewal, extension or enforcement of Intellectual Property Rights, in each case in connection with Client's products or services.

13.2 During the Term, Client may maintain and use Content from any of the above-listed Content Services in an Internal Database System or in analytical tools for Client's internal business purposes only, where use is limited to access by End Users only, except as otherwise permitted on the Cover Sheet.

SUPPLEMENTAL TERMS AND CONDITIONS APPLICABLE TO TAGGED DATA:

14. OTHER PERMITTED USES OF TAGGED DATA

With respect to any license of Tagged Data, Client may use such Tagged Data to perform numerical or statistical analyses of data elements derived from a Content Service. In addition, notwithstanding any language to the contrary contained herein, Client may (i) download the Tagged Data for use in data analytics, and proprietary or third party visualization tools; (ii) use "web crawlers" to extract patterns from the Tagged Data; and (iii) create derivative databases consisting of the above-mentioned analytics; provided, however, that all Intellectual Property Rights to such Tagged Data or derivative databases shall be owned by TR; all such rights granted in this clause are limited to Client's internal, non-commercial use of the Tagged Data, and Client may not distribute or sublicense to any third party any portion of the Tagged Data or derivative databases created under this clause. Use of the Tagged Data may also be limited to a specific project if so designated on the Cover Sheet.

15. DELIVERY OF TAGGED DATA

TR will provide the Tagged Data to Client in the format that is indicated on the Cover Sheet.