

License Agreement

License ID number: 20868
Licensee: Statni ustav pro kontrolu leziv
Primary Address: Srobarova 48, 100 41 Praha 10 – Vinohrady, Czech Republic

This **License Agreement** between Springer Customer Service Center GmbH, Haberstraße 7, 69126 Heidelberg, Germany (“**Springer**”) and Licensee incorporates the following documents:

- Attachment 1
- The Specific Provisions for Adis Journals
- The Springer Terms and Conditions and attached hereto

1. Content and License Fees

Content	License Fee
Journals	
Fee for Subscribed Adis Journals in Electronic Format	2.959,00 €
License Fees in Total	2.959,00 €

2. Payment Terms

- 2.1 Licensee shall pay the License Fee directly to Springer or to an agent designated by Springer or by Licensee, however payments will only have debt discharging effect if and to the extent received by Springer within 30 days upon receipt of invoice.

3. Miscellaneous

Licensee shall send a fully executed original of this License Agreement to Springer within 30 days of Springer's commencement of Licensee's access to the Content or receipt of this License Agreement. In the event that Licensee fails to do so, Springer may discontinue access to the Content.

IN WITNESS WHEREOF, the parties have signed this License Agreement by their respective, duly authorized representatives with effect from Licensee's access to the Content.

LICENSEE

Signature: _____

Name

(Printed): _____

Title: _____

Date: _____

v z. Mgr. Irena Storová
zástupkyně ředitele
zastoupení na základě bodu
6.1.2. S-001 Aprobčního řádu

Státní ústav pro kontrolu léčiv
Šrobárova 48
100 41 Praha 10
(100)

SPRINGER

Signature: _____

Name

(Printed): _____

Title: _____

Date: _____

Signature: _____

Name

(Printed): _____

Title: _____

Date: _____

Syed A. Hasan

President

Global Sales

15.04.2016

Peter Kau

General Manager

03. 5. 16

Attachment 1
Data of Participating Libraries

- Name, Address, Admin of Participating Library:
Státní ústav pro kontrolu léčiv
Srobarova 48
100 41 Praha 10 – Vinohrady
Czech Republic
- Business Partner ID:
3001128708

Specific Provisions Journals

1. Journals

The journals listed in Section 6 (the "Subscribed Journal(s)" or the "Subscription") contain the volumes of previous years going back to 1997, if available (the "Complimentary Volumes").

2. Print and Electronic Journals Replace

2.1 deleted

2.2 deleted

2.3 deleted.

2.4 In case Licensee orders the print versions of its Subscribed Journals from Springer or from an agent in addition to its e-only-subscription under this License Agreement, Licensee is entitled to a discount in the amount of 75% of the list price of the print version, excluding postage and handling fee ("Deep Discounted Print" or "DDP"). The order shall include the indication that Licensee orders the print versions of the Subscribed Journals under the DDP otherwise Licensee is not entitled to any refund from Springer. This Section does not apply to Non-Subscribed Journals or Complimentary Volumes.

3. Transfer, Take-Over and New Journals

3.1 If the publishing rights to a Subscribed Journal are transferred to another publisher, Springer will use its best efforts to provide Licensee or - in case of a consortium- those Participating Libraries with a respective Subscription with continuous access to those issues of the Subscribed Journal published during the Term either (a) online on Springer's Websites, (b) online on the new publisher's website, or (c) offline by providing the same on a digital storage medium. If Springer is unable to do any of the foregoing, Licensee shall lose access.

3.2 deleted

3.3 Electronic access to new, start-up journals initiated by Springer (the "Start-Up Journals") will be included at no additional cost during the first two years of their publication but not exceeding the Term of this License Agreement. Licensee has no rights to continuous access with regard to the Start-Up Journals.

4. Term and Duration of Access

4.1 The term shall begin on January 1st 2016 and shall end on December 31st 2016 (the "Subscription Year" or "Term").

4.2 After expiration of the Term and subject to Licensee's and Participating Libraries' compliance with this License Agreement, Licensee and each Participating Library, shall be entitled to continuous access to all Subscribed Journals. From January 1st 2019, Licensee shall pay an annual hosting fee in the amount of € 500,- for access to the Subscribed Journals through Springer's Websites, which will be waived during those years that Licensee and/or any Participating Library subscribes to or acquires any additional Content. Licensee and Participating Libraries shall be entitled to access the Non-Subscribed Journals and the Complimentary Volumes only during the Term.

5. deleted

6. List of Subscribed Aids Journals

	Title No.	Title	ISSN electronic	Year
1.	40273	PharmacoEconomics	1179-2027	2016

**Terms and Conditions
for Online Products of Springer**

These **Terms and Conditions** are part of and incorporated into each license agreement for online products (together the "**License Agreement**") licensed by **Springer Customer Service Center GmbH**, Haberstraße 7, 69126 Heidelberg, Germany ("**Springer**") to Licensee and if identified in the License Agreement its Participating Libraries or Consortia Members (collectively "**Licensee**").

"**Content**" means the online products identified in the License Agreement which may include, but shall not be limited to, eBooks, Bookseries, eReference Works, SpringerReference, Journals, Springer Journal Archives, Springer Bookseries Archives, Springer Book Archives, SpringerProtocols, SpringerMaterials and zbMATH published on various websites ("**Springer's Websites**"). "**Authorized Users**" means Licensee's full time and part time faculty members, students and staff members, researchers, contractors and authorized walk-in users.

1. Grant and Scope of License

- 1.1 Subject to Licensee's compliance with the License Agreement, and except as otherwise stated therein, Springer hereby grants Licensee a non-exclusive, revocable and non-transferrable license to access the Content for the duration set forth in the License Agreement.
- 1.2 As permitted by fair use rules or other limitations to copyright provided for by applicable national laws and regulations, Authorized Users may solely for educational, personal, scientific, or research purposes:
- access (including remote access with the exception of walk-in-users), browse, view, collate, display, search and retrieve the Content,
 - download, store on a hard drive or removable media drive, print and copy in paper and digital form single articles, chapters or other individual items of the Content,
 - use single articles, chapters or other individual items of the Content for the preparation of academic and other educational course materials including print-outs, copies in print and digital format with all rights notices duly presented.
- 1.3 As permitted by fair use rules or other limitations to copyright provided for by applicable national laws and regulations, Licensee may:
- make one copy of the Content both in electronic and print format for backup purposes only, unless otherwise stated in the License Agreement,
 - incorporate links on Licensee's intranet and internet websites to the Content in full text format on Springer's Websites,
 - deliver one copy of a journal article or book chapter as hard copy to another library, for personal use or scholarly, educational, or scientific research or professional use, but in no case for Commercial Use as defined in Section 2 below, or for any other purposes prohibited by the License Agreement.

2. Prohibited Uses

Licensee and its Authorized Users shall not:

- remove, obscure or alter any copyright or other notices, trademarks, logos, service marks or any other proprietary rights appearing in or on the Content,
- update, change, revise, adapt, modify, translate, transform or create any derivative work of the Content,
- except as permitted by Section 1, re-distribute, reproduce, or transmit the Content by any means including electronic (e. g., via e-mail, FTP) nor post it on their personal or public websites or on public networks,
- systematically download any Content, use routines designed to continuously and automatically search and index the Content (full text and meta data), such as web-crawling or spider programs or engage in any activity likely to burden Springer's Websites, except as expressly allowed in the License Agreement,
- make the Content or any part of it available by any means, including remote access, to any person other than Authorized Users; or
- directly or indirectly use or assist any third party to use the Content for any commercial or monetary purposes including without limitation any sale, resale, loan, transfer or upload of the Content to a commercial entity's internet website, or otherwise charge a fee for access ("Commercial Use"), provided however, that recovery of direct costs by Licensee from Authorized Users, and use of the Content in the course of research funded by a commercial organization shall not violate this sub-section; or
- undertake any activity that may have a damaging effect on Springer's or Springer's Affiliates ability to achieve revenue through selling and marketing any part of the Content; or
- otherwise use the Content supplied in accordance with this License Agreement in a manner that would infringe

the copyright or other proprietary rights contained within it.

3. Rights and Obligations of Springer

- 3.1 Springer may control access to the Content through Internet Protocol ("IP") authentication, Shibboleth or Athens or another identification method agreed upon by Licensee and Springer.
- 3.2 Springer reserves the right to monitor, investigate and analyze all available data including logfiles to detect misuse of the Content by Licensee and Authorized Users. Springer will inform Licensee in any case of misuse.
- 3.3 Where feasible, Springer shall collect data on usage of the Content and process these according to the COUNTER Code of Practice and according to applicable privacy and data protection laws (the "Usage Data"). The Usage Data will be made available for download by Licensee through a secure website, provided that these statistics are strictly for the Licensee's own internal use and Springer shall not be required to disclose any information to the Licensee which it is prohibited from disclosing to the Licensee due to any legal or regulatory constraint imposed upon it including without limitation any applicable privacy or data protection legislation or regulations or contractual obligations.
- 3.4 Licensee is responsible for the provision of and payment for the computer equipment and telecommunication services necessary for access to and use of the Content. Springer shall not issue credits or refunds against charges incurred by Licensee, Participating Institutions or Authorized Users in relation to such telecommunication services or those incurred contacting customer support. Licensee accepts Springer has no control over such telecommunication services and that Springer shall have no liability to Licensee for the acts or omissions of providers of telecommunication services or for faults in or failures of their apparatus or of the Licensee's computer equipment.
- 3.5 Springer shall use reasonable efforts to provide online availability of Springer's Websites and the Content, subject to periodic unavailability due to server and software maintenance and services outside of Springer's control, and to restore access to the Content as promptly as possible in the event of an interruption or suspension of access to Springer's Websites.
- 3.6 Springer cooperates with a number of digital preservation services provided by e.g. CLOCKSS, LOCKSS and Portico for the preservation of certain online products of Springer. It is in Springer's sole discretion to enter into or to continue such agreements.
- 3.7 Springer reserves the right and has sole discretion to withdraw, edit, amend or retract any part of the Content to which it no longer retains the right to publish or in which regard it has

reasonable grounds to believe is unlawful, harmful, false or infringing.

- 3.8 Springer retains all right, title, and interest in and to the Content, and any trademarks, patent rights, copyrights, and rights to any ideas and designs relating to the Content, Springer's Websites, and all software used to access the same.

4. Rights and Obligations of Licensee

- 4.1 Licensee shall use best efforts to ensure that access and use of the Content is limited to Authorized Users and that all Authorized Users are notified of and comply with the usage restrictions set forth in these Terms and Conditions.
- 4.2 Licensee shall promptly inform Springer of any breaches in security in Licensee's network or its accounts.
- 4.3 If Licensee becomes aware of any unauthorized use of the Content by any Authorized User, Licensee shall immediately inform Springer and shall take appropriate steps to ensure that such activity ceases and to prevent its recurrence. If possible, Licensee shall terminate access by such Authorized User immediately upon receipt of such information, and, depending on the nature of such misuse, and at Springer's sole discretion, Springer may take any action against such Authorized User. Licensee guarantees to terminate the access of an Authorized User if he is no longer an Authorized User.

5. License Fee

- 5.1 Licensee shall pay the fees set forth in the License Agreement (the "License Fees"). Late payments shall be subject to interest charges at the interest rate of 8% above the set European Central Bank interest rate for main refinancing operations in line with the European Late Payment Directive 2011/7/EU. All amounts payable by Licensee shall be exclusive of any sales, use, withholding, value added or similar taxes, government fees or levies or other assessments which shall be the sole responsibility of Licensee.
- 5.2 The License Fees, or any portion thereof, may be invoiced by a Springer Affiliate as defined in section 8.7, or by an agent designated by Springer; or with Springer's consent, by an agent designated by Licensee or by any Participating Library if applicable, however payments will only have debt discharging effect if and to the extent received by Springer or a Springer Affiliate.

6. Termination

- 6.1 In the event Licensee fails to pay the License Fee for an online product and fails to cure such non-payment within 30 calendar days following notice from Springer of the non-payment, Springer may immediately terminate the License Agreement for the respective online product without further notice.

6.2 Without prejudice to any other rights Springer may have, Springer may suspend the provision of the Content to Licensee with immediate effect on written notice without liability if Springer has grounds to reasonably believe that Content is being used in a manner that contravenes the provisions of this License Agreement, or in the event of delay or failure to pay the License Fees in accordance with the terms of this License Agreement.

6.3 Either party may terminate the License Agreement without further notice if the other party materially breaches the License Agreement provided that (1) the non-breaching party has notified and specified the breach in writing to the other party and stated its intention to terminate, and provided that (2) the breach is not cured within 30 calendar days.

6.4 In the event of termination or expiration of the License Agreement, Licensee shall discontinue accessing the respective Content via Springer's Websites and the license grant shall terminate with regard to the Content, unless otherwise stated in the License Agreement. Section 2 and all indemnification and confidentiality obligations herein or in the License Agreement shall survive such termination or expiration.

7. Confidentiality

7.1 The License Agreement including these Terms and Conditions, (collectively, "**Confidential Information**") shall be kept and remain strictly confidential and shall not be disclosed to any third party except to (a) officers, accountants, attorneys, insurers, or others associated with the Parties hereto who have a need to know in order to execute this License Agreement, or (b) as required by law, pursuant to a properly issued subpoena, any order of any court, or other authority or governmental agency with the authority to request information regarding the License Agreement. If Licensee is requested to disclose any Confidential Information, Licensee shall immediately notify Springer of any such request, and shall take reasonable measures such as a protective order to ensure that the recipient of the Confidential Information keeps it confidential.

7.2 This obligation shall not apply to any information which at the time of disclosure is in the public domain or is made available at any time by an independent third party which has not obtained it directly or indirectly in breach of any confidentiality agreement with the party whose information was so disclosed.

8. Representations, Warranties, Indemnification

8.1 Springer represents and warrants that, to its knowledge (i) it has sufficient copyrights, ownership rights and/or utilization rights in and to the Content, and that (ii) use of the Content by Licensee in accordance with these Terms and Conditions shall not infringe any copyright, trademark, patent, or rights of privacy or publicity of any third party.

8.2 The parties shall only be liable for liquidated damages for any kind of breach and irrespective of its legal cause (e.g. defaults, quality defects and defects to title) (i) in case of intentional wrongdoing and gross negligence, (ii) for personal injuries, and (iii) in case of break of a guarantee

8.3 Springer shall not be liable for any damages caused by (a) the use of the Content by Licensee, Participating Library or any Authorized User for any purposes not granted under this Agreement; (b) any failure or malfunction resulting wholly or to any material extent from the Licensee's, Participating Libraries and/or Authorized User's negligence, operator error, use other than in accordance with the user documentation or any other misuse or abuse of the Content; (c) failure by Licensee to implement recommendations previously advised by Springer in respect of, or solutions for, faults in the Content; or (d) the decompilation or modification of the Content or its merger with any other program or any maintenance repair adjustment alteration or enhancement of the Content by any person other than Springer.

8.4 Springer shall defend and hold Licensee harmless from and against any justified claims asserted by third parties based on an infringement of any copyrights or intellectual property rights and indemnify Licensee against any financial obligations arising thereof (including costs of legal proceedings) that Licensee has to bear under a legally binding judgment or under a settlement Springer has consented to in writing provided that Licensee (i) has promptly notified Springer of the asserted claim in writing and (ii) has assigned to Springer, in a timely manner, full control and power over the legal defense. Upon request of Springer, Licensee shall provide Springer with reasonable support for the legal defense of such claims.

8.5 Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, Springer provides the Content "as is" and makes no other representation or warranty. Springer expressly disclaims any liability for any claim arising from or out of the Content, including but not limited to any errors, inaccuracies, omissions, or defects contained therein, and any implied or express warranty as to merchantability or fitness for a particular purpose.

8.6 Licensee represents and warrants that (i) it has the requisite authority to enter into this Agreement, that (ii) if applicable, it is authorized to act on behalf of the Participating Libraries or Consortia Members, and that (iii) it will use its best efforts to solely allow Authorized Users to access the Content as permitted under this License Agreement, and that it will maintain the security of its network, and the integrity of the Content.

8.7 Licensee shall indemnify, defend, and hold harmless Springer and any entity which directly or indirectly through one or more intermediaries controls or is controlled by Springer (or is under common control of one of the foregoing entities) (the "**Springer**

Affiliates") from and against any and all claims, demands, obligations, costs, losses and liabilities, including reasonable attorney fees incurred by Springer and/or Springer Affiliates which arise out of an alleged violation of its representations and warranties set forth herein.

9. General

- 9.1 Springer may assign its rights or delegate its obligations, or any part thereof under the License Agreement, or use sub-contractors without the prior consent of Licensee. Springer will require and ensure that said assignee or delegate will comply with Springer's obligations under this License Agreement. Licensee may not assign, its rights or delegate its obligations or any part thereof under the License Agreement without the prior written consent of Springer. Any attempt by Licensee to assign or delegate any rights or obligations set forth in the License Agreement without Springer's prior written consent shall be null and void.
- 9.2 Either party's delay or failure to perform any term or condition of the License Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of the License Agreement.
- 9.3 If any covenant or other provision of the License Agreement is invalid, illegal or incapable of being enforced, by reason of any rule of law or public policy, all other covenants and provisions shall nevertheless remain in full force and effect.
- 9.4 Any modification of any provision of the License Agreement shall be in writing. Any description sheets or other memoranda concerning the License Agreement shall in no way supersede or be controlling over the terms of the License Agreement.
- 9.5 The License Agreement and the rights and obligations of the parties hereto shall be construed, interpreted and determined in accordance with the laws of Germany without reference to the stipulations of the CISG (United Nations Convention on Contracts for the International Sale of Goods) or to Germany's choice-of-law principles.
- 9.6 The parties acknowledge and agree that any controversies arising out of the License Agreement shall be decided exclusively by the courts of or having jurisdiction for Heidelberg, Germany, as far as legally permissible.
- 9.7 All notices given pursuant to the License Agreement shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt thereof; or (ii) if by facsimile, upon receipt thereof provided a confirmation is sent by mail or hand delivery. Notice to Springer shall be to the licensing manager. Notice to Licensee shall be to the address set forth in the License Agreement.
- 9.8 In case the License Agreement is translated into another language, the English version shall be binding.