

## Licence Agreement between PatSnap as Licensor & the Slovak Centre of Scientific and Technical Information (CVTI SR) as Client

CLIENT	LICENSOR
<p><b>Name:</b> Prof Ján Turňa PhD  <b>Job Title:</b> General Director of CVTI SR  <b>Phone:</b>  <b>Email:</b> sekretariat@cvtisr.sk  <b>Company:</b> Slovak Centre of Scientific and Technical Information (CVTI SR) IČO 151 882, DIČ 2020798395                      IČ DIČ SK 2020798395  <b>Address:</b> Lamačská cesta 8/A                      811 04 Bratislava                      Slovakia  <b>Town/City:</b> Bratislava  <b>Country:</b> Slovakia  <b>Post/ZIP Code:</b> SK 811 04</p>	<p><b>Name:</b> Ray Chohan  <b>Job Title:</b> Commercial Director  <b>Phone:</b>  <b>Email:</b> rchohan@patsnap.com  <b>Company:</b> Patsnap Pte Ltd  <b>Address:</b> Chiswick business park                      566 Chiswick high road                      Building 3                      W4 5YA                      London  <b>Town/City:</b> London  <b>Country:</b> Great Britain  <b>Post/ZIP Code:</b> W4 5YA</p>
<p><b>PRODUCT:</b>  <b>LICENCE PERIOD:</b>  <b>NUMBER OF AUTHORISED USERS:</b>  <b>START DATE:</b>  <b>VALUE (EXCL TAX):</b></p>	<p><i>PatSnap Database + Landscaping</i>  <i>12 months from date this Licence Agreement comes into effect in compliance with clause 6.6</i>  <i>five (5)</i>  <i>the day this Licence Agreement comes into effect in compliance with clause 6.6</i>  <i>€9,000.- EUR</i></p>
<p><b>PATSNAP – RAY CHOCHAN – COMMERCIAL DIRECTOR - PLEASE SIGN BELOW TO INDICATE YOUR ACCEPTANCE OF THE CONTENTS OF THIS LICENCE AGREEMENT WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE.</b></p> <p><b>Signature:</b> _____ <b>Date:</b> _____</p>	
<p><b>CVTISR – PROF JAN TURNA PHD – GENERAL DIRECTOR - PLEASE SIGN BELOW TO INDICATE YOUR ACCEPTANCE OF THE CONTENTS OF THIS LICENCE AGREEMENT WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE.</b></p> <p><b>Signature:</b> _____ <b>Date:</b> _____</p>	

# Terms and Conditions

## Part 1 – Introduction

**1.1** The following terms shall have the following meanings:

(a) **“Authorised User(s)”** means, those individuals (up to any agreed limitation on the number of users) nominated by Client to access the Materials under this Licence Agreement, who shall at all times be Client’s employee(s) or officer(s) located wholly or mainly at, or within the site, country, region or global location(s), as specified by the licence type set out in the licence agreement;

(b) **“Client”** means the client company set out in this licence agreement;

(c) **“Licence Agreement”** means these Terms and Conditions together with the front page.

(d) **“Licence Fee”** means the fees for each of the Materials / Products

(e) **“Licence Period”** means the period of time specified on the front page of this Licence Agreement during which the Materials shall be made available to Client;

(f) **“Licensor”** means PatSnap (a trading division of PatSnap Pte Ltd), a company registered in England and Wales with company number FC031475 whose registered office is at 500 Chiswick High Road, London, W4 5RG with VAT no. 169489837 & EIN 98-1119220. Ray Chohan – Commercial Director.

(g) **“Materials”** means together the Websites and Products;

(h) **“Products”** means the publications, information, databases, data, channel-based data, and other intellectual property listed on the front page of this Licence Agreement or created under this Licence Agreement;

(i) **“Terms”** means these terms and conditions.

(j) **“Websites”** means the online services operated by Licensor.

**1.2** Unless otherwise agreed by Licensor in writing, the Licence Agreement shall govern Client’s access to and use of the Materials, regardless of format or means of delivery, to the exclusion of all other terms and

conditions, including any which Client purports to apply under any purchase order, confirmation of order, specification or other document.

**1.3** Headings are for ease of reference only and shall not affect the construction of this Licence Agreement; words importing one gender include any other; the singular includes the plural and vice versa; words beginning with a capital letter are defined within this Licence Agreement; and the word “including” does not connote any limitation.

## Part 2 – Terms applicable to all Materials

### Licence Fees

**2.1** Licensor making the Materials available to Client shall constitute performance of Licensor’s services and this Licence Agreement shall continue for the duration of the Licence Period, unless terminated earlier pursuant to these Terms.

**2.2** The invoiced amount will be payable within sixty (60) days of Client’s receipt of the relevant invoice from Licensor. Invoice will be paid no later than thirty (30) days from the date of delivery of the invoice to the Client provided that the funding from the European Structural Funds is credited to Client’s account.

**2.3** This Licence Agreement will not come into effect and Licensor will not be bound to supply or permit access to any of the Materials unless and until it accepts a legible copy of the Licence Agreement, signed and dated by the Client at all indicated points.

### Licence and Proprietary Rights

**2.4** Licensor grants Client a non-exclusive, non-transferable licence to access and use the Materials for the Licence Period in accordance with this Licence Agreement. Client undertakes to comply with this Licence Agreement and ensure that Authorised Users do likewise. Client accepts liability for any loss, damage, cost or other liability Licensor incurs as a result of a breach of this Licence Agreement by an Authorised User.

**2.5** Licensor uses reasonable endeavours to ensure that all Materials comply with the laws of the United Kingdom (“**UK**”). However, Licensor makes no representations that the Materials are appropriate or available for use in locations outside the UK. Authorised Users accessing or using the Materials in or from locations outside the UK do so on their own initiative and shall be responsible for compliance with all applicable laws.

**2.6** The Materials are protected by international copyright laws, database rights and other intellectual property rights. Licensor, its affiliates or third party licensors are the owners of these rights. All product and company names and logos contained within the Materials are the trademarks, service marks or trading names of their respective owners. All rights not specifically granted to Client under this Licence Agreement are reserved.

**2.7** Licensor warrants that it has the right to licence the Materials to Client and that it will provide the Materials with reasonable skill and care. All other expressed or implied terms, conditions, warranties, representations or endorsements in relation to the Materials are excluded to the fullest extent permitted by law.

#### **Limitation of Liability and Indemnity**

**2.8** Licensor uses reasonable endeavours to ensure that Materials are accurate, however, Licensor cannot guarantee the accuracy of Materials, which are provided strictly on an “as is” basis. Licensor accepts no liability for any loss or damage whatsoever sustained by Client as a result of using or relying on Materials.

**2.9** Client agrees that, where Materials include any opinion, analysis, prediction or assessment of facts or circumstances (“**Opinions**”), such Opinions represent Licensor’s subjective views based on the facts or information available or circumstances known to it at the relevant time.

#### **Data Protection and Monitoring**

**2.10** Unless otherwise defined, terms in this clause shall have the meanings defined within the UK Data Protection Act 1998, as amended from time to time.

#### **Part 3 – Terms applicable to Websites**

**3.1** Client must notify Licensor immediately of any unauthorised use of Access Credentials or any other breach of security regarding Licensor’s websites that come to Client’s attention.

**3.2** Without prejudice to any other right or remedy and only after written notification, Licensor may disable any Access Credentials at any time, if Client or an Authorised User has failed to comply with clauses **3.1**.

**3.3** Client is responsible for ensuring that its computer system meets all relevant technical specifications necessary to receive Materials. Licensor cannot guarantee the continuous operation of Websites or their freedom from technical errors and accepts no liability for such interruptions or errors.

**3.4** Client agrees as a principal obligation that Client shall not:

- (a)** attempt to reverse engineer, decompile or otherwise interfere with the Websites;
- (b)** attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other Internet connected device owned or managed by Licensor.

#### **Part 4 – Terms of Permitted Use**

##### **Internal use**

**4.1** Authorised Users may, solely for their own use in the internal course of Client’s business:

- (a)** access and use Materials (whether in hard copy, electronic data storage (“**EDS**”) or other electronic form and regardless of the means of access or delivery);
- (b)** download and store limited and insubstantial extracts from individual reports, articles or documents contained in the Materials (“**Extracts**”);

**(c)** download, print and/or store one copy of reports and newsletters contained in the Materials; and

**(d)** print Extracts.

**4.2** Authorised Users may use content in internal business reports circulated to Client's employees or officers.

**4.3** Licensor provides the Client with the data from searches executed by all the Authorised users as specified in this Licence Agreement, which are stored on Client's HDD, for perpetual use. These data are mainly bibliographic data containing also abstracts, first claims in xls, pdf or csv formats including visualisation and full texts of the documents. These data are provided free-of-charge and are downloaded on quarterly basis.

#### **External use**

**4.4** Except as expressly permitted under this Licence Agreement, Client shall not, and shall ensure as a principal obligation that Authorised Users shall not, use Materials for any purpose external to normal usage, including mass advertising and/or public relations campaigns.

**4.5** Authorised Users may use Extracts for external purposes, provided such use is in the ordinary course of Client's activities and does not form part of a systematic, regular or routine pattern of use.

**4.6** Licensor grants to Client permission to use Extracts as part of an audio visual presentation, speech or marketing material provided always that such use shall (unless otherwise agreed in writing with Licensor) be only in compliance with all of the following conditions:

**(a)** Licensor's copyright notice is displayed with reasonable prominence on any written document;

**(b)** for audiences or recipient lists of 150 or more persons, a proof of the document is supplied to Licensor no less than 30 days before the intended date of use. Client shall not release or use in any way such documents incorporating Extracts, until written

permission is received (not to be unreasonably withheld or delayed).

#### **General use of Materials**

**4.7** Client shall not (and shall ensure as a principal obligation that Authorised Users shall not) other than as expressly permitted in this Licence Agreement: resell, sub-licence, rent, lease, transfer or attempt to assign the rights in the Materials (in whole or in part) to any other person.

#### **Part 5 - Duration and Termination**

**5.1** In consideration of the Licence Fee, Licensor will supply the Products (including Print Copies, if any) and/or make them available to Client via the Websites beginning from the date of signing this Licence Agreement by the Client and Licensor.

**5.2** Licensor may after written notice to Client immediately terminate this Licence Agreement if Client becomes a competitor of Licensor or if Client sells, sub-licences, provides, discloses or transmits any of the Materials to any of Licensor's competitors.

**5.3** Either party may immediately terminate this Licence Agreement at any time if the other:

**(a)** materially breaches any of its obligations under this Licence Agreement and fails to remedy such breach (if capable of remedy) within 30 days of receiving written notice of the breach;

**(b)** persistently breaches of any of its obligations under this Licence Agreement, regardless of whether such breaches are capable of remedy; and/or

**(c)** goes into liquidation whether compulsory or voluntary; is declared insolvent; has an administrator or receiver appointed over the whole or any part of its assets; enters into any arrangement for the benefit of or compounds with its creditors generally; ceases to carry on business or threatens to do any of these things or suffers any analogous event in any jurisdiction.

## Post Termination

**5.4** Upon termination or expiration of this Licence Agreement:

- (a)** all Client's rights and licences to Materials shall immediately cease;
- (b)** Client shall ensure, as a principal obligation, that all Authorised Users immediately cease using any Access Credentials;
- (c)** Licensor shall not be required to refund any fees received from Client;

## Part 6 – General

**6.1** This Licence Agreement is the whole agreement between the parties and supersedes any previous agreement relating to the subject hereof. The parties agree that, in entering into this Licence Agreement, they do not rely on (and shall have no remedy in respect of) any statement, representation, warranty or understanding (whether negligently or innocently made) other than as expressly set out in this Licence Agreement as a warranty.

**6.2** This Licence Agreement does not confer any rights on any person or party not a signatory to this Licence Agreement pursuant to the UK Contracts (Rights of Third Parties) Act 1999.

**6.3** The Client is entitled to usage statistics for all of the Authorised Users, these are to be sent to the Client quarterly on the Client's request. Additionally each Authorised User will have full access to view and copy the full history on their account.

**6.4** The Licensor provides the Client with documentation, mainly instructions and manuals, which are considered as part of the purchase.

**6.5** The Licensor organises a free-of-charge in-depth webinar training for the Authorised users within two weeks from the date of signing this Licence Agreement by the Client and Licensor.

**6.6** The Licensor and Client agree that this Licence Agreement, signed by the Licensor and the Client will be disclosed in full and

made available to the public via the Slovak Central Register of Contracts on the [www.crz.gov.sk](http://www.crz.gov.sk) web site (in accordance with Act no. 546/2010 Coll.) and the CVTI SR web site [www.cvtisr.sk](http://www.cvtisr.sk) and to any natural person or legal entity in accordance with Slovak legislation (Act no. 211/2000 Coll. on *Free Access to Information*, Slovak Government Resolution no. 603/2010 and Slovak Government Decree no. 498/2011 Coll.). This Licence Agreement is effective from the day following the day of disclosure of this Licence Agreement on the web site of the Central Register of Contracts, [www.crz.gov.sk](http://www.crz.gov.sk).

**6.7** The subject to this Licence Agreement is co-funded from the European Regional Development Fund within the Research and Development Operational Programme as part of implementation of the national project "*Support to the Establishment and Development of the National Entrepreneurial Centre in Slovakia – Stage I*" contract no. OPVaV/NP/1/2014, ITMS code: 26240220092). The Licensor is obliged to permit the control and audit and the Licensor is obliged to cooperate during the inspection in the audit executed by the authorised auditing body pursuant to § 6 and § 10 Act no. 528/2008 Coll. on *Assistance and Support Provided from the European Union Funds*, as amended, and pursuant to Council Regulation (EC) no. 1083/2006, respectively, to those entities and persons designated by the authorised bodies pursuant to § 6 and § 10 Act no. 528/2008 Coll. and Council Regulation (EC) 1083/2006. The Licensor is not entitled to any recompense, refund or other compensation for permitting the control and providing cooperation during the control.

**6.8** The Licensor is obliged, in particular, to report the cost structure of the Contract Agreement upon request from the Client or the authorised body and their designated entities and persons, to supply the supporting accounting documents and documents of other character for the purpose of documenting the documents required for the purpose of the audit and control pursuant to this clause of this Licence Agreement. So as to avoid problems in documenting the implementation of this Licence Agreement,

the Client reserves the right to request such documents from the Licensor.

**6.9** Any failure to cooperate in the control, or failure to supply the documents requested from the Licensor shall be deemed to be a serious breach of this Licence Agreement.

**7.0** In the event of damages incurred due to failure on the part of the Licensor to permit the control, due to failure to cooperate in the control and due to failure to supply the requested documents, the Licensor is obliged to pay the damages in full.