

January 2008

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- f **Force Majeure.** Any prevention of or delay in either party's performance hereunder due to labor disputes, acts of God, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond such party's reasonable control shall excuse such party's performance of its obligations hereunder for a period equal to the duration of any such prevention or delay.
- g **Non-Waiver.** The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- h **Survival.** The provisions of this Agreement that should by their nature survive termination of this Agreement shall survive such termination, including, but not limited to Sections 3(c), 3(e), 4(a), 6, 7, 8, 9 and 10.

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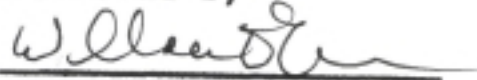
By:  _____

Name: prof. RNDr. Ján Turňa, CSc.

Title: director

Date: February 24, 2009

EXECUTED by



William D., O'Connor
IEEE Director Of Marketing Operations

Date: 31-march-2009

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- 3 Comenius University
- 4 Technical University Kosice
- 5 Slovak University of Technology
- 6 Matej Bel University
- 7 University of Economics
- 8 Slovak Centre of Scientific & Technical Information

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- 3 Comenius University
- 4 Technical University Kosice
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By:  _____

Name: prof. RNDr. Ján Turňa, CSc.

Title: director

Date: February 24, 2009

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IEEE Director Of Marketing Operations

Date 31-MARCH-2009



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January 2006

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 - b. Protection. Licensee shall make reasonable efforts to advise all Authorized Users of the restrictions on use of and IEEE's rights in the Licensed Products set forth in Sections 3(c) and 4(a). In the event that Licensee becomes aware of any unauthorized use of the Licensed Products by way of Licensee's IP addresses, servers or other facilities, Licensee shall promptly give notice to IEEE of such unauthorized use and make all reasonable efforts to eliminate such unauthorized use.
5. **Term and Termination**
- a. Term. Unless terminated sooner in accordance with subparagraph (b) of this Section, this Agreement shall continue in effect for an initial term of 12 months (the "Initial Term") from the Service Date. The Parties shall automatically enter into new Agreement with the same content as this Agreement for additional 12-month period (each a "Renewal Term") upon written notice sent to IEEE not later than thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. The License Fees for next five years are stated in Schedule C and Licensee is obliged to pay the License Fee under the conditions set

forth in Schedule C of this Agreement. This procedure of entering into new Agreement applies only for a period of five years from the Service Date.

D. Termination. Notwithstanding the terms of subparagraph (a) of this Section, this Agreement may be terminated as follows:

- (1) **Material Breach.** Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured thirty (30) days after the non-breaching party gives the breaching party written notice of such breach.
- (2) **Suspension.** In the event that IEEE notifies Licensee of a material breach of Section 3(c), 5) of this Agreement, IEEE reserves the right to suspend Licensee's access to the Licensed Products. IEEE will make commercially reasonable efforts to limit suspension to the offending IP address or user account to the extent that the offending IP address or user account can be reasonably ascertained under the circumstances; otherwise, IEEE reserves the right to suspend all online access to the Licensed Products by Licensee. The suspension shall remain in effect until Licensee has cured the material breach, and Licensee shall not be entitled to a refund of any fees during such suspension. If Licensee does not cure the material breach within thirty (30) days after notice of such breach, IEEE shall be entitled to terminate this Agreement.
- (3) **Withdrawal of Content.** IEEE reserves the right to withdraw from the Licensed Products content that it no longer retains or has the right to license, or that it has reasonable grounds to believe is unlawful, harmful, false, or infringing. If the withdrawal represents more than twenty-five percent (25%) of the content of the Licensed Products, then Licensee shall be entitled to terminate this Agreement upon thirty (30) days written notice to IEEE and receive a pro rata refund of the License Fee for the then applicable term.
- (4) **Insolvency.** Either party may terminate this Agreement in the event that the other party becomes insolvent or bankrupt, becomes the subject of any proceedings under bankruptcy, insolvency, or debtor's relief law, has a receiver or manager appointed, makes an assignment for the benefit of creditors, or takes the benefit of any applicable law or statute in force for the winding up or liquidation of such party's business.

L. Events Upon Termination. Upon termination of this Agreement, Licensee shall make reasonable efforts to delete all electronic copies of Articles that are in its possession or control. Licensee may continue to use print copies of Articles made in accordance with the terms and conditions herein during the term of this Agreement, provided that Section 3(c) shall continue to govern use of such print copies of Articles.

B. Representations and Warranties. IEEE and Licensee each represents and warrants to the other that: (a) it has the necessary power and authority to enter into this Agreement; (b) the execution and performance of this Agreement has been authorized by all necessary corporate or institutional action; (c) entry into and performance of this Agreement will not conflict with any provision of law or the certificate of incorporation, bylaws or comparable organizational documents of the party; or conflict with any provision of any contract to which it is a party; (d) no action by any governmental organization is necessary to make this Agreement valid and binding upon the party; and (e) it possesses all licenses and other governmental approvals necessary to perform its obligations under this Agreement.

7. DISCLAIMER. THE LICENSED PRODUCTS ARE PROVIDED TO LICENSEE AS IS AND WITH ALL FAULTS. IEEE TO THE MAXIMUM EXTENT PERMITTED BY LAW EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS (EXCEPT AS SET FORTH IN SECTION 6) EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION: (A) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (B) ANY WARRANTY WITH RESPECT TO THE QUALITY, ACCURACY, CURRENTCY OR COMPLETENESS OF THE LICENSED PRODUCTS. OR THAT LICENSEE'S USE OF THE LICENSED PRODUCTS WILL BE ERROR FREE, UNINTERRUPTED, FREE FROM OTHER FAILURES OR WILL MEET LICENSEE'S REQUIREMENTS.

8. LIMITATION OF LIABILITY

- a. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL BUSINESS OR FINANCIAL LOSS OCCASIONED BY OR RESULTING FROM ANY USE OF THE LICENSED PRODUCTS SUCH AS ANY MALFUNCTION, DEFECT OR FAILURE OF THE LICENSED PRODUCTS OR THEIR DELIVERY VIA THE INTERNET, EVEN IF SUCH PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.
- b. IEEE UNDERTAKES NO RESPONSIBILITY FOR AND DISCLAIMS ALL LIABILITY ARISING FROM ANY DEFECTS OR FAILURES IN ANY COMMUNICATIONS LINES, THE INTERNET OR INTERNET SERVICE PROVIDER, LICENSEE'S COMPUTER HARDWARE OR SOFTWARE OR ANY OTHER SERVICE OR DEVICE USED TO ACCESS THE LICENSED PRODUCTS OR TO AUTHENTICATE ANY USER AS AN AUTHORIZED USER. LICENSEE ACKNOWLEDGES AND AGREES THAT IEEE IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION OR DATA CONTAINED IN THE LICENSED PRODUCTS AND IEEE SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM RELIANCE ON ANY SUCH INFORMATION OR DATA UNDER ANY CIRCUMSTANCES.

9. **Archival Access:** Upon termination of this Agreement, except in the event of termination due to Licensee's material breach or insolvency, Licensee may obtain one (1) static copy of the Licensed Products containing content published between the Service Date and termination date of this Agreement by paying the then-applicable fee assessed by IEEE for access. The static file shall not include any IEEE Standards Online Packages or IEEE Expert Now. IEEE shall provide the static file to Licensee on a USB drive or comparable media available at the time. Licensee shall have a non-exclusive, non-transferable license to use the static file only in accordance with the same terms and conditions that govern the use of Licensed Products under this Agreement.

10. General

- a. **Notice:** Notices given under this Agreement shall be in writing and may be delivered by hand or sent by courier, registered mail, e-mail or fax to the physical address, e-mail address or facsimile number for each party set forth on the first page of this Agreement. Any such notice shall be deemed successfully given: (1) if delivered personally at the time of delivery; (2) in the case of an internationally recognized courier service, the date of delivery confirmation; (3) in the case of registered mail, five (5) days from the date of posting; or (4) in the case of e-mail or facsimile, at the time of successful transmission.
- b. **Assignment:** Licensee may not assign this Agreement, or sublicense, assign or delegate any right or duty hereunder, by operation of law or otherwise, without the prior written consent of IEEE.
- c. **Entire Agreement:** This Agreement, including all annexes, exhibits and schedules, contains the final and entire agreement of the parties on the subject matter herein and supersedes all previous and contemporaneous oral or written negotiations or agreements on the subject matter herein.
- d. **Amendment:** This Agreement may not be amended except in a writing executed by an authorized representative of each party.
- e. **Severability:** If any provision of this Agreement is prohibited by law or declared invalid, illegal or unenforceable, then such provision shall be severed and all other terms of this Agreement shall remain in full force and effect.
- f. **Force Majeuro:** Any prevention of or delay in either party's performance hereunder due to labor disputes, acts of God, governmental restrictions, enemy or hostile governmental action, fire or other casualty, or other causes beyond such party's reasonable control shall excuse such party's performance of its obligations hereunder for a period equal to the duration of any such prevention or delay.
- g. **Non-Waiver:** The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- h. **Survival:** The provisions of this Agreement that should by their nature survive termination of this Agreement shall survive such termination, including, but not limited to, Sections 3, 4, 5, 6, 7, 8, 9 and 10.

1. Counterparts (This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument)

THE INSTITUTE OF ELECTRICAL AND
ELECTRONICS ENGINEERS, INCORPORATED

By _____
Name _____
Title _____
Date _____

LICENSEE

Centrum vedecko-technicky informacii SR
(CVTI SR)
Stredisko pre vedecku a technicku informaciu

By _____

Name: prof. RNDr. Jan Turňa, CSc.

Title: director

Date: February 24, 2009

EXECUTED by



William D., O'Connor
IEEE Director Of Marketing Operations

Date: 3/4/2009

**SCHEDULE A
LICENSED PRODUCTS AND SUPPORT SERVICES**

1. Licensed Products

- IEEE/ET Electronic Library (ELI)
- IEEE All-Society Periodicals Package (ASPP)
- IEEE Proceedings Order Plan (POP)
- IEEE Proceedings Order Plan ALL (POP ALL)
- The following IEEE Standards Online Packages: All Inclusive IEEE Standards All Inclusive Information and Technology All Inclusive Telecommunications All Inclusive Power and Energy
- Electro-Magnetic Compatibility LAN/MAN Plus Drafts Power Distribution & Regulating Transformers Power Protective Relaying Power Switchgear Power Transmission & Distribution Software Engineering Bio Architecture Communications Design Automation
- Portable Applications (POSIX) Electric Machinery Insulated Conductors Power Generation
- Substations Surge Protective Devices Testing Instrumentation & Measurements Metric Practice Medical Device Communications Nuclear Engineering Industrial & Commercial Facilities Vehicular Technology
- IEEE Expert Now

The features of each Licensed Product are described at
<http://www.ieee.org/web/publications/subscriptions/index.html>

- 2. Installation Support** IEEE will provide the following installation support to Licensee:
- General assistance with implementation of Licensed Products
 - Guidance with configuring product application on various platforms
 - Provision of general instructions and background materials
- 3. Continuing Support** IEEE will provide the following continuing support to Licensee:
- Troubleshooting individual problems
 - Regular system and product updates via newsletters and e-mail
 - As practicable, maintenance of discussion groups via listserv and/or e-mail
- 4. Customer Service** IEEE will provide customer service via e-mail, telephone or fax during regular business hours (8:00 a.m. to 4:30 p.m. Eastern Time, Monday through Friday, excluding U.S. holidays) for feedback, problem-solving or general questions:
- Telephone: +1 800 701 4531 (USA/Canada) +1 732 981 0060 (International)
 - Fax: +1 732 991 9657
 - Email: custserv@ieee.org
- 5. Availability** The Licensed Products shall be subject to periodic unavailability due to regular maintenance (including, but not limited to, maintenance on the servers) and other equipment used to host the Licensed Products, installation or testing of software and loading of journals as they become available. IEEE shall notify the Licensee of each periodic unavailability at least 5 working days before such unavailability occurs. IEEE shall use commercially reasonable efforts to minimize the extent of any period of unavailability due to such regular maintenance. Licensee shall not be entitled to any credit reduction or set off against the License Fee for downtime or any interruption in the availability of the Licensed Products unless such interruption exceeds twenty-four (24) continuous hours in duration. In such event, excluding the interruption caused by Force Majeure and the interruption due to duly announced regular maintenance, IEEE shall provide Licensee with a credit equal to 1/365 of the annual License Fee for each continuous twenty-four (24) hour period from the time of interruption until restoration of Licensee's access to the Licensed Products, provided that Licensee promptly notifies IEEE of the service interruption. No adjustments shall be made for accumulating periods of non-continuous interruptions. No credit allowance will be issued for any interruption in Licensee's access to

The Licensed Products caused by any negligence or willful act of Licensee or failure of equipment, software or services not provided by IEEE.

**SCHEDULE B
AUTHORIZED SITES**

A Name of Member Institutions of Licensee

- 1 University of P. J. Šafárik Kosice
- 2 University of Žilina
- 3 Comenius University
- 4 Technical University Kosice
- 5 Slovak University of Technology
- 6 Matej Bel University
- 7 University of Economics
- 8 Slovak Centre of Scientific & Technical Information

B IP Address(es) of Member Institutions: if proxy server is used, skip part B and go to part C

Licensee Responsibilities

Licensee shall be responsible for verifying the status of Authorized Users, providing lists of valid IP addresses to IEEE, and updating such lists promptly as changes are made. Licensee shall cooperate with IEEE in the implementation of additional security procedures reasonably requested by IEEE.

Licensee represents and warrants that: (a) the list of IP addresses provided above is accurate and valid, and (b) Licensee shall use reasonable efforts to maintain sufficient security with respect to such IP addresses so as to prevent use of Licensed Products by anyone other than Authorized Users.

Use of Blind Log In Script

If Licensee opts to utilize a Blind Log In Script, Licensee acknowledges and agrees to the following: (a) a Blind Log In Script can only be placed on Licensee's secure, internal, password-protected network and can only be accessed by Authorized Users; (b) a simultaneous user session is immediately occupied when an Authorized User accesses the Licensed Products; (c) if a simultaneous user session is interrupted or expires for any reason, the Authorized User must return to Licensee's internal page that contains the link to the Licensed Products to regain access to the Licensed Products; and (d) an Authorized User will not be able to gain access to links provided by CrossRef, a collaborative reference linking service, with an IEEE article. For more information regarding Blind Log In Script, please contact onlinesupport@ieee.org.

Schedule C

This Multi-Year Commitment is between Consortium Slovakia ("Licensee") and the Institute of Electrical and Electronics Engineers ("IEEE"). The Consortium named above, which has been authorized to sign this Multi-Year Commitment on behalf of its ("Member Institutions") listed within, who have agreed to participate in this Commitment as part of the Consortium. The parties agree to acknowledge the Multi-Year Commitment and be bound by the terms and conditions.

A. Member Institutions:

1. University of P. J. Safarik Kosice
2. University of Zilina
3. Comenius University
4. Technical University Kosice
5. Slovak University of Technology
6. Matej Bel University
7. University of Economics
8. Slovak Centre of Scientific & Technical Information

B. Licensed Products:

The licensed product is defined as the IEEE online product(s) selected in Schedule A. The IEEE/IET Electronic Library (IEL) provides full-text access to IEEE and IET journals, magazines, transactions and conference proceedings as well as active IEEE standards. The features of each Licensed Product are described at:

<<http://www.ieee.org/web/publications/subscriptions/index.html>>

C. The Access Fee

The Access Fee listed below (without VAT) to be paid by Licensee on behalf of the Member Institutions reflects payment for Licensed Products for a period of five (5) years from the Service Date. Installment 1, shall be due no later than March 31st, 2009.

Installment 1 – subscription year 2009 - \$378,000

Installment 2 – subscription year 2010 - \$395,010

Installment 3 – subscription year 2011 - \$412,785

Installment 4 – subscription year 2012 - \$431,360

Installment 5 – subscription year, 2013 - \$450,770

D. Optional Electronic Archive:

Licensee may purchase one (1) static copy containing content published in the IEEE/IET Electronic Library between the Service Dates outlined below. IEEE shall provide the electronic archive on a USB drive per Member Institution for additional 12-month periods upon payment of the annual installment fee listed below. Licensee will notify IEEE at least sixty (60) days prior to the expiration of the then-current term, if Licensee agrees to pay IEEE the fees set forth.

Installment – subscription year 2010 - \$7,500

Installment – subscription year, 2011 - \$7,995

Installment – subscription year, 2012 - \$8,500

Installment – subscription year 2013 - \$8,995

E Optional ASPP Print Package

Licensee may purchase the IEEE All-Society Periodicals Package (ASPP)—in print—access to the IEEE's core collection of engineering, electronics and computer science periodicals. IEEE shall charge shipping and handling cost of USD \$500 for all non-US print orders. The ASPP print package is available as an institutional calendar year subscription per Member Institution for additional 12-month periods upon payment of the annual instalment fee listed below. Licensee will notify IEEE at least sixty (60) days prior to the expiration of the then-current term if Licensee agrees to pay IEEE the fees set forth:

Instalment – subscription year 2010 - \$13 960

Instalment – subscription year 2011 - \$14 858

Instalment – subscription year 2012 - \$15 381

Instalment – subscription year 2013 - \$16 160

F Training and Customer Service

- a. IEEE will make best efforts to provide training of using of Licensed Products for Authorized Users at least once a year in at least two places (e.g. Bratislava and Košice). The training might take at least one day. Training shall be coordinated by Licensee. IEEE agrees to ensure that a training concerning using of Licensed Products shall be prepared by the company EBSCO Information Services or one of its regional offices.
- b. Customer Service shall be provided by EBSCO Information Services through its regional offices in Prague and/or Vienna. The main contact person shall be Mr. Vladimír Černý, vladimir.cerny@minerva.at for administrative issues and Vojislav Milovanovic, vmilovanovic@ebSCO.com for contract and sales issues.

G General Terms and Conditions

1. This Agreement shall continue in effect for an initial term of 12 months from the Service Date. Licensee shall automatically enter into new Agreement with the same content as this Agreement for additional 12-month periods as set forth in Article 5 letter a. of the IEEE Online Products Agreement.
2. The Purchase Order and corresponding Invoice will be effected by IEEE's authorized representative for Slovak Republic as follows:

Minerva Wissenschaftliche Buchhandlung GmbH (EBSCO Vienna):
Ignaz-Kock Str. 9 1210 Vienna Austria
3. The invoice shall contain essentials of tax document in accordance with legal regulation of the Slovak Republic. The invoiced amount shall be payable within thirty (30) days of Licensee's receipt of the relevant invoice. Licensee shall pay the invoiced amount by wire transfer to the bank account specified in the invoice.
4. Unless otherwise agreed between the parties, all payments shall be made in USD.
5. It is understood that this Multi-Year Commitment and Access Fee is effective based upon the participation of the Member Institutions listed above. During the term of this agreement if one of the Member Institutions terminates their participation, then upon yearly renewal the terms and Access Fee of this Multi-Year Commitment will be renegotiated based upon participating Member Institutions.

- 6 Credits / offsets for withdrawing members will be based on one-year periods. Partial credits will not be offered in the case of termination by Member Institutions prior to the expiration of the then-current term.

THE INSTITUTE OF ELECTRICAL AND
ELECTRONICS ENGINEERS INCORPORATED

By _____

Name _____

Title _____

Date _____

LICENSEE

Centrum vedecko-technických informácií SR
(CVTI SR)

Slovak Centre of Scientific and Technical
Information

By _____

Name prof. RNDr. Jan Turňa CSc.

Title director

Date February 24, 2009

EXECUTED by



William D., O'Connor
IEEE Director Of Marketing Operations

Date 3/7/2009

Centrum vedecko - technických informácií
Slovenskej republiky (CVTI SR)
Projektová kancelária
Attention to: Ms. Zitnanska
Lamačská cesta 8/A
811 04 Bratislava/Slovakia

Bianca Konrad
Tel.: +49 30 34005-154
Fax: +49 30 34005-290
E-Mail: bkonrad@ebSCO.com
Berlin, 6. April 2009

Signed License Agreement for the Slovak Center for Scientific and Technical Information

Dear Ms. Zitnanska,

please find enclosed 2 copies of the IEEE license agreement counter-signed by the publisher.

Thank you very much.

Best regards from Berlin



Bianca Konrad

