



General License Agreement for the usage of De Gruyter databases, eBooks and eJournals

between

Walter de Gruyter GmbH
Genthiner Str. 13, 10785 Berlin

- hereinafter referred to as "De Gruyter" -

and

Institution
Masaryk University
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- hereinafter referred to as "Licensee" -

Preamble

De Gruyter offers the use of its own databases and eJournal contents on the basis of a time-limited option and/or perpetual option. In principle, the use of De Gruyter eBooks is offered on a perpetual basis. This license agreement regulates the rights and duties from De Gruyter as well as the Licensee for the use of databases as well as eJournals and eBooks. The details of the duration of the respective licenses as well as details concerning the licensee are defined in appendix 1.

In light of the foregoing, the parties agree to the following:

1. Key definitions:

eBooks: With payment of a one-time price the Licensee acquires a perpetual license for the eBook(s).

Basic database content: The content available of a database at a specific point of time.

Authorized Users: Authorized users are users of the Licensee which have a valid user authorization. Authorized users can only be natural persons. The Licensee is obliged to control the user authorization annually, here the authorized users must present their user authorization in person.

2. Subject Matter of the Agreement

2.1 This agreement regulates the perpetual and time-limited access to the basic database content as well as the licensing of eJournal content and eBooks from De Gruyter for the Licensee (hereinafter referred to as **service**).

2.2 The agreed terms of a service (time-limited or perpetual licenses, date, annual/perpetual license fee for eJournals or eBooks, number of years until entitlement to perpetual access, update regulations) are documented in an Appendix to this General License Agreement (Appendix 1). An Appendix will be part of this General License Agreement when it is issued by De Gruyter and accepted by the Licensee as a part of this General License Agreement.

2.3 De Gruyter grants the Licensee the non-exclusive, non-transferable right which may not be sub-let to access the services in accordance with this Agreement and the



regulations in the respective Appendix and to enable access and allow the use for the Authorized Users (Appendix 1).

Access and use for the respective platform from De Gruyter have to be via an independent network or a virtual network via the internet which only allows access to the Authorized Users who are checked and supervised by the Licensee.

- 2.4 De Gruyter enables access for the Licensee to its services on a platform from De Gruyter. In case of a perpetual license for a service, access is granted for an unlimited period of time to the basic content available at the date of payment. In case of time-limited licensing the access is restricted to 12 months and prolonged for additional 12 months after payment of the, at that time, current annual license fee.

The details for access to an expanded or updated version of a database are given in Appendix 1 to the General License Agreement. Access via a time-limited license is granted for an unlimited period of time once the number of years of continuous payment of the, at that time, current annual license fee as defined in the respective Appendix has been reached.

- 2.5 Access is provided to the Licensee for an unlimited number of concurrent users.

- 2.6 De Gruyter does not recognise any of the Licensee's general terms and conditions which deviate from or extend these license conditions unless De Gruyter has agreed in writing that they should apply.

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- 3.1 The rights of use and access are granted on condition that payments due are met. The fee that the Licensee has to pay to De Gruyter for the particular service is specified in Appendix 1 to this agreement.

- 3.2 The specifics about the update or annual license fee for updated or expanded databases are defined in the respective Appendix. The amount of the update or annual license fee is based on the amount of additional content added to a database within a year and is defined on average one year in advance.

- 3.3 Absent an agreement by the parties to the contrary, all payments are due no later than 30 days following the invoice date.

- 3.4 The costs of hardware, software, telecommunication, etc. incurring in conjunction with the access are to be paid by the Licensee alone.

- 3.5 The Licensee can only set off such counter-claims or retentions as have been established by the courts or are uncontested.

4. Rights of use, Access rights

- 4.1 The contracting parties agree that the services are copyright-protected in De Gruyter's favour. This applies both to the platform/database, the works in the database and to the copyright-protected works contained therein and to any other protectable elements. For this, use and access are only allowed to the extent expressly permitted by this General License Agreement.

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- 5.6 To establish whether illicit use or misuse has occurred, De Gruyter is entitled to monitor access to the services and use of the platform.
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 - (c) to the full extent in the case of breach of guarantee.

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9. Relationship between the Parties

- 9.1 This Agreement and all of its Appendixes do not create any partnership, joint venture, and/or any similar relationship between the parties.



9.2 Furthermore, this Agreement and all of its Appendixes do not create any kind of agency relationship between the parties and/or any authorizations/powers of attorney in favour of the respective other party.

10. Miscellaneous Provisions

10.1 Either party's right to terminate the agreement for important cause remains unaffected. De Gruyter can in particular terminate the agreement if illicit use has been made or if the rights granted by these conditions have been exceeded. Termination for important cause assumes that adequate time has been given in writing for the cause to be remedied without remedy having been effected within that time.

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11. Concluding Conditions

11.1 This Agreement is subject to the law of the Federal Republic of Germany, with the exception of the United Nations Convention on contracts for the International Sale of Goods.

11.2 If the client is a businessperson, a corporate body under public law, constitutes special assets governed by public law or is without domestic legal domicile, the exclusive competent court of jurisdiction for all disputes arising out of or in connection with these license conditions is Berlin.

11.3 Modifications and supplementations to this contract must be made in writing. The same applies to the contracting away of this written-form clause.

11.4 The rights and duties arising from this agreement are also binding for legal successors of any of the parties.

11.5 Should individual provisions of these conditions or of the license agreement be or become null or void or if there is an omission in the agreement, the validity of the remaining provisions remains unaffected. Instead of the null or void provision, that effective provision is regarded as agreed which approximates most closely in actual, legal and economic terms to the purpose of the non-effective provision and of the agreement as a whole. This applies correspondingly in the event of an omission in the agreement.

11.6 Appendix 1 as well further Appendixes issued by De Gruyter and accepted by the Licensee as a part of this General License Agreement in their entirety constitute an integral part of this contract.