

# POLITICO PRO

## LICENSE AGREEMENT

This Agreement (“**Agreement**”) is entered into as of the date listed below (“**Effective Date**”) by and between the organization listed below (“**Client**”) and POLITICO SPRL, a Belgian private limited liability company with Company Registry Number 0526.900.436 d/b/a POLITICO Pro.

**1. GRANT OF RIGHTS.** This Agreement grants Client a non-exclusive, revocable, non-transferable, non-assignable worldwide license to use the POLITICO Pro services (“**Services**”) as selected in Appendix A. This Agreement permits only identified Users (*i.e.* a current employee of the Client to whom individual access is granted to the Services as indicated in Appendix A) to access and receive content from POLITICO Pro.

The foregoing license does not include the right for the Client to grant sublicenses, in whole or in part, to any rights granted under this Agreement externally (*i.e.* persons or entities outside the Client’s company group) or exceeding the number of users determined in Appendix A.

POLITICO reserves the right to adapt or change the licensed content (amount, contents, design) at all times, without requiring Client’s consent under any circumstances. POLITICO shall take all reasonable measures to ensure that a similar level of content and quality thereof is guaranteed during the term of the Agreement.

**2. USER ID AND PASSWORD.** POLITICO Pro will give Users a user ID and password. User ID and password credentials shall be strictly limited to the number of Users for which Client purchases access. Sharing or transferring the User ID and password is prohibited without written permission from POLITICO Pro.

**3. PRICING AND INVOICING.** Client shall be invoiced annually, in advance, at the rate (“**Rate**”) attached hereto as Appendix A for the selected Service(s). Payment shall be due within thirty (30) days of the invoice date. Accounts not paid within thirty (30) days of the invoice date shall be considered delinquent, in which case POLITICO Pro reserves the right to suspend provision of the selected Service(s) without prior notice. Client agrees to bear all reasonable costs, including attorneys’ fees, that POLITICO Pro incurs to collect payment due hereunder.

POLITICO reserves the right to amend pricing modalities, including the Rate, as well as the scope of its Services and content every year. Client will be informed in due time of any such changes prior to the end of the then current term in accordance with article 4 hereunder. The absence of any objections by Client to proposed changes in pricing, content and or Services - within a reasonable period of time not exceeding fourteen (14) days - shall imply the full and irrevocable acceptance of such changes by Client.

**4. TERM AND TERMINATION.** This Agreement shall take effect as of the Effective Date and shall terminate on the date reflected below (Termination Date). This Agreement shall automatically renew for consecutive one (1) year terms starting the day after the initial Termination date, unless either party provides written notice to the other party of its intent to terminate this Agreement not less than sixty (60) days before the end of the then current term.

POLITICO may terminate this Agreement, with immediate effect and without compensation, by sending Client a written notice by registered letter or e-mail if the latter does not comply with any of its contractual obligations, specifically including articles 2 (the sharing and/or transferring of User ID’s), 3 (late payment) and 5 (infringement of POLITICO’s intellectual property rights) of this Agreement, and fails to remedy this breach within five (5) calendar days from the registered letter or e-mail. Proposals for pricing amendments by POLITICO, in accordance with article 3 above, shall under no circumstances constitute a ground for termination.

In the event of early termination, for any reason whatsoever, Client undertakes to pay POLITICO the entire sum due under this Agreement, without prejudice to any damages due.

**5. INTELLECTUAL PROPERTY.** Client acknowledges that the POLITICO Pro content is subject to worldwide intellectual property rights owned by or licensed to POLITICO Pro or its licensors and that neither Users nor Client hereby obtains any intellectual property rights whatsoever in the same, among others, copyright, rights relating to databases, trademarks, patents, etc. Neither Client nor Users shall directly or indirectly reproduce, download, commercialize or otherwise distribute (in print, electronic, or intranet format) material appearing on [www.politico.eu](http://www.politico.eu) (hereafter the “**Website**”) or received via email without prior written permission from POLITICO Pro.

**6. PRIVACY.** To ensure electronic delivery accuracy and copyright compliance, POLITICO Pro may use tracking software, which may forward certain technical data and email usage information from any computer that opens the email to POLITICO Pro. POLITICO Pro will not share this information with anyone outside the POLITICO SPRL and any of its affiliates, nor will POLITICO Pro use it for any commercial purpose. More information about data collection practices is available at <http://www.politico.eu/privacy-policy/>.

**7. LIABILITY.**

POLITICO makes no warranties (express or implied) with respect to the Services, the licensed content or to POLITICO’s

performance of its obligations hereunder, including without limitation, the implied warranties of merchantability, title and fitness for a particular purpose, or non-infringement. POLITICO shall furthermore not be liable to Client for any indirect, consequential, incidental, special, or punitive damages. POLITICO's liability arising from this Agreement, whether in contract or tort, will under no circumstances exceed the aggregate amounts paid by Client to POLITICO during the 12 month period immediately preceding the occurrence of the claim giving rise to the liability.

Under no circumstances shall POLITICO be liable to Client by reason of termination or non-renewal of this Agreement for compensation, reimbursement or damages for loss of prospective compensation, goodwill or loss thereof or expenditures, investments, leases or any type of commitment made in connection with Client's business or in reliance on the existence of this Agreement.

8. **GENERAL.** POLITICO may assign its rights and obligations under this Agreement without Client's consent. Client may not assign its rights and obligations under this Agreement other than with the prior written consent of POLITICO. This Agreement shall be binding upon the parties, their successors, administrators, heirs and permitted assigns. This Agreement (together with the documents referred to in this Agreement) constitute(s) the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

None of the stipulations in this Agreement may be interpreted as constituting an association, franchise, employment, agency, partnership or mandate for any reason and for any purpose whatsoever.

No breach by Client of any provision of this Agreement shall be waived or discharged except with the express written consent of POLITICO.

Should either party be unable to perform any obligation required of it under this Agreement, because of any cause beyond its control (including, but not limited to war, insurrection, riot, civil commotion, shortages, strike, lockout, fire, earthquake, calamity, windstorm, flood, material shortages, failure of any suppliers, freight, handlers, transportation vendors or like activities, or any other force majeure), then such party's performance of any such obligation shall be suspended for such period as the Party is unable to perform such obligation.

Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal, it shall be severed from this Agreement and the remaining terms shall remain in full force and effect. This Agreement shall be governed by and construed under the laws of Belgium and the jurisdiction of

the Belgian courts. All notices hereunder shall be sent, by certified mail, to POLITICO Pro at Rue de la Loi 62, 6<sup>th</sup> floor, 1040 Brussels, Belgium and to Client at the mailing address provided in this Agreement.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Agreement as of the Effective Date.

**Client: Rada pre vysielanie a retransmisiu**  
(Council for broadcasting and retransmission)

**Signed:** \_\_\_\_\_  
**Name:** L'UBOŠ KUKLIŠ  
**Title:** DIRECTOR OF THE OFFICE OF CBR  
**Email:** OFFICE@RVR.SK  
**Address:** PALISADY 36  
811 06 BRATISLAVA  
SLOVAK REPUBLIC

**Billing Information:**

**VAT:** 20%

**Who will be invoiced for this agreement?**

Same as above

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**EFFECTIVE DATE:** 30 November, 2018

**TERMINATION DATE:** 31 December, 2019

Sheherazade Semsar  
Managing Director, POLITICO

APPENDIX A

**POLITICO Pro Europe  
SUMMARY OF SERVICES**

- Individual, customized access to minute-to-minute news coverage from our policy reporting teams.
- Access to POLITICO Pro's morning newsletters and weekly Brussels Influence newsletter.
- Password access to policy-specific Pro content on the POLITICO.eu Website.

**POLITICO Pro Service Terms**

Please insert your initials in the \_\_\_ spaces provided below:

LK **POLITICO Pro Access:** Client will have access to the policy area(s) selected below for 3 users based in the Slovakian offices:

<b>Pro Europe Policy Area(s):</b>
Technology

LK **POLITICO Pro Rate:** Rates are based on number of users and policy areas indicated above and are subject to change with the addition of users and/or policy areas. Rates do not include applicable VAT. The preferred rate offer is valid through 30 November, 2018.

<b>Standard Annual Rate</b>	<b>Preferred Annual Rate</b>
Seven thousand four hundred and twenty-nine euros € 7429	Four thousand nine hundred and ninety-two euros € 4992

The rate to add Users to the above specified policy area throughout this Agreement term is €1486 per User.

LK **POLITICO Pro Gratis Access:**

- For no additional charge, Client will have access to the above specified policy area(s) and number of users from 30 November, 2018 to 31 December, 2018.

LK **Service Limitations:** This Agreement does not permit forwarding of POLITICO Pro content (i.e., newsletters, articles, email alerts) externally or to non-Users within the Client's organization. This Agreement expressly excludes auto-forwarding and manually forwarding POLITICO Pro content, and posting POLITICO Pro content on any website or intranet. Finally, users may not share their individual login and password with others.

LK **Invoicing:** Notwithstanding Paragraph 3 above, the Preferred Annual Rate invoice will be delayed until 1 January, 2019.

**VAT Exempt:** Check here if your organization is VAT exempt. Please provide a copy of your VAT exemption certificate with this signed agreement.

# POLITICO PRO

## LICENSE AGREEMENT

This Agreement ("Agreement") is entered into as of the date listed below ("Effective Date") by and between the organization listed below ("Client") and POLITICO SPRL, a Belgian private limited liability company with Company Registry Number 0526.900.436 d/b/a POLITICO Pro.

**1. GRANT OF RIGHTS.** This Agreement grants Client a non-exclusive, revocable, non-transferable, non-assignable worldwide license to use the POLITICO Pro services ("Services") as selected in Appendix A. This Agreement permits only identified Users (*i.e.* a current employee of the Client to whom individual access is granted to the Services as indicated in Appendix A) to access and receive content from POLITICO Pro.

The foregoing license does not include the right for the Client to grant sublicenses, in whole or in part, to any rights granted under this Agreement externally (*i.e.* persons or entities outside the Client's company group) or exceeding the number of users determined in Appendix A.

POLITICO reserves the right to adapt or change the licensed content (amount, contents, design) at all times, without requiring Client's consent under any circumstances. POLITICO shall take all reasonable measures to ensure that a similar level of content and quality thereof is guaranteed during the term of the Agreement.

**2. USER ID AND PASSWORD.** POLITICO Pro will give Users a user ID and password. User ID and password credentials shall be strictly limited to the number of Users for which Client purchases access. Sharing or transferring the User ID and password is prohibited without written permission from POLITICO Pro.

**3. PRICING AND INVOICING.** Client shall be invoiced annually, in advance, at the rate ("Rate") attached hereto as Appendix A for the selected Service(s). Payment shall be due within thirty (30) days of the invoice date. Accounts not paid within thirty (30) days of the invoice date shall be considered delinquent, in which case POLITICO Pro reserves the right to suspend provision of the selected Service(s) without prior notice. Client agrees to bear all reasonable costs, including attorneys' fees, that POLITICO Pro incurs to collect payment due hereunder.

POLITICO reserves the right to amend pricing modalities, including the Rate, as well as the scope of its Services and content every year. Client will be informed in due time of any such changes prior to the end of the then current term in accordance with article 4 hereunder. The absence of any objections by Client to proposed changes in pricing, content and or Services - within a reasonable period of time not exceeding fourteen (14) days - shall imply the full and irrevocable acceptance of such changes by Client.

**4. TERM AND TERMINATION.** This Agreement shall take effect as of the Effective Date and shall terminate on the date reflected below (Termination Date). This Agreement shall automatically renew for consecutive one (1) year terms starting the day after the initial Termination date, unless either party provides written notice to the other party of its intent to terminate this Agreement not less than sixty (60) days before the end of the then current term.

POLITICO may terminate this Agreement, with immediate effect and without compensation, by sending Client a written notice by registered letter or e-mail if the latter does not comply with any of its contractual obligations, specifically including articles 2 (the sharing and/or transferring of User ID's), 3 (late payment) and 5 (infringement of POLITICO's intellectual property rights) of this Agreement, and fails to remedy this breach within five (5) calendar days from the registered letter or e-mail. Proposals for pricing amendments by POLITICO, in accordance with article 3 above, shall under no circumstances constitute a ground for termination.

In the event of early termination, for any reason whatsoever, Client undertakes to pay POLITICO the entire sum due under this Agreement, without prejudice to any damages due.

**5. INTELLECTUAL PROPERTY.** Client acknowledges that the POLITICO Pro content is subject to worldwide intellectual property rights owned by or licensed to POLITICO Pro or its licensors and that neither Users nor Client hereby obtains any intellectual property rights whatsoever in the same, among others, copyright, rights relating to databases, trademarks, patents, etc. Neither Client nor Users shall directly or indirectly reproduce, download, commercialize or otherwise distribute (in print, electronic, or intranet format) material appearing on [www.politico.eu](http://www.politico.eu) (hereafter the "Website") or received via email without prior written permission from POLITICO Pro.

**6. PRIVACY.** To ensure electronic delivery accuracy and copyright compliance, POLITICO Pro may use tracking software, which may forward certain technical data and email usage information from any computer that opens the email to POLITICO Pro. POLITICO Pro will not share this information with anyone outside the POLITICO SPRL and any of its affiliates, nor will POLITICO Pro use it for any commercial purpose. More information about data collection practices is available at <http://www.politico.eu/privacy-policy/>.

**7. LIABILITY.**

POLITICO makes no warranties (express or implied) with respect to the Services, the licensed content or to POLITICO's

performance of its obligations hereunder, including without limitation, the implied warranties of merchantability, title and fitness for a particular purpose, or non-infringement. POLITICO shall furthermore not be liable to Client for any indirect, consequential, incidental, special, or punitive damages. POLITICO's liability arising from this Agreement, whether in contract or tort, will under no circumstances exceed the aggregate amounts paid by Client to POLITICO during the 12 month period immediately preceding the occurrence of the claim giving rise to the liability.

Under no circumstances shall POLITICO be liable to Client by reason of termination or non-renewal of this Agreement for compensation, reimbursement or damages for loss of prospective compensation, goodwill or loss thereof or expenditures, investments, leases or any type of commitment made in connection with Client's business or in reliance on the existence of this Agreement.

**8. GENERAL.** POLITICO may assign its rights and obligations under this Agreement without Client's consent. Client may not assign its rights and obligations under this Agreement other than with the prior written consent of POLITICO. This Agreement shall be binding upon the parties, their successors, administrators, heirs and permitted assigns. This Agreement (together with the documents referred to in this Agreement) constitute(s) the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

None of the stipulations in this Agreement may be interpreted as constituting an association, franchise, employment, agency, partnership or mandate for any reason and for any purpose whatsoever.

No breach by Client of any provision of this Agreement shall be waived or discharged except with the express written consent of POLITICO.

Should either party be unable to perform any obligation required of it under this Agreement, because of any cause beyond its control (including, but not limited to war, insurrection, riot, civil commotion, shortages, strike, lockout, fire, earthquake, calamity, windstorm, flood, material shortages, failure of any suppliers, freight, handlers, transportation vendors or like activities, or any other force majeure), then such party's performance of any such obligation shall be suspended for such period as the Party is unable to perform such obligation.

Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal, it shall be severed from this Agreement and the remaining terms shall remain in full force and effect. This Agreement shall be governed by and construed under the laws of Belgium and the jurisdiction of

the Belgian courts. All notices hereunder shall be sent, by certified mail, to POLITICO Pro at Rue de la Loi 62, 6<sup>th</sup> floor, 1040 Brussels, Belgium and to Client at the mailing address provided in this Agreement.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Agreement as of the Effective Date.

**Client: Rada pre vysielanie a retransmisii**  
(Council for broadcasting and retransmission)

Signed: \_\_\_\_\_  
Name: L'UBOŠ KUKLIŠ  
Title: DIRECTOR OF THE OFFICE OF CBR  
Email: OFFICE@RVR.SK  
Address: PALISA'DX 36  
811 06 BRATISLAVA  
SLOVAK REPUBLIC

**Billing Information:**

VAT: 20%

Who will be invoiced for this agreement?

Same as above

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

EFFECTIVE DATE: 30 November, 2018

TERMINATION DATE: 31 December, 2019

Sheherazade Semsar  
Managing Director, POLITICO

APPENDIX A

**POLITICO Pro Europe  
SUMMARY OF SERVICES**

- Individual, customized access to minute-to-minute news coverage from our policy reporting teams.
- Access to POLITICO Pro's morning newsletters and weekly Brussels Influence newsletter.
- Password access to policy-specific Pro content on the POLITICO.eu Website.

**POLITICO Pro Service Terms**

Please insert your initials in the \_\_\_ spaces provided below:

LK **POLITICO Pro Access:** Client will have access to the policy area(s) selected below for 3 users based in the Slovakian offices:

<b>Pro Europe Policy Area(s):</b>
Technology

LK **POLITICO Pro Rate:** Rates are based on number of users and policy areas indicated above and are subject to change with the addition of users and/or policy areas. Rates do not include applicable VAT. The preferred rate offer is valid through 30 November, 2018.

<b>Standard Annual Rate</b>	<b>Preferred Annual Rate</b>
Seven thousand four hundred and twenty-nine euros € 7429	Four thousand nine hundred and ninety-two euros € 4992

The rate to add Users to the above specified policy area throughout this Agreement term is €1486 per User.

LK **POLITICO Pro Gratis Access:**

- For no additional charge, Client will have access to the above specified policy area(s) and number of users from 30 November, 2018 to 31 December, 2018.

LK **Service Limitations:** This Agreement does not permit forwarding of POLITICO Pro content (i.e., newsletters, articles, email alerts) externally or to non-Users within the Client's organization. This Agreement expressly excludes auto-forwarding and manually forwarding POLITICO Pro content, and posting POLITICO Pro content on any website or intranet. Finally, users may not share their individual login and password with others.

LK **Invoicing:** Notwithstanding Paragraph 3 above, the Preferred Annual Rate invoice will be delayed until 1 January, 2019.

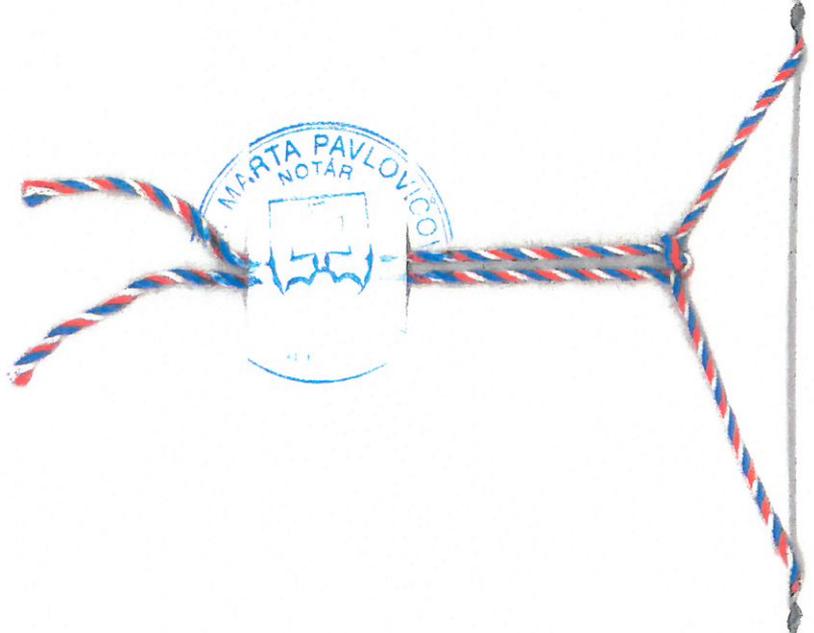
**VAT Exempt:** Check here if your organization is VAT exempt. Please provide a copy of your VAT exemption certificate with this signed agreement.

Osvedčujem, že táto listina doslovne súhlasí s predloženým  
originálom (osvedčeným odpisom), skladajúcím sa z <sup>3</sup> strán.  
Ide o odpis úplný (čiasťový). Na listine boli vykonané tieto zmeny,  
doplnky: .....

V Bratislave dňa 28.12.2018



JUDr. David PAVLOVIČ  
notársky kandidát  
poverený notárkou  
JUDr. Martou Pavlovičovou



Preklad z anglického jazyka

## **POLITICO PRO LICENČNÁ ZMLUVA**

Túto zmluvu k dátumu, ktorý sa uvádza ďalej, (dátum účinnosti) uzatvárajú: organizácia klienta a belgická spoločnosť s učením obmedzeným POLITICO SPRL, zapísanou pod č. 0526.900.436, vykonávajúca svoju činnosť pod názvom POLITICO Pro.

**1. POSKYTNUTIE PRÁV.** Táto zmluva poskytuje klientovi nevýhradnú, odvolateľnú, neprevoditeľnú nepostupiteľnú celosvetovú licenciu na používanie služieb spoločnosti POLITICO Pro (ďalej „služby“). Táto zmluva umožňuje, aby len identifikovateľní používatelia (t.j. súčasný zamestnávateľ klienta, ktorému sa poskytuje individuálny prístup k službám, ako sa to uvádza v Prílohe A) mali prístup a získali obsah služby spoločnosti POLITICO Pro. Uvedená licencia nezahrňuje právo klienta poskytnúť sublicenciu, a to ani vcelku, ani čiastočne, k žiadnym právam poskytnutým v zmysle tejto zmluvy zvonka/externe (teda osobám zvonka alebo väčšiemu počtu používateľov ako sa uvádza v Prílohe A).

Spoločnosť POLITICO si vyhradzuje právo kedykoľvek a za akýchkoľvek podmienok upraviť a zmeniť obsah licencie (jej rozsah, obsah, koncepciu) bez toho, aby si vyžiadala súhlas klienta.

Spoločnosť POLITICO uskutoční primerané opatrenia, aby sa zabezpečilo, že podobná obsahová a kvalitatívna úroveň služby bude garantovaná po celý čas doby platnosti zmluvy.

**2. UŽÍVATEĽSKÉ ID/ MENO/Identifikátor užívateľa A HESLO.** Spoločnosť POLITICO Pro dá užívateľom užívateľské meno a heslo. Titul na užívateľské meno a heslo je prísne limitovaný na ten počet užívateľov, ktorým klient zakúpil prístup. Spoločné používanie a prevádzanie užívateľského mena a hesla je bez písomného povolenia spoločnosti POLITICO Pro zakázané.

**3. STANOVENIE CENY A FAKTUROVANIE.** Klientovi sa fakturuje sadzba za vybratú službu/vybraté služby podľa Prílohy A. Platba je splatná do tridsiatich (30) dní od dátumu faktúry. Účty nezaplatené do tridsiatich (30) dní od dátumu faktúry sa považujú za nezaplatené, a v tomto prípade si spoločnosť POLITICO Pro vyhradzuje právo zastaviť poskytovanie vybratej služby/vybraných služieb bez predchádzajúceho oznámenia. Klient sa zaväzuje znášať všetky primerané náklady vrátane poplatkov advokáta, ktoré spoločnosti POLITICO Pro vzniknú v súvislosti s inkasovaním neuhradenej platby podľa tejto zmluvy.

Spoločnosť POLITICO si vyhradzuje právo každý rok zmeniť spôsob stanovenia ceny vrátane sadzby, ako aj rozsah a obsah služieb. Klient bude informovaný v primeranom čase o každej takejto zmene pred koncom danej doby trvania/platnosti zmluvy podľa čl. 4 tejto zmluvy. Ak klient nepodá námietky voči navrhovaným zmenám týkajúcich sa stanovenia ceny, obsahu a služieb - v rámci primeranej lehoty nepresahujúcej štrnásť (14) dní – znamená to, že klient tieto zmeny v plnom rozsahu a neodvolateľne akceptuje.

**4. DOBA PLATNOSTI A UKONČENIE ZMLUVY.** Táto zmluva nadobúda účinnosť dátumom účinnosti a jej platnosť sa skončí dňom uvedenom ďalej (dátum ukončenia). Táto zmluva sa automaticky obnoví na čas jedného (1) roka nasledujúceho po dni pôvodného dátumu ukončenia zmluvy, pokiaľ niektorá zmluvná strana písomne neoznámí druhej zmluvnej strane svoj zámer ukončiť zmluvu, a to najmenej šesťdesiat (60) dní pred koncom danej doby trvania/platnosti zmluvy.

Spoločnosť POLITICO môže ukončiť túto zmluvu s organizáciou členstvom a bez nahradu písomným oznámením zaslaným klientovi doporučenou listovou zásielkou alebo emailom, ak klient nesplní niektorú zo zmluvných povinností, osobitne najmä povinnosti podľa čl. 2 (spoločné užívanie a prevedenie užívateľského mena na inú osobu), čl. 3 (oneskorená platba) a čl. 5 (práva duševného vlastníctva) tejto zmluvy, a toto porušenie povinností nenapraví do piatich (5) kalendárnych dní od oznámenia zaslaným doporučeným listom alebo emailom. Návrhy na úpravy stanovenia ceny zo strany spoločnosti POLITICO v zmysle čl. 3 nezakladajú dôvod na ukončenie zmluvy za žiadnych okolností.

V prípade skoršieho ukončenia zmluvy z akéhokoľvek dôvodu, sa klient zaväzuje zaplatiť spoločnosti POLITICO celú splatnú sumu podľa tejto zmluvy, a to bez vplyvu na náležitú náhradu škody.

**5. DUŠEVNÉ VLASTNÍCTVO.** Klient uznáva, že obsah služby spoločnosti POLITICO Pro podlieha celosvetovým právam duševného vlastníctva, ktoré vlastní, alebo ktoré licenciou nadobudla spoločnosť POLITICO Pro alebo jej poskytovatelia licencie, a ďalej že ani používatelia, ani klient týmto nezískavajú žiadne práva duševného vlastníctva týkajúce sa obsahu služby, medzi iným najmä autorského práva, práva k databázam, ochranným známkam, patentom, atď. Bez predchádzajúceho písomného povolenia od spoločnosti POLITICO Pro klient, ani používatelia nie sú oprávnení priamo či nepriamo reprodukovať, sťahovať, komercializovať alebo inak distribuovať (tlačou, elektronicky, alebo intranetovým formátom) materiál, ktorý sa nachádza na [www.politico.eu](http://www.politico.eu) (ďalej „webová stránka“), alebo ktorý získajú prostredníctvom emailu.

**6. MLČANLIVOSŤ/ZACHOVANIE TAJNOSTI.** Na zabezpečenie správneho doručovania a súladu s autorským právom, môže spoločnosť POLITICO Pro využiť sledovací softvér, ktorý môže posielat' určité technické údaje a informácie o používaní emailu z akéhokoľvek počítača, ktorý otvorí email do spoločnosti POLITICO Pro. Spoločnosť POLITICO Pro sa nepodelí o tieto údaje s nikým mimo spoločnosti POLITICO SPRL a jej pridružených spoločností, pričom spoločnosť POLITICO Pro ich nepoužije ani na žiaden komerčný účel. Viac informácií o postupe pri zhromažďovaní dát je na <http://www.politico.eu/privacy-policy/>.

#### **7. RUČENIE/ZODPOVEDNOSŤ.**

Spoločnosť POLITICO nedáva žiadne záruky (ani výslovné ani implicitné), pokiaľ ide o služby, licencovaný obsah alebo plnenie povinností na strane spoločnosti POLITICO podľa tejto zmluvy, mimo iného najmä čo sa týka implikovanej záruky predajnosti, vlastníckeho práva a vhodnosti na určitý účel, alebo neporušenia (patentového) práva. Spoločnosť POLITICO nenesie zodpovednosť voči klientovi za žiadne priame, následné, vedľajšie, osobitné či exemplárne odškodnenie. Ručenie spoločnosti POLITICO vyplývajúce z tejto zmluvy, alebo z iného protiprávneho zodpovednostného konania, za žiadnych okolností nepresiahne spolu sumu, ktorú zaplatil klient spoločnosti POLITICO počas obdobia 12 mesiacov bezprostredne predchádzajúcich vzniku nároku vyplývajúceho zo zodpovednosti. Za žiadnych okolností nemá spoločnosť POLITICO zodpovednosť voči klientovi z dôvodu ukončenia alebo neobnovenia tejto zmluvy pre vyrovnanie, úhradu alebo odškodnenie v dôsledku straty budúceho vyrovnania, v súvislosti s dobrým menom alebo stratou dobrého mena, či v súvislosti s výdavkami, investíciami, nájmom alebo akýmkoľvek iným záväzkom súvisiacim s činnosťou klienta alebo vychádzajúcim z tejto zmluvy.

**8. VŠEOBECNÉ USTANOVENIA.** Spoločnosť POLITICO môže previesť práva a povinnosti podľa tejto zmluvy bez súhlasu klienta. Klient nemôže postúpiť svoje práva

a povinnosti podľa tejto zmluvy inak ako s predchádzajúcim písomným súhlasom spoločnosti POLITICO. Táto zmluva je záväzná pre zmluvné strany, ich nástupcov, administrátorov/správcov, dedičov a povolených nadobúdateľov. Táto zmluva (spolu a dokumentmi, ktoré sa uvádzajú v tejto zmluve) predstavuje úplné znenie zmluvy zmluvných strán týkajúcej sa jej predmetu, zakotvuje a nahrádza všetky predchádzajúce dohody, vyhlásenia a dojednania zmluvných strán, a to aj písomných, aj ústnych.

Žiadne ustanovenie v tejto zmluve nemožno interpretovať tak, že by z akéhokoľvek dôvodu a na akýkoľvek účel vytváralo združenie, koncesiu, pracovný pomer/zamestnanie, agentúru, partnerstvo alebo mandát.

Žiadne porušenie ktoréhokoľvek ustanovenia tejto zmluvy zo strany klienta nie je možné ani odpustiť ani urovnať s výnimkou, ak na to dá výslovný písomný súhlas spoločnosť POLITICO.

V prípade, že niektorá zmluvná strana bude neschopná plniť povinnosti, ktoré sa vyžadujú v zmysle tejto zmluvy z dôvodu okolností vis maior (bez obmedzenia týkajúcich sa najmä vojny, rebélie/povstania, výtržností, občianskych nepokojov, núdze, štrajku, výluky, požiaru, zemetrasenia, kalamity, víchrice, záplav, hmotného nedostatku, zlyhania akýchkoľvek dodávateľov, nákladnej dopravy, obslužného servisu, dopravcov a podobných činností, alebo akýchkoľvek okolností vyššej moci), plnenie takýchto podmienok danej strany sa pozastaví na čas, počas ktorého zmluvná strana je neschopná plniť takéto podmienky.

V prípade, že sa niektoré ustanovenie tejto zmluvy stane neúčinným, neplatným, nevynútiteľným, alebo nezákonným, oddelí sa od tejto zmluvy, pričom ostatné podmienky zostanú v plnom rozsahu platné a účinné. Táto zmluva sa riadi a interpretuje podľa belgických zákonov a jurisdikcie belgických súdov. Všetky oznámenia podľa tejto zmluvy sa zasielajú doporučenou poštovou zásielkou spoločnosti POLITICO Pro na adresu: Rue de la Loi 62, 6<sup>th</sup> floor, 1040 Brussels, Belgium a klientovi na adresu uvedenú v tejto zmluve.

Na dôkaz čoho zmluvné strany k dátumu účinnosti túto zmluvu podpísali a odsúhlasili.

Klient: Rada pre vysielanie a retransmisiu

Podpis: podpis

Meno: LUBOŠ KUKLIŠ

Funkcia: riaditeľ kancelárie RVR

Email: office@-rvr.sk

Adresa: Palisády 36

811 06 Bratislava, SR

Fakturačné údaje:

DPH: 20%

Komu sa bude fakturovať?

X to isté ako sa uvádza vyššie

Meno: \_\_\_\_\_

Funkcia: \_\_\_\_\_

Email: \_\_\_\_\_

Tel.: \_\_\_\_\_

DÁTUM ÚČINNOSTI: 30. november 2018

DÁTUM UKONČENIA: 31. december 2019

Sheherazade Semsar, riaditeľ POLITICO (podpis) ^

## PRÍLOHA A

### POLITICO Pro Europe ZHRNUTIE SLUŽIEB

- Individuálny, upravený/prispôsobený prístup k najaktuálnejším správam od našich spravodajských tímov danej oblasti politiky .
- Prístup k ranným bulletinom POLITICO Pro a týždenným bulletinom Brussels Influence.
- Heslom podmienený prístup k špecifickému obsahu služby POLITICO Pro na webovej stránke POLITICO.eu .

### Náležitosti služby POLITICO Pro

Vložte, prosím svoje iniciály do \_\_\_ medzery uvedenej ďalej:

LK Prístup do POLITICO Pro: klient bude mať prístup do zvolených oblasti/oblastí politiky (s) uvedených ďalej pre 3 užívateľov v SR :

<b>Pro Europe</b>
<b>Oblasť/Oblasti politiky:</b>
<b>Technológia</b>

LK **Sadzba služby POLITICO Pro:** Sadzby vychádzajú z označeného počtu užívateľov a oblastí politiky a podliehajú zmene pri doplnení ďalších užívateľov a oblastí politiky. Sadzby nezahŕňajú príslušnú DPH. Prednostná/preferenčná sadzba platí do 30. novembra 2018.

Štandardná ročná sadzba	Preferenčná ročná sadzba
sedemtisíc štyristo dvadsaťdeväť eur 7429 eur	štyritisíc deväťsto deväťdesiatdeväť eur 4992 eur

Sadzba pri doplnení ďalších používateľov v rámci uvedenej oblasti politiky počas doby platnosti zmluvy je 1486 eur za každého používateľa.

LK **Prístup k službe POLITICO Pro zdarma:**

Bez akejkoľvek ďalšej platby má Klient prístup k uvedenej oblasti/uvedeným oblastiam politiky pre uvedený počet užívateľov, a to od 30. novembra 2018 do 31. decembra 2018.

LK **Obmedzenia služby:** Táto zmluva nedovoľuje zasielať obsah služby POLITICO Pro (t.j., bulletiny, články, emailové upozornenia) externe/smerom von alebo osobám, ktoré nie sú užívateľmi v rámci organizácie Klienta. Táto zmluva výslovne vylučuje automatické odoslanie a manuálne odoslanie obsahu služby POLITICO Pro, a umiestňovanie obsahu služby POLITICO Pro na akejkoľvek webovej stránke alebo intranete. Napokon užívatelia nesmú použiť svoje individuálne prihlasovanie a heslá s inými osobami.

LK **Fakturovanie:** Nehľadiac na odsek/čl. 3 zmluvy, preferenčná ročná sadzba sa bude fakturovať oneskorene až k 1. januáru 2019.

**Oslobodenie od platby DPH:** Overte si, či je vaša organizácia oslobodená od platby DPH. S podpísanou zmluvou predložte aj kópiu potvrdenia o oslobodení od platby DPH .

Preklad som vypracovala ako prekladateľka zapísaná v zozname znalcov, tlmočníkov a prekladateľov, ktorý vedie Ministerstvo spravodlivosti Slovenskej republiky v odbore jazyka anglického pod evidenčným číslom prekladateľa: 971250

Prekladateľský úkon je zapísaný pod poradovým číslom 40/18 elektronického prekladateľského denníka .

Za prekladateľský úkon a vzniknuté náklady účtujem podľa vyúčtovania na základe dokladu č. 40 /18

Bratislava 28. decembra 2018



