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In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Subject of the Agreement, Content of Licensed Materials; Grant of License

1. Subject of the Agreement. The subject of this Agreement is to define conditions of cooperation and rights and duties of the contracting parties while providing Licensed Materials as are defined hereunder.

2. Licensed Materials. The materials (the "Licensed Materials") that are the subject of this Agreement are set forth in Appendix A.

3. Grant of License. Licensor hereby grants to Licensee a non-exclusive, non-transferable (except the following sublicenses), system-wide right limited to the territory of Czech Republic. The Licensee is entitled to grant the sublicenses to Participating Institutions. The Licensor entitles Licensee to access and use the Licensed Materials, and to provide the Licensed Materials to Participating Institutions and their Authorized Users (which are defined in Section IV below) of the Participating Institutions (which are listed in the Appendix B) in accordance with the terms of this Agreement.

4. Ownership of Intellectual Property. Nothing in this Agreement shall be interpreted to transfer ownership of any copyright, trademarks or service marks from the Licensor or its suppliers to the Licensee or Authorized Users.

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1. **Fees and Payment.** Licensee shall pay Licensor for the Licensed Materials pursuant to the terms set forth in Appendix A.

2. **Incomplete Payment.** The Licensee may cover the invoice partially if a Participating Institution did not provide its financial contribution in time. In the event of such incomplete payment, Licensee will notify Licensor of the intended difference no less than ten (10) days prior to the due date. Licensor may suspend the IP addresses of such Participating institution until the license fee is completely paid. In such case of the incomplete payment the Licensee shall not itself be considered in delay with the payment.

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   1.2. **Walk-ins.** Patrons not affiliated with Licensee and/or the Participating Institutions who are physically present at Licensee's and/or the Participating Institutions' site(s) ("walk-ins").

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   2.1. **IP Addresses.** Authorized Users shall be identified and authenticated by the use of Internet Protocol ("IP") addresses provided by Licensee to Licensor. The use of proxy servers is authorized as long as any proxy server IP addresses provided limit remote
or off-campus access to Authorized Users. Authorized IP Addresses are listed in Appendix C. An updated list will be sent to Licensor on an annual or as needed basis. Licensee and Licensor shall cooperate in the implementation of new authentication protocols and procedures (such as Shibboleth) as they are developed during the term of this Agreement.

2.2. Licensor-Administered Authentication. Where Licensor provides alternative methods of access and authentication beyond the Licensee-administered methods described herein, e.g. by allowing users to establish a personal login from an on-campus IP address (thereby enabling access via username and password when logging in to a vendor website) or device authentication, which affiliates the device or application by use of a token, cookie, or vendor-managed proxy prefix, Licensee nor any Participating Institution will not be responsible nor liable for claims of breach or validity of such use. Neither the Licensee nor any of the Participating Institutions shall be responsible or liable for the processing of personal data by the Licensor in this matter except that Licensee agrees not to provide any personal data to Licensor unless it has a proper legal basis for doing so.

3. Authorized Uses. Subject to Section V below, the Licensed Materials may be used under these licensing conditions for purposes of research, education or other non-commercial use as follows:

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6. **Support.** Licensor will provide activation and installation support, including assisting Licensee, Participating Institutions and Authorized Users with the implementation of any Licensor software. Licensor will offer reasonable levels of continuing support to assist Licensee, Participating Institutions and Authorized Users in use of the Licensed Materials. Licensor will make its personnel available by email at [email protected] and/or phone at [phone number] during cross section of Licensor’s and Licensee’s and/or Participating Institutions’ regular business hours, Monday through Friday, for feedback, problem-solving, or general questions and will respond in a timely manner. The most up to date contact information for Support will be made available at support.jstor.org.

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17. **Usage Statistics.** Licensor shall provide both composite system-wide use data and itemized data for Licensee, Participating Institutions, individual campuses and labs, on a monthly basis. Statistics shall meet or exceed the most recent project Counting Online Usage of NetWorked Electronic Resources (COUNTER) Code of Practice Release,\(^2\) including but not limited to its provisions on customer confidentiality. When a release of a new COUNTER Codes of Practice is issued, Licensor shall comply with the implementation time frame specified by COUNTER to provide use statistics in the new standard format. It is more than desirable that the Standardized Usage Statistics Harvesting Initiative (SUSHI) Protocol\(^3\) is available for the Licensee to harvest the statistics.

18. Licensor shall not provide Licensee’s usage statistics in any form to any third party without the Licensee’s written authorization, unless the third party owns rights or is the authorized agent of a rightsholder in the Licensed Materials. Licensor shall not provide usage statistics of any Participating Institution in any form to any third party with the exception of the Licensee without the Participating Institution’s written authorization, unless the third party owns rights or is the authorized agent of a rightsholder in the Licensed Materials. In all cases, the disclosure of such data shall fully protect the anonymity of individual users and the confidentiality of their searches, and will comply with all applicable privacy laws and as stated in Licensor’s Privacy Policy available at about.jstor.org/privacy. The Licensor shall not disclose or sell to other parties usage data or information about the Licensee, any Participating Institution or their Authorized Users without the Licensee’s and/or Participating Institution’s written permission or as required by law.

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\(^1\) [http://www.niso.org/workrooms/kbart](http://www.niso.org/workrooms/kbart)

\(^2\) [http://www.projectcounter.org/code_practice.html](http://www.projectcounter.org/code_practice.html)

\(^3\) [http://www.niso.org/workrooms/sushi/](http://www.niso.org/workrooms/sushi/)
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accordance with the license terms set out in this Agreement and shall observe their
duties set out in this Agreement. The Licensee undertakes to ensure that the
Participating institutions shall secure following the license terms by the end/Authorized
Users.

IX. Term

1. This Agreement shall become valid on the date of its execution by both of the Parties.
This Agreement shall take effect on the date of its publication in the Czech Register of
Contracts or on the date specified as the beginning of the Agreement Term in Appendix
A (whichever occurs later) (“Effective Date”). Licensee shall provide Licensor with notice
of publication in the Czech Register of Contracts.

2. This Agreement shall be in effect from the Effective Date through the expiration date as
set out in Appendix A unless terminated earlier in accordance with the provisions in
Section XI.
3. By a Subscription Period shall for the purpose of this Agreement be understood a calendar year (1 January - 31 December) unless specified differently in Appendix A.

X. Renewal

1. This Agreement shall be renewable at the end of the current term (31. 12. 2020) for a successive two (2) years term unless either party gives written notice of its intention to cancel ninety (90) days before expiration of the current term. Effective for 2021, all fees payable by Licensee shall be as set forth in the attached Appendix D Fees/Years.

XI. Early Termination

1. Early Termination for Financial Hardship. The Licensee may terminate this Agreement without penalty after 31 December 2020 if sufficient content acquisitions funds are not allocated to enable the Licensee, in the exercise of its reasonable administrative discretion, to continue this Agreement. In the event of such financial circumstances, Licensee will notify Licensor of the intent to terminate the Agreement as soon as is reasonably possible, but in any case, no less than thirty (30) days before the end of the respective Subscription Period, and this transaction shall terminate on the last day of the subscription period for which payment has been made without penalty of expense to the Licensee of any kind whatsoever, except as to the portions of payments herein agreed for which funds shall have been appropriated and budgeted or otherwise available.

2. Termination for Breach. If either party believes that the other has materially breached any obligations under this Agreement, such party shall so notify the breaching party in writing with a detailed description of the breach. The breaching party shall have thirty (30) days from the receipt of notice to use all reasonable means to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the thirty (30) day period, the non-breaching party shall have the right to terminate the Agreement without further notice. Termination is effective by the date of delivery such a notice.

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4. Refunds. In the event of early termination for Licensor’s breach, Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.
XII. Archiving

1. Third Party Archiving Services. As an archive serving the scholarly community, Licensor provides long term preservation of the JSTOR Archive collections by pursuing best practices and standards in the creation and maintenance of the JSTOR Platform and establishing mirror sites and multiple back up files for all of the materials in the JSTOR Platform, and for those items in JSTOR Archive collections that have print editions, establishing a dedicated repository at a participating institution to house and preserve the print copies under archival-quality conditions. With the support of its participating institutions, Licensor is also developing an endowment to ensure the long term operating viability of the JSTOR Platform. Should Licensee or a Participating Institution elect to terminate access to a JSTOR Archive collection, it may resume access to that collection and all content subsequently added to that collection at any time in the future through payment of an annual fee.

2. In the event the Licensor discontinues or changes the terms of its participation in a third-party archiving service, the Licensor shall notify the Licensee in advance, and shall in good faith seek to establish alternative arrangements for trusted archiving and perpetual access to the Licensed Materials.

XIII. Warranties

1. Licensor warrants that to the best of its knowledge it has all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials to the Licensee and the Participating Institutions for the purposes and terms outlined in this Agreement, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party.

2. Accessibility Requirements. Licensor warrants that the Licensed Materials comply with Licensors’ country of origin laws and regulations, and conform to the accessibility requirements of Web Accessibility Initiative, Web Content Accessibility Guidelines (WCAG) 2.0 at level AA. Licensor agrees to promptly respond to and resolve any complaint regarding accessibility of Licensed Materials.4

XIV. Limitations on Warranties

1. Notwithstanding anything else in this Agreement, neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, that arises from the use of the Licensed Materials, or the inability to use the Licensed Materials.

2. Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or

4 http://www.w3.org/WAI/guid-tech.html
omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.

3. Except for the express warranties stated elsewhere in this Agreement, Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability, or fitness for a particular purpose.

XV. Assignment and Transfer

1. Neither party may assign, directly nor indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, except as otherwise provided in Section VII. Neither party to this Agreement may unreasonably withhold or delay such written consent.

XVI. Governing Law

1. This Agreement shall be interpreted and construed according to, and governed by, the laws of the Czech Republic, in particular by Act No. 89/2012 Coll., the Civil Code, as amended, except that any controversy or claim arising out of or in connection with the validity, infringement, or effect of any intellectual property right in connection with the Licensed Materials, other content provided by JSTOR, and/or the JSTOR service and any actions which Licensor may need to take to protect the rights and interests of third-party rights holders of materials contained in the JSTOR Platform shall be interpreted and construed according to, and governed by, the laws of the United States, each excluding any such laws that might direct the application of the laws of another jurisdiction.

XVII. Dispute Resolution & Venue

1. In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise good faith efforts to resolve the dispute as soon as possible. In the event that the parties cannot, by exercise of their good faith efforts, resolve the dispute, they shall submit the dispute to informal mediation, as further described below in this paragraph. The parties shall continue to perform their respective obligations under this Agreement that are not affected by the dispute. The party invoking mediation shall give to the other party written notice of its decision to seek informal mediation, and the notice must include a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within five (5) working days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution.
to responsible executives of the disputing parties, who shall act in good faith to resolve
the dispute.

2. If the dispute is not resolved within thirty (30) calendar days of the meeting among the
parties' executives, either party may pursue a legal action in court situated in the country
whose governing law is to be applied. During such court action, the parties shall continue
to perform their respective obligations under this Agreement that are not affected by the
dispute.

XVIII. Force Majeure

1. Neither party shall be liable in damages or have the right to terminate this Agreement for
any delay or default in performing hereunder if such delay or default is caused by
conditions beyond its control including, but not limited to Acts of God, Government
restrictions (including the denial or cancellation of any export or other necessary license),
wars, insurrections, labor strikes or other work stoppages, and/or any other cause
beyond the reasonable control of the party whose performance is affected. Upon the
occurrence of an event of force majeure, the party affected shall promptly notify the other
in writing setting forth the details of the occurrence, its expected duration and how that
party’s performance may be affected. The affected party shall resume the performance
of its obligations as soon as practicable after the force majeure event ceases.

XIX. Entire Agreement

1. This Agreement constitutes the entire agreement of the parties and supersedes all prior
communications, understandings, and agreements relating to the subject matter hereof,
specifically with relation to the institutions listed in Appendix B, whether oral or written.
For the avoidance of doubt, online terms and conditions as defined in Section VII shall
not modify the terms of this Agreement.

XX. Amendment

1. No modification or claimed waiver of any provision of this Agreement shall be valid except
by written amendment signed by authorized representatives of Licensor and Licensee.
At the time of renewal, the parties shall consider whether amendments need to be made
to the Agreement to reflect changes in the service provided by Licensor and the Licensed
Materials selected by Licensee.

XXI. Severability

1. If any provision or provisions of this Agreement shall be held to be invalid, illegal,
enforceable or in conflict with the law, the validity, legality, and enforceability of the
remaining provisions shall not in any way be affected or impaired thereby. The
contracting parties shall replace the invalid, illegal or unenforceable provision by a new provision, the wording of which shall correspond to the intent embodied by the original provision and this Agreement as a whole.

XXII. Waiver of Contractual Right

1. Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

XXIII. Notices

1. All notifications, invitations, information, legal acts and other communications (“Notices”) made in the matters of and under this Agreement must be made in writing, the written form being retained if Notices are delivered by e-mail or fax.

2. Notices regarding the extent and manner of performance under this Agreement, damages, penalties, debts, contacts and this Agreement as such (for example the notification about breach, termination) must be delivered in person, by registered post or courier service. Notices delivered personally or by courier service shall be deemed received at the time of receipt or refusal of their receipt. Notices served by registered mail will be deemed delivered on the fifth (5th) business day following their proven posting.

3. Either party may from time to time change its Notice Address by written notice to the other party. Such change is effective from a delivery of such notice.

If to Licensor:
JSTOR Legal Department
101 Greenwich St., 18th Floor
New York
NY
USA
10006
Email:

If to Licensee:
Licensing contact:
Head of Licensing Unit
CzechELib
National Library of Technology
Technická 6, 160 80 Praha 6 – Dejvice
Czech Republic
Email:
XXIV. Audit rights

1. Licensor is obliged to stand still any control of a respective authority and to cooperate with an any auditing/controlling body authorized to carry out audit in compliance with the rules and regulations of Czech republic and mandatory rules of EU/EC regarding to the financial control especially regarding to the grands as well as to cooperate with persons authorized to execute the audit/control by such auditing bodies. Licensor shall not be entitled to any remuneration, compensation nor any other benefit for providing cooperation as described above.

2. Disallowance of the audit/control or a failure to provide cooperation as described in Article 1 of this Section XXIV shall be deemed as a serious breach of this Agreement.

3. Licensor is obliged to fully compensate any damages that should arise as a result of the conduct described in Article 2 of this Section XXIV. Obligations described in Article 1 of this Section XXIV are imposed upon the Licensor regardless the termination of this Agreement.

XXV. Execution

1. This Agreement is compiled in three counterparts in the English language, each of which has the power of an original. Licensor shall receive one counterpart and Licensee shall receive two counterparts.

2. The parties agree that electronically signed versions of this originally executed Agreement are acceptable in lieu of printed signed copies and are to be given full force and effect under law.
IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

**LICENSOR:**

BY: ________________

Signature of Authorized Signatory of Publisher

Print Name: Nancy Kopans  
Title: VP, Secretary, and General Counsel  
Address:  
ITHAKA  
101 Greenwich St., 18th Fl.  
New York, NY 10006 USA

**LICENSEE:**

BY: ________________

Signature of Authorized Signatory of Licensee

Ing. Martin Svoboda  
Director of National Library of Technology  
Technická 6  
160 80 Praha 6 – Dejvice  
Czech Republic
### Appendix A: Business Terms

#### Licensed Materials:

<table>
<thead>
<tr>
<th>Collection</th>
<th>Number of titles</th>
<th>Description</th>
<th>Institution Czech Name</th>
<th>English Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arts &amp; Sciences III</td>
<td>152</td>
<td>Draws on titles across the language, performing, and visual arts; features the largest cluster of titles on Eastern and Western religions on JSTOR; includes all titles from the Music Collection: Language &amp; Literature Music Film Studies Folklore Performing Arts Religion Art &amp; Art History Architecture &amp; Architectural History</td>
<td>Vysoká škola pro regionální rozvoj a bankovní institut - AMBIS</td>
<td>College of Regional Development and Banking Institute - AMBIS</td>
</tr>
<tr>
<td>JSTOR Security Studies Collection</td>
<td>75 Journals, 20,000 research reports</td>
<td>Academic and policy research on international and national security problems and foreign policy issues. Cybersecurity Foreign Policy Human Security And more...</td>
<td>Vysoká škola pro regionální rozvoj a bankovní institut - AMBIS</td>
<td>College of Regional Development and Banking Institute - AMBIS</td>
</tr>
</tbody>
</table>
**Agreement Term:** 1 January – 31 December 2020 + optional 1 January 2021 – 31 December 2022

**Access Conditions:** Unlimited simultaneous user system wide access in accordance with the terms of the Agreement

**Authentication:** IP authentication (See Appendix C for IP addresses)

**Fees and Negotiated Discounts:**
- Total Fee 2020 - 2022: $16,869.00
- License Fee / year:

<table>
<thead>
<tr>
<th>Year</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$9,188</td>
<td>$3,787</td>
<td>$3,894</td>
<td>$16,869</td>
</tr>
</tbody>
</table>

1. **Payment Terms:** The price for the Licensed Materials shall be paid on the Licensor’s bank account no.: 48304369929 (SWIFT Code: BOFAUS3N). Any change of the bank account shall be notified to the Licensee without undue delay. The notice shall be signed by the authorized representative and will become effective upon its delivery to the Licensee.

2. The price for the Licensed Materials shall be paid annually for each commenced calendar year of the duration of the Agreement in the amount set forth therein. The parties expressly state that the price for the year 2020 shall be paid in the whole amount, regardless of the beginning of the Agreements’ effectiveness.

3. All the prices under this Agreement are set forth as final, unchangeable and maximum allowable.

4. The price for each commenced calendar year of the duration of the Agreement shall be paid with the following maturity:
   - 100% on 30 April of the given year for which the Licensed Materials are paid;
   - The abovementioned maturity is applicable only if the invoice is delivered to the Licensee up to 15 days before the stated maturity of the payment;
   - If the invoice is delivered later, the due date shall be within 15 days of the provable invoice delivery date.

5. The invoice shall be issued in the currency specified in the Agreement. In the event that there are multiple currencies specified in the Agreement for each Licensed Material, the Licensor shall issue at least the number of invoices corresponding to the number of currencies.

6. Invoice - the tax document shall contain all the requisites of the tax document stated in the laws of the seat of the Licensor. The invoice shall contain at least:
   - (a) designation of the person performing the services (identification number, a business name, seat);
   - (b) designation of the person to whom the supply is to be made (identification number, a business name, seat);
   - (c) registration number of the invoice – tax document;
   - (d) scope and subject matter of performance;
   - (e) date of issue of the invoice;
(f) price (in dollars and Czech crowns);
(g) name and signature of the authorized person.

The invoice shall be delivered to the Licensee either originally or electronically to the e-mail address… The invoice shall include a summary of all the Licensed Materials pursuant to the Agreement. The invoice shall also be labeled „IPS CzechELib, reg. č. CZ.02.1.01/0.0/0.0/16_040/0003542”. The Licensor shall bear any and all costs connected with a change of the exchange rate which might arise due to the invoice containing incorrect or incomplete information.

7. If the invoice does not contain the requisites set forth in this Agreement or these are incorrect or incomplete, the Licensee is entitled to return such invoice to the Licensor for completion/correction. In such case, the term of payment shall be interrupted and the new term of payment shall run from the provable invoice delivery date to the Licensee and pursuant to the rules set forth above. The procedure under the previous sentence may also be repeated. The Licensor shall correct the invoice in each case within 15 days as of notification by the Licensee on incorrect or incomplete invoice. Denial of monetary performance and the related return of an invoice in accordance with this paragraph do not constitute a default in the payment by the Licensee.

8. Fulfillment of any financial obligation associated with performance under this Agreement shall be understood as the moment of debiting the full amount from the bank account of the party.

9. The Licensor is not entitled to require any advance payments under this Agreement.

10. Each Party shall bear its own costs in connection with this Agreement. The bank fees for the bank transfer are shared between the Parties.

11. The Licensor takes on the risk of a change in its circumstances under the Section 1765 (1) of the Act No. 89/2012 Coll., The Civil Code, as amended. Licensee shall be responsible for its change in circumstances as stated in the same Act.
## Appendix B: Participating Institutions

<table>
<thead>
<tr>
<th>Participating Institution (English)</th>
<th>Participating Institution (Czech)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Janáček Academy of Music and Performing Arts in Brno</td>
<td>Janáčkova akademie múzických umění v Brně</td>
</tr>
<tr>
<td>National Film Archive</td>
<td>Národní filmový archiv</td>
</tr>
<tr>
<td>College of Regional Development and Banking Institute - AMBIS</td>
<td>Vysoká škola pro regionální rozvoj a bankovní institut - AMBIS</td>
</tr>
</tbody>
</table>
## Appendix C: IP Addresses

### JSTOR

<table>
<thead>
<tr>
<th>Institution (English)</th>
<th>Institution (Czech)</th>
<th>IP ranges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Janáček Academy of Music and Performing Arts in Brno</td>
<td>Janáčkova akademie műzických umění v Brně</td>
<td>195.178.82.*</td>
</tr>
<tr>
<td>National Film Archive</td>
<td>Národní filmový archiv</td>
<td>80.92.242.13</td>
</tr>
<tr>
<td></td>
<td></td>
<td>94.113.253.12-94.113.253.14</td>
</tr>
<tr>
<td></td>
<td></td>
<td>217.11.226.209-217.11.226.211</td>
</tr>
<tr>
<td>College of Regional Development and Banking Institute - AMBIS</td>
<td>Vysoká škola regionálního rozvoje a Bankovní institut - AMBIS, a.s.</td>
<td>178.17.11.178</td>
</tr>
<tr>
<td></td>
<td></td>
<td>77.240.176.44</td>
</tr>
</tbody>
</table>
Appendix D: Fees/Year

Information concerning the fees of the individual Participating Institutions contained in this Appendix D is considered business secret pursuant to the provisions of Section 504 of Act No. 89/2012 Coll., the Civil Code, as amended, and are not to be disclosed in the Register of Contracts in accordance with the provisions of Section 3, Paragraph 1 and Paragraph 2 letter b) of Act No. 340/2015 Coll.

The Parties acknowledge that the Licensee is obliged by law to subsequently disclose in the Register of Contracts the individual agreements on provision of access to the Licensed Materials concluded between the Licensee and each Participating Institution, such disclosure to adhere the rules applicable to business secret protection described in the paragraph above.

<table>
<thead>
<tr>
<th>English Name</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>Janáček Academy of Music and Performing Arts in Brno</td>
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