

## Amendment No. 2 to the Standard License Agreement signed on December 19, 2019

(hereinafter referred to as the “Amendment”)

Name: **National Library of Technology**, a State Contribution Organization set up by the Ministry of Education, Youth and Sports  
Seat: Technická 2710/6, 160 80 Praha 6 - Dejvice  
Identification number: 61387142  
Represented by: Ing. Martin Svoboda, Director

(hereinafter referred to as the “Licensee”)

and

Name: **Ithaka Harbors, Inc. d/b/a JSTOR**  
Seat: 101 Greenwich St., 18th Fl., New York, NY 10006  
Identification number: - - -  
Other details: Federal ID13-3857105  
Represented by: Nancy Kopans, VP, Secretary, and General Counsel

(hereinafter referred to as the “Licensor”)

(the Licensee and the Licensor hereinafter also jointly the “Contracting Parties” and each separately also the “Contracting Party”)

### INTRODUCTORY PROVISIONS

1.1. On 19 December 2019, the Contracting Parties entered into the Standard License Agreement which defines conditions of cooperation and rights and duties of the Contracting Parties while providing defined Licensed Materials that are set forth in Appendix A to the Licensee and Participating Institutions listed in Appendix B (Participating Institutions) (hereinafter referred to as the “Agreement”). Agreement was published in the Register of Contracts on 20 December 2019 with the ID of contract 10399884.

1.2. Because the Contracting Parties intend to modify the payment terms and conditions, the Contracting Parties execute this Amendment.

### 2. SUBJECT-MATTER OF THE AMENDMENT

2.1. The Contracting Parties have agreed that the text of the paragraph 4 in the section **Fees and Negotiated Discounts** of the Appendix A: Business Terms of the Agreement

*„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.“*

shall be replaced as follows:

*„The price for each commenced calendar year of the duration of the Agreement shall be paid with the following maturity:*

- 50% on 15 March of the given year for which the Licensed Materials are paid (maturity of the first partial payment);*
- 50% on 30 April of the given year for which the Licensed Materials are paid (maturity of the second partial payment);*
- The abovementioned maturities are 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.“*

### 3. FINAL PROVISIONS

3.1. The Amendment shall become valid on the date of signature by both Contracting Parties. The Amendment comes into effect on the date of its publication in the Register of Contracts under the conditions stipulated by Act No. 340/2015 Coll., On the Register of Contracts, as amended. The Amendment will be published by Licensee in the Register of Contracts.

3.2. All other provisions of the Agreement shall remain unaffected.

3.3. The Amendment 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.



3.4. The Contracting Parties agree that electronically signed versions of this originally executed Amendment are acceptable in lieu of printed signed copies and are to be given full force and effect under law and each Contracting Party declares that the electronic execution is valid and effective in the jurisdiction the Contracting Party executes the Amendment.

**IN WITNESS WHEREOF**, the Contracting Parties have executed this Amendment by their respective, duly authorized representatives as of the date first above written.

