

Amendment No. 1

to the Standard License Agreement

(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: **Albertina icome Praha s.r.o.**
Seat: Štěpánská 16, 110 00, Praha 1
Identification number: 49612158
Other details: Registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 20775;
Represented by: Ing. Vladimír Karen, Statutory representative

(hereinafter referred to as the “Licensor”)

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

1. INTRODUCTORY PROVISIONS

1.1. On January 4, 2019, the Contracting Parties entered into the Standard License Agreement which defines the conditions of cooperation and rights and duties of the Contracting Parties while providing defined Licensed Materials (hereinafter referred to as the “**Agreement**”). Agreement was published in the Register of Contracts on January 7, 2019 with the ID of contract 7240831.

1.2. The Contracting Parties intend to amend the conditions in section XI.1. **Early Termination for Financial Hardship**, in section XI. 1. **Early Termination for Financial Hardship** in **Appendix D: Cards of the Licensed Materials**, and amend and replace

the table of fees in section Appendix B: Participating Institutions & Fees to the the Agreement.

- 1.3. Amendment does not change the original Agreement in any other way than by adjusting the aforementioned fees and conditions.

2. SUBJECT-MATTER OF THE AMENDMENT

- 2.1 The Contracting Parties have agreed to replace the wording in section XI. 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 and/or Participating Institutions, 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, not later than 20 January of 2021 or 20 January of any following year, 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. In the event of such termination the Licensee and Participating Institutions shall maintain its perpetual right (where applicable) to materials licensed under the subscription periods for which it has fully paid, subject to Section XII."* with the wording **"Early Termination for Financial Hardship is not possible."**

- 2.2 The Contracting Parties have agreed to replace the wording in Appendix D: Cards of the Licensed Materials section XI. 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 and/or Participating Institutions, 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, not later than 20 January of 2021 or 20 January of any following year, 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."* with the wording **"Early Termination for Financial Hardship is not possible."**



2.3 The Contracting Parties have agreed that the table in **Appendix B: Participating Institutions & Fees** to the Agreement shall be modified and replaced as follows:

Participating Institution	2019	2020	2021	2022
Masaryk University				
National Film Archive				
Palacký University Olomouc				
Total (excl. VAT)	£ 11 733,00	£ 12 321,00	£ 12 318,00	£ 12 318,00
Grand total (excl. VAT)	£ 48 690,00			

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 executed 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.

