

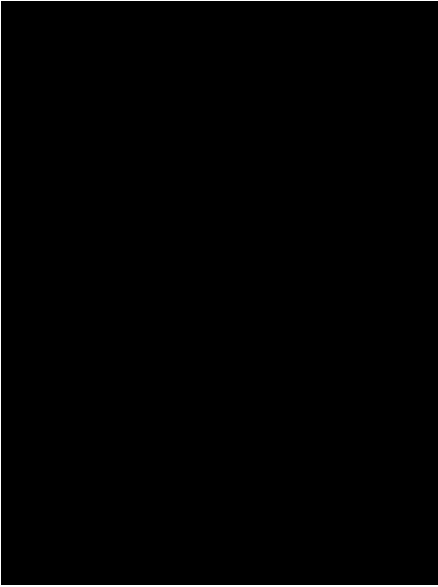
## SERVICE (LICENSE) AGREEMENT

Party details	Customer ("you")		Supplier ("we" or "us" or "our") of the following products of the Publisher Naxos Music Library
	Name	The National Library of Technology	Ing. Tomáš Beck
	Address	Technická 2710/6, 160 80 Praha 6 – Dejvice, Czech Republic, ID. No.: 61387142	Biskupcova 26/1910, Praha 3, 130 00 IČ 13094866
Service (License)			Minimum System Requirements
	<p>We provide you with the right of access (licence) to the products of the Publisher specified bellow (databases on websites) and related services (the "<b>Service</b>").</p> <p>Access by URL, see Appendix C.</p>		Specified in Article General 10.12
Fee	110,020.00 EUR without VAT (for the period 2023-2027)		
Number of Simultaneous Users	See Appendix B.		
Date of Agreement			
Agreement Period	From 1 January 2023 to 31 December 2027 (60 months) ("Term")		

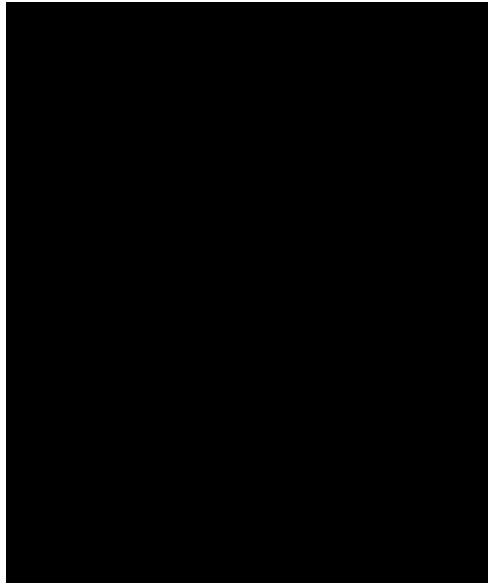
We agree to provide you with the Service on the terms and conditions set out hereinafter.

**SERVICE (LICENSE) AGREEMENT**

**EXECUTED** as an Agreement.  
**SIGNED** by the **SUPPLIER**:



**SIGNED** by the **CUSTOMER**:



## SERVICE (LICENSE) AGREEMENT

### 1. PROVISION OF THE RIGHT OF ACCESS TO THE CONTENT

- 1.1. Statement. We guarantee that we have all the authority, competence and license to grant a right of access (license) to the Content to you as defined in this Agreement, while you shall be entitled to grant the right of access (sublicense) to Participating institutions listed in Appendix B.
- 1.2. We provide you with the Service and Content on the terms and conditions set out in this Agreement. Content is defined as streamed audio recordings, and musical works, videos, spoken word, texts, graphics and any other content on one or more of the following websites: [www.NaxosMusicLibrary.com](http://www.NaxosMusicLibrary.com), [www.NaxosSpokenWordLibrary.com](http://www.NaxosSpokenWordLibrary.com), [www.NaxosMusicLibrary.com/Jazz](http://www.NaxosMusicLibrary.com/Jazz), [www.NaxosVideoLibrary.com](http://www.NaxosVideoLibrary.com), [www.NaxosMusicLibrary.com/World](http://www.NaxosMusicLibrary.com/World) and [www.NaxosWorks.com](http://www.NaxosWorks.com). (the "**Content**"). We hereby grant you non-exclusive, non-transferable licenses (except the following sublicenses) - right of access to the Content. You are entitled to grant the sublicenses to Participating Institutions. We entitle you to provide the Content to Authorized Users (which are defined below) of the Participating Institutions (which are listed in the Appendix B) in accordance with the terms of this Agreement.
- 1.3. The subject of this Agreement is to define conditions of cooperation and rights and duties of the contracting parties while providing the Content and Service.
- 1.4. We will provide the Content in the following manner - Network Access. The Content will be stored at one or more Publisher's locations in digital form accessible by telecommunication links between such locations and authorized locations of Participating institutions.

### 2. TERM

- 2.1. This Agreement shall become valid on the date of its execution by you and us. 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").
- 2.2. 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 this Agreement.

### 3. AUTHORISED USE & USERS

- 3.1. We consider you use the Service and Content under this Agreement regardless of whether you use all or only part of the Service and Content.
- 3.2. You guarantee that Participating Institutions and Authorized Users will use the Content in compliance with applicable fair use standards for educational, research and other non-commercial uses and with the laws of the Czech Republic and these licensing conditions.
- 3.3. You guarantee that Participating Institutions will allow internal and external (remote) access to the Service and Content only by Authorised Users.
- 3.4. "**Authorized Users**" are:
  - (a) Persons Affiliated with the Participating Institutions. Full and part time employees and self-employed persons (including faculty, staff) of Participating Institutions and students of Participating Institutions, and

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registered users in case of public or research libraries, regardless of the physical location of such persons. For authorized sites of the Participating Institutions, see Appendix C.

- (b) Walk-ins. Patrons not affiliated with the Participating Institutions who are physically present at the Participating Institutions' site(s) ("walk-ins").
- 3.5. Authorized Users of the Participating Institutions shall be granted access to the Content pursuant to the following:  
IP Addresses. Authorized Users shall be identified and authenticated by the use of Internet Protocol ("IP") addresses provided by you to us. 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 us on an annual or as needed basis.
- 3.6. The rights granted by this Agreement are restricted to the Content embodied in the Service.
- 3.7. You agree to ensure, that Participating Institutions will take all reasonable measures to prevent Authorized Users from and Authorized Users are prohibited to:
- (a) parting with possession of, distributing, transferring, loaning, renting, selling, leasing, sub-licensing (with exceptions stated in this Agreement) or otherwise dealing with the Service and Content to another person or body, other than provided for in clause 3.2;
  - (b) downloading, copying, burning, capturing, re-transmitting, streaming or re-streaming, recording or reproducing the Service and Content by any means or in any form, other than provided for in clause 3.2;
  - (c) allowing unauthorised access to the Service and Content;
  - (d) altering, modifying, reverse engineering, decompiling or disassembling the Service and Content for any purpose whatsoever;
  - (e) altering, changing, removing or obscuring any notices or other indications (including copyright notices) as to the ownership of the Service and Content;
  - (f) using the Service and Content for spamming or of a 'spamming' nature; or
  - (g) framing, deep linking or establish unauthorised links to any part of the Service and Content, other than provided for in clause 3.2.
- 3.8. Authorized users may print texts from the Content for research and educational purposes but may not further distribute the material (with the exceptions covered by clause 3.2).
- 3.9. You or Participating Institution will notify us immediately if you or respective Participating Institution become aware of any breach of this Agreement or unauthorised use of Content and agree to provide us with all necessary assistance in any action we may take in response to any breach, if such assistance is not breaching the law.
- 3.10. MARC records are available for NML, NMLJ, NMLWorld and NSWL.

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### 4. FEE

- 4.1. You shall pay us for the Service and Content pursuant to the terms set forth herewith. All Fees are due and payable by the Licensee by 15 May of the respective calendar year, unless otherwise stipulated in Appendix A. Invoice for 2023 must not be issued earlier than Effective Date of the Agreement, invoices for the following years not earlier than Jan 1st of the respective year. You shall pay to us for the Content and Service pursuant to the terms set forth in Appendix A.
- 4.2. If the payment is not made by the due date of the invoice, we can terminate this agreement in accordance with Article 8.
- 4.3. Problems with Service and Content. If the Service, Content fail to operate, display, load, or render in conformance with the terms of this Agreement, you shall (or Participating Institutions) immediately notify us, and we shall promptly use best efforts to restore access to the Content as soon as possible. In the event that the non-conformity materially affects the Participating Institutions' or Authorized Users' use of the Content, and we fail to repair the nonconformity within five (5) business days, we shall reimburse you for such problems in an amount that is proportional to the Fee annually paid by you under this Agreement.

### 5. SERVICE FEATURES & SYSTEM REQUIREMENTS

- 5.1. Upon your execution of this Agreement, we provide you with the following:
  - (a) access to the Content and provide Service for the number of Authorized Users as set out in the Agreement;
  - (b) reasonable levels of technical support by us or secure support from Publisher to you, Participating Institutions and Authorized Users in use of the Content by email or by telephone - [REDACTED], [REDACTED]. In the case of change of these contacts, we are obliged to notify you in written of such change. The change is effective by the delivery of such notification; and
  - (c) usage statistics on the level of Participating Institutions delivered at least on annual basis on request.
- 5.2. The Service includes, as relevant, website of Publisher and its contents, anything streamed from website, data, recordings, text, photographs, graphics, art works, button icons, logos, trademarks, any accompanying search and retrieval software, manuals, user guides, passwords and security strings and documentation.
- 5.3. You will receive updates of the Service (Content) for which the appropriate Fee has been paid. The Service includes the content as described in the Agreement.
- 5.4. Due to contractual or other limitations, from time to time, some Content on the Service may no longer be available. We may modify or discontinue, temporarily or permanently, the programming of the Service or the way the Service is presented at any time without notice subject to clause 8.4. If a significant proportion of the Content be removed from the Service, then within 30 days we will replace it with Content of similar quantity and quality as that removed. After 30 days, should you consider the Service/Content to be considerably diminished you will have the right to terminate this Agreement immediately, without the notice period specified Article 8, and receive a refund for the unused portion of the Fee. Where possible, reasonable prior notice will be given.
- 5.5. The Minimum System Requirements are set out in the Agreement. We will give you and all Participating Institutions sixty (60) days prior notice if we change the Minimum System Requirements. If changes to the

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Minimum System Requirements impede ability to use the Service, you will have the right to terminate this Agreement immediately, without the notice period specified in Article 8, and receive a refund for the unused portion of the Fee.

- 5.6. You and Participating Institutions are responsible for any hardware, systems and software programs you use and any associated fees and expenses to connect to or use the Internet, stream the music and use the Service/Content.

### 6. TITLES, INTEREST & INTELLECTUAL PROPERTY RIGHTS

- 6.1. This Agreement does not give you any intellectual property rights in the Service and Content nor does it make you the owner of the Service and Content, and nor does it transfer or assign to you any right (except right of (sub)license), title, interest or other proprietary rights in the Service and Content.
- 6.2. Any data provided by you to us will only be used for the purposes of this Agreement subject to privacy and other relevant laws. Neither you nor any of the Participating Institutions shall be responsible or liable for the processing of personal data by us in this matter.
- 6.3. In this Agreement, intellectual property includes the full benefit of any rights in any copyright, patent, trademark, registered design, trade and business names, agreements, inventions, discoveries and improvements, computer programs, confidential processes, confidential information and know-how and includes without limitation any artistic work, images, photographs, animations, video, audio, music, text, recordings, concept and programming and any adaptation of these included in the Service.
- 6.4. Personally Identifiable Information (Personal Data) of Authorized Users. The Customer, the Supplier and the Publisher together and individually acknowledge and agree that the Customer neither transfers nor provides any personally identifiable information (personal data) of the Authorized Users to the Supplier. Access to the Content is primarily granted via IP Addresses pursuant to clause 3.5 of this Agreement which prevent any identification of the Authorized User. In case of the Supplier or the Publisher use any - administered authentication, the Supplier and the Publisher are required to ensure lawful processing of any personally identifiable information (personal data). This does not preclude the Customer to hand over the contact details of the Participating Institutions' contact persons or other personal data where the Customer has a valid legal basis therefor.
- 6.5. For the purpose of this Agreement, Data Protection Law shall mean the General Data Protection Regulation (EU) 2016/679 (the "Regulation") and the European Privacy and Electronic Communications Directive (Directive 2002/58/EC), as amended or replaced from time to time, and the terms "personal data", "processing", "processor", "controller", "personal data breach", "data subject" and "supervisory authority" shall all have the meanings ascribed to them under the applicable Data Protection Law.
- 6.6. Without any prejudice to clause 6.4 of the Agreement, if any personal data is processed under this Agreement by either party or by the Publisher, the parties agree that each party, including the Publisher, shall act as a data controller for the purposes of Data Protection Law, unless such arrangement would be contrary to the Data Protection Law. Each party, including the Publisher, shall (i) only process personal data in compliance with, and shall not cause itself or the other party or the Publisher to be in breach of Data Protection Law and (ii) act reasonably in providing such information and assistance as the other party may reasonably request to enable it to comply with its obligations under Data Protection Law.

## SERVICE (LICENSE) AGREEMENT

- 6.7. Each party will notify the other party or the Publisher without undue delay if it becomes aware of a personal data breach relating to the processing of personal data in connection with this Agreement and shall act reasonably in co-operating with the other party in respect of any communications or notifications to be issued to any data subjects and/or supervisory authorities in respect of the personal data breach.
- 6.8. If either party receives any communication from any supervisory authority relating to the processing or personal data in connection with this Agreement, it shall (i) provide the other party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other party in respect of any response to the same.
- 6.9. Confidentiality of Personally Identifiable Information (Personal Data). The Supplier agrees and shall ensure that the Publisher ensures that no personally identifiable information (personal data), including but not limited to log-ins recorded in system logs, IP addresses of patrons accessing the system, saved searches, any identification data, usernames and passwords, will be shared with third parties, except in cases required or allowed by the applicable law, particularly by the Data Protection Law (as specified in further below). If the Supplier or the Publisher is compelled by law or court order to disclose personally identifiable information (personal data) of the Authorized Users or patterns of use, the Supplier shall provide the Customer with adequate prior written notice as soon as is practicable, so that the Customer, the Participating Institution or the Authorized Users may seek protective orders or other remedies. The Supplier or the Publisher will notify the Customer and Authorized Users as soon as is practicable if the Supplier's or Publisher's systems are breached and the confidentiality of personally identifiable information (personal data) is compromised.

## 7. EXCLUSIONS AND LIMITATION OF LIABILITY, WARRANTIES

- 7.1. Notwithstanding anything else in this Article 7, our maximum aggregate liability under or relating to this Agreement in any 12 months period, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity or on any other basis is limited to the pro-rated Fees paid by you during that 12 months period.
- 7.2. In no event either party shall be liable under or in relation to this Agreement for any indirect, special, consequential loss or damage or loss of revenue, profits, goodwill, bargain or opportunities or loss or corruption of data or loss of anticipated savings incurred or suffered by you whether caused by negligence or otherwise or whether or not we were aware or should have been aware of the possibility of such loss or damage. This includes but is not limited to the transmission of any computer viruses or anything else that may interfere with or damage the operation of your computer systems.
- 7.3. We warrant that to the best of our knowledge we have all necessary legal and equitable rights, permissions, and clearances to license Content to you and to Participating Institutions for the purposes and terms outlined in this Agreement, and that use of the Content by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party.
- 7.4. We warrant that we are authorized to fulfil any of our obligations set out in this Agreement and that this is ensured in the contract concluded with the Publisher.
- 7.5. We are obliged to secure and we are liable for any damages with respect to the validity of the license granted by us to you for the duration of the Agreement. We are obliged to follow the contract concluded between us and the Publisher about the license to the Content. In the case of breach of such contract we are responsible for all the damages of you and Participating institutions caused by the suspension of the license to the Content to us and by this to you and Participating institutions.

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### 8. TERMINATION

- 8.1. You may terminate this Agreement without penalty after 31 December 2023 if sufficient content acquisitions funds are not allocated to enable you, in the exercise of its reasonable administrative discretion, to continue this Agreement. In the event of such financial circumstances, you will notify us of the intent to terminate the Agreement as soon as is reasonably possible, but in any case, no less than thirty (30) days prior to next payment date, and this transaction shall terminate on the last day of the subscription period for which payment has been made without penalty of expense to you 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.
- 8.2. 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.
- 8.3. If this Agreement is terminated you and Participating Institutions must immediately cease all use of and access to the Service/Content and delete, erase and otherwise remove all copies of the Content from all equipment into which you have loaded or installed the Service. In addition, authorized copies of the Content made by Authorized Users may be retained for educational and research purposes and used subject to the terms of this Agreement.
- 8.4. If this Agreement is terminated, we will:
- (a) refund the pro-rata unused balance of the Fee you have paid us for any remaining period of the Agreement from the date of termination;
  - (b) recover from you any money (including Fees) which you owe us (We will pay to you any money we owe you);
  - (c) be regarded as discharged from any further obligations under this Agreement with the exception of such which does not end with the termination of the Agreement (e.g. obligations with the regards to audit, obligation to remedy, protection of personal data...); and
  - (d) pursue any additional or alternative remedies provided by law.

### 9. FORCE MAJEURE

- 9.1. 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 Nature, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, labour strikes or other work stoppages, and/or any other cause beyond the reasonable control of the party whose performance is affected.
- 9.2. 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.



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### 10. GENERAL

- 10.1. You and we will not assign any of your/our respective rights or obligations under this Agreement without previous written consent of another party.
- 10.2. Any time or indulgence or any waiver by us of any terms or conditions of this Agreement shall not affect any of our other rights under this Agreement nor shall it at the same time be deemed a waiver by us of any other terms or conditions of this Agreement or subsequent breach of such term or condition.
- 10.3. This Agreement constitutes your entire agreement with us. Any prior arrangements, agreements, representations or undertakings are superseded. This Agreement may not be changed, altered or modified unless done so by written instrument signed by you and us.
- 10.4. If any of the terms and conditions or provisions of this Agreement are determined invalid, unlawful or unenforceable to any extent such term, condition or provision shall be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.
- 10.5. This Agreement is governed by and construed in accordance with the laws of the Czech Republic, in particular by Act No. 89/2012 Coll., the Civil Code, as amended, excluding any such laws that might direct the application of the laws of another jurisdiction.
- 10.6. Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture or relationship of principal and agent or any other fiduciary relationship between us.
- 10.7. We are obliged to stand still any control of a respective authority and to cooperate with 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 grants as well as to cooperate with persons authorized to execute the audit/control by such auditing bodies. We shall not be entitled to any remuneration, compensation nor any other benefit for providing cooperation as described above. Disallowance of the audit/control or a failure to provide cooperation as described shall be deemed as a serious breach of this Agreement. We are obliged to fully compensate any damages (excluding application of clause 7.1.) that should arise as a result of the conduct of us. Obligations described in this provision are imposed upon us regardless the termination of this Agreement.
- 10.8. This Agreement is compiled in three counterparts in the English language, each of which has the power of an original. We shall receive one counterpart and you shall receive two counterparts.
- 10.9. 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.
- 10.10. No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of yours and ours.
- 10.11. 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. Notices regarding the extent and manner of performance under this Agreement, damages, penalties, debts, contacts and this Agreement as such (for example the notification

## SERVICE (LICENSE) AGREEMENT

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 third (3rd) business day following their proven posting. 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.

- 10.12. Customer acts as a central purchasing body within the meaning of Act No. 134/2016 Coll., on Public Procurement, as amended, for concluding license agreements on behalf of Participating Institutions as listed in Appendix B ("**Participating Institutions**") as part of the project CzechELib. In the event you are listed in Appendix B, all and any provision related to Participating Institutions shall be without any limitation applicable to you as well.
- 10.13. Customer, in compliance with Section 100 (1) of Act No. 134/2016 Sb., on Public Procurement, as amended, reserves the right to change the commitment under this Agreement, which entails a change in the number of licenses, i.e. an increase in the number of licenses, for the purpose of accommodating additional Potential Participating Institutions as the authorizing contracting authorities with whom *the Customer* has entered into a central procurement agreement and a list of which is attached as Appendix B. This reservation will be effected, as the case may be, by means of an amendment to this Agreement based on the interest of the Potential Participating Institutions mentioned in the preceding sentence in receiving performance under this Agreement. The parties may include the price for the licenses for the Potential Participating Institutions in Appendix B.

### Our contacts

Name: [REDACTED]  
Address: Biskupcova 26/1910, Praha 3, 130 00, Czech Republic  
Phone: [REDACTED]  
Email: [REDACTED]

### Your contacts

Head of Licensing Unit  
CzechELib  
National Library of Technology  
Technická 2710/6, 160 80 Praha 6 – Dejvice, Czech Republic  
Email: [REDACTED]

- 10.14. System Requirements. Using PC and mobile. Our HTML5 Player is supported in the following browser versions:

Windows 8+  
Firefox: 100+ (does not support gapless playback feature)  
Chrome: 100+  
Edge: 101+

OS X 10.6+  
Safari: 15+  
Firefox: 100+ (does not support gapless playback feature)  
Chrome: 100+  
Edge: 101+

iOS 14+  
Safari: Recent versions  
Chrome: Recent versions

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Firefox: Recent versions (does not support gapless playback feature)

Android 10+

Default browser ("Internet"): Recent versions

Firefox: 100+ (does not support gapless playback feature)

Chrome: 100+

### Appendix A: Business Terms

Content:

- Naxos Music Library Database – Naxos Music Library, Naxos Music Library Jazz, Naxos Music Library World, Naxos Spoken Word Library, Naxos Video Library, Naxos Works Database
- All databases contain music recordings intended for streaming. Naxos Music Library (classical music) contains text information about recorders, musical works, composers, musical instruments, artists, musical periods, librettos, synopses and analyses of selected works.

Each database contains the following number of files. NML more than 175,000 CDs (albums); NMLJ 26,700 CDs (albums); NMLW 16,600 CDs (albums); NSWL 14,000 titles (audiobooks); NVL 4,000 full-length videos; NWD 150,000 works and 9,900 composers.

Agreement Term: 1 January 2023 – 31 December 2027

Authentication: IP authentication (See Appendix C for IP addresses) and login/password credentials. List of login(s)/password(s) is supplied by us to Participating Institution(s).

### Fees and Negotiated Discounts:

- Total Fee for the period 2023-2027: 110,020.00 EUR
- License Fee / year
  - 2023: [REDACTED]
  - 2024: [REDACTED]
  - 2025: [REDACTED]
  - 2026: [REDACTED]
  - 2027: [REDACTED]

Payment Terms:

1. The Fee shall be paid to the Distributor's bank account no.: [REDACTED]  
[REDACTED] 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 Fee for the Licensed Materials shall be paid annually for each commenced calendar year of the duration of this Agreement in the amount set forth therein. The Parties expressly state that the Fee for the year 2023 shall be paid in the whole amount, regardless of the beginning of this Agreements' effectiveness.
3. All the prices (Fee) under this Agreement are set forth as final, unchangeable and the maximum allowable and cover and include all activities relating to the performance under this Agreement. The Distributor may not charge any additional costs or expenses to the Licensee.

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4. The Fee for each commenced calendar year of the duration of this Agreement shall be paid in one (1) complete payment within one invoice issued at the earliest at the beginning of the calendar year to which the fees relate with the following maturity:
  - a. Complete payment of the Fee ninety (90) days after the date of receiving an invoice (maturity of the payment);
  - b. The above-mentioned maturity is applicable only if the invoice is delivered to the Licensee no later than fifteen (15) days before the stated maturity of the payment.
  - c. If the invoice is delivered later, the due date of the payment shall be within fifteen (15) days from the date of the provable invoice delivery.
5. The invoice shall be issued in the currency specified in this Agreement. In the event that there are multiple currencies specified in this Agreement for each Licensed Material, the Distributor shall issue at least the number of invoices corresponding to the number of currencies. The foreign currency on the invoice(s) shall also be converted into Czech crowns according to the Czech National Bank exchange rate ([www.cnb.cz](http://www.cnb.cz)) valid as at the date of the taxable transaction.
6. Invoice - the tax document shall contain all the requisites of a tax document. The invoice shall contain all the requisites set forth by the applicable legislation, especially Act No. 235/2004 Coll., VAT Act, as amended ("VAT Act"). The invoice shall be delivered to the Licensee either originally or electronically to the e-mail address [REDACTED]. The invoice shall include a summary of all the Licensed Materials pursuant to this Agreement. The Distributor shall bear any and all costs connected with a change of the exchange rate, including but not limited to any costs which might arise due the invoice containing incorrect or incomplete information.
7. If the invoice does not contain the requisites set forth in this Agreement or by the applicable legislation or these are incorrect or incomplete, the Licensee is entitled to return such invoice to the Distributor for completion/correction. In such case, the term of payment shall be interrupted and the new term of payment shall run from the provable corrected 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 Distributor shall correct the invoice in each case within 15 days as of written 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 duty 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 Distributor 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 Distributor declares that it is a VAT payer and that is not an unreliable VAT payer within the meaning of the Section 106a of the VAT Act. In the event that the tax administrator starts a procedure that the Distributor is an unreliable VAT payer, the Distributor undertakes to notify such fact to the Licensee in writing without undue delay.
12. The Distributor further declares that it fulfills all the conditions set forth in the Section 109 of the VAT Act, i.e. that it has not breached any obligation under the VAT Act which could lead to the liability of the Licensee for the unpaid tax under the Section 109 of the VAT Act. The Distributor undertakes that if there is a threat or even a breach of any Distributor's obligation that could lead to the liability of the Distributor for an unpaid tax, it shall notify such fact in writing to the Licensee without undue delay.

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13. Any payments made under this Agreement in favor of the Distributor shall be made to the Distributor's bank account, which is registered with the tax authority within the meaning of the Section 109 of the VAT Act, which the Distributor confirms. In the event that the Distributor becomes an unreliable VAT payer under the preceding paragraphs or there is a threat that the Distributor will become an unreliable VAT payer under the preceding paragraphs, or the Distributor's account shall not be registered with the tax administrator, or in the event that the Licensee is aware of the facts decisive for the legal liability of the Licensee for the payment of VAT within the meaning of Section 109 of the VAT Act, the Distributor expressly agrees that the VAT from the Fee under this Agreement shall be paid directly to the tax administrator's account in accordance with the applicable legislation.
14. The Distributor takes on the risk of a change in circumstances under Section 1765 (1) of Act No. 89/2012 Coll., the Civil Code, as amended.

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### Appendix B: Participating Institutions

#### Configuration:

Academy of Performing Arts in Prague	NML classical music, 5 CC, Standard Sound Quality.
Research Library of South Bohemia in České Budějovice	NML classical music, 5 CC, Standard Sound Quality.
Hradec Králové City Library	NML classical music 10 CC, NMLJ 5 CC, NMLW 5 CC, NSWL 5 CC, NVL 5CC, Standard Sound Quality.
František Bartoš Regional Library in Zlín	NML classical music, 5 CC, Standard Sound Quality.
Pardubice Regional Library	NML classical music, 5 CC, Standard Sound Quality.
Vysočina Regional Library	NML classical music, 5 CC, Standard Sound Quality.
Regional Research Library in Liberec	NML classical music + NMLJ + NVL, 5 CC, Standard Sound Quality.
Masaryk University	NML classical music, 5 CC, Standard Sound Quality.
Municipal Library of Prague	NML classical music 10CC + NMLJ 5 CC + NVL 5 CC + NSWL 5 CC, Standard Sound Quality.
Moravian Library in Brno	NML classical music, 5 CC, Premium Sound Quality.
National Library of the Czech Republic	NML classical music + NMLJ, 5 CC Standard Sound Quality.
University of Ostrava	NML classical music, 5 CC, Standard Sound Quality.
North Bohemian Research Library in Ústí nad Labem	NML classical music, 5 CC, Standard Sound Quality.
Central Bohemian Research Library in Kladno	NML classical music, 5 CC, Standard Sound Quality.

#### Quality:

Standard Sound Quality 128 Kbps

Premium Quality 320 Kbps

Institution	Period	Total price in EUR
<b>2023</b>		
Academy of Performing Arts in Prague	1.1.2023 - 31.12.2023	
Research Library of South Bohemia in České Budějovice	1.1.2023 - 31.12.2023	
Hradec Králové City Library	1.1.2023 - 31.12.2023	
František Bartoš Regional Library in Zlín	1.1.2023 - 31.12.2023	
Pardubice Regional Library	1.1.2023 - 31.12.2023	
Vysočina Regional Library	1.1.2023 - 31.12.2023	
Regional Research Library in Liberec	1.1.2023 - 31.12.2023	
Masaryk University	1.1.2023 - 31.12.2023	
Municipal Library of Prague	1.1.2023 - 31.12.2023	
Moravian Library in Brno	1.1.2023 - 31.12.2023	
National Library of the Czech Republic	1.1.2023 - 31.12.2023	
University of Ostrava	1.1.2023 - 31.12.2023	
North Bohemian Research Library in Ústí nad Labem	1.1.2023 - 31.12.2023	
Central Bohemian Research Library in Kladno	1.1.2023 - 31.12.2023	
<b>Total 2023 without VAT</b>		
<b>2024</b>		
Academy of Performing Arts in Prague	1.1.2024 - 31.12.2024	
Research Library of South Bohemia in České Budějovice	1.1.2024 - 31.12.2024	
Hradec Králové City Library	1.1.2024 - 31.12.2024	
František Bartoš Regional Library in Zlín	1.1.2024 - 31.12.2024	
Pardubice Regional Library	1.1.2024 - 31.12.2024	

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Vysočina Regional Library	1.1.2024 - 31.12.2024	
Regional Research Library in Liberec	1.1.2024 - 31.12.2024	
Masaryk University	1.1.2024 - 31.12.2024	
Municipal Library of Prague	1.1.2024 - 31.12.2024	
Moravian Library in Brno	1.1.2024 - 31.12.2024	
National Library of the Czech Republic	1.1.2024 - 31.12.2024	
University of Ostrava	1.1.2024 - 31.12.2024	
North Bohemian Research Library in Ústí nad Labem	1.1.2024 - 31.12.2024	
Central Bohemian Research Library in Kladno	1.1.2024 - 31.12.2024	
<b>Total 2024 without VAT</b>		
<b>2025</b>		
Academy of Performing Arts in Prague	1.1.2025 - 31.12.2025	
Research Library of South Bohemia in České Budějovice	1.1.2025 - 31.12.2025	
Hradec Králové City Library	1.1.2025 - 31.12.2025	
František Bartoš Regional Library in Zlín	1.1.2025 - 31.12.2025	
Pardubice Regional Library	1.1.2025 - 31.12.2025	
Vysočina Regional Library	1.1.2025 - 31.12.2025	
Regional Research Library in Liberec	1.1.2025 - 31.12.2025	
Masaryk University	1.1.2025 - 31.12.2025	
Municipal Library of Prague	1.1.2025 - 31.12.2025	
Moravian Library in Brno	1.1.2025 - 31.12.2025	
National Library of the Czech Republic	1.1.2025 - 31.12.2025	
University of Ostrava	1.1.2025 - 31.12.2025	
North Bohemian Research Library in Ústí nad Labem	1.1.2025 - 31.12.2025	
Central Bohemian Research Library in Kladno	1.1.2025 - 31.12.2025	
<b>Total 2025 without VAT</b>		
<b>2026</b>		
Academy of Performing Arts in Prague	1.1.2026 - 31.12.2026	
Research Library of South Bohemia in České Budějovice	1.1.2026 - 31.12.2026	
Hradec Králové City Library	1.1.2026 - 31.12.2026	
František Bartoš Regional Library in Zlín	1.1.2026 - 31.12.2026	
Pardubice Regional Library	1.1.2026 - 31.12.2026	
Vysočina Regional Library	1.1.2026 - 31.12.2026	
Regional Research Library in Liberec	1.1.2026 - 31.12.2026	
Masaryk University	1.1.2026 - 31.12.2026	
Municipal Library of Prague	1.1.2026 - 31.12.2026	
Moravian Library in Brno	1.1.2026 - 31.12.2026	
National Library of the Czech Republic	1.1.2026 - 31.12.2026	
University of Ostrava	1.1.2026 - 31.12.2026	
North Bohemian Research Library in Ústí nad Labem	1.1.2026 - 31.12.2026	
Central Bohemian Research Library in Kladno	1.1.2026 - 31.12.2026	
<b>Total 2026 without VAT</b>		
<b>2027</b>		
Academy of Performing Arts in Prague	1.1.2027 - 31.12.2027	
Research Library of South Bohemia in České Budějovice	1.1.2027 - 31.12.2027	

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Hradec Králové City Library	1.1.2027 - 31.12.2027
František Bartoš Regional Library in Zlín	1.1.2027 - 31.12.2027
Pardubice Regional Library	1.1.2027 - 31.12.2027
Vysočina Regional Library	1.1.2027 - 31.12.2027
Regional Research Library in Liberec	1.1.2027 - 31.12.2027
Masaryk University	1.1.2027 - 31.12.2027
Municipal Library of Prague	1.1.2027 - 31.12.2027
Moravian Library in Brno	1.1.2027 - 31.12.2027
National Library of the Czech Republic	1.1.2027 - 31.12.2027
University of Ostrava	1.1.2027 - 31.12.2027
North Bohemian Research Library in Ústí nad Labem	1.1.2027 - 31.12.2027
Central Bohemian Research Library in Kladno	1.1.2027 - 31.12.2027
<b>Total 2027 without VAT</b>	

### Potential Institutions:

Institution (Czech)	Institution (English)
Agrotest fyto, s.r.o.	Agrotest Fyto
Akademie výtvarných umění v Praze	Academy of Fine Arts in Prague
AMBIS vysoká škola, a.s.	College of Regional Development and Banking Institute - AMBIS
Astronomický ústav AV ČR, v. v. i.	Astronomical Institute of the CAS
Biofyzikální ústav AV ČR, v. v. i.	Institute of Biophysics of the CAS
Biologické centrum AV ČR, v. v. i.	Biology Centre of the CAS
Biotechnologický ústav AV ČR, v. v. i.	Institute of Biotechnology of the CAS
Botanický ústav AV ČR, v. v. i.	Institute of Botany of the CAS
Centrum dopravního výzkumu, v. v. i.	Transport Research Centre
Centrum kardiovaskulární a transplantační chirurgie Brno	Centre of Cardiovascular and Transplantation Surgery
Centrum pro studium vysokého školství, v. v. i.	Centre for Higher Education Studies
Centrum výzkumu Řež s.r.o.	Research Centre Řež
Česká geologická služba	Czech Geological Survey
Česká zemědělská univerzita v Praze	Czech University of Life Sciences Prague
České vysoké učení technické v Praze	Czech Technical University in Prague
Český hydrometeorologický ústav	Czech Hydrometeorological Institute
CESNET, z.s.p.o.	CESNET
Fakultní nemocnice Brno	University Hospital Brno
Fakultní nemocnice Bulovka	Bulovka University Hospital
Fakultní nemocnice Hradec Králové	University Hospital Hradec Králové
Fakultní nemocnice Olomouc	University Hospital Olomouc
Fakultní nemocnice Ostrava	University Hospital in Ostrava
Fakultní nemocnice Plzeň	University Hospital in Pilsen
Fakultní nemocnice u sv. Anny v Brně	St. Anne's University Hospital Brno
Fakultní nemocnice v Motole	Motol University Hospital
Fyzikální ústav AV ČR, v. v. i.	Institute of Physics of the CAS
Fyziologický ústav AV ČR, v. v. i.	Institute of Physiology of the CAS
Geofyzikální ústav AV ČR, v. v. i.	Institute of Geophysics of the CAS
Geologický ústav AV ČR, v. v. i.	Institute of Geology of the CAS
Grantová agentura České republiky	Czech Science Foundation
Institut klinické a experimentální medicíny	Institute for Clinical and Experimental Medicine



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Janáčkova akademie múzických umění	Janáček Academy of Music and Performing Arts
Jihočeská univerzita v Českých Budějovicích	University of South Bohemia in České Budějovice
Knihovna AV ČR, v. v. i.	Library of the Czech Academy of Sciences
Masarykův onkologický ústav	Masaryk Memorial Cancer Institute
Matematický ústav AV ČR, v. v. i.	Institute of Mathematics of the CAS
Mendelova univerzita v Brně	Mendel University in Brno
Metropolitní univerzita Praha, o.p.s.	Metropolitan University Prague
Mikrobiologický ústav AV ČR, v. v. i.	Institute of Microbiology of the CAS, v. v. i.
Moravskoslezská vědecká knihovna v Ostravě, příspěvková organizace	Moravian-Silesian Research Library in Ostrava
Národní filmový archiv	National Film Archive
Národní galerie v Praze	National Gallery Prague
Národní lékařská knihovna	National Medical Library
Národní muzeum	National Museum
Národní pedagogické muzeum a knihovna J. A. Komenského	Comenius National Pedagogical Museum and Library
Národní technická knihovna	National Library of Technology
Nemocnice Na Homolce	Na Homolce Hospital
Orientální ústav AV ČR, v. v. i.	Oriental Institute of the Czech Academy of Sciences
Policejní akademie České republiky v Praze	Police Academy of the Czech Republic in Prague
Psychologický ústav AV ČR, v. v. i.	Institute of Psychology of the CAS
ŠKODA AUTO VYSOKÁ ŠKOLA o.p.s.	ŠKODA AUTO University
Slezská univerzita v Opavě	Silesian University in Opava
Sociologický ústav AV ČR, v. v. i.	Institute of Sociology of the CAS
Státní zdravotní ústav	National Institute of Public Health
Studijní a vědecká knihovna Plzeňského kraje, příspěvková organizace	Education and Research Library of Pilsener Region
Studijní a vědecká knihovna v Hradci Králové	Research Library in Hradec Králové
Technická univerzita v Liberci	Technical University of Liberec
The Extreme Light Infrastructure ERIC (pouze pracoviště Dolní Břežany, ČR)	The Extreme Light Infrastructure ERIC (only facility Dolní Břežany, CZ)
Univerzita Hradec Králové	University of Hradec Králové
Univerzita Jana Amose Komenského Praha s.r.o.	Jan Amos Komenský University Prague
Univerzita Jana Evangelisty Purkyně v Ústí nad Labem	Jan Evangelista Purkyně University in Ústí nad Labem
Univerzita Karlova	Charles University
Univerzita obrany	University of Defence
Univerzita Palackého v Olomouci	Palacky University Olomouc
Univerzita Pardubice	University of Pardubice
Univerzita Tomáše Bati ve Zlíně	Tomas Bata University in Zlín
Úřad vlády České republiky	Office of the Government of the Czech Republic
Ústav analytické chemie AV ČR, v. v. i.	Institute of Analytical Chemistry of the CAS
Ústav anorganické chemie AV ČR, v. v. i.	Institute of Inorganic Chemistry of the CAS
Ústav biologie obratlovců AV ČR, v. v. i.	Institute of Vertebrate Biology of the CAS
Ústav chemických procesů AV ČR, v. v. i.	Institute of Chemical Process Fundamentals of the CAS
Ústav experimentální botaniky AV ČR, v. v. i.	Institute of Experimental Botany of the CAS
Ústav experimentální medicíny AV ČR, v. v. i.	Institute of Experimental Medicine of the CAS
Ústav fotoniky a elektroniky AV ČR, v. v. i.	Institute of Photonics and Electronics of the CAS
Ústav fyzikální chemie J. Heyrovského AV ČR, v. v. i.	J. Heyrovsky Institute of Physical Chemistry of the CAS
Ústav fyziky atmosféry AV ČR, v. v. i.	Institute of Atmospheric Physics of the CAS
Ústav fyziky materiálů AV ČR, v. v. i.	Institute of Physics of Materials of the CAS

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Ústav fyziky plazmatu AV ČR, v. v. i.	Institute of Plasma Physics of the CAS
Ústav geoniky AV ČR, v. v. i.	Institute of Geonics of the CAS
Ústav hematologie a krevní transfuze	Institute of Hematology and Blood Transfusion
Ústav informatiky AV ČR, v. v. i.	Institute of Computer Science of the CAS
Ústav jaderné fyziky AV ČR, v. v. i.	Nuclear Physics Institute of the CAS
Ústav makromolekulární chemie AV ČR, v. v. i.	Institute of Macromolecular Chemistry of the CAS
Ústav mezinárodních vztahů, v. v. i.	Institute of International Relations Prague
Ústav molekulární genetiky AV ČR, v. v. i.	Institute of Molecular Genetics of the CAS
Ústav organické chemie a biochemie AV ČR, v. v. i.	Institute of Organic Chemistry and Biochemistry of the CAS
Ústav přístrojové techniky AV ČR, v. v. i.	Institute of Scientific Instruments of the CAS
Ústav pro hydrodynamiku AV ČR, v. v. i.	Institute of Hydrodynamics of the CAS
Ústav struktury a mechaniky hornin AV ČR, v. v. i.	Institute of Rock Structure and Mechanics of the CAS
Ústav teoretické a aplikované mechaniky AV ČR, v. v. i.	Institute of Theoretical and Applied Mechanics of the CAS
Ústav teorie informace a automatizace AV ČR, v. v. i.	Institute of Information Theory and Automation of the CAS
Ústav termomechaniky AV ČR, v. v. i.	Institute of Thermomechanics of the CAS
Ústav výzkumu globální změny AV ČR, v. v. i.	Global Change Research Centre of the CAS
Ústav zemědělské ekonomiky a informací	Institute of Agricultural Economics and Information
Ústav živočišné fyziologie a genetiky AV ČR, v. v. i.	Institute of Animal Physiology and Genetics of the CAS
Vědecká knihovna v Olomouci	Olomouc Research Library
Veterinární univerzita Brno	University of Veterinary Sciences Brno
Všeobecná fakultní nemocnice v Praze	General University Hospital in Prague
Vysoká škola báňská - Technická univerzita Ostrava	Technical University of Ostrava
Vysoká škola chemicko-technologická v Praze	University of Chemistry and Technology, Prague
Vysoká škola ekonomická v Praze	University of Economics, Prague
Vysoká škola finanční a správní, a.s.	University of Finance and Administration
Vysoká škola PRIGO, z.ú.	PRIGO University
Vysoká škola technická a ekonomická v Českých Budějovicích	Institute of Technology and Business in České Budějovice
Vysoké učení technické v Brně	Brno University of Technology
Výzkumný a šlechtitelský ústav ovocnářský Holovousy s.r.o.	Research and Breeding Institute of Pomology Holovousy
Výzkumný ústav bezpečnosti práce, v. v. i. - NIVOS	Occupational Safety Research Institute – NIVOS
Výzkumný ústav bramborářský Havlíčkův Brod, s.r.o.	Potato Research Institute Havlíčkův Brod
Výzkumný ústav lesního hospodářství a myslivosti, v. v. i.	Forestry and Game Management Research Institute
Výzkumný ústav rostlinné výroby, v. v. i.	Crop Research Institute
Výzkumný ústav Silva Taroucy pro krajinu a okrasné zahradnictví, v. v. i.	Silva Tarouca Research Institute for Landscape and Ornamental Gardening
Výzkumný ústav veterinárního lékařství, v. v. i.	Veterinary Research Institute
Výzkumný ústav vodohospodářský T. G. Masaryka, v. v. i.	T. G. Masaryk Water Research Institute
Výzkumný ústav živočišné výroby, v. v. i.	Institute of Animal Science
Západočeská univerzita v Plzni	University of West Bohemia
Západočeské muzeum v Plzni	Museum of West Bohemia

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### Appendix C: IP Addresses

Instituce	Institution	IP addresses
Akademie múzických umění v Praze	Academy of Performing Arts in Prague	IPv4: 195.113.72.70 195.113.72.125 195.113.72.126 195.113.73.21 195.113.73.22 195.113.73.23 195.113.74.20 195.113.74.21 195.113.75.3
Jihočeská vědecká knihovna v Českých Budějovicích	Research Library of South Bohemia in České Budějovice	IPv4: 195.113.145.2
Knihovna města Hradce Králové	Hradec Králové City Library	IPv4: 195.113.185.136-195.113.185.143
Krajská knihovna Františka Bartoše ve Zlíně	František Bartoš Regional Library in Zlín	IPv4: 131.117.208.136 131.117.208.141 131.117.208.152
Krajská knihovna v Pardubicích	Pardubice Regional Library	IPv4: 77.236.222.152 77.236.222.105
Krajská knihovna Vysočiny	Vysočina Regional Library	IPv4: 195.113.207.234
Krajská vědecká knihovna v Liberci, příspěvková organizace	Regional Research Library in Liberec	IPv4: 93.99.138.27 93.99.138.30 93.99.138.140 93.99.138.145 93.99.138.159 93.99.138.175
Masarykova univerzita	Masaryk University	IPv4: 147.251.0.0-147.251.49.35 147.251.49.37-147.251.255.255  IPv6: 2001:718:801::/48
Městská knihovna v Praze	Municipal Library of Prague	IPv4: 195.113.180.192-195.113.180.255
Moravská zemská knihovna v Brně	Moravian Library in Brno	IPv4: 195.113.155.*
Národní knihovna České republiky, státní příspěvková organizace zřízená Ministerstvem kultury	National Library of the Czech Republic	IPv4: 195.113.132.25 195.113.132.33 195.113.132.71 195.113.132.224-195.113.132.239 195.113.134.1 195.113.134.104-195.113.134.111 195.113.132.59
Ostravská univerzita	University of Ostrava	IPv4: 195.113.102.0-195.113.112.127 78.128.128.0-78.128.146.255 195.113.209.36-195.113.209.39 195.113.209.56-195.113.209.63
Severočeská vědecká knihovna v Ústí nad Labem	North Bohemian Research Library in Ústí nad Labem	IPv4: 195.113.148.32-195.113.148.64
Středočeská vědecká knihovna v Kladně, příspěvková organizace	Central Bohemian Research Library in Kladno	IPv4: 81.201.49.194 81.201.49.196