

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: **Grada Publishing, a.s.**
Seat: U Průhonu 22, 170 00 Praha 7
Identification number: 481 10 248
Other details: Registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, File 7658
Represented by: Ing. Roman Sviták, Chairman of the board

(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 19 December 2022 the Contracting Parties entered into the Standard License Agreement (hereinafter referred to as the “**Agreement**”).
- 1.2. The Agreement defines conditions of cooperation and rights and duties of the Contracting Parties while providing defined Licensed Materials that are set forth in Appendix A (Business Terms) to the Agreement to the Licensee and Participating Institutions listed in Appendix B (Participating Institutions, Potential Participating Institutions and & Fees) to the Agreement and in Appendix C (IP Addresses of Participating Institutions) to the Agreement.
- 1.3. The Agreement was published in the Register of Contracts on 19 December 2022 with the ID of contract 21249657.
- 1.4. National Library of Technology, with its seat at Technická 2710/6, 160 80 Praha 6, Czech Republic is one of the Potential Participating institutions of this Agreement.
- 1.5. National Library of Technology wishes to extend its current portfolio with additional individual collection of ebooks, specifically with the collection Business, all for the period from 1 February 2023 to 31 December 2025.
- 1.6. Since the fees pursuant to the Agreement are due on 15 March 2023 (50% of the fees) and 15 May 2023 (50% of the fees), the Licensee have not been obliged to pay the fees to the Licensor, yet, the Contracting Parties agree that when the fees are due, their amount will be entirely governed by the Agreement as amended by this Amendment.

1.7. For all the reasons stated above, the Contracting Parties execute this Amendment.

2. SUBJECT-MATTER OF THE AMENDMENT

2.1. The Contracting Parties have agreed that Appendix A to the Agreement, section Fees and Negotiated Discounts shall be modified and replaced as follows:

Fees and Negotiated Discounts:

- Total Fee 2023-2025: **25,839,972.79 CZK (exclusive of VAT)**

License Fee / year:

2023:

2024:

2025:

- Ongoing Fees, e.g. access fee, if any; indicate any waived fees
- One-time Fees; indicated any waived fees

Additional information on pricing and holdings maintenance:

In the event of a substantial long-term change in the usage of the subscribed collection titles or in the number of users associated with a public library who are accessing the subscribed collection titles, the parties shall negotiate in good faith an appropriate amount as a fair compensation for such usage change.

2.2. The Contracting Parties have agreed that Appendix B to the Agreement, the section Participating Institutions, Potential Participating Institutions & Fees shall be modified as follows:

- The line concerning the Participating Institution National Library of Technology and its License Fees for 2023-2025 will be added to the table PARTICIPATING INSTITUTIONS as follows:

<i>Institution</i>	<i>Remarks for publisher</i>	<i>Institution Type</i>	<i>FTE</i>	<i>Cur.</i>	<i>Fee 2023</i>	<i>Fee 2024</i>	<i>Fee 2025</i>
National Library of Technology	Business	Public library	21927.75	CZK			

- The line **TOTAL excl. VAT** in the table PARTICIPATING INSTITUTIONS will be modified and replaced and the line **GRAND TOTAL excl. VAT** will be added to the table PARTICIPATING INSTITUTIONS as follows:

TOTAL excl. VAT	CZK		
GRAND TOTAL excl. VAT	CZK		25,839,972.79

2.3. The Contracting Parties have agreed that Appendix C to the Agreement, the table with IP Addresses of Participating Institutions shall be modified as follows:

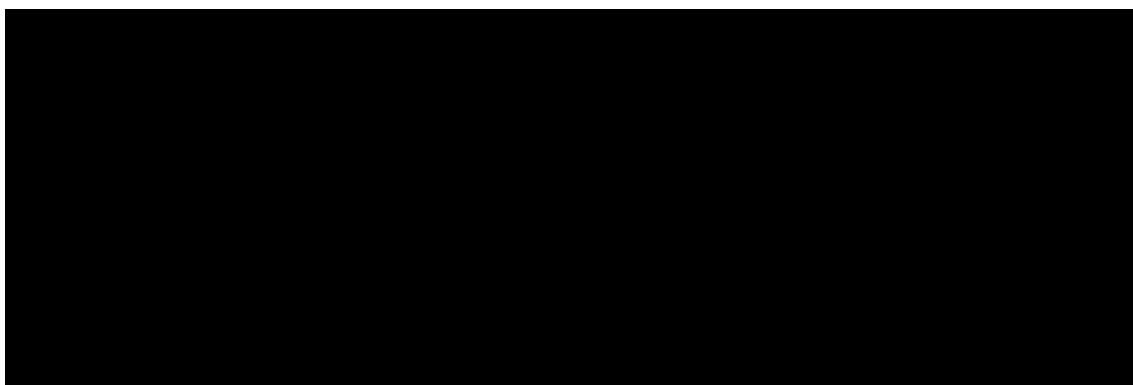
- The line concerning the Participating Institution National Library of Technology and its IP addresses will be added into the table as follows:

Institute	Institution	IP addresses
Národní technická knihovna	National Library of Technology	IP v4: 195.113.241.0-195.113.242.127 IP v6: 2001:718:7::/48

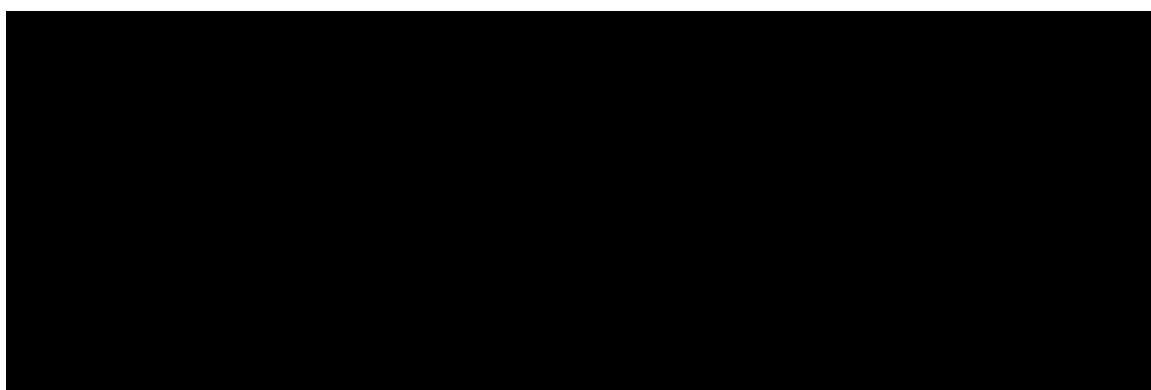
3. FINAL PROVISIONS

- 3.1 This 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. This Amendment will be published by Licensee in the Register of Contracts. The Amendment contains business secrets pursuant to the provisions of Section 504 of Act No. 89/2012 Coll., the Civil Code, as amended, which will not be disclosed in the Register of Contracts in accordance with Section 3 (1) and (2) letter b) of Act No. 340/2015 Coll. (the fees of the individual Participating Institutions).
- 3.2 This Amendment does not change the Agreement in any other way than by adjusting the aforementioned fees and conditions of the collection “Business” with respect to National Library of Technology becoming one of the Participating Institutions. Other terms and conditions including other terms and conditions of Appendix 1 – 3 remain unchanged and unaffected.
- 3.3 Availability of the collection „Business“ for National Library of Technology. Upon the Effective Date (as specified in Section 3.1 of this Amendment), the Licensor shall ensure that the collection „Business“ becomes available to National Library of Technology and its Authorized Users. Should the Effective Date of this Amendment occur after 1 February 2023, the Licensor will make, or has already made, the collection „Business“ available to National Library of Technology and its Authorized Users in the full scope already as of 1 February 2023. Performance of the Licensor’s obligation to ensure that the collection „Business“ becomes available for National Library of Technology and its Authorized Users before this Amendment takes effect shall be considered entirely as a performance according to and in compliance with this Amendment.
- 3.4 The Amendment itself shall be signed by the authorized signatory of the Licensor and the Licensee.
- 3.5 This Amendment is executed in electronic version and each Party receives one electronic counterpart.
- 3.6 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.



Chairman of the board
Grada Publishing, a.s.
U Průhonu 22
1170 00 Praha 7
Czech Republic



Director of National Library of Technology
Technická 2710/6
160 80 Praha 6 – Dejvice
Czech Republic