

Amendment No. 3 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: 48110248
Other details: Incorporated in the Commercial Register maintained by the Municipal Court in Prague, Section B, File 7658
Represented by: Mgr. Martin Sviták, Member of the Board of Directors; or MPhil Klára Sloup Svitáková, Vice-Chairman of the Board of Directors; or Daniel Sviták, MSc., Chairman of the Board of Directors

(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 19th December 2022 the Contracting Parties entered into the Standard License Agreement (hereinafter referred to as the “**Agreement**”), modified and replaced by Amendment No. 1 signed on 1st March 2023 and by Amendment No. 2 signed on 6th October 2023.
- 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) of the Agreement to the Licensee and Participating Institutions listed in Appendix B (Participating Institutions, Potential Participating Institutions and Fees) of the Agreement and their IP addresses listed in Appendix C (IP Addresses of Participating Institutions) of the Agreement.
- 1.3. The Agreement was published in the Register of Contracts on 19th December 2022 with the contract ID 21249657; Amendment No. 1 was published in the Register of Contracts on 1st March 2023 with the contract ID 22008077; and Amendment No. 2 was published in the Register of Contracts on 9th October 2023 with the contract ID 24293511.
- 1.4. **University Hospital Brno**, with its seat Jihlavská 20, 625 00 Brno, Czech Republic is one of the Potential Participating institutions of this Agreement.

1.5. University Hospital Brno wishes to subscribe to the database „Bookport; collection Medicína“ with the start of the subscription period on 1st January 2025 till the end of the Agreement, i.e.: 31st December 2025.

1.6. 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 (Business Terms), the section Fees and Negotiated Discounts shall be modified and replaced as follows (the altered part is highlighted):

Fees and Negotiated Discounts:

- Total Fee 2023-2025: 26,693,961.42 CZK (exclusive of VAT)
- License Fee / year:
2023: [REDACTED]
2024: [REDACTED]
2025: [REDACTED]
- 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 (Participating Institutions, Potential Participating Institutions and Fees) shall be modified, resp. extended (the altered part is highlighted) as follows:

- the table PARTICIPATING INSTITUTIONS shall be extended by adding University Hospital Brno and its License Fees for year 2025
- the lines Total excl. VAT for year 2025 and GRAND Total excl. VAT in the table PARTICIPATING INSTITUTIONS will be modified and replaced

PARTICIPATING INSTITUTIONS

<i>Institution</i>	<i>Collection</i>	<i>Institution Type</i>	<i>FTE</i>	<i>Cur.</i>	<i>Fee 2023</i>	<i>Fee 2024</i>	<i>Fee 2025</i>
University Hospital Brno	Medicína	University Hospital	1049.00	CZK	[REDACTED]	[REDACTED]	[REDACTED]
TOTAL excl. VAT				CZK	[REDACTED]	[REDACTED]	[REDACTED]
GRAND TOTAL excl. VAT				CZK	[REDACTED]	[REDACTED]	26,693,961.42

2.3. The Contracting Parties have agreed that Appendix C to the Agreement (IP Addresses of Participating Institutions), the table with IP Addresses of Participating Institutions shall be modified, resp. extended by adding University Hospital Brno and its IP addresses (the altered part is highlighted) as follows:

- the line concerning the Participating Institution University Hospital Brno and its IP addresses will be added to the table IP Addresses of Participating Institutions

Institute	Institution	IP addresses
Fakultní nemocnice Brno	University Hospital Brno	IPv4: 195.178.83.128

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 the 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 All other provisions of the Agreement (including provisions and tables of the Appendices) not modified by this Amendment shall remain unaffected.
- 3.3 The Amendment itself shall be signed by the authorized signatory of the Licensor and the Licensee.
- 3.4 This Amendment is executed in an electronic version and each Party receives one electronic counterpart.
- 3.5 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

LICENSO

BY: _____ DATE: _____
Signature of Authorized Signatory of Licensor

Mgr. Martin Sviták
Member of the Board of Directors
Grada Publishing a. s.

LICENSEE

BY: _____ DATE: _____
Signature of Authorized Signatory of Licensee

Ing. Martin Svoboda
Director of National Library of Technology