

AGREEMENT

2020

East View Information Services, Inc, 10601 Wayzata Boulevard, Minneapolis, MN 55305 USA,
Identification number of the legal person: 7A-395, Taxpayer Identification Number: 41-1693095,
Hereinafter referred to as a “**Supplier**” on the one hand
and

National Library of the Czech Republic, state contributory organization, str. Klementinum 190,
Prague-1, 110 00, Czech Republic, enterprise code 00023221, VAT payer’s code CZ 00023221,
Hereinafter referred to as a “**Subscriber (Customer/Library)**” on the other hand,
have concluded the Agreement about the following:

1. SUBJECT OF THE AGREEMENT

Supplier accepts the obligation to provide **Subscriber** with services of subscription (hereinafter “**Services**”) to full text database of Russian scientific academic electronic publications, journals and newspapers collection (Electronic Products) to be ordered in the East View database: Universal Database of Russian Central Newspapers (UDB-COM), hereinafter **Database, from January, 1, 2021 till December, 31, 2023** for unlimited number of users, using the database at the same time. **Subscriber** agrees to accept and pay for the **Services** in the amount and terms that meet the conditions of this Agreement.

2. COST OF THE SERVICES

- 2.1. Cost of the **Services** shall be set in US Dollars.
- 2.2. The total cost is \$13602 (in words: Thirteen Thousand Six Hundred Two US Dollars).
- 2.3. **Subscriber** makes one-time payment for the annual **Services**.
- 2.4.1. The payment of \$4534 for the period from January, 1, 2021 to December, 31, 2021 shall be made till March 31, 2021.
- 2.4.2. The payment of \$4534 for the period from January, 1, 2022 to December, 31, 2022 shall be made till March 31, 2022.
- 2.4.3. The payment of \$4534 for the period from January, 1, 2023 to December, 31, 2023 shall be made till March 31, 2023.

3. PERIOD OF VALIDITY

The Agreement enters into force from the date of signature till December, 31, 2023.

4. PERMITTED USES

- 4.1. **Subscriber** is entitled to:
 - a) have remote access by means of Internet to **Database**, which allows searching, browsing and viewing titles. Usage of software for automatic browsing and downloading, except those that are implemented in the electronic resource are prohibited;
 - b) record and store parts of **Database** in the computer memory in archival, educational and research purposes;
 - c) use original and translated citations from **Database** in the scientific, research, polemical, critical and information purposes to the extent justified by the intended purpose;
 - d) use **Database** and fragments as illustrations in publications, radio and television broadcasts, audio and video recordings of educational character to the extend justified the intended purpose.
- 4.2. **Subscriber** is prohibited to:
 - a) distribute copies of **Database** outside the **Subscriber** organization in any amount;
 - b) process and modify the content of **Database** with the subsequent generation and distribution of new secondary information products, including full-text and bibliographic databases, created on the basis of **Electronic Products**.

5. PARTIES RESPONSIBILITIES

5.1. Supplier shall:

5.1.1. execute terms of the Agreement

5.1.2. provide Services in accordance with the terms of the Agreement via the World Wide Web by means of the use of IP address authentication or by other means agreed between Supplier and Subscriber

5.1.3. provide Subscriber with access to Electronic publications within three days from the receipt of the payment in accordance with the Agreement

5.1.4. provide Subscriber with customer support services on the issues arising in connection with the Agreement

5.1.5 provide Subscriber with database usage statistics

5.2. Subscriber shall:

5.2.1. execute terms of the Agreement

5.2.2. provide a list of valid IP addresses to the Supplier and update this list on a regular basis

5.2.2. ensure timely payment for the services provided in accordance with clause 2 of the Agreement

5.2.3. in proper time upon request of the Supplier provide reliable information necessary for the execution of the Agreement.

6. DISPUTE SETTLEMENT

In the event any dispute, controversy or claim arising between the parties under or in connection with this Agreement, the parties agree to first exercise their best efforts to resolve the dispute as soon as possible via negotiations. If these negotiations are unsuccessful any dispute, controversy or claim arising between the parties under or in connection with this Agreement shall be settled in arbitration in accordance with the Law of the Czech Republic and US Law.

7. FORCE MAJEURE

Neither party's delay nor failure to perform any provision of this Agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Agreement.

8. OTHER TERMS

8.1. All notice under the Agreement must be made in writing and sent by e-mail to the appropriate party to the address specified below or to any other address as may from time to time be specified by either party, and the notice shall be deemed received 24 hours after successful transmission.

All notification to the Subscriber must be sent to the following address: National Library of the Czech Republic, str. Klementinum 190, Prague-1, 110 00, Czech Republic.

All notification to the Supplier must be sent to the following address: East View Information Services, Inc, 10601 Wayzata Boulevard, Minneapolis, MN 55305 USA.

8.2. Neither Party can assign its rights or obligations under the Agreement without consent of the other Party.

8.3. Complaint procedures for dispute resolution are required. Due time for the response to the claim is 10 (ten) calendar days from the moment of its receipt.

8.4. Both parties have the right to prematurely terminate this Agreement. Termination of Agreement will be effective as from expiry of last day of the year in which the written termination (notification) was served to the opposite Party. Any fees for the upcoming year of unused Universal Database of Russian Central Newspapers (UDB-COM) Online service will be returned to the Subscriber within 45 (Forty five) days after receiving a written notification of termination by one of the Parties.

8.5. The present Agreement is made in two copies, one copy for each Party. The Agreement contains the entire terms and conditions agreement of the Parties and supersedes all prior correspondence and negotiations between the Parties on its subject.

8.6. Each party represents that it is authorized to execute and accept the terms of this document via electronic signature and that such signature shall be binding.

9. LEGAL ADDRESSES OF THE PARTIES

Subscriber:

National Library of the Czech Republic, str.
Klementinum 190, Prague-1, 110 00, Czech
Republic

Tel.: +XXXXXXXXXX

E-mail: XXXXXXXX

VAT Nr.: CZ 00023221

Bank: Czech National Bank

SWIFT: CNBACZPP

IBAN: XXXXXXXXXXXX

Account: XXXXXXXX

Supplier:

East View Information Services, Inc.
10601 Wayzata Boulevard, Minneapolis, MN
55305, USA

Tel.: +XXXXXXXXXXXXX,
XXXXXXXXXXXXX

Fax: +XXXXXXXXXXXXXXXX, XXXXXXXXXXX,
XXXXXXXXXXXXX

E-mail: XXXXXXXX

Wire Routing number # 121000248 Wells Fargo
Bank, N.A. CA, USA

SWIFT: XXXXXXXXXXXX

Information Services

Account # XXXXXXXX

Deputy-Economy and Operation Management
Unit

Ing. Ivo Gottwald

President

Kent D. Lee