

## STANDARD LICENSE AGREEMENT

**DUN & BRADSTREET CZECH REPUBLIC, A.S.**

**AND**

**THE NATIONAL LIBRARY OF TECHNOLOGY**

**[Note: Information that will often vary from case to case is in *italics*.]**

This License Agreement ("**Agreement**") is made between Dun & Bradstreet Czech Republic, a.s., ID Number: 63078201, with its seat at Praha, Siemsenova 2717/4, PSČ 15500, incorporated in Commercial Register maintained by the Municipal court in Prague, section B, insert 3038 ("**Licensor**")

and

The National Library of Technology, a State Contribution Organization set up by the Ministry of Education, Youth and Sports, with its principal offices at Technická 2710/6, 160 80 Praha 6 – Dejvice, ID No.: 61387142 ("**Licensee**")

(Licensor and Licensee together as the "**Parties**", and separately each as a "**Party**"),

The Licensee 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 the Licensee is listed in Appendix B, all and any provisions related to Participating Institutions shall be without any limitation applicable also to the Licensee.

The Licensee shall be entitled to grant the necessary authorization or sublicense to Participating Institutions.

In consideration of the mutual promises contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## 1. Subject of the Agreement, Content of Licensed Materials; Grant of License

1.1 **Subject of the Agreement.** The subject of this Agreement is to define the conditions of cooperation and the rights and duties of the Parties while providing the Licensed Materials to the Licensee and the Participating Institutions as defined in this Agreement.

1.2 **Licensed Materials.** The materials that are the subject of this Agreement are set forth in Appendix A ("**Licensed Materials**"). The Licensor is entitled to change content of the Licensed Materials and available functions if such a change is necessary to secure compliance of the content and/or functions of the Licensed Materials with applicable legal regulation (esp. GDPR).

**Export.** Individual export extracted from the Licensed Materials that contains data about individual entity, i.e. one row in the database. One Export is defined as information and data related to one individual subject in one row in the database. For example, information about 1000 companies is equal to 1000 Exports. For public use all exports must be labeled "Powered by Dun & Bradstreet" or by other label of similar nature.

1.3 **Grant of License.** The Licensor hereby grants to the Licensee a non-exclusive, non-transferable (except the following sublicenses or other corresponding authorization), system-wide right of access and use limited to the territory of the Czech Republic to the Licensed Materials. The Licensee is entitled to grant the sublicenses or any other corresponding authorization to the Participating Institutions in order to provide the Licensed Materials to the Participating institutions and their Authorized Users (as defined in Section 4.1 of this Agreement) of the Participating Institutions in accordance with the terms of this Agreement.

1.4 **Ownership of Intellectual Property.** Nothing in this Agreement shall be construed, interpreted or understood as transfer of ownership of any copyright, trademarks, service marks or any other intellectual property from the Licensor or its suppliers to the Licensee or the Authorized Users.

## 2. Delivery & Access

2.1 The Licensor will provide the Licensed Materials to the Licensee and to the Participating Institutions in the following manner:

**Network Access.** The Licensed Materials will be stored at one or more of the Licensor's locations in digital form accessible by telecommunication links between such locations and authorized locations of the Participating institutions via web interface using provided user name and password (the "Application"). The Licensor shall provide the Licensee with agreed number of user names and passwords to access the Application. The Licensee shall not have any Licensed materials stored

on his hard-drive or other data storage; however, the Licensee and the Participating institutions can store the exported data on their hard-drives or other data storages.

### 3. Fees

- 3.1 **Fees and Payment.** The Licensee shall pay the Licensor a fee for the license concerning the Licensed Materials pursuant to the terms set forth in Appendix A based on an invoice issued by the Licensor ("**Fee**").
- 3.2 **Incomplete Payment. Intentionally omitted.**
- 3.3 **Change of number of Participating Institutions listed in Appendix B.** In case any Participating Institution shall lose its status as a Participating Institution or shall lose its right on sub-license or in case any Potential Participating Institution and/or new scientific (or similar) institution shall reveal its intent to become a Participating Institution, the Licensor shall enter into negotiations with the Licensee to amend this Agreement and to correspondingly renegotiate the Fee.

### 4. Authorized Use of Licensed Materials

4.1 **Authorized Users.** "Authorized Users" are:

- (a) **Persons affiliated with the Participating Institutions.** Full and part-time employees and self-employed persons (including faculty, staff) of the Participating Institutions and students of the Participating Institutions, and registered users, regardless of the physical location of such persons. For authorized sites of the Participating Institutions, see Appendix B. Should the Licensee be listed in the Appendix B as the Participating Institution, all provisions concerning the Participating Institution and the Authorized Users shall apply also with respect to the Licensee.

Walk-ins. Persons not affiliated with Participating Institutions who are physically present at the Participating Institutions' site(s) ("Walk-ins").

- (b) **Compliance.** The Licensee shall secure that each Participating Institution shall make best effort to bind each individual Authorized User (by suitable means such as software acceptance of terms and conditions) to adhere to the license terms and conditions to the Licensed Materials incorporated in this Agreement.
- (c) **Identification.** The Participating Institutions shall have an obligation to identify each Authorized User to be able to determine who accessed the Licensed materials at any given time. The Licensor or a Participating Institution shall provide such identifications to the Licensor in case of investigation of unauthorized or illegal use of the Licensed materials, where such provision is not unlawful.

4.2 **Access by and Authentication of Authorized Users.** Authorized Users shall be granted access to the Licensed Materials pursuant to the following:

- (a) Access to the Licensed Materials shall be available only through Application.
- (b) Authorization. The Authorized Users shall be identified and authenticated by a username and password, for details see Appendix A.
- (c) Personally Identifiable Information (Personal Data) of Authorized Users. In case of the Licensor-Administered Authentication pursuant to Section 4.2(b) of this Agreement, the Licensor is required to ensure lawful processing of any personally identifiable information (personal data). This does not preclude the Licensee to hand over the contact details of the Participating Institutions' contact persons or other personal data where the Licensee has a valid legal basis therefor.

4.3 **Authorized Uses.** The Participating Institutions and the Authorized Users may make all use of the Licensed Materials and Exports as is consistent with Czech Republic copyright law and with these licensing conditions. The Licensee, the Participating Institutions and the Authorized Users may use the Licensed Materials and Exports in the extent defined by this Agreement ("**Authorized Uses**"). In addition, the Licensed Materials and/or Exports may be used for purposes of research, education or other non-commercial use as particularly follows:

- (a) Display. The Participating Institutions and the Authorized Users shall have the right to electronically display the Licensed Materials or making statistics within Application.
- (b) Digital Copy. The Participating Institutions and the Authorized Users may download and digitally copy an agreed number of Exports.
- (c) Print Copy. The Participating Institutions and the Authorized Users may print an agreed number of Exports.
- (d) Recover Copying Costs. The Participating Institutions may impose a reasonable fee on the Authorized Users to cover costs of copying or printing portions of the Exports by or for the Authorized Users.
- (e) Archival/Backup Copy. The Licensee shall not be entitled to copy of the entire set of the Licensed Materials .
- (f) Caching. The Participating Institutions and the Authorized Users are authorized in the course of an automatic process of an internet browser or any other software to make temporary local digital copies of the Licensed Materials in order to ensure proper operation and use of such internet browser or for proper functioning of such software. For the avoidance of doubt, the cached copy is not a derivative work.
- (g) Classroom Use. The Participating Institutions and the Authorized Users may distribute single copies of individual articles or items of the Exports in print or electronic form to the Authorized Users. For the avoidance of doubt,

classroom handouts shall include the distribution of a copy for teaching purposes to all individual Authorized Users in a class at Authorized Sites (Appendix B).

- (h) Collections of Information. The Participating Institutions and the Authorized Users shall be permitted to extract or use information contained in the Licensed Materials in form of Exports for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.
- (i) Course Packs (Print and Electronic). The Participating Institutions and the Authorized Users may use a reasonable portion of the Exports in the preparation of a packet of the materials used in the classroom ("**Course Packs**") or other educational materials.
- (j) Course Reserves (Print and Electronic). The Participating Institutions and the Authorized Users may use an agreed number of Exports for use in connection with specific courses of instruction offered by the Participating Institutions.
- (k) Electronic Links. Intentionally omitted.
- (l) Scholarly Sharing. On an ad hoc basis, the Authorized Users may transmit to a third party, in hard copy or electronically, Exports for personal use or scholarly, educational, or scientific research or professional use in the nature of collaboration, comment, or scholarly exchange of ideas but in no case for resale or commercial purposes or in a manner that would substitute for direct access to the Licensed Materials via services offered by the Licensor.
- (m) Text and Data Mining. The Authorized Users may use the Licensed Materials to perform and engage in text and/or data mining activities for academic research, scholarship, and other educational purposes and may utilize and share the results of text and/or data mining in their scholarly work and make the results available for use by others, so long as the purpose is not to create a product for use by third parties that would substitute for the Licensed Materials. The Licensor will, upon receipt of a written request, cooperate with the Licensee and the Authorized Users as will be reasonably necessary for making the Licensed Materials available in a manner and form most useful to the Authorized User. The Licensor shall provide the Licensee, upon request, with copies of the agreed number of Exports for text and data mining purposes without any extra fees for non-commercial use.
- (n) Interlibrary Loan. Using electronic, paper, or intermediated means, the Participating Institutions may at their discretion fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan ("**ILL**"). Upon previous written consent of the Licensor the electronic form of the Licensed Materials may be used as a source for the ILL whereby articles and/or chapters can be printed and these print copies can be delivered via postal mail, fax, or fax-based service to fulfill ILL requests from an academic,

research or other non-commercial library. Requests received from for-profit companies will not be honored. An ILL through secure electronic transmission, as demonstrated by the ARIEL, is permitted. Files transmitted in this manner must carry copyright notices and comply with the applicable law.

- (o) **Bibliographic Citations.** The Participating Institutions and the Authorized Users may use, with appropriate credit given, figures, tables, and brief excerpts from the Licensed Materials in the Participating Institutions' and the Authorized Users' own scientific, scholarly, and educational works. For the avoidance of doubt, the Participating Institutions and the Authorized Users may use citation and abstract information in faculty profiling systems, in lists of publications on faculty and institutional web pages, and to create bibliographies, and store a single copy of an individual document being part of the Licensed Materials, including within secure personal bibliographic reference/citation management systems. All such Citations shall include reference to the Licensor as a source.

4.4 **No Diminution of Rights.** Nothing in this Agreement, including but not limited to the Authorized Uses, shall be interpreted to diminish the rights and privileges of the Licensee, the Participating Institutions or the Authorized Users with respect to any of the Licensed Materials, including exceptions or limitations regarding the exclusive rights of copyright owners. In the event that any content included in the Licensed Materials is in the public domain or has been issued under a Creative Commons or other open license, the Licensor shall not place access, use or other restrictions on that content beyond those found in the open license, where applicable.

4.5 **The Rights of the Author to Use Own Work.** Intentionally omitted.

4.6 Intentionally omitted.

4.7 **Definitions:** Intentionally omitted.

4.8 **Scope of Authorized Use and Access to Licensed Materials.**

- (a) **Limited Access.** Subject to the terms of this Agreement, the Participating Institutions and the Authorized Users shall have limited and simultaneous user access to the Licensed Materials and Exports as agreed in this Agreement, its Appendix A.

## 5. Specific Restrictions on Use of Licensed Materials

5.1 **Unauthorized Use.** The Participating Institutions or the Authorized Users shall not knowingly permit anyone other than the Authorized Users to access the Licensed Materials and shall execute all reasonable effort to prevent such access.

5.2 **Modification of Licensed Materials.** The Participating Institutions or the Authorized Users shall not modify or manipulate the Licensed Materials without the prior written permission of the Licensor.

- 5.3 **Removal of Copyright Notice.** The Participating Institutions or the Authorized Users shall not remove, obscure or modify any copyright or other notices included in the Licensed Materials.
- 5.4 **Commercial Purposes.** The Participating Institutions or the Authorized Users may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials, fee-for-service use of the Licensed Materials; nor may the Licensee and the Participating Institutions impose special charges on the Authorized Users for use of the Licensed Materials beyond reasonable printing or administrative costs. For the avoidance of doubt, research conducted by the Participating Institutions and Authorized Users that is supported by a commercial entity shall not be considered use for commercial purposes.

## 6. Mutual Performance Obligations

- 6.1 **Notification and Cure of Unauthorized Use.** In the event the Licensee and/or any of the Participating Institutions becomes aware of an unauthorized use of the Licensed Materials and cannot promptly remedy it, the Licensee or the Participating Institution shall without undue delay notify the Licensor. In the event the Licensor becomes aware of unauthorized use of the Licensed Materials, the Licensor shall without undue delay notify the Licensee and the respective Participating Institution in writing.
- 6.2 In the case of unauthorized use which is causing serious and immediate material harm to the Licensor, the Licensor may temporarily suspend such offending individual Authorized User's access to the Licensed Materials (e.g. by blocking an individual user's username), provided that the Licensor immediately notifies the Licensee and the respective Participating Institution of any such suspension, including the reason for the suspension and any supporting details. Such temporary suspensions will be only of the shortest possible duration and the maximally limited extent necessary to terminate the unauthorized use and prevent its resumption. In the event that such suspension lasts longer than the shortest period necessary to prevent such unauthorized use, the Licensor is obliged to reimburse the Licensee the respective pro rata part of the Fee (calculated with respect to the actual number of excessively suspended Authorized Users) for the period of duration of such excessive suspension. Any excessive suspension of access to the Licensed Materials can serve as a Licensee's reason for termination of this Agreement pursuant to Section 11 of this Agreement.

## 7. Licensor Performance Obligations

- 7.1 The Licensor will use reasonable efforts to ensure that its performance will meet or exceed industry standards and practices. Additionally, the Licensor agrees to the following performance standards set out in this Section 7.

7.2 **Availability of the Licensed Materials.** Upon the Effective Date (as specified in Section 9.1 of this Agreement), the Licensor will make the Licensed Materials available to the Participating Institutions and the Authorized Users.

Should the Effective Date of this Agreement occur after 1 January 2023, the Licensor will make, or has already made, the Licensed Materials available to the Licensee, the Participating Institutions and Authorized Users in the full scope of the license stipulated herein already as of 1 January 2023 due to the necessity of access to the Licensed Material as of 1 January 2023, to the Participating Institutions and Authorized Users in the full scope of the authorization stipulated herein including all and any possible rights and authorizations such as potential archiving rights, extent of the access to the backfile content of Licensed Materials or Open Access publishing under this Agreement. Performance of the Licensor's obligation to ensure that the Licensed Materials become available before this Agreement takes effect shall be considered entirely as a performance according to and in compliance with this Agreement.

7.3 **Discovery of the Licensed Materials.** Intentionally omitted.

7.4 **Persistent Linking.** Intentionally omitted.

7.5 **Online Terms and Conditions.** In the event that the Licensor requires the Authorized Users to agree to additional terms relating to the use of the Licensed Materials (commonly referred to as "**click-through**" or "**clickwrap**" licenses), or otherwise attempts to impose terms on the Authorized Users through online terms and conditions invoked by the mere use or viewing of the Licensed Materials, such additional terms shall only apply to the Authorized Users who agreed to the respective additional terms. Such additional terms shall not materially differ from the provisions of this Agreement and violation of these additional terms by the Authorized Users will not be considered as breach of this Agreement but merely and exclusively as breach of these additional terms. In the event of any conflict between the additional terms and this Agreement, the terms of this Agreement shall prevail. The Licensor alone shall be liable and responsible for any personal data processing that occurs with respect to these additional online terms and conditions as the Licensor itself determines the scope and purpose of such personal data processing. For the avoidance of doubt, the Authorized Users are not a party to this Agreement.

7.6 **Documentation.** The Licensor will provide complete and up-to-date help and operational documentation to the Licensee, the Participating Institutions and the Authorized Users in an electronic format. Such documentation may be provided by means of the Licensor's online system and/or system for administrators.

7.7 **Support.** The Licensor will provide activation and installation support, including assisting the Licensee, Participating Institutions and Authorized Users with the implementation of any Licensor software. The Licensor will offer reasonable levels of continuing support to assist the Licensee, Participating Institutions and Authorized Users in the use of the Licensed Materials. The Licensor will make its personnel available by email [REDACTED] and/or phone [REDACTED] for feedback, problem-solving, or general questions, and they will respond in a timely



manner. If there is a change in a contact for support, the Licensor is obliged to notify the Licensee and the Participating Institutions of such change. The change is effective by the delivery of the notice to the Licensee and the Participating Institutions. Detailed specification of obligations of the Licensor to provide the Support are set forth in Appendix A hereto.

- 7.8 **Training.** The Licensor will, upon agreement and in a reasonable quantity, provide to the Licensee, the Participating Institutions and the Authorized Users appropriate on-site or online training related to the use of the Licensed Materials and any Licensor software. The Licensor will also provide additional training to the Licensee and the Participating Institutions staff if made necessary by any updates or modifications to the Licensed Materials or any of the Licensor's software. Detailed specification of obligations of the Licensor to provide the Support are set forth in Appendix A hereto.
- 7.9 **Updates.** The Licensor will provide and implement regular system and project updates to the Licensee and the Participating Institutions as they become available. No additional fee shall be charged for updates.
- 7.10 **Quality of Service.** The Licensor shall use reasonable efforts to ensure that the Licensor's server or servers have sufficient capacity and rate of connectivity to provide the Licensee, Participating Institutions and their Authorized Users with all the services pursuant to this Agreement at a level exceeding or at least comparable to current standards in the online information provision industry in the Licensee's and the Participating Institutions' locale. The Licensor shall use reasonable efforts to provide continuous service of providing the Licensed Materials. Detailed specification is described in Appendix A hereto.
- 7.11 **Problems with Licensed Materials.** If the Licensed Materials fail to operate, display, load, or render in conformance with the terms of this Agreement, the Licensee or the Participating Institution shall immediately notify the Licensor in writing, and the Licensor shall promptly use best efforts to restore access to the Licensed Materials as soon as possible. In the event that the non-conformity materially affects the Participating Institutions' or the Authorized Users' use of the Licensed Materials, and the Licensor fails to remedy the non-conformity within five (5) business days, the Licensor shall reimburse the Licensee for such problems in an amount that is proportional to the Fee.
- 7.12 **Transfer or Acquisition of Titles.** Intentionally omitted.<sup>1</sup>
- 7.13 **Completeness of Content.** Intentionally omitted.
- 7.14 Intentionally omitted.
- 7.15 Intentionally omitted.
- 7.16 **Notification of Modifications of Licensed Materials.** From time to time, the Licensor may add, change, or modify portions of the Licensed Materials, or migrate the Licensed Materials to other formats. When such changes, modifications, or migrations occur, the Licensor shall give prior written notice of any such changes to

the Licensee and the Participating Institutions as soon as is practicable, but in no event less than sixty (60) days in advance of such event. If any of the changes, modifications, or migrations render the Licensed Materials substantially less useful to the Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to Section 11 of this Agreement; this does not apply if change of content of the Licensed Materials or available functions is necessary to secure compliance of the content and/or functions of the Licensed Materials with applicable legal regulation (esp. GDPR).

- 7.17 **Withdrawal of Licensed Materials.** The Licensor reserves the right to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable. The Licensor shall give prior written notice of the withdrawal to the Licensee and the Participating Institutions as soon as is practicable, but in no event less than thirty (30) days in advance of such withdrawal, specifying the item or items to be withdrawn.
- 7.18 If any such withdrawal renders the Licensed Materials less useful to the Licensee, the Participating Institutions or the Authorized Users, the Licensor shall reimburse the Licensee for the withdrawal in an amount proportional to the Fee. If any such withdrawal renders the Licensed Materials substantially less useful to the Licensee, the Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to Section 11 of this Agreement; this does not apply if change of content of the Licensed Materials or available functions is necessary to secure compliance of the content and/or functions of the Licensed Materials with applicable legal regulation (esp. GDPR).
- 7.19 **Itemized Holdings/Title List.** Intentionally omitted.
- 7.20 **Usage Statistics.** The Licensor will provide access to both composite system-wide use data about number of Exports for the Licensee, the Participating Institutions, individual campuses and labs upon request but not more often than once a month.
- 7.21 The Licensor shall not provide the Licensee's usage statistics in any form to any third party without the Licensee's prior written consent, unless the third party owns rights in the Licensed Materials; in such case the Licensor shall ensure that the usage statistics will not be provided to any other third party. The Licensor shall not provide usage statistics of any Participating Institution in any form to any third party (with the exception of the Licensee) without the Participating Institution's prior written consent, unless the third party owns rights in the Licensed Materials. In all cases, the disclosure of such data shall fully protect the anonymity of individual users and the confidentiality of their searches, and will comply with all applicable privacy legislation. The Licensor shall not disclose or sell to any third party usage data or information about the Licensee, any Participating Institution or the Authorized Users without the Licensee's and/or the relevant Participating Institution's prior written consent or unless specifically required by law.
- 7.22 **Confidentiality of Personally Identifiable Information (Personal Data).** The Licensor agrees 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 Section 16.1 of this Agreement). If the Licensor is compelled by law or court order to disclose personally identifiable information (personal data) of the Authorized Users or patterns of use, the Licensor shall provide the Licensee with adequate prior written notice as soon as is practicable, so that the Licensee, the Participating Institution or the Authorized Users may seek protective orders or other remedies. The Licensor will notify the Licensee and Authorized Users as soon as is practicable if the Licensor's systems are breached and the confidentiality of personally identifiable information (personal data) is compromised.

7.23 **Notice of the Use of Digital Rights Management Technology.** Intentionally omitted.

7.24 **Use of Digital Watermarking Technology.** In the event that the Licensor utilizes any type of watermarking technology for any element of the Licensed Materials, the watermarks may not reduce the readability of the content or degrade image quality. Such watermarks shall not contain user-related information, including but not limited to an account number, IP address, and usernames. If digital watermarking technology is implemented, the Licensor will notify the Licensee at least thirty (30) days in advance of such implementation, and provide the technical specifications for the watermarking technology used. If the use of the watermarking technology renders the Licensed Materials substantially less useful to the Licensee, the Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to Section 11 of this Agreement.

7.25 **Interoperability with Prevailing Web Browsers.** The Licensor will use reasonable efforts to ensure within shortest possible time respecting technical and operational possibilities of the Licensor that the Licensed Materials are accessible and interoperable with prevailing web browsers and internet access tools, including, at a minimum, the most recent two major versions (current version and one version prior) and all the associated releases for those versions.

7.26 **MARC Records.** Intentionally omitted.

7.27 **Open Access Option.** Intentionally omitted.

7.28 Intentionally omitted.

## 8. Licensee Performance Obligations

- 8.1 **License Terms Notification.** The Licensee shall secure that each Participating Institution shall make best effort to bind each individual Authorized User (by suitable means such as software acceptance of terms and conditions) to adhere to the license terms and conditions to use the Licensed Materials incorporated in this Agreement.
- 8.2 **Protection from Unauthorized Use.** The Licensee shall secure that the Participating Institutions will use reasonable efforts to restrict access to the Licensed Materials to the Authorized Users in the case of their unauthorized use of the Licensed Materials.
- 8.3 **Maintaining Confidentiality of Access Passwords.** Where access to the Licensed Materials is to be controlled by the use of user names and passwords, the Licensee shall secure that the Participating Institutions will inform the Authorized Users that they should not divulge their user names and passwords to any third party. The Licensee shall ensure that the Participating Institutions will also use reasonable efforts to maintain the confidentiality of any institutional passwords provided by the Licensor.
- 8.4 The Licensee undertakes to ensure and guarantee that the Participating Institutions will comply with the terms of this Agreement and will use the Licensed Materials in accordance with the license terms set out in this Agreement and will observe proper fulfilment of requirements set out in this Agreement. The Licensee shall use all reasonable efforts to ensure that the Participating Institutions will ensure that the Authorized Users only use the Licensed Materials in accordance with the license terms set out in this Agreement.
- 8.5 Unless otherwise expressly agreed in this Agreement, the Licensee obtains a non-exclusive, non-transferable (with the exception of sublicense to the Participating Institutions and their Authorizes Users) and by the term of this Agreement time-limited right for the Authorized Users to use the Licensed Materials and the Application as specified in this Agreement, the data and software included in the Licensed Materials and the Application, including their updates, or the means (Internet applications) for presentation for the purpose of their use by use by the Participating Institutions and the Authorized Users only. The Authorized Users shall not be allowed to use the Licensed Materials or parts thereof and/or the Exports for any other purpose not permitted by this Agreement, especially but not limited to their further dissemination, sale, transfer to any third party without consideration, surrender for use or for use with or without consideration for the benefit of any third party; the Licensee is obliged to contractually bind the Participating Institutions to fully obey these obligations related to the use of the Licensed Materials and the Application.
- 8.6 In the event of a serious breach of provisions of this Article 8 by the Licensee or by the Participating Institution, the Licensee shall be obliged to pay the Licensor a contractual penalty of CZK 100,000 (in words: one hundred thousand Czech crowns) for each individual case of such breach. The Licensee shall have the right to collect

such a penalty from the Participating Institution and the Licensor shall provide it with necessary cooperation for this cause. The notice with the penalty must be delivered to the Licensee as soon as the Licensor finds the violation and with the detailed justification, otherwise the claim for the contractual penalty will expire.

## 9. Term

- 9.1 This Agreement shall become valid on the date of its execution by both of the Parties. This Agreement shall take effect on the date of its publication in the Czech Register of Contracts ("**Effective Date**").
- 9.2 This Agreement shall be in effect from the Effective Date through the expiration date as set out in Appendix A (till the end of 2025) unless terminated earlier in accordance with Section 11 of this Agreement.
- 9.3 By a Subscription Period shall be for the purpose of this Agreement understood a calendar year (1 January – 31 December), unless specified differently in Appendix A.

## 10. Renewal

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## 11. Early Termination

- 11.1 **Early Termination for Financial Hardship.** The Licensee may terminate this Agreement, even partially with respect to particular Participating Institution or Participating Institutions, without penalty as of 31 December 2023 and subsequently every potential 31 December of the following Subscription Period (i) if sufficient content acquisitions funds are not allocated, or (ii) content acquisition funds are withdrawn, or (iii) the relevant Participating Institution does not have sufficient funds to participate, 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, the Licensee will notify the Licensor of the intent to terminate this Agreement or partially terminate this Agreement at least thirty (30) days before the end of the respective Subscription Period. This Agreement shall terminate in the selected extent on the last day of the respective Subscription Period 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 of this Agreement, the Licensee and Participating Institutions shall maintain their perpetual right to the Licensed Materials under fully paid Subscription Periods, subject to Section 12 of this Agreement.
- 11.2 **Termination for a Material Breach.** Each Party shall notify the breaching Party of a material breach of this Agreement in writing with a detailed description of the breach.

The breaching Party shall have thirty (30) days from the receipt of such notice to use all reasonable means to cure this alleged material breach and to notify the non-breaching Party in writing that a cure has been effected. If the material breach is not cured within the thirty (30)-day period, the non-breaching Party shall have the right to terminate this Agreement with a written notice, however, if such material breach would concern or relate merely a certain Participating Institution or Participating Institutions, the Licensor has the right to terminate this Agreement only partially with respect to this or these Participating Institutions. Termination of this Agreement is effective immediately by the date of delivery of such a notice. The obligation of the Parties to also remedy any other breach shall not be affected by this provision.

- 11.3 Stop of providing services. If a Participating Institution or its Authorized User violates obligations related to the use of the Licensed Materials stipulated in this Agreement the Licensor is entitled to stop providing the Licensed Materials and to deactivate the Application to such a Participating Institution for a period necessary to rectify such violation; in case of serious breach of such obligations the Licensor is entitled to stop providing the Licensed Materials and to deactivate the Application to such a Participating Institution permanently. In such events no refunds of prepaid price shall be made by the Licensor to the Licensee. About the stop for a period or permanently the Licensor shall notify Licensee and respective Participating Institution.
- 11.4 **Termination of Access.** Upon termination of this Agreement, the Licensor may terminate access to the Licensed Materials by the Licensee, the Participating Institutions and the Authorized Users (in case of a partial termination of this Agreement only with respect to the particular Participating Institution and their Authorized Users), subject to Section 12 of this Agreement. In addition, authorized copies of the Exports made by the Authorized Users may be retained for educational purposes and used subject to the terms of this Agreement even after the termination of this Agreement.
- 11.5 **Refunds.** In the event of early termination due to a material breach of this Agreement, (including termination for modifications of the Licensed Materials and Withdrawal from the Licensed materials) by the Licensor pursuant to Section 11.4 of this Agreement, the Licensee shall be entitled to a refund of any Fee or pro-rata portion thereof paid by the Licensee for any remaining period of this Agreement calculated from the date of termination. For avoidance of any doubt the Licensee shall not be entitled to a refund of any fees due to change of content of the Licensed Materials and available functions if such a change is necessary to secure compliance of the content and/or functions of the Licensed Materials with applicable legal regulation (esp. GDPR). In the event of early termination due to a material breach of this Agreement by the Licensee, the Licensee shall not be entitled to any refund of any fees or pro-rata portion thereof paid by the Licensee for any remaining period of this Agreement from the date of termination.

## 12. Perpetual Rights

12.1 **Perpetual License.** Notwithstanding anything else in this Agreement, the Licensor grants to the Licensee and the Participating Institutions a non-exclusive, royalty-free, system-wide perpetual license, or if perpetual is not objectively possible under the applicable law then to the maximum extent permissible under applicable law, limited to the territory of the Czech Republic to use the Exports that were subscribed to or for which a perpetual license fee has been paid during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, all of which shall survive any termination of this Agreement. The means by which the Licensee and/or Participating Institutions shall have access to such Exports shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement. If the Licensor's means of access is not available, the Licensee and/or Participating Institutions may provide substantially equivalent access to the Exports by use of an archival copy or by engaging the services of third-party trusted archives (such as Portico) and/or participating in collaborative archiving endeavors to exercise such perpetual rights.

*Note: This paragraph applies only to the Licensed Materials which are perpetual, so it is obligatory only for e-journals and e-books with permanent license – in contrast to factual, citation or similar databases and e-resources.*

12.2 **Archival Copy.** Intentionally omitted.

12.3 Intentionally omitted.

12.4 **Third-Party Archiving Services.** Intentionally omitted.

12.5 Intentionally omitted.

## 13. Warranties

13.1 The Licensor represents and warrants that it has all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials to the Licensee that could further authorize the Participating Institutions and their Authorized Users to use the Licensed Materials for the purposes and terms set out in this Agreement, and that the use of the Licensed Materials in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party.

13.2 The Licensor represents and warrants that the Licensed Materials shall be updated in the shortest possible time reflecting technical and operational possibilities of the Licensor and that shall contain all the anticipated content.

13.3 Accessibility Requirements. Intentionally omitted.

## 14. Limitations on Warranties

14.1 Notwithstanding anything else in this Agreement, neither Party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, that arises from the use of the Licensed Materials, or the incompetence of the Authorized Users to properly use the Licensed Materials.

- 14.2 Licensor is not liable for the impossibility to use the Licensed Materials (data, information) caused by the delay/default of the third party, so-called, the Licensor is not liable for information received in delay, incorrect or incomplete from third parties.
- 14.3 The Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any of the Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.
- 14.4 Except for the express warranties stated elsewhere in this Agreement, the Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability, or fitness for a particular purpose. The total contingent liability of the Licensor for any damages under or in connection with this Agreement relating any claims of the Licensee or a Participating Institution, if any, shall be limited to an amount equal to the price exclusive of VAT paid to the Licensor by the Licensee in accordance with this Agreement. Licensor shall in no way be responsible for any subsequent losses, loss of profits or indirect damage.

## 15. Indemnities

- 15.1 The Licensor shall indemnify and hold harmless the Licensee, the Participating Institutions and Authorized Users from and against any and all liabilities, losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from actual or alleged infringement of any third-party intellectual property rights regarding the use of the Licensed Materials by the Licensee or any Participating Institution or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. This Section shall survive the termination of this Agreement.

## 16. Data Protection

- 16.1 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.
- 16.2 Without any prejudice to Section 4.2(c) of this Agreement, if any personal data is processed under this Agreement by either Party, 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 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.

16.3 Each Party will notify the other Party 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.

16.4 If either Party receives any communication from any supervisory authority relating to the processing of 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.

## 17. Assignment and Transfer

17.1 Neither Party may assign, transfer or novate, directly nor indirectly, any or all of its rights or obligations under this Agreement without the prior written consent of the other Party, except as otherwise stipulated herein. Neither Party may unreasonably withhold or delay such written consent.

## 18. Governing Law

18.1 This Agreement and all matters arising from or in connection hereto shall be interpreted and construed according to, and governed by, the laws of the Czech Republic, in particular by Act No. 89/2012 Coll., the Civil Code, as amended.

## 19. Dispute Resolution & Venue

19.1 In the event of any dispute or controversy arising out of or relating to this Agreement, the Parties agree to exercise good faith to resolve the dispute amicably and as soon as possible. In the event that the Parties fail to settle the dispute amicably within thirty (30) days, they shall submit the dispute to informal mediation, as further described below in this paragraph. The Parties shall continue to perform their respective obligations under this Agreement unless such performance would be objectively hindered due to the existing dispute. The Party invoking mediation shall inform the other Party with a written notice of its decision to seek informal mediation, and the notice must include a description of the subject to the dispute and a proposed resolution thereof. Designated representatives of both Parties shall attempt

to resolve the dispute within five (5) working days starting from the day after the delivery of such notice to the other Party. If the designated representatives cannot resolve the dispute, the Parties shall meet at a mutually agreed location and discuss the dispute and their respective proposals for resolution while being represented by their responsible executives, who shall act in good faith to resolve the dispute.

19.2 If the dispute is not resolved within thirty (30) days of the meeting among the Parties' executives, either Party may pursue legal action in court. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this Agreement is in a state court of competent jurisdiction, situated in Prague, Czech Republic. During such court action, the Parties shall continue to perform their respective obligations under this Agreement unless such performance would be objectively hindered due to the existing dispute.

## 20. Force Majeure

20.1 Neither Party shall be liable for any damage or have the right to terminate this Agreement for any delay or default in performing its duties hereunder if such delay or default is caused by conditions beyond its control including but not limited to acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, acts of terrorism, insurrections, labor strikes or other work stoppages, and/or any other cause beyond the reasonable control of the Party whose performance is affected. Upon the occurrence of such event of force majeure, the Party affected shall promptly notify the other Party in writing setting forth the details of the occurrence of the force majeure event, its expected duration and how that Party's performance may be affected. The affected Party shall resume the performance of its duties as soon as practicable after the force majeure event ceases.

## 21. Entire Agreement

21.1 This Agreement constitutes the entire agreement of the Parties and supersedes any and all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written. For the avoidance of doubt, additional terms and conditions as defined in Section 7.5 of this Agreement shall not modify the terms of this Agreement.

## 22. Amendment

22.1 No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of the Parties.

22.2 The Licensee, 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 Licensee 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 Potential Participating Institutions mentioned in the preceding sentence to receive performance under this Agreement. The Parties may include the price for the licenses for these Potential Participating Institutions in the Appendix B.

## 23. Severability

23.1 If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall replace the invalid, illegal or unenforceable provision with a new provision to achieve the same or, if not possible, the closest possible effect to that of the original invalid, illegal or unenforceable provision and this Agreement as a whole.

## 24. Waiver of Contractual Right

24.1 Waiver of any right, power or remedy herein shall not be deemed a waiver of any other right, power or remedy herein, nor shall waiver of any right, power or remedy regarding a breach of this Agreement be construed as a continuing waiver of any right, power or remedy regarding other breaches of the same or other provisions of this Agreement.

## 25. Notices

25.1 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.

25.2 Notices regarding the damages, penalties, debts, contacts and this Agreement as such (for example, the notification about breach or 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 presumed delivered on the fifth (5<sup>th</sup>) business day following their proven posting if the delivery address is in the Czech Republic, and on the fifteenth (15<sup>th</sup>) day if the delivery address is outside the Czech Republic.

25.3 Either Party may from time to time change its delivery address by written Notice to the other Party. Such change is effective from the delivery of such Notice.

25.4 If to the Licensor:

- Publisher: Dun & Bradstreet Czech Republic, a.s.
- Address of Licensor: Siemensova 2717/4
- City of Licensor: Praha
- Country of Licensor: Czech Republic
- Postal Code of Licensor: 155 00
- E-mail: [REDACTED]  
[REDACTED]

25.5 If to the Licensee:

- Licensing contact:
- Address of Licensee: Head of Licensing Unit  
CzechELib  
National Library of Technology  
Technická 2710/6, 160 80 Praha 6 – Dejvice  
Czech Republic
- E-mail: [REDACTED]

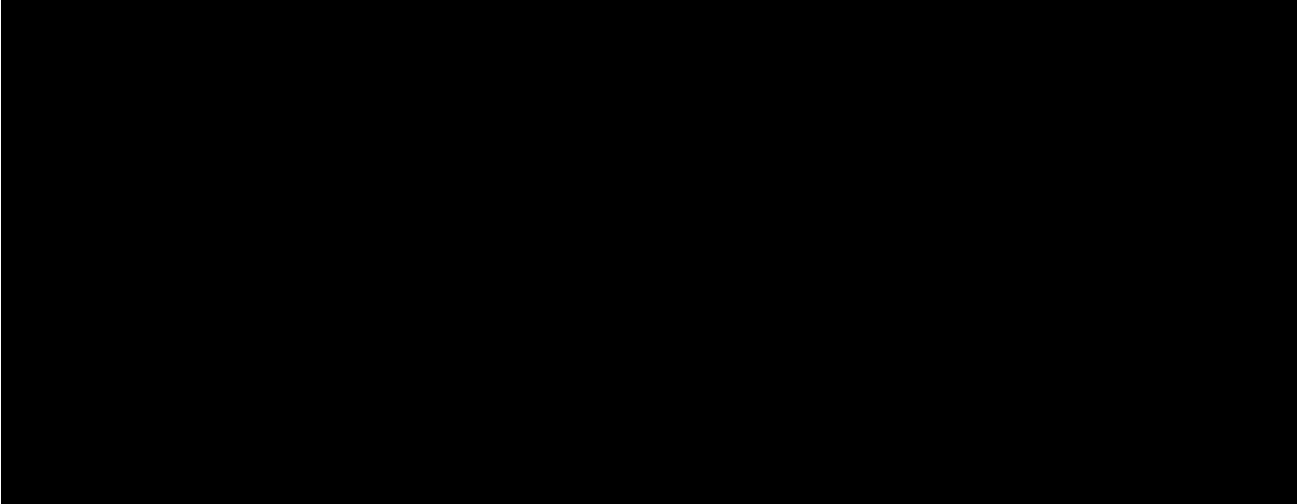
## 26. Execution

26.1 This Agreement itself shall be signed by the authorized signatory of the Licensor and the Licensee.

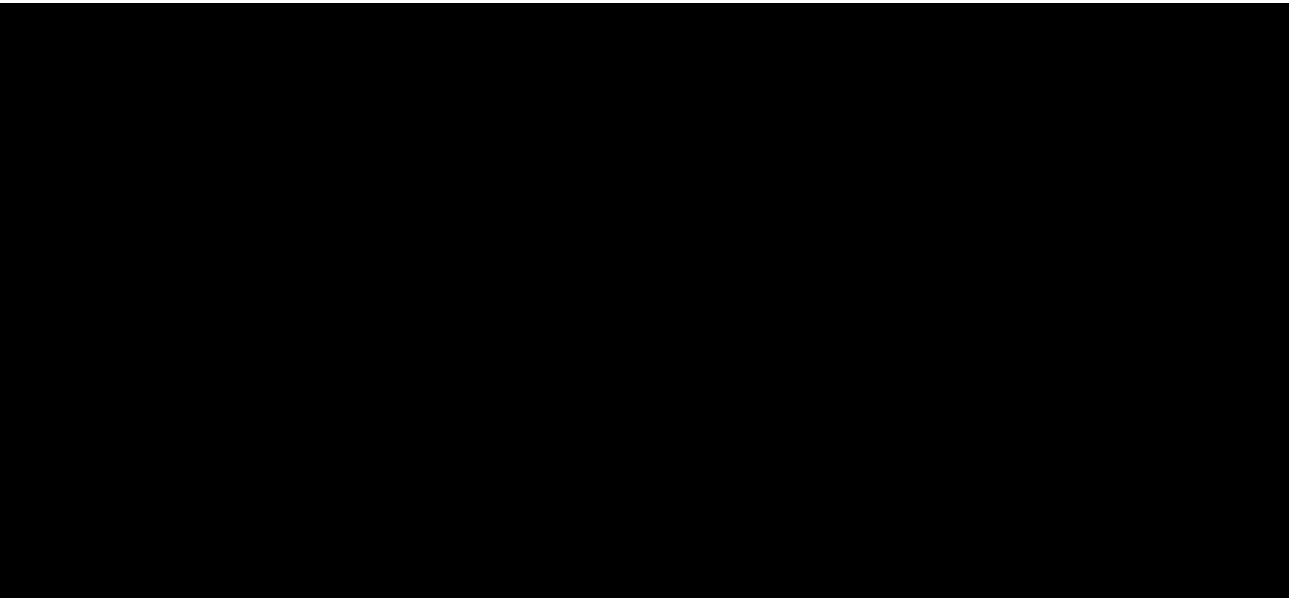
26.2 This Agreement is executed in electronically version and each Party receives one electronic counterpart.

26.3 The Parties agree that electronically signed versions of this originally executed Agreement are acceptable in lieu of printed signed copies and are to be given full force and effect under the law and each Party declares that the electronic execution is valid and effective in the jurisdiction the Party executes this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their respective, duly authorized representatives.



Member of the Board of Directors  
Dun & Bradstreet Czech Republic, a.s  
Siemensova 2717/4  
Praha 5  
Czech Republic



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

## Appendix A: Business Terms

### 1. Licensed Materials:

- Name : D&B Hoovers
- Number of licenses: *Limits set according to the ordered data package / see table with consortium members / pricing / Appendix B: Participating Institutions*
- Data Access : FOCUS
- Login page: <https://sso.dnb.com/>
- Learning-center <https://learning.dnb.com/pages/db-hoovers-learning-center>
- Description <https://app.dnbhoovers.com/product/>

D&B Hoovers combines more than 150 million business records from 30,000 sources in 190 countries, updated 5 million times a day with an intuitive, dynamic user interface in order to help customers put the best data in the hands of sellers at the point of interaction. This unique combination of data, analytics, and technology, increases sales productivity by enabling more strategic targeting and the ability to have more informed conversations, so organizations can accelerate sales and drive global business growth.



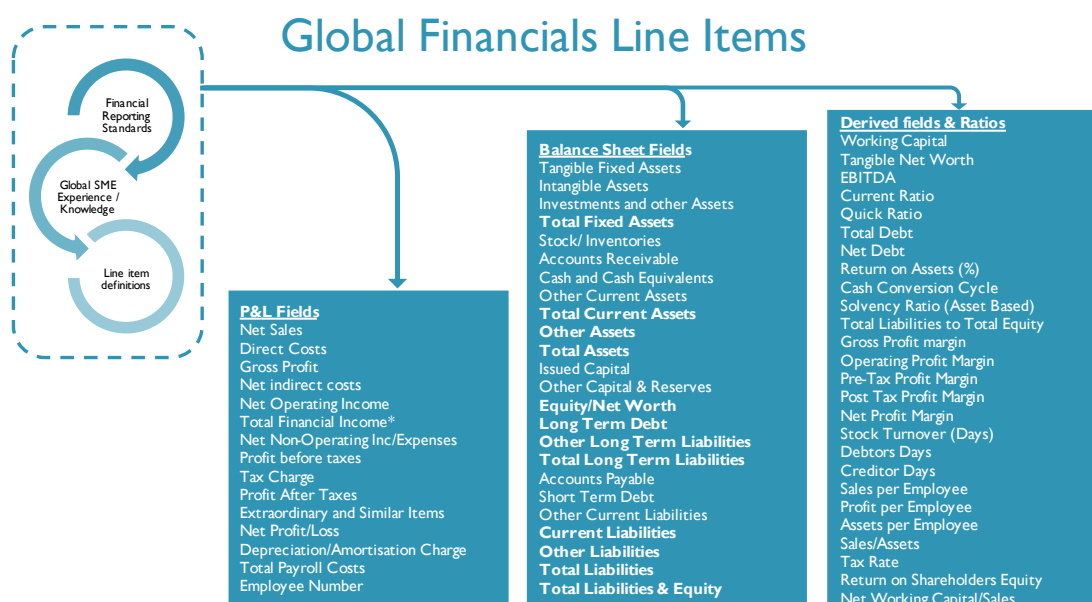
**D&B Hoovers Add Ons**

		D&B Hoovers Add Ons		
		D&B Hoovers Explore	D&B Hoovers Focus	D&B Hoovers Predict
Core Content	Company Summary	X	X	X
	Company Description	X	X	X
	Company History	X	X	X
	Products & Operations	X	X	X
	Contacts	X	X	X
	Contact Decision Matrix	X	X	X
	Corporate Overview	X	X	X
	Corporate Family		X	X
	SWOT		X	X
	News	X	X	X
	Triggers	X	X	X
	Competitors	X	X	X
	Closest Industry Peers	X	X	X
	Closest Companies	X	X	X
	Annual Reports		X	X
	SEC Filings		X	X
	UK Companies House		X (ex N. America)	X (ex N. America)
	Industry Snapshot		X	X
Industry Snapshot PDF		X	X	
Stock Report		X	X	
3 Most Recent Years of Standardized Income Statement		X	X	
3 Most Recent Years of Standardized of Balance Sheet		X	X	
3 Most Recent Years of Standardized Cash Flows		X	X	
Analytics	Conceptual Search	X	X	X
	Usage Dashboards		X	X
	Ideal Profile Scoring		X	X
	Business Signals		X	X
	Growth Trajectory			X
	Decision HQ			X
	Spend Capacity			X
	FSPS		X	
First Research	First Research Industry Profiles			X
Downloads	Company Downloads / units	Company downloads per seat		
		<i>limits set according to the ordered data package / see table with consortium members / pricing</i> <i>Appendix B: Participating Institutions</i>		
Business Contacts	Business Contacts / units (to export emails + direct dials)	Business Contacts per seat		
		<i>limits set according to the ordered data package / see table with consortium members / pricing</i> <i>Appendix B: Participating Institutions</i>		

## 2. Licensed Materials:

- **Name** D&B Global Financials.
- **Number of licenses:** *Limits set according to the ordered data package / see table with consortium members / pricing.: Appendix B: Participating Institutions*
- **Data Access :** Domestic / Czech Republic
- **Login page :** <https://sso.dnb.com/>
- **Learning-center:** <https://learning.dnb.com/>
- **Description :** <https://apidoc.globalfinancials.com/>

The D&B global finance license contains financial statements of companies from the Czech Republic as well as abroad, including details from profit and loss statements and balance sheets in a uniform worldwide format.



## Global Financials– What is it

<b>Capability Summary</b>	New data source presenting financial data in a standardised, consistent, easily consumable form. This enables; analytics, comparisons and benchmarking across different territories.
<b>What is it</b>	Fundamentally a <u>capability</u> . Common set of financial statement line items (65) covering Balance Sheet, Profit & Loss and Derivations/Ratio's Across 53 markets (for private companies) and ~120 markets (public listings). Local market financials are 'mapped' to the Global Template and stored in a single place. Data is kept up to date in synchronisation with GSRL7 updates
<b>Why was it created?</b>	Our competitors have been aggregating and presenting financial data in this way some time, claiming that although more detailed, updated and with better global coverage, D&B formats can sometimes be variable and appear in disparate formats. While this is an unfair claim, Crif, TSR, Altares and the D&B WWN team developed, in partnership our response– <b>Global Financials</b> .
<b>Who is the customer for this?</b>	M&A Strategists - Analyse & benchmark multiple prospect acquisitions Business Analysts - Benchmark subsidiaries, competitors etc. Finance Teams - International customer scorecards, internal and external audit Procurement Teams - Supplier evaluation and scorecards Compliance Teams - KYC, regulatory and compliance monitoring



- **Total fee 2023-2025: 1,040,106.30 CZK**
- **License Fee / year:** [REDACTED]

**Prices Fee do not include VAT**

Another business terms

- The products allows Authorized Users to access the Licensor's database as a thick client. A user software is installed on the Participating Institution's computer, which sends queries to the operator's server from where the Authorized User can view information about individual companies or their groups via this software, or export them locally in the required format. This software is bound to a particular username and password.
- The amount of data that can be exported (locally stored in the .xlsx, .mdb, .dbf, .txt, .mdb, .dbf, .txt, etc.) is limited to the number of Exports defined in the table above in this appendix for each Participating Institution. Additional Export limits could be individually agreed between the Participating Institution and the Licensor.
- The database on the Licensor server is updated on a monthly basis. Access to database (Licensed Materials) is continuous (24/7), with the exceptions of maintenance, repair or power cut. The Licensor makes maximum effort to provide undisturbed access to the data, provides server access to the information database especially on workdays from 7:00 am to 8:00 pm, allowing it to restrict functionality or completely shut down the server for repair if it is needed immediately. However, for a maximum of 5 hours, continuously and subsequently as a result of force majeure within the meaning of the relevant legislation. The Licensor is not responsible for such restrictions or interruption of the server operation.
- The product is provided during the duration of the license with customer service support from 09:00 to 16:30 on workdays. Contacts for support:
- [REDACTED], email: [REDACTED]  
If there is a change of a contacts for support, the Licensor is obliged to notice the Licensee and the Participating Institutions of such change. Change is effective by the delivery of the notice to the Licensee and the Participating Institutions.
- The Licensor provides training for the use of the product for an adequate number of Workstations (based on the number of purchased) twice a year .
- User names and passwords to the Application may not be passed on to third parties without the permission of the Licensor.
- Data obtained from the product may not be passed on to third parties without the permission of the Licensor. For publication purposes, the data may be used after the Licensor's consent and subject to source quote, the Licensor may not unreasonably withhold or delay such consent. For those accessing the database, it is the responsibility of the Participating Institution to ensure that there is no serious breach of the license terms, such as data leakage to competing companies etc.

- The Licensor reserves the right to replace the products with similar features. This may be due, for example, to legislative reasons or termination of support for this product. The scope of available data and product functionality may be modified during performance to comply with the legal requirements of Czech and EU legislation.

**Agreement Term:** Effective Date – 31 December 2025

**Access Conditions:** username and password

**Authentication:** according to username and password

In the event that the Licensor will be required to modify the portions of the Licensed Materials to secure compliance of the content and/or functions of the Licensed Materials with applicable legal regulation (esp. GDPR), and this will result in a change in the data content by at least 30%, the Licensor is obliged to reduce the price of the License Fee by 15% and is obliged to inform the Licensee without undue delay in writing.

### **Payment Terms:**

1. The Fee shall be paid to the Licensor'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 Licensor may not charge any additional costs or expenses to the Licensee.

4. The Fee for each commenced calendar year of the duration of this Agreement shall be paid in two (2) partial payments within one invoice issued at the earliest at the beginning of the calendar year to which the fees relate with the following maturity:
  - Max 50% on 15 March of the given year for which the Licensed Materials are paid (maturity of the first partial payment);
  - Max 50% on 15 May of the given year for which the Licensed Materials are paid (maturity of the second partial payment);
  - The above-mentioned maturities are applicable only if the invoice (all the invoices) is delivered to the Licensee no later than fifteen (15) days before the stated maturity of the first partial payment, i.e. by the end of February of the given year;
  - If the invoice is delivered later, at the latest within fifteen (15) days prior to the due date of the second partial payment, i.e. in the term beginning from 1 March to 30 April of the given year, the due date of the first partial payment shall be within fifteen (15) days from the date of the provable invoice delivery. The maturity of the second partial payment remains unaffected;
  - If the invoice is delivered later, the due date of both partial payments shall be within fifteen (15) days of the provable invoice delivery date.
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 Licensor shall issue at least the number of invoices corresponding to the number of currencies.
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 Licensor 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. In the event the invoice is issued by an EU-based Licensor or its EU-based subsidiary, the invoice shall also contain information that the reverse charge rules are maintained and followed. This duty does not apply to the Licensors based outside the EU.
8. 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 Licensor 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 Licensor 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.

9. 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.
  
10. The Licensor is not entitled to require any advance payments under this Agreement.
  
11. Each Party shall bear its own costs in connection with this Agreement. The bank fees for the bank transfer are shared between the Parties.

The provisions of section 12. – 14. Of Payment Terms below apply to Licensor based in the Czech Republic.

12. The Licensor 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 Licensor is an unreliable VAT payer, the Licensor undertakes to notify such fact to the Licensee in writing without undue delay.
  
13. The Licensor 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 Licensor undertakes that if there is a threat or even a breach of any Licensor's obligation that could lead to the liability of the Licensor for an unpaid tax, it shall notify such fact in writing to the Licensee without undue delay.
  
14. Any payments made under this Agreement in favor of the Licensor shall be made to the Licensor's bank account, which is registered with the tax authority within the meaning of the Section 109 of the VAT Act, which the Licensor confirms. In the event that the Licensor becomes an unreliable VAT payer under the preceding paragraphs or there is a threat that the Licensor will become an unreliable VAT payer under the preceding paragraphs, or the Licensor'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 Licensor 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.

The Licensor takes on the risk of a change in circumstances under Section 1765 (1) of Act No. 89/2012 Coll., the Civil Code, as amended.

## Appendix B: Participating Institutions,

### Potential Participating Institutions and Fees

Information concerning the fees of the individual Participating Institutions and Potential Participating Institutions contained in this Appendix B is considered business secret pursuant to the provisions of Section 504 of Act No. 89/2012 Coll., the Civil Code, as amended, and are not to be disclosed in the Register of Contracts in accordance with the provisions of Section 3, Paragraph 1 and Paragraph 2 letter b) of Act No. 340/2015 Coll.

The Parties acknowledge that the Licensee is obliged by law to subsequently disclose in the Register of Contracts the individual agreements on provision of access to the Licensed Materials concluded between the Licensee and each Participating Institution.

#### PARTICIPATING INSTITUTIONS

##### D&B Global Financials

Institution - English name	Application type	Users	Download units / year	Currency	Price 2023	Price 2024	Price 2025
Czech University of Life Sciences Prague	Domestic	5	30 000	CZK			
Masaryk University	Domestic	3	70 000	CZK			
University of Hradec Králové	Domestic	5	30 000	CZK			
<b>Total Prices / annual do not include VAT</b>	<b>Annual invoicing</b>						

##### D&B Hoovers

Institution - English name	Application type	Users	Download units / year	Currency	Price 2023	Price 2024	Price 2025
Czech University of Life Sciences Prague	Focus	2	10 000	CZK			
Technical University of Liberec	Focus	3	70 000	CZK			
University of Hradec Králové	Focus	2	10 000	CZK			
<b>Total Prices/ annual do not include VAT</b>	<b>Annual invoicing</b>						

## POTENTIAL PARTICIPATING INSTITUTIONS

Potential participating (Czech)	Potential participating (English)
Akademie výtvarných umění v Praze	Academy of Fine Arts in Prague
Akademie múzických umění v Praze	Academy of Performing Arts in Prague
Agrotest fyto, s.r.o.	Agrotest Fyto
Astronomický ústav AV ČR, v. v. i.	Astronomical Institute of the CAS
Biologické centrum AV ČR, v. v. i.	Biology Centre of the CAS
Vysoké učení technické v Brně	Brno University of Technology
Fakultní nemocnice Bulovka	Bulovka University Hospital
Středočeská vědecká knihovna v Kladně, příspěvková organizace	Central Bohemian Research Library in Kladno
Centrum pro studium vysokého školství, v. v. i.	Centre for Higher Education Studies
Centrum kardiovaskulární a transplantační chirurgie Brno	Centre of Cardiovascular and Transplantation Surgery
CESNET, z.s.p.o.	CESNET
Univerzita Karlova	Charles University
AMBIS vysoká škola, a.s.	College of Regional Development and Banking Institute - AMBIS
Národní pedagogické muzeum a knihovna J. A. Komenského	Comenius National Pedagogical Museum and Library
Výzkumný ústav rostlinné výroby, v. v. i.	Crop Research Institute
Česká geologická služba	Czech Geological Survey
Český hydrometeorologický ústav	Czech Hydrometeorological Institute
Grantová agentura České republiky	Czech Science Foundation
České vysoké učení technické v Praze	Czech Technical University in Prague
Studijní a vědecká knihovna Plzeňského kraje, příspěvková organizace	Education and Research Library of Pilsener Region
Výzkumný ústav lesního hospodářství a myslivosti, v. v. i.	Forestry and Game Management Research Institute
Krajská knihovna Františka Bartoše ve Zlíně	František Bartoš Regional Library in Zlín
Všeobecná fakultní nemocnice v Praze	General University Hospital in Prague
Ústav výzkumu globální změny AV ČR, v. v. i.	Global Change Research Centre of the CAS
Knihovna města Hradce Králové	Hradec Králové City Library
Institut klinické a experimentální medicíny	Institute for Clinical and Experimental Medicine
Ústav zemědělské ekonomiky a informací	Institute of Agricultural Economics and Information
Ústav analytické chemie AV ČR, v. v. i.	Institute of Analytical Chemistry of the CAS
Ústav živočišné fyziologie a genetiky AV ČR, v. v. i.	Institute of Animal Physiology and Genetics of the CAS
Výzkumný ústav živočišné výroby, v. v. i.	Institute of Animal Science
Ústav fyziky atmosféry AV ČR, v. v. i.	Institute of Atmospheric Physics of the CAS
Biofyzikální ústav AV ČR, v. v. i.	Institute of Biophysics 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
Ústav chemických procesů AV ČR, v. v. i.	Institute of Chemical Process Fundamentals of the CAS

Ústav informatiky AV ČR, v. v. i.	Institute of Computer Science 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
Geologický ústav AV ČR, v. v. i.	Institute of Geology of the CAS
Ústav geoniky AV ČR, v. v. i.	Institute of Geonics of the CAS
Geofyzikální ústav AV ČR, v. v. i.	Institute of Geophysics of the CAS
Ústav hematologie a krevní transfuze	Institute of Hematology and Blood Transfusion
Ústav pro hydrodynamiku AV ČR, v. v. i.	Institute of Hydrodynamics of the CAS
Ústav teorie informace a automatizace AV ČR, v. v. i.	Institute of Information Theory and Automation of the CAS
Ústav anorganické chemie AV ČR, v. v. i.	Institute of Inorganic Chemistry of the CAS
Ústav mezinárodních vztahů, v. v. i.	Institute of International Relations Prague
Ústav makromolekulární chemie AV ČR, v. v. i.	Institute of Macromolecular Chemistry of the CAS
Matematický ústav AV ČR, v. v. i.	Institute of Mathematics of the CAS
Mikrobiologický ústav AV ČR, v. v. i.	Institute of Microbiology of the CAS, v. v. i.
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 fotoniky a elektroniky AV ČR, v. v. i.	Institute of Photonics and Electronics of the CAS
Ústav fyziky materiálů AV ČR, v. v. i.	Institute of Physics of Materials of the CAS
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
Ústav fyziky plazmatu AV ČR, v. v. i.	Institute of Plasma Physics of the CAS
Psychologický ústav AV ČR, v. v. i.	Institute of Psychology of the CAS
Ústav struktury a mechaniky hornin AV ČR, v. v. i.	Institute of Rock Structure and Mechanics of the CAS
Ústav přístrojové techniky AV ČR, v. v. i.	Institute of Scientific Instruments of the CAS
Sociologický ústav AV ČR, v. v. i.	Institute of Sociology of the CAS
Vysoká škola technická a ekonomická v Českých Budějovicích	Institute of Technology and Business in České Budějovice
Ústav teoretické a aplikované mechaniky AV ČR, v. v. i.	Institute of Theoretical and Applied Mechanics of the CAS
Ústav termomechaniky AV ČR, v. v. i.	Institute of Thermomechanics of the CAS
Ústav biologie obratlovců AV ČR, v. v. i.	Institute of Vertebrate Biology of the CAS
Ústav fyzikální chemie J. Heyrovského AV ČR, v. v. i.	J. Heyrovsky Institute of Physical Chemistry of the CAS
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
Janáčkova akademie múzických umění	Janáček Academy of Music and Performing Arts
Knihovna AV ČR, v. v. i.	Library of the Czech Academy of Sciences
Masarykův onkologický ústav	Masaryk Memorial Cancer Institute
Mendelova univerzita v Brně	Mendel University in Brno
Metropolitní univerzita Praha, o.p.s.	Metropolitan University Prague
Moravská zemská knihovna v Brně	Moravian Library in Brno



Moravskoslezská vědecká knihovna v Ostravě, příspěvková organizace	Moravian-Silesian Research Library in Ostrava
Fakultní nemocnice v Motole	Motol University Hospital
Městská knihovna v Praze	Municipal Library of Prague
Západočeské muzeum v Plzni	Museum of West Bohemia
Nemocnice Na Homolce	Na Homolce Hospital
Národní filmový archiv	National Film Archive
Národní galerie v Praze	National Gallery Prague
Státní zdravotní ústav	National Institute of Public Health
Národní technická knihovna	National Library of Technology
Národní knihovna České republiky, státní příspěvková organizace zřízená Ministerstvem kultury	National Library of the Czech Republic
Národní lékařská knihovna	National Medical Library
Národní muzeum	National Museum
Severočeská vědecká knihovna v Ústí nad Labem	North Bohemian Research Library in Ústí nad Labem
Ústav jaderné fyziky AV ČR, v. v. i.	Nuclear Physics Institute of the CAS
Výzkumný ústav bezpečnosti práce, v. v. i. - NIVOS	Occupational Safety Research Institute – NIVOS
Úřad vlády České republiky	Office of the Government of the Czech Republic
Vědecká knihovna v Olomouci	Olomouc Research Library
Orientální ústav AV ČR, v. v. i.	Oriental Institute of the Czech Academy of Sciences
Univerzita Palackého v Olomouci	Palacky University Olomouc
Krajská knihovna v Pardubicích	Pardubice Regional Library
Policejní akademie České republiky v Praze	Police Academy of the Czech Republic in Prague
Výzkumný ústav bramborářský Havlíčkův Brod, s.r.o.	Potato Research Institute Havlíčkův Brod
Vysoká škola PRIGO, z.ú.	PRIGO University
Krajská vědecká knihovna v Liberci, příspěvková organizace	Regional Research Library in Liberec
Výzkumný a šlechtitelský ústav ovocnářský Holovousy s.r.o.	Research and Breeding Institute of Pomology Holovousy
Centrum výzkumu Řež s.r.o.	Research Centre Řež
Studijní a vědecká knihovna v Hradci Králové	Research Library in Hradec Králové
Jihočeská vědecká knihovna v Českých Budějovicích	Research Library of South Bohemia in České Budějovice
Slezská univerzita v Opavě	Silesian University in Opava
Výzkumný ústav Silva Taroucy pro krajinu a okrasné zahradnictví, v. v. i.	Silva Tarouca Research Institute for Landscape and Ornamental Gardening
ŠKODA AUTO VYSOKÁ ŠKOLA o.p.s.	ŠKODA AUTO University
Fakultní nemocnice u sv. Anny v Brně	St. Anne's University Hospital Brno
Výzkumný ústav vodohospodářský T. G. Masaryka, v. v. i.	T. G. Masaryk Water Research Institute
Vysoká škola báňská - Technická univerzita Ostrava	Technical University of Ostrava
The Extreme Light Infrastructure ERIC (pouze pracoviště Dolní Břežany, ČR)	The Extreme Light Infrastructure ERIC (only facility Dolní Břežany, CZ)
Univerzita Tomáše Bati ve Zlíně	Tomas Bata University in Zlín
Centrum dopravního výzkumu, v. v. i.	Transport Research Centre

Fakultní nemocnice Brno	University Hospital Brno
Fakultní nemocnice Hradec Králové	University Hospital Hradec Králové
Fakultní nemocnice Ostrava	University Hospital in Ostrava
Fakultní nemocnice Plzeň	University Hospital in Pilsen
Fakultní nemocnice Olomouc	University Hospital Olomouc
Vysoká škola chemicko-technologická v Praze	University of Chemistry and Technology, Prague
Univerzita obrany	University of Defence
Vysoká škola ekonomická v Praze	University of Economics, Prague
Vysoká škola finanční a správní, a.s.	University of Finance and Administration
Ostravská univerzita	University of Ostrava
Univerzita Pardubice	University of Pardubice
Jihočeská univerzita v Českých Budějovicích	University of South Bohemia in České Budějovice
Veterinární univerzita Brno	University of Veterinary Sciences Brno
Západočeská univerzita v Plzni	University of West Bohemia
Výzkumný ústav veterinárního lékařství, v. v. i.	Veterinary Research Institute
Krajská knihovna Vysočiny	Vysočina Regional Library