

Subscription Agreement: Products on Egret

This Subscription Agreement (this “**Agreement**”) is entered into by Repertoire International de Litterature Musicale, Inc., a New York corporation (“**RILM**”), and the subscriber identified below (“**Subscriber**”) and is effective upon execution by both parties.

1. Access. In accordance with this Agreement, RILM will provide Subscriber with the right to access and use on the RILM Platform (“Egret”) the subscription products listed in Attachment A hereto (“Products”), which may be amended from time to time.
2. Fees and Payment Terms; Renewal. Fees and payment terms are set forth in the invoice accompanying this Agreement. This Agreement will govern the initial subscription and any renewals of Subscriber’s subscription.
3. License; Authorized Users. Upon payment of the subscription fees, RILM grants Subscriber and Subscriber’s Authorized Users (as defined below) a limited, revocable, nontransferable, nonassignable, nonexclusive license to access, use, and display Products solely for Subscriber’s own noncommercial use. Subscriber’s “**Authorized Users**” are Subscriber’s employees, currently enrolled students, faculty, affiliated and visiting researchers, walk-in patrons, and other persons affiliated with Subscriber and permitted by Subscriber to use Subscriber’s facilities. Subscriber is responsible for Subscriber’s Authorized Users’ access to and use of Products.
4. Use of Products. Subscriber’s access to and use of Products is governed by the Terms of Use posted to Egret. RILM will provide Subscriber with 60 days’ written notice prior to making any material changes to the Terms of Use; if any material changes are not acceptable to Subscriber, Subscriber may terminate this Agreement and RILM will refund to Subscriber any prepaid fees on a pro rata basis.
5. Collected Information. RILM may collect certain information from Subscriber’s Authorized Users as set forth in the Privacy Policy posted to Egret. That Privacy Policy is linked to and from (and is a part of) the Terms of Use and therefore we will provide you with 60 days’ written notice before making any material changes to the Privacy Policy.
6. Transfer of Information to the United States. Subscriber understands that RILM and Egret are located in the United States of America. In order for RILM to provide Egret and the Products, Subscriber must transfer personal data about Subscriber and its Authorized Users to RILM in the United States (if Subscriber and its Authorized Users are located outside of the United States). Subscriber agrees the transfer of data to the United States is necessary for the purposes of performing the contracted-for services and that this Agreement and transfer are in the interests of permitting Subscriber and Subscriber’s Authorized Users to benefit from RILM’s performance of this Agreement.
7. Intellectual Property Rights. Products, including their content, are exclusively the property of RILM and RILM’s suppliers and licensors. Products may contain references to third-party marks and copies of third-party copyrighted materials, which are the property of their respective owners. RILM warrants that it has sufficient rights to permit Subscriber to access and use the Content as set forth in this Agreement. Except as expressly set forth in this Agreement, no licenses or other rights, express or implied, are granted by RILM to Subscriber under any patent, copyright, trademark, trade secret, or other intellectual property right of RILM. Copyright is not claimed by RILM as to any work of the United States government, or to any work that is in the public domain.
8. Fair Use, Educational, and Other Exceptions to Copyright Laws. This Agreement is not intended to limit those uses of content printed or exported from Products that are permitted under the fair use, educational

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9. NO WARRANTY. While RILM uses reasonable efforts to provide continuous availability of Products, subject to periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of content, and downtime related to equipment or services outside the control of RILM, including public or private telecommunications services or internet nodes or facilities, Products are provided "as is," "as available," and without any warranty of any kind. RILM makes commercially reasonable efforts to ensure that all material, information, and data on Products is accurate and reliable, but accuracy is not guaranteed. RILM does not warrant that Products will be uninterrupted or error free, that any defects in Products will be corrected, or that Products or the servers that make Products available are free of viruses or other harmful conditions or components. No advice or information, oral or written, obtained by Subscriber from RILM or in any manner from Products creates any warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RILM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO PRODUCTS, INCLUDING THOSE REGARDING AVAILABILITY, QUALITY, ACCURACY, FITNESS FOR ANY USE OR PURPOSE, COMPATIBILITY WITH ANY STANDARDS OR USER REQUIREMENTS, TITLE, AND NONINFRINGEMENT. SUBSCRIBER, ALONE, IS RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER'S COMPUTER HARDWARE, SOFTWARE, SYSTEMS, AND NETWORKS, ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY INFORMATION FROM PRODUCTS.
10. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, RILM, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, OR LICENSORS (TOGETHER, "RILM PARTIES") WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE, ARISING OUT OF OR IN CONNECTION WITH PRODUCTS OR SUBSCRIBER'S USE OF PRODUCTS (INCLUDING THE INPUT OF PERSONALLY IDENTIFIABLE AND OTHER INFORMATION INTO PRODUCTS), WHETHER THE CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, OR OTHERWISE, AND EVEN IF RILM HAS EXPRESS KNOWLEDGE OF THE POSSIBILITY OF THE LOSS OR DAMAGE. THE RILM PARTIES WILL NOT BE LIABLE FOR ANY DIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH PRODUCTS EXCEEDING THE AMOUNT OF FEES PAID BY SUBSCRIBER TO RILM DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, EVEN IF THIS REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO SUBSCRIBER.
11. Breach of Agreement; Termination. If Subscriber becomes aware of any breach of this Agreement, including unauthorized access or use of Products, Subscriber will take reasonable steps to remedy the unauthorized use and prevent its reoccurrence. Subscriber will notify RILM at subscriptions@rilm.org of the circumstances and steps Subscriber has taken. RILM may terminate Subscriber's access to

Products if Subscriber breaches this Agreement. Upon any termination of Subscriber's subscription, Subscriber will promptly stop accessing and using Products.

12. Force Majeure. RILM will not be liable to Subscriber for any delay or other failure to perform under this Agreement that is due to causes beyond RILM's control, including acts of God, acts of a public enemy, terrorism, civil disorders, acts of the United States of America or any state, territory or political division thereof, fires, floods, earthquakes, blizzards, and other extraordinary elements of nature.
13. Governing Law. This Agreement is governed by the laws of the State of New York, without regards for its conflict of law principles.
14. Assignment. RILM may assign its rights and delegate its duties under this Agreement at any time to any party without notice to Subscriber. Subscriber may not assign this Agreement without RILM's prior written consent.
15. Survival. Any provisions of this Agreement that are intended to survive termination (including any provisions regarding limitation of RILM's liability) will continue in effect beyond any termination of this Agreement or of Subscriber's access to or use of Products.
16. Entire Agreement. This Agreement, including the Terms of Use posted to Egret, is the entire agreement between Subscriber and RILM with respect to Subscriber's use of Products on Egret. This Agreement supersedes the MGG Online Subscription Agreement between Subscriber and RILM executed 21 December 2017, including any amendments and addenda thereto, which is of no further force or effect. This Agreement may only be modified in a writing signed by both parties and will not be modified by any trade usage or course of dealing. If Subscriber submits order forms, purchase orders, or other documents, no preprinted or other terms contained in those documents will amend or supersede any terms of this Agreement, which will control. This Agreement will inure to the benefit of RILM's successors and assigns.
17. Authorization. The individuals signing this Agreement warrant that they are authorized to bind the party on behalf of which they are executing this Agreement.


The parties have executed and delivered this Agreement as of the dates below.

Repertoire International de Litterature Musicale, Inc.

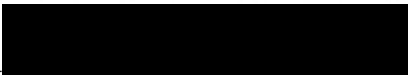
Národní knihovna České republiky/
Subscriber: National Library of the Czech Republic

VAT Registration Number (mandatory for all subscribers outside of the USA): CZ00023221

By:


Name: Tina Frühauf
Title: Executive Director, Repertoire International de Litterature Musicale
Date: 30 November 2023
Address: RILM International Center
365 Fifth Avenue, Suite 3108
New York, New York 10016

By:


Name: Ing. Daniela Blažková
Title: Deputy manager for economy and operation management
Date: 18 December 2023
Address: National Library of the Czech Republic
Klementinum 190
110 00 Prague 1, Czech Republic

NK-8062/OS/2023; S0374/2023

Attachment A
Products

MGG Online



Répertoire International de Littérature Musicale (RILM)
 365 Fifth Avenue
 Suite 3108
 New York NY 10016-4309
 United States

Invoice

#7567

11/20/2023

Bill To

Národní knihovna České republiky
 Klementinum 190
 Prague 1 CZ 110 00
 Czech Republic

TOTAL

\$3,381.00 USD

Due Date: 1/19/2024

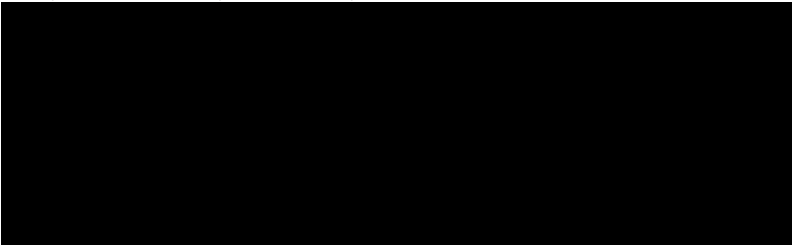
Order Date	Start Date	End Date	Terms	Due Date
11/20/2023	1/1/2024	12/31/2024	Net 60	1/19/2024

Item	Site	FTE	Quantity	Amount
2024 MGG Online Subscription			1	\$3,356.00
International Transaction Fee			1	\$25.00

Subtotal	\$3,381.00 USD
Total	\$3,381.00 USD

This total does not include VAT. You are required to pay any VAT owed on this transaction to the proper tax authorities.

Payment in full may be made by wire or ACH. RILM is not responsible for any banking fees incurred at the time of payment.



Checks and money orders must be drawn on a U.S. bank, in U.S. dollars, and made payable to Répertoire International de Littérature Musicale, Inc.



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