

## PROQUEST LICENSE AGREEMENT

<b>“ProQuest”</b>	<b>“Licensee”</b>
ProQuest LLC	The National Library of Technology, a State Contribution Organization set up by the Ministry of Education, Youth and Sports of the Czech Republic
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Contact: Doug McMillan	Contact: Martin Svoboda, director ██████████, head of acquisition department
Phone: ██████████	Phone: ██████████
Email: ██████████	Email: ██████████

This ProQuest License Agreement (this “Agreement”) is made effective as of the last date written below (“Effective Date”) and is between ProQuest and Licensee, whose respective places of business are listed above.

ProQuest and Licensee agree as follows:

1. ProQuest shall provide Licensee with the “ProQuest Data” as described in Exhibit 1.
2. Term and Termination.
  - 2.1 The Term of this Agreement shall commence on 1<sup>st</sup> February 2024 and shall continue for a one year term until 31<sup>st</sup> January 2025 (“Initial Term”). Thereafter, this Agreement may only be renewed by the written agreement of the parties and Licensee shall provide notice of its intention of whether to renew at least 90 days prior to termination.
  - 2.2 This Agreement may be terminated by either party if any of the following events occurs: (i) by the terminating party if the other party breaches any material term or covenant of this Agreement, and such material breach continues uncured for thirty (30) days after written notice thereof from the non-breaching party detailing such material breach; or (ii) by the terminating party if a petition in bankruptcy is filed either voluntarily or involuntarily in connection with the other party, or if the other party is adjudicated insolvent by any court, or if a trustee or a receiver of a substantial portion of any property of the other party is appointed in any suit or proceeding by or against such party, or if the other party makes an assignment for the benefit of creditors or seeks or obtains the benefit of any bankruptcy or insolvency act.
  - 2.3 In the event that this Agreement is terminated prior to the then-applicable end of term due to acts or omissions by Licensee, ProQuest shall apply an early termination fee.
3. Fees. ProQuest shall invoice Licensee the License Fees specified in Exhibit 2. The License Fees due to ProQuest hereunder are subject to applicable taxes. Any amounts payable by Licensee to ProQuest which are not paid within thirty (30) days following the date they become due and payable shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less, calculated from the applicable due date. The parties agree, that the licensing fees, administrative issues and other minutiae will be processed through ProQuest’s distributor for the Czech Republic – the company Albertina icome Praha s.r.o., with registered seat Štěpánská 16, 110 00 Prague 1, ID Nr.: 49612158 (“Albertina”). The parties furthermore agree that any and all payments as required by this Agreement shall be considered as paid on time, provided it will be paid on time to appropriate account owned by Albertina. If Licensee fails to pay any undisputed invoice on time, ProQuest may, in its sole discretion, and without prejudice to its other rights under this Agreement, cease or suspend Licensee’s license.

4. ProQuest hereby grants to Licensee a worldwide non-exclusive, non-transferable license to:
  - 4.1 if delivery is by direct data delivery, load and store the ProQuest Data on computer systems owned or controlled by Licensee; (or if delivery is via API or web services, link to the ProQuest Data via ProQuest's authorization mechanism and temporarily cache the ProQuest Data); and
  - 4.2 permit Licensee's employees and other users authorized by Licensee to access, search, use, print and download the ProQuest Data in support of Licensee's internal information, management, planning, reference and business purposes; and
  - 4.3 use, publish and display the ProQuest Data as part of the Online Service and provide access to the ProQuest Data to users of the Online Service for informational purposes and to order goods and services. For purposes of this Agreement "Online Service" means Licensee's website located at [www.techlib.cz](http://www.techlib.cz).
5. Except as expressly provided in this Agreement, Licensee shall not, nor shall it permit its employees, agents, or any other third party to: (a) sell, license, sublicense, or otherwise distribute or make the ProQuest Data or any part or parts thereof, accessible in any way whatsoever to any third parties except as part of the Online Service; (b) place the ProQuest Data in any data retrieval system outside Licensee's control; (c) use the ProQuest Data to create derivative or competitive works; (d) directly or indirectly export the ProQuest Data to any store, website, service or entity from which goods or services are sold or traded other than Licensee and the Online Service; or (e) allow users of the Online Service to download all or parts of the ProQuest Data in a systematic or regular manner or so as to create a collection of materials comprising all or a material subset of the ProQuest Data.
6. Licensee, at its own expense, will provide any and all equipment and services including, without limitation, any hardware, software, and technical support necessary to load and maintain the ProQuest Data. Licensee shall expressly state on the Online Service that any content on the Online Service does not conform to any express or implied warranties of merchantability and fitness for a particular purpose, or to any warranties of accuracy, adequacy or completeness.
7. Licensee shall ensure that the following copyright statement is included on the Online Service and brought to the attention of Customers:

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10. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized use of the ProQuest Data and that ProQuest shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
11. Post Termination. Except as otherwise provided herein, as soon as practicable after termination of this Agreement for any reason whatsoever, without regard to fault, but no later than ten (10) days after such termination, Licensee shall:
  - a. cease to use the ProQuest Data internally and cease to use, publish and display the ProQuest Data as part of the Online Service; and
  - b. expunge any data contained in or extracted from the ProQuest Data from any data storage facility owned by or under the control of Licensee; and
  - c. destroy any and all copies of the ProQuest Data or other machine-readable or human-readable material delivered to Licensee pursuant to this Agreement and then in Licensee's possession or under Licensee's control, containing all or any part of the ProQuest Data provided to Licensee pursuant to this Agreement; and
  - d. certify to ProQuest in writing that Licensee has complied with the requirements of this Section.
12. Notices. All notices and other communications under this Agreement, including without limitation any amendments, shall be in writing and shall be addressed to such party to the contact person and at the address appearing in this Agreement, unless changed from time to time, in which event each party shall promptly notify the other in writing of the new contact information, and shall be deemed sufficient if sent by United States Registered Mail, postage prepaid, return receipt requested or by generally recognized overnight courier service. Notices to ProQuest shall be addressed to the attention of Legal Department at ProQuest's postal address specified herein with a copy to ProQuest Legal Department at the address above.
13. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan without reference to the principles of choice of laws thereof.
14. Neither ProQuest nor Licensee shall be considered in default or liable under this agreement in cases of delays due to wars, civil riots, epidemics, acts of God, fires, strikes, government restriction or other circumstances beyond its control.
15. This Agreement, including any Exhibits attached hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, proposals and understandings, oral or written. Only an instrument in writing duly executed by both parties may modify this Agreement. The terms of Licensee's purchase orders, if any, are for Licensee's convenience and do not supersede any term or condition of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the last date written below.

ProQuest LLC

The National Library of Technology

\_\_\_\_\_  
By: Doug McMillan  
Title: Director Channels and Alliances

\_\_\_\_\_  
By: Martin Svoboda  
Title: Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Exhibit 1**  
**ProQuest Data**

<b>ProQuest Data</b>	<b>Format</b>	<b>Delivery Medium</b>	<b>Update Frequency</b>
Books in Print	XML (API)	WEB Service	Real Time
<b>BIP</b> Not all records will have information in every field. Not all records will have associated Cover Images. Web Services customers may be denied access to cover images with licensing restrictions.			

**Exhibit 2  
Fees**

<b>Initial Term</b>	<b>Product Code</b>	<b>License Fees*</b>
1 year	BIPData	<b>USD 7500</b>

**\*All License Fees are subject to applicable taxes. Invoices are payable within thirty (30) days of the date of ProQuest's invoice.**