gravyty

EXTENSION AND ADDITIONAL FEATURES TO GRAVYTY SERVICE AGREEMENT FOR Czech University of Life Sciences Prague ("Extension and Additional Features Agreement")

DATE: February 5, 2024

Client:	Czech University of Life Sciences Prague		
	VAT Number/DIC: CZ60460709		
	Represented by: Zastoupena: Ing. Jakub Kleindienst,		
Client's address:	Kamýcká 129, 165 00 Praha – Suchdol, The Czech Republic		
	Kleindienst@rektorat.czu.cz, the Bursar		
Gravyty (previously known as Graduway):	Headhunter Systems Limited (t/a Graduway) a company incorporated in England and Wales with company no. 07059614		
Gravyty's address:	1 The Green, London E4 7ES, United Kingdom info@graduway.com		
Original Agreement:	Service Agreement signed between the Parties, dated March 18, 2021 and the Additional Features Agreement dated November 9, 2021.		
Additional Features:	■ 2 Surveys - Admins and program owners can create custom surveys and send them out from the platform to easily receive feedback and collect data from platform users. This can be done for the general platform users and also within mentoring programs. [EUR 1,000 per year - reduced to complimentary]		
Additional Features Start Date:	March 1st, 2024		
Additional Features Term:	5 years and 1.5 months		
Extension Term Start Date:	April 15, 2024		
Extension Term:	5 years		
Additional Features and Extension Term End Date:	April 14, 2029		
Charges:	EUR 15,500 per year*		
	*To be invoiced as follows:		
	*To be invoiced as follows:		
	Apr 15, 2024-Apr 14, 2025 - EUR 15,500.00		
	Apr 15, 2024-Apr 14, 2025 - EUR 15,500.00 Apr 15, 2025-Apr 14, 2026 - EUR 15,965.00 (including the 3% annual indexed increase)		
	Apr 15, 2024-Apr 14, 2025 - EUR 15,500.00 Apr 15, 2025-Apr 14, 2026 - EUR 15,965.00 (including the 3% annual indexed increase) Apr 15, 2026-Apr 14, 2027 - EUR 16,444.00 (including the 3% annual indexed increase)		
	Apr 15, 2024-Apr 14, 2025 - EUR 15,500.00 Apr 15, 2025-Apr 14, 2026 - EUR 15,965.00 (including the 3% annual indexed increase)		
	Apr 15, 2024-Apr 14, 2025 - EUR 15,500.00 Apr 15, 2025-Apr 14, 2026 - EUR 15,965.00 (including the 3% annual indexed increase) Apr 15, 2026-Apr 14, 2027 - EUR 16,444.00 (including the 3% annual indexed increase) Apr 15, 2027-Apr 14, 2028 - EUR 16,937.00 (including the 3% annual indexed increase)		

* Pricing contingent upon this Extension and Additional Features Agreement being signed by February 15, 2024.

Commencing from the Additional Features Start Date as stated above, Gravyty shall provide the Additional Features, in consideration for the Charges for Additional Features. Client and Gravyty hereby also agree to extend the Initial Term of the Original Agreement or any renewal thereof by the Extension Term. This Extension and Additional Features Agreement is a supplement to the Original Agreement and forms an integral part thereto. All terms of the Original Agreement, including for the avoidance of doubt all terms applicable to the Charges, shall be applicable to this Extension and Additional Features Agreement. The Additional Features shall be governed by the license terms under the Original Agreement and the Extension Term shall hereby be deemed a 'Contract Period' under the Original Agreement.

This Extension and Additional Features Agreement is to be read in conjunction with the Original Agreement. Unless specifically amended by this Extension and Additional Features Agreement, all terms of the Original Agreement shall remain unchanged and of full force and effect. If there is any conflict or ambiguity between the terms this Extension and Additional Features Agreement and the Original Agreement, then the terms contained in this Extension and Additional Features Agreement shall have priority over the Original Agreement. This Extension and Additional Features Agreement has been entered into force on the date of the last party to sign this Extension and Additional Features Agreement.

On 18 March 2021, the Parties entered into the GRADUWAY SERVICE AGREEMENT no. PO 260/2021 (hereinafter also referred to as the "Agreement").

Pursuant to this Extension and Additional Features Agreement, the Parties have agreed to supplement the services and extend the term of the Agreement as set forth in this Extension and Additional Features Agreement.

The Headhunter Systems Limited acknowledges that the Czech University of Life Sciences Prague is obliged to provide information at the request of a third party in accordance with Act No. 106/1999 Coll., on Free Access to Information, as amended (Czech law), and agrees, so that all the information contained in this Extension and Additional Features Agreement has been provided to third parties upon their request in accordance with the cited law.

The Headhunter Systems Limited acknowledges that the Czech University of Life Sciences Prague is an entity obliged to publish contracts in the register of contracts in accordance with Act No. 340/2015 Coll., On special conditions of effectiveness of certain contracts, publication of these contracts and on the register of contracts (Act on the Register of Contracts), as amended (Czech law) and if this Extension and Additional Features Agreement meets the conditions for its mandatory publication, the CLIENT will publish it in the register of contracts in accordance with the cited law.

This Extension and Additional Features Agreement shall enter into force upon its signature by both Parties and become effective on the date of its publication in the register of contracts by the Czech University of Life Sciences Prague in accordance with the above cited law. The Parties have agreed that the Services provided between the Parties within the scope of this Extension and Additional Features Agreement prior to the effective date of this Extension and Additional Features Agreement will be counted from the effective date as the performance under this Extension and Additional Features Agreement.

SIGNED for and on behalf of by				
HEADHUNTER SYSTEMS LIMITED				

Signature

Print Name

Position

Date

SIGNED for and on behalf of by Czech University of Life Sciences Prague

 Signature	
 Print Name	
 Position	
 Date	