

Software Maintenance and Support Agreement

This Software Maintenance and Support Agreement (the "Agreement") is entered into as of 1st January, 2024 (the "**Effective Date**") by and between Ex Libris (Deutschland) GmbH, seated at c/o REGUS Business Centre, Ottenser Hauptstrasse 2-6, 22765 Hamburg Germany, company ID HRB 63644 ("Ex Libris"), and National Library of Technology a Czech institution with offices at Technická 6, 160 80 Praha 6 – Dejvice, Czech Republic ID: 61387142, EU VAT ID: CZ61387142 ("User").

WHEREAS, User has purchased a license to use the Ex Libris Programs specified in Exhibit A attached hereto in accordance with a Software license, services and support agreement by and between the User and Ex Libris dated 13 December 2001 (as amended to date, the "License Agreement");

WHEREAS, this Agreement shall supersede and replace the License Agreement with respect to the software support, maintenance and update services for the Programs and shall govern the use of the Programs;

WHEREAS, User wishes to receive from Ex Libris ongoing software support, maintenance and update services for the Programs, as more fully set forth in this Agreement; and

WHEREAS, Ex Libris wishes to provide said services in accordance with the terms and conditions hereinafter set forth.

WHEREAS, User has the right to enter into this Agreement on behalf of all institutions listed in Exhibit A.

WHEREAS, User wishes to acquire certain rights to use the Programs to serve the institutions Listed in Exhibit A.

NOW THEREFORE, the parties hereto agree as follows:

1. INTERPRETATION AND DEFINITIONS

Where used in this agreement, unless the context requires otherwise, the following alphabetically listed words and phrases have the respective meanings defined below:

- 1.1. "Approved Technical Environment" shall mean the computer hardware and operating software meeting the requirements published by Ex Libris from time to time.
- 1.2. "Current Release" means the most recent version of the Programs generally released by Ex Libris for use by licensees.
- 1.3. "Error" shall mean a failure of the Program, reproducible in Ex Libris' test environment, to materially conform to the specifications set forth in the Program documentation published by Ex Libris for use by licensees of the Program.
- 1.4. "Maintenance Fee" means the annual fee to be paid by User to Ex Libris for the Maintenance Services. The Maintenance Fee for the first year of this Agreement is set forth in Exhibit A attached hereto and made a part hereof.
- 1.5. "New Release" shall mean new versions of the Programs or modules thereof, licensed to User which may be developed by Ex Libris and which are provided upon their official release to Ex Libris' licensees of the Programs who order and pay for maintenance services.
- 1.6. "Supported Releases" shall mean the Current Release and the immediately preceding version of the Program.
- 1.7. "Update" shall mean revisions and error corrections to the Program which may be introduced by Ex Libris and which are provided upon their official release to Ex Libris' licensees of the Program who order and pay for maintenance services.
- 1.8. "Location" shall mean that address set forth on Exhibit A where the Programs are installed on the Approved Technical Environment.

2. SOFTWARE MAINTENANCE AND SUPPORT SERVICES

In consideration of the prompt and uninterrupted payment of the Maintenance Fees and the performance of other undertakings of User hereunder, Ex Libris agrees to provide User in a timely manner with on-going maintenance and technical support services relating to the Supported Releases, which shall comprise:

- 2.1 Reasonable commercial efforts, during Ex Libris' normal business hours, to resolve Errors reported by User to Ex Libris, subject to User granting Ex Libris appropriate and timely remote access to User's equipment via TCP/IP, including Telnet and FTP;
- 2.2 Provision of New Releases and Updates as and when officially released by Ex Libris; and
- 2.3 Supply of updates of operating instructions as may be required in connection with New Releases and Updates.

For the sake of clarity, the above maintenance and support services do not include on site services, or installation of, or training for, New Releases or Updates. If User requests such services, Ex Libris shall provide a quotation therefor and, if accepted, shall provide such services, subject to availability of Ex Libris personnel or agents, according to Ex Libris' then applicable daily rates (plus reasonable travel, lodging, subsistence and related out-of-pocket expenses).

3. UNDERTAKINGS OF USER

- 3.1. User shall ensure that the Program is operated by qualified, properly trained and experienced staff, in keeping with the provided instructions of Ex Libris.
- 3.2. User shall ensure that prescribed back-up, restart, data security and other procedures required for the proper use of the Program are available and properly implemented at the Location(s).
- 3.3. User shall notify Ex Libris' support center (at the location indicated by Ex Libris) by electronic mail or, preferably, by means of Ex Libris' password-protected reporting system, of any alleged Errors and shall provide Ex Libris with all particulars requested in order to reproduce the Error on Ex Libris' own installation.
- 3.4. User shall install or cause to be installed New Releases and Updates of the Current Release in accordance with instructions of Ex Libris.
- 3.5. Unless otherwise agreed by the parties on a case-to-case basis, User shall install Updates within 3 months of, and New Releases within 12 months of, Ex Libris' announcement of the release and general availability of such Updates and New Releases. The installation of such Updates and New Releases is a mandatory condition of the continued support by Ex Libris.

4. USE OF THE SYSTEM

- 4.1 User agrees to use the Programs in accordance with the terms of the License Agreement only and solely in the Approved Technical Environment and in accordance with Ex Libris' then applicable operating instructions.
- 4.2 User may not change or alter the Program nor merge it with other computer programs without the prior written consent of Ex Libris.
- 4.3 User agrees to install updates of the Approved Technical Environment operating the program or other software utilities, to the extent required, and in accordance with Ex Libris instructions, prior to the installation of New Releases.
- 4.4 Should Ex Libris' support personnel need to deal with a problem originating from changes made to the Program, the Approved Technical Environment or third party software without Ex Libris' prior written authorization or with problems originating from other software not supported under this Agreement or User's hardware or on account of User failing to comply with its obligations under Sections 3 and 4 or as a result of failures due to any negligence, abuse or misuse by User, then Ex Libris shall not be liable to provide the services set out in Section 2 above with respect to such problems and shall be entitled to charge User a Service Fee for any service provided by

Ex Libris in such a case according to Ex Libris' then applicable daily rates (plus reasonable travel, lodging, subsistence and related out-of-pocket expenses).

5. MAINTENANCE FEES

User shall pay Ex Libris the annual Maintenance Fee within 30 days from the Effective Date of this Agreement and within 30 days from each anniversary thereof during the term of this Agreement in accordance with the terms set forth in Exhibit A. Following the initial 4-year term of this Agreement as set forth in section 7.1, Ex Libris shall be entitled to increase the Maintenance Fee or other fees from time to time by giving User written notice, but not more than [REDACTED] per year.

6. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

- 6.1 EX LIBRIS MAKES NO WARRANTIES IN CONNECTION WITH ITS SERVICES PROVIDED UNDER THIS AGREEMENT, AND USER HEREBY WAIVES ALL EXPRESS AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EX LIBRIS DOES NOT WARRANT THAT THE PROGRAM WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR BE FIT FOR USER'S PARTICULAR PURPOSES, EVEN IF NOTIFIED THEREOF. EX LIBRIS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR LOST PROFITS, DATA, CONVENIENCE, REVENUE OR BUSINESS.
- 6.2 Ex Libris' liability under this Maintenance Agreement shall in no event exceed the amounts received by Ex Libris from User under this Maintenance Agreement during the twelve months prior to bringing a claim.

7. TERM OF THE AGREEMENT

- 7.1 This Agreement shall commence on the Effective Date and shall continue in force and effect for 4 years. Thereafter, this Agreement shall renew automatically for successive one-year terms, unless terminated by either party upon written notice given not later than forty-five (45) days prior to any renewal date.
- 7.2 Ex Libris may terminate this Agreement or, at Ex Libris' option, temporarily suspend its performances hereunder, if User is in material breach of this Agreement, including but not limited to User's failure to pay when due any amounts owing under this Agreement, and has failed to remedy such breach within thirty (30) days of Ex Libris' written notification thereof to User. User may terminate this Agreement if Ex Libris is in material breach of this Agreement and has failed to remedy such breach within thirty (30) days of User's written notification thereof to Ex Libris.
- 7.3 Ex Libris may terminate this agreement effective immediately if User is in material breach of the License Agreement.
- 7.4 The terms of Sections 6, 7.4 and 8 and the obligation to pay any amounts accrued through the date of termination shall survive any termination of this Agreement.

8. MISCELLANEOUS

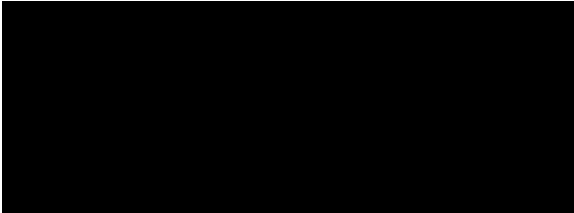
- 8.1 Entire Agreement; Severability; Waiver. This Agreement contains the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter. In the event any provision of this Agreement is held by a proper authority to be prohibited by law or unenforceable, such provision will be amended and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining

provisions will continue in full force and effect. No waiver or modification of this Agreement will be valid unless in writing signed by authorized representatives of each party.

- 8.2 **Independent Contractors.** The relationship of the parties created by this Agreement is that of independent contractors and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Neither party has any right to bind the other party by contract or otherwise.
- 8.3 **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the United Kingdom, except its conflict of laws rules. The competent courts in the city of London will have jurisdiction and venue over all controversies in connection with this Agreement and the parties consent to such jurisdiction.
- 8.4 **Force Majeure.** Neither party will be liable to the other for any delay in performing or inability to perform its obligations under this agreement caused by acts of God such as fire, storm, flood, or earthquake, government acts, labor strikes, interruption or failure of the Internet or telecommunication, terrorism, civil strife, riots and misconduct outside of the either party's control, provided the affected party notifies the other party of such delay as soon as commercially practicable and uses commercially reasonable efforts to minimize potential damages.
- 8.5 **Assignment.** User will not assign this Agreement without the prior written consent of Ex Libris. Any assignment in violation of this provision will be null and void. Subject to the foregoing, the parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors, heirs, and permitted assigns. For the sake of clarity, Ex Libris may utilize its affiliates in the performance of its obligations under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

National Library of Technology



Ex Libris (Deutschland) GmbH

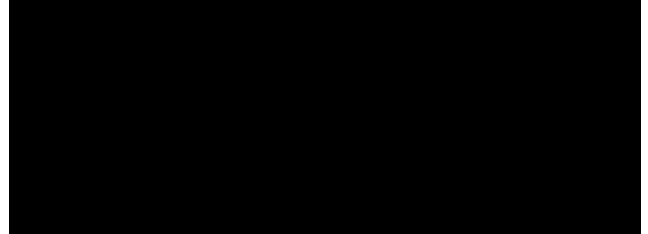


Exhibit A
Quotation and Payment Terms

Programs:

SFX

Location(s) (address(es) of Approved Technical Environment)/SFX Enterprise participants:

National Library of Technology Národní technická knihovna Technická 6 160 80 Praha 6 – Dejvice Czech Republic
University of Chemistry and Technology, Prague Vysoká škola chemicko-technologická v Praze Technická 1905/5 166 28 Praha 6 Czech Republic
Institute of Organic Chemistry and Biochemistry of the CAS Ústav organické chemie a biochemie AV ČR, v. v. i. Flemingovo nám. 2 166 10 Praha Czech Republic

Initial Annual Maintenance Fees without VAT:

Product Name	Member status	Instance (our ref.)	Instance (your ref.)	Document	Current Fee 2023	Contract Length in years, starting from 01/01/2024	Fee 2024	Fee 2025	Fee 2026	Fee 2027
SFX maintenance + KB	renewal	NTK	USER	license 13 Dec 2001		4+				
SFX maintenance + KB	renewal	VŠCHT	ICT	amendment 1		4+				
SFX maintenance + KB	renewal	UOCHB	UOCHB	amendment 2 (signed in 2014)		4+				
SFX subscription	renewal	NTK/erms	erms	amendment 3 (signed in 2021)		4+				
					\$ 27,584.04		\$ 28,411.56	\$ 29,263.91	\$ 30,141.83	\$ 31,046.08

Payment Terms:

All Ex Libris invoices are payable within thirty (30) days of the date of invoice. Payment of the fees specified in the Quotation does not include VAT which shall be paid by the User according to the applicable law. Late payments shall bear interest at the rate of 1.5% per month or the highest lawful rate, whichever is lower.