

Amendment No. 1 to the Standard License Agreement

(hereinafter referred to as the “**Amendment**”)

Name: **National Library of Technology**, a State Contribution Organization set up by the Ministry of Education, Youth and Sports
Seat: Technická 2710/6, 160 80 Praha 6 - Dejvice
Identification number: 61387142
Represented by: Ing. Martin Svoboda, Director

(hereinafter referred to as the “**Licensee**”)

and

Name: **Suweco CZ, s.r.o. Republic**
Seat: **Sestupná 153/11, 162 00 Praha 6**
Identification number: 25094769
Other details: Registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 49215
Represented by: Nina Suskevícova, Director

(hereinafter referred to as the “**Distributor**”)

(the Licensee and Distributor hereinafter also jointly the “**Contracting Parties**” and each separately also the “**Contracting Party**”)

1. INTRODUCTORY PROVISIONS

- 1.1. On 6 March 2023 the Contracting Parties entered into the Standard License Agreement (hereinafter referred to as the “**Agreement**”).
- 1.2. The Agreement defines conditions of cooperation and rights and duties of the Contracting Parties while providing defined Licensed Materials that are set forth in Appendix A (Business Terms) of the Agreement to the Licensee and Participating Institutions listed in Appendix B (Participating Institutions, Potential Participating Institutions and & Fees) to the Agreement and in Appendix C (IP Addresses of Participating Institutions) and Appendix E: OA Workflows and Services for Read & Publish customers to the Agreement.
- 1.3. The Agreement was published in the Register of Contracts on 6 March 2023 with the ID of contract 22049141.
- 1.4. **Vysoká škola báňská – Technická univerzita Ostrava**, with its seat at 17. listopadu 2172/15, 708 00 Ostrava - Poruba, Czech Republic is one of the Potential Participating institutions of the Agreement.
- 1.5. **Vysoká škola báňská – Technická univerzita Ostrava** wishes to subscribe to ACS American Chemical Society Journal Package (Read & Publish) from 1 January 2025 to 31 December 2025.
- 1.6. For all the reasons stated above, the Contracting Parties execute this Amendment.

2. SUBJECT-MATTER OF THE AMENDMENT

2.1. The Contracting Parties have agreed that Appendix A to the Agreement, section Fees and Negotiated Discounts, shall be modified and replaced as follows (the altered part is highlighted):

Fees and Negotiated Discounts:

- Total Fee 2023-2025: **2,871,138.00 USD**, (exclusive of VAT)
- Total Fee 2026-2027: 2,234,915.00 USD (exclusive of VAT)
- License Fee / year:

2023	
2024	
2025	
2026	
2027	

Price Caps: Different for every Participant Institution

2.2. The Contracting Parties have agreed that Appendix B to the Agreement, the section Participating Institutions shall be modified (the altered part is highlighted) as follows:

INSTITUTION - ENGLISH NAME	CUR.	FEE 2023	FEE 2024	FEE 2025	FEE 2026 (optional)	FEE 2027 (optional)
INST PHYSICS CZECH ACADEMY SCIENCES	USD					
UNIV CHEMISTRY & TECHNOLOGY PRAGUE	USD					
ACADEMY OF SCIENCES CZECH REPUBLIC	USD					
CHARLES UNIV IN PRAGUE	USD					
TOMAS BATA UNIV IN ZLIN	USD					
BRNO UNIV OF TECHNOLOGY	USD					
UNIV OF PARDUBICE	USD					
PALACKY UNIV	USD					
MASARYK UNIV	USD					
MENDEL UNIV IN BRNO	USD					
INST OF BIOTECHNOLOGY AS CR	USD					
VSB - Technical University of Ostrava*	USD					
Other Products						
CC-BY Read + Publish	USD					
ACS Legacy Archives Fee Waived						
ACS eBook Archives Fee (Fee Waived)						
Total without VAT	USD					
Total with 3% Fee without VAT	USD					
Upgrade fee for unlimited OA publishing 2023-2025	USD					
Grand Total with Fee without VAT	USD					

2.3. The Contracting Parties have agreed that Appendix C: IP Addresses of Participating Institutions, the section Participating Institutions shall be modified (the altered part is highlighted) as follows:

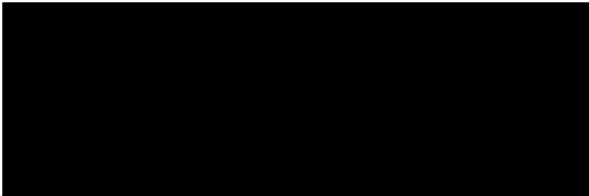

#	Institute	Institution	IP Ranges
22	Vysoká škola báňská - Technická univerzita Ostrava	VSB - Technical University of Ostrava	IPv4: 158.196.0.0 - 158.196.255.255

3. FINAL PROVISIONS

- 3.1 This Amendment shall become valid on the date of signature by both Contracting Parties. This Amendment comes into effect on the date of its publication in the Register of Contracts under the conditions stipulated by Act No. 340/2015 Coll., On the Register of Contracts, as amended. This Amendment will be published by Licensee in the Register of Contracts. This Amendment contains business secrets pursuant to the provisions of Section 504 of Act No. 89/2012 Coll., the Civil Code, as amended, which will not be disclosed in the Register of Contracts in accordance with Section 3 (1) and (2) letter b) of Act No. 340/2015 Coll. (the fees of the individual Participating Institutions).
- 3.2 All other provisions of the Agreement shall remain unaffected.
- 3.3 This Amendment itself shall be signed by the authorized signatory of the Distributor and the Licensee.
- 3.4 This Amendment is executed in electronic version and each Party receives one electronic counterpart.
- 3.5 The Contracting Parties agree that electronically signed versions of this originally executed Amendment are acceptable in lieu of printed signed copies and are to be given full force and effect under law and each Contracting Party declares that the electronic execution is valid and effective in the jurisdiction the Contracting Party executes this Amendment.

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

DISTRIBUTOR:

BY:  DATE: 
Signature of Authorized Signatory of Distributor

Nina Suskevicova, Director
Suweco CZ, s.r.o
Sestupná 153/11, 162 00 Praha 6,
Czech Republic

LICENSEE:

BY:  DATE: 
Signature of Authorized Signatory of Licensee

Ing. Martin Svoboda, Director of National Library of Technology
Technická 2710/6, 160 80 Praha 6 – Dejvice
Czech Republic