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No.: **OI-CAS2025**  
Date: **June 27, 2025**

## **DIGITAL PUBLISHING AGREEMENT**

between:

**Oriental Institute of the Czech Academy of Sciences**

and

**East View Information Services, Inc.**

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## AGREEMENT

This Agreement ("Agreement") is made and entered into on July 15, 2025 by and between **Oriental Institute of the Czech Academy of Sciences** (hereafter "PARTNER"), an institution of higher learning and research with its headquarters at Pod Vodárenskou Věží 4, 182 08 Praha 8, Czech Republic and East View Information Services, Inc. ("EVIS"), a corporation with its principal place of business at 10601 Wayzata Boulevard, Minneapolis, MN 55305, USA.

WHEREAS, PARTNER is the owner of certain content in print form which it has incorporated in electronic form to be made accessible via online means; and WHEREAS, EVIS is a creator and distributor of online databases for the library and research market; PARTNER and EVIS wish to collaborate in the creation of an online database to include PARTNER's content for the library market pursuant to the terms and conditions of this Agreement.

NOW THEREFORE in consideration for the mutual promises set forth below and for other valuable consideration, the sufficiency of which is thereby acknowledged, the parties agree as follows:

### 1. DEFINITIONS

- 1.1. "Licensed Content" means all content, metadata and electronic files licensed by PARTNER according to this agreement, for use by EVIS under the provisions of this Agreement. **Specifically, digital files (image-only) containing 99 issues of the historical publication "Manhua Yuekan" (漫画月刊, Beijing, approx. 1950-1959), issue nos. 7; 39; 41–103; and 118–151.**
- 1.2. "Licensed Product" means a commercial publication to be created by EVIS using the Licensed Content.
- 1.3. "Customer" means an institution or individual purchasing access to the Licensed Product and authorized to use them according to the License Agreement.
- 1.4. "Authorized User" means a duly enrolled student, faculty member or employee of the Customer, who is eligible in accordance with the terms of a License Agreement, and is authorized by the Customer, to use the Licensed Product.
  - 1.4.1. "Distribution" by EVIS includes all promotional activity by EVIS to distribute the Licensed Product, including Marketing (advertising, conference participation, direct mailing, telephone campaigns, dissemination of product and promotional information on websites); Sales (solicitation of sales of Licensed Product, further to Marketing efforts);

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Order Processing (invoicing, processing payments to PARTNER, maintaining sales records) and Customer Support (performing functions of technical and account support to customers purchasing the Licensed Product, including billing).

- 1.5. “Confidential Information” means any data or information regarding (i) the business operations of PARTNER or the EVIS which are not generally known to the public and afford either PARTNER or the EVIS a competitive advantage, including but not limited to information regarding products and product development, suppliers, marketing strategies, finance, operations, customers, sales, and internal performance results, and (ii) proprietary software, including but not limited to concepts, designs, documentation, reports, data, specifications, source code, object code, flow charts, file record layouts, databases, inventions, know-how, show-how and trade secrets, whether or not patentable or copyrightable.

## **2. GRANT OF AGENCY**

- 2.1. Subject to the terms and conditions of the Agreement, PARTNER hereby appoints EVIS permission to include the Licensed Content hereunder in the Licensed Product and distribute it to Customers.

## **3. BUSINESS MODEL**

- 3.1. PARTNER shall supply EVIS with the requested Licensed Content per the terms specified below.
- 3.2. EVIS shall vend access to the Licensed Product using a variety of models, whereby EVIS shall remit to PARTNER a royalty for all such sales.
- 3.3. EVIS shall grant PARTNER access to its contributed and enhanced content within the Licensed Product at no cost to PARTNER and PARTNER shall retain a copy of the files.
- 3.4. PARTNER may continue to display its current digital files of the Licensed Content publicly (e.g. via the Kramerius service of the Czech Republic), but may not post any enhanced versions of the files enriched by EVIS in public access, though may use such files internally and via EVIS’s online platform (the Licensed Product), to which PARTNER will have access.

## **4. ROYALTY**

- 4.1. Royalty Structure. During the Term of the Agreement, PARTNER shall receive Royalty from each sale as follows:

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- 4.1.1. Royalty paid to PARTNER for new orders (sale of a product to a customer who has not previously purchased such product, and who will access the Licensed Product via EVIS's platform and server), is 5% percent, proportionate to PARTNER's contribution of content within the resulting Licensed Product. (As of this writing, EVIS presumes it will obtain the remaining 65 issues of the publication from alternative sources, in which case the 99 issues contributed by PARTNER would comprise 60% of the Licensed Product).
- 4.2. Royalty Reports. EVIS shall submit an annual sales report to PARTNER and remit royalties due. Royalties are calculated and paid each January 15 for activity occurring in the foregoing year.

## **5. EXPENSES**

- 5.1. All costs associated with the building, promotion, and maintenance of the Licensed Product are to be borne exclusively by EVIS.
- 5.2. PARTNER will make the Licensed Content available to EVIS in its present, image-only form, on the following terms:
- 5.2.1. In lieu of full or partial cash royalty payments, the PARTNER may elect to receive non-cash compensation in the form of access to content produced and distributed by EVIS, subject to the following terms:
- PARTNER shall be granted full institutional access to the *Manhua Yuekan* as part of the compensation package and in recognition of its contribution to the licensed content.
  - PARTNER may further elect to receive access to additional proprietary content from EVIS in lieu of cash royalty payments. Such access shall be provided at a value equivalent to up to twice the cash value of accrued royalties.
  - this provision applies exclusively to content created and owned by EVIS and does not extend to third-party platforms, services, or licensed content distributed on behalf of other rights-holders.
  - All royalties exceeding any credited advance shall continue to accrue in PARTNER's favor and may be remitted, at PARTNER's discretion, either in cash or again as non-cash credit at a value of 2x the cash value, in accordance with the terms set out herein.
  - The PARTNER reserves the right to change the chosen form of royalty compensation (cash or non-cash) at any time, provided that written notice of such change is given to EVIS at least six (6) months before the end of the accounting period.

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## **6. CURRENCY AND PAYMENTS**

- 6.1. Royalty, Gross Sales, and Net Sales shall be calculated in U.S. dollars.
- 6.2. Except as otherwise agreed, all payments by EVIS shall be made in U.S. currency by wire transfer to PARTNER account as follows:

Bank account number: 107-5110390217/0100

Bank: Komerční banka, a.s., Na Příkopě 33 čp. 969, Praha 1, 114 07, Czechia

IBAN: CZ5101000001075110390217

Swift code: KOMBCZPPXXX

- 6.3. Mistaken Payments. The receipt or acceptance of payments received by PARTNER from EVIS under the Agreement shall not preclude PARTNER from questioning the correctness thereof at any time. If inconsistencies or mistakes are discovered in such payments by either party, they shall be rectified and the appropriate payment shall be made forthwith.

## **7. COPYRIGHT AND INTELLECTUAL PROPERTY**

- 7.1. Copyright and Intellectual Property. PARTNER is not the copyright owner of the Licensed Content in question, but is a repository owning copies of the works, who has created digital copies thereof. Under the terms of this agreement, PARTNER permits EVIS to incorporate this Licensed Content in the intended Licensed Product.
- 7.2. EVIS bears responsibility for copyright of the original work (Manhua Yuekan / 漫画月刊) and hereby indemnifies PARTNER and shall hold PARTNER harmless from any claim or liability that should arise in connection with EVIS's production and distribution of the Licensed Product.

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**8. DUTIES OF EVIS**

- 8.1. EVIS bears sole responsibility in regard to copyright matters of the Licensed Product and Licensed Content contributed by PARTNER.
- 8.2. EVIS will produce the Licensed Product by its own means and at its own sole expense.
- 8.3. EVIS shall diligently and actively promote and market the Licensed Product to prospective customers and exhibit the Licensed Product at conventions or other appropriate meetings of prospective customers.
- 8.4. EVIS shall remit to PARTNER all obligations in accordance with this agreement.

**9. DUTIES OF PARTNER**

- 9.1. PARTNER agrees to supply EVIS with the Licensed Content that is the subject of this agreement in its existing format, as held in its current technical repository. The technical delivery format and schedule shall be mutually agreed upon, solely for the purpose of enabling EVIS to exercise its responsibilities under Section 8 of this Agreement.

**10. TERM AND EXTENSION OF AGREEMENT**

- 10.1. Term. The Agreement shall commence upon the signature by both parties and shall continue in full force and effect thereafter.
- 10.2. It is presumed that PARTNER will furnish the requested files of the Licensed Content to EVIS within 2025. Although the transmittal of files is anticipated to be a one-time occurrence, all covenants of this agreement shall remain in force unless terminated prior to transmittal to EVIS of the Licensed Content.

**11. TERMINATION**

- 11.1. Termination for breach. The Agreement may be terminated forthwith by either party if the other party shall breach any term or covenant of the Agreement, and such breach shall continue uncured for 90 days after written notice thereof from the non-breaching party detailing such breach by the breaching party.
- 11.2. Either of the parties may otherwise elect to terminate the agreement without cause, provided the party initiating termination notifies the other party no later than 6 months before the intended termination.

**12. RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION**

- 12.1. In the event of Termination, EVIS shall take no action that would discredit PARTNER and

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PARTNER shall take no action that would discredit EVIS.

- 12.2. If compensation was provided by EVIS to PARTNER in exchange for the files of the Licensed Content prior to termination, PARTNER shall return such compensation to EVIS and EVIS shall return the Licensed Content to PARTNER.

**13. DISPUTES, ARBITRATION, APPLICABLE LAW AND LIMITATIONS ON CLAIMS**

- 13.1. Applicable Law. The agreement shall be governed by, and construed in accordance with the laws of the State of Minnesota.
- 13.2. Arbitration. Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, other than any controversy or claim relating to either party's confidentiality obligations under the Agreement, will be settled by binding arbitration conducted in accordance with the laws of the State of Minnesota.
- 13.3. Limitation on Actions. No action of EVIS may be asserted against PARTNER, or of PARTNER against the EVIS, unless an arbitration is commenced within one (1) year of the earlier to occur of (i) the effective date of expiration or termination of the Agreement, or (ii) the date the claim arose.

**14. RIGHT TO AUDIT**

- 14.1. EVIS agrees to keep such books and records as are required to determine actual sales to EVIS's customers and to ensure that EVIS's customers are using the Products in a fashion that is in accordance with the terms and conditions in License Agreement. PARTNER may examine these books and records during the Term of the Agreement and for ninety (90) days thereafter. Such audit may also include an inspection of the security of the server for local hosting by EVIS to ensure that its security prohibits unauthorized access to the Products. Such right of audit and inspection shall be at any time during normal business hours upon at least seventy-two (72) hours' prior written notice.

**15. MISCELLANEOUS**

- 15.1. Notice. Any notice to be given under the Agreement shall be in writing and be sent by first class mail, courier or express service, which provides the sender with written proof of delivery.

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**Notices to EVIS shall be sent to:**

Mr. Kent D. Lee  
East View Information Services, Inc.  
10601 Wayzata Boulevard  
Minneapolis, MN 55305  
USA

**Notices to PARTNER shall be sent to:**

Dr, Táňa Dluhošová  
Orientální ústav AV ČR  
Pod Vodárenskou Věží 4  
182 08 Praha 8  
CZECH REPUBLIC

- 15.2. Integrated Agreement, Previous Agreement. The Agreement together with all Appendices reference herein, constitutes the complete integrated agreement between the parties concerning the subject matter hereof. All prior agreements, understandings, negotiation or representations, whether oral or in writing, relating to the subject matter of the Agreement are superseded and canceled in their entirety.
- 15.3. Amendments. Any amendments or alterations for the clauses or Appendices in the Agreement, including any of the provision hereof waived, shall be agreed by both parties and the Agreement shall be superseded by a new agreement.
- 15.4. Compliance with Applicable Laws. EVIS shall comply with all applicable laws and regulations in the Exclusive Territory. EVIS shall bear the expense of compliance with all applicable foreign exchange laws and regulations.
- 15.5. Waiver. The failure of either party to give notice of nonperformance, breach, or termination, or to otherwise enforce any rights hereunder, shall not constitute a waiver of any terms or conditions of the Agreement.
- 15.6. Headings. Titles or captions contained in the Agreement are inserted only for convenient reference, and in no way define or limit the scope or intent of the Agreement or any provision hereof.
- 15.7. Severalty. If any provision of the Agreement is adjudged by a court to be invalid, void or unenforceable, the parties agree that the remaining provisions of the Agreement shall not be affected thereby, that the provision in question may be replaced by the lawful provision that most nearly embodies the original intention of the parties, and that the Agreement shall in any event otherwise remain valid and enforceable.



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IN WITNESS WHEREOF, each of the parties hereto has caused the Agreement to be executed by a duly authorized representative as of the Effective Date.

**For PARTNER**

By: Dr. Táňa Dluhošová

Title: Director

**For EVIS**

By: Kent D. Lee

Title: President and CEO

Signature:

Signature:

Date: August 1, 2025

Date