

FIRST AMENDMENT TO ELSEVIER SUBSCRIPTION AGREEMENT

This Amendment is entered into as of <u>LL Juw</u> 2017 by and between **Univerzita Pardubice**, Studentska 95, 532 10 Pardubice, Czech Republic, tax identification number CZ00216275 (the "Lead Institution"), represented by prof. Ing. Miroslav. Ludwig, Rector for and on behalf of itself and the institutions: Masarykova Univerzita, Žerotínovo nám. 617/9, 602 00 Brno, tax identification number CZ 00216224, Univerzita Palackého v Olomouci, Křížkovského 8, 771 47, Olomouc, tax identification number CZ 61989592, Univerzita Tomáše Bati ve Zlíně, nám T G Masaryka 5555, 760 01 Zlín, tax identification number CZ 70883521, Veterinární a farmaceutická univerzita Brno, Palackeho 1-3, 612 42 Brno, tax identification number CZ 62157124 identified on Schedule 2, and **Elsevier B.V.**, Radarweg 29, 1043 NX Amsterdam, The Netherlands, tax identification number 005033019 ("Elsevier") represented by Gino Ussi, Executive Vice President Research Solution Sales.

WHEREAS, the parties hereto have previously entered into an agreement dated 20 March 2013 (the "Agreement") and wish to amend the Agreement as set forth in this amendment ("Amendment").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Agreement as of 1 January 2018 as set forth below.

SECTION 4. FEES AND PAYMENT TERMS.

The Institutions will pay to Elsevier the fees set forth in Schedule 1 (the "Fees") within thirty (30) days of date of invoice for the Fees due for first year of the Term and, thereafter, no later than 15 December for the Fees due for the then following year of the Term. Late payments will be subject to interest charges of 1% per month on the unpaid balance. The Fees will be exclusive of any sales, use, value added, withholding or similar tax and the Subscriber will be liable for any such taxes in addition to the Fees. Any sum to be paid by the Subscriber to Elsevier under this Agreement will be paid by way of transfer to Elsevier's bank account in the Netherlands. The currency of account and the currency of payment for any sum to be paid by the Subscriber to Elsevier under this Agreement will be EUR (meaning the lawful currency of the European part of the Netherlands at the effective date of this Agreement), notwithstanding any changes in Euro zone membership that might occur after the effective date of this Agreement, except in the event that (a) the Netherlands cease to be a member of the Euro zone of the European Union or (b) all participating members of the Euro zone cease to do so and the Euro ceases to exist, in which event the sum will become payable in the currency that will be officially adopted as the legal currency in the Netherlands. The Subscriber waives any right it may have at any time in any jurisdiction to pay any sum under this Agreement in a currency unit other than that in which it is expressed to be payable under this clause. The Subscriber will be charged local value added tax (VAT), based on the Subscriber's place of establishment, unless the Subscriber is a foreign relevant business person and provides to Elsevier its VAT Identification Number. The Subscriber will promptly notify Elsevier of any changes to its VAT Identification Number or VAT status. Elsevier may charge the Subscriber any VAT, fines, penalties, interest and other costs that Elsevier may incur as a result of incorrect VAT information.

The term of the Agreement is hereby extended to continue until 31 December 2019.

Except as specifically amended hereby, all of the existing terms and conditions of the Agreement are hereby ratified. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed to them in the Agreement. To the extent any terms or conditions of the Agreement conflict with or are inconsistent with this Amendment, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment by their respective, duly authorized representatives as of <u>July</u> 2017.

UNIVERSITY PARDUBIÇE

(Lead Institution)

Name! prof. Ing. Miroslav. Ludwig

Title: Rector



ELSEVIER B.V.

(Elgovion)

Epevier B.V. Raderweg 29 IS NX Ameterdam

Title: Executive Vice President Research Solution Sales

Agreement No.: 1-3480607859

Amendment No.: 1-13766963614, 1-13767304877, 1-13767402850, 1-13767425671, 1-13767496230

Rev Apr 2015

FIRST AMENDMENT TO ELSEVIER SUBSCRIPTION AGREEMENT Schedule 1

The Subscribed Products and Fees identified below are in addition to those identified in the Agreement.

Subscribed Products – publisher	Reaxys®			
Access	xys.com	com		
Institution	2	018 EUR	2019 EUR	
Masaryk University	€	38,118	€	39,376
Palacky University Olomouc	€	38,118	€	39,376
University of Pardubice	€	38,118	€	39,376
Tomas Bata University in Zlin	€	37,859	€	39,109
University of Veterinary and Pharmaceutical Sciences Brno	€	37,859	€	39,109
Total	€	190,072	€	196,344

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Schedule 2

Sites/Authentication/Contacts]

The Sites | IP address(es) | contacts | etc identified below replace and supersede those identified in the Agreement.

				Billing & Shipping			
#	SIS ID	Institution	VAT number	Contact	e-mail	Address	IP addresses
							147.251.(28-69).(0-255)
						Žerotínovo nám. 617/9,	147.251.84.(0-255)
						602 00 Brno, Czech	147.251.(127-150).(0-
1	ECR-246421	Masaryk University	CZ 00216224			Republic	255)
						Křížkovského 8, 771 47,	
						Olomouc, Czech	
2	ECR-246444	Palacky University Olomouc	CZ 61989592			Republic	158.194.*.*
							195.113.(124-129).(0-
						Studentská 95, 532 10	255)
				100		Pardubice, Czech	78.128.(148-159).(0-
3	ECR-246454	University of Pardubice	CZ00216275			Republic	255)
						nám T G Masaryka	
			CZ 70883521			5555, 760 01, Zlín,	195.178.(88-95).(0-255)
4	ECR-419125	Tomas Bata University in Zlin				Czech Republic	195.113.(96-99).(0-255)
		University of Veterinary and				Palackeho 1-3, 612 42	195.113.(198-203).(0 -
5	ECR-246428	Pharmaceutical Sciences Brno	CZ 62157124			Brno, Czech Republic	255)