

Agreement on the new wording of the contract

Moravian Library in Brno, ID No. 00 09 49 43

Brno, Kounicova 65a

represented by Prof. PhDr. Tomáš Kubíček, Ph.D., General Director
"Client"

and

NOA GmbH, ID No. ATU51193907

Johannagasse 42/4, A - 1050 Vienna

"Provider"

I.

1. On September 1, 2025, the contracting parties concluded a contract for technical support for the digitization of NOA audio.
2. After signing the agreement, the parties realized that they had omitted to include in the agreement the formal requirements of the agreement required by the conditions of the **New Equipment for MZK Audio Digitization project**, from which the subject matter of the agreement is financed, namely:
 - indication of the provider of the subsidy from which the subject matter of the agreement is financed
 - indication of the project number from which the subject matter of the agreement is financed
 - indication of the logo of the grant provider and the logo of NPO and the logo of NextGeneration EU
3. The contracting parties therefore agreed to supplement the contract with the formal requirements specified in Article I, paragraph 2 of this agreement.
4. In view of the above, the contracting parties agreed on the new wording of the contract specified in Article II of this agreement.

II.

Projekt je realizován za finanční spoluúčasti EU prostřednictvím Národního plánu obnovy a Ministerstva kultury

Service Agreement

Contracting Parties

This contract is entered into between:

NOA GmbH

Registered office: Johannagasse 42/4, A - 1050 Vienna

VAT ID no.: ATU51193907

Tax ID no.: 051/5462 Ref:06

Company ID no.: FN204129s

Registration: Oesterreichische Wirtschaftskammer Wien (Austria) 652192

Bank connection: Unicredit Bank Austria

Account no.: AT481 100003993892300

hereinafter referred to as the "Provider"

and

Moravian Regional Library in Brno

Kounicova 65a, 601 87 Brno

ID: 00094943

VAT number: CZ00094943

Responsible person: Prof. PhDr. Tomáš Kubíček, Ph.D., General Director

Contact person: Ing. Petr Žabička, deputy

hereinafter referred to as the "Client".

1. Subject of the Contract

The subject of the contract is technical support for NOA audio digitization according to the specifications below (according to binding technical standards) and their delivery to the Client according to his instructions and guidelines.

The Subject of the Contract is implemented in the framework of the National Recovery Plan program called “New Equipment for MZK Audio Digitization project”.

The project is implemented with financial support from the EU through the National Recovery Plan and the Ministry of Culture under registration number 0442000033 and Decision No. MK 46709/2025 POD.

2. Specifications

Expected technical parameters:

Providing technical support for hardware and software equipment by the manufacturer (NOA company). These are special AD converters, CD drives and related software for audio digitization created by NOA.

The contract includes:

- Software support and updates: Download the latest software versions and updates/upgrades via FTP.
- Version migration support: Assistance in planning and implementing migration to a new software version.
- Support via the NOA service center: Response to questions and problems within 1 business day / provision of 2 user accounts.
- Assigned Account Technician: An account technician assigned to oversee all service and support requests to ensure client satisfaction.
- Remote problem diagnosis: Remote troubleshooting allows specialists to diagnose technical faults and system failures.
- Right to upgrade: Service and maintenance entitles the customer to upgrade to new versions of the software.

3. Place of Performance

Moravian Regional Library in Brno, Kounicova 65a, Brno.

4. Time of Performance

September - November 2025

5. Software Service and Maintenance SLA

3.1. SLA Definition

(a) NOA will be available to the Customer from Monday to Friday (excluding national Austrian holidays), 09:00 – 17:00 h CET (or CEST, respectively), for providing advisory support, addressing issues, and implementing possibly necessary changes to the software programs covered by this contract. NOA will receive error messages from the Customer 24/7 via mailbox, online support portal (see below), or email. Responses to messages, as well as any work required to resolve the issue or implement necessary changes, will only be handled during the stated office hours and days.

(b) Helpdesk support: 1-day reaction to questions and problems posted via Jira Service Management (online portal for support tickets; see below for definition of errors and commitment to repair). 1 user account granted for access to the portal. “Reaction” refers to a qualified reply to Customer regarding the problem, as

well as a notification of the beginning of trouble-shooting, or its resolving. Standard place of execution is NOA's headquarter in Vienna. On-site work and tasks outside specified hours or locations are subject to a surcharge. NOA may delegate services to third parties, partially or as a total.

(c) Processing of error messages sent by customer shall happen via Jira Service Management portal.

(d) Analysis of NOA application logs provided by Customer upon open service ticket:

- In case of error read-out of logs of all components covered.
- Notification of Customer of failures which are identified as coming from hardware, which is hosted by customer.

(e) Participation in error identification if source of error is within NOA environment (i.e., not within environment or components provided by third parties).

(f) Correction of defect(s) of software.

(g) Additionally available support resource: Full access to library of technical and user documentation and FAQs.

(h) Information service: Customer will be informed about new programs, available updates, and programs under development.

(i) Software support: FTP download of latest software releases is provided. These releases comprise repair of mistakes, correction of possible program problems that do not occur either during the test run or during use within the warranty period, enhancement of the scope of performance, and changes in the software programs consequent on legal changes.

(j) Patch Support: Support with applying patches within working hours.

(k) Archiving and provision of the software programs covered under this contract: NOA obligates itself to archive its developed software products covered by this contract in computer-readable form, along with documentation in sufficient detail to fulfil the obligations established by this contract. Further, NOA will make these available to Customer as necessary, in accordance with the terms of the purchase agreement.

3.2. Definition of errors and commitment to repair

Priority 1 error – "Blocker"	Blocking use of product: Due to an error in the application, the application is completely blocked, or the major functions are not available. The problem cannot be corrected through a restart of the application – neither by customer, partner, nor by NOA.	Start of repairing defect within 24 hours including information on estimated repair time (if possible).
Priority 2 error – "Major"	The functions of the software are majorly impaired, the basic functions are available, and a restart or a rollback does not solve the problem.	Start of repairing defect within 3 business days including information on estimated repair time (if possible).

Minor problems – “Minor	The software functions are slightly impaired, and neither a restart nor a rollback resolves the issue.	Will be handled on a best-effort basis.
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3.3. Categorization of service requests

On the Jira Service Management Portal, the Customer can raise requests in various categories, but only those filed as 'Bug' will be subject to the above SLA. NOA reserves the right to adjust request categorization as necessary.

Available types of service requests:

Bug report:	For reporting bugs in NOA applications or workflows.
Discussion / Question:	For discussions and questions between client and NOA Support team.
Task:	For tasks between the support team and the customer.
Change request:	For change requests concerning the NOA system.
Standard Ticket:	General support request for non-attributable topics.

3.4. Support process

In case of required or requested support, the procedure is as follows:

(a) NOA discovers a problem in its responsibility:

- NOA will care for a solution by its own.

(b) The problem is not identifiable solely by the functions of the software provided by NOA or the problem can be identified unambiguously in the responsibility of Customer:

- NOA notifies Customer about the problem.

(c) Customer reports a problem:

- NOA determines whether the reported issue qualifies as a Bug and reassigns it to a different category if it does not.
- NOA identifies, that the reason for the problem is in the responsibility of NOA alone and solves the problem.
- NOA identifies, that the problem can be found in the infrastructure, notifies Customer, and provides best practice advice to Customer.
- Customer realises, that the problem has to be found in NOA's responsibility or that NOA's help is necessary, and asks NOA to solve the problem or to help in solving the problem. In these cases, NOA starts to act – in case of doubts – only through the definite instruction of Customer.

3.3. Not included services, available on request

In addition to the above mentioned, NOA is able to offer the following services on request against additional fees:

- (a) Setup and installation of client machines including updates
- (b) Consulting of Customer in runtime environment problems (e.g., network, servers, storage, audio equipment, etc.).
- (c) Installation of software and its databases in the case of recovery, caused by incidents outside of NOA's responsibility, such as change of environment variables, virus attack, hacker attacks, or similar.
- (d) Functional extensions and platform migrations of modules.
- (e) „Carnet80“: 80 hours of consulting, management, specific developments for reduced prepaid 80 hours human resources.
- (f) support for patches if outside working hours

Additional services which are not covered by the Software Service and Maintenance agreement are charged per hour.

The cost per hour is 162.50 EUR (excl. VAT) during normal working office hours. Work between 17:00 and 09:00, on weekends, or during national holidays incurs a 200% surcharge.

6. Delimitations and Procedures

This agreement does not cover:

- (a) Maintenance of the functions provided by Customer or partners (hardware, partner software, operating systems, networks).
- (b) Securing the runtime environment.
- (c) Removal of functional problems, which arise solely through a change of the runtime environment, changes in the operating system or in hardware and/or from changes in mutually dependent software programs and interfaces not covered by this contract.
- (d) Support of individually developed scripts and customized modules (will be handled on a best effort base).
- (e) Backup schedules and backups of applications, databases, customer data, and archive data.
- (f) Hardware service (e.g., maintaining broken disks, PSUs, or servers – this needs to be covered by manufacturer SLAs of hardware).
- (g) Cost of transportation, accommodation, travel time, and per diem expenses of NOA personnel charged with carrying out the service.
- (h) The rectification of defects caused by the Customer or third parties.

(i) Losses or damages that result either directly or indirectly from actions or omissions on the part of the Customer or user in operating the system.

(j) Data conversions, data recovery, and interface adjustments.

Furthermore:

(k) NOA will be freed of all responsibilities under the present contract, if program changes have been carried out by employees of the Customer or by third parties in the software programs covered by this contract without prior agreement from NOA or if the software programs have not been used as designated.

7. Payment Terms

Payment will be made after the performance has been performed without any defects and its handover to the Client on the basis of an invoice issued by the Provider. The invoice is due within 21 days of its delivery to the Client. The invoice contains the following specifications:

Any invoice for November 2025 will be issued no later than November 10, 2025.

On the invoice will state: "The project is implemented with financial support from the EU through the National Recovery Plan and the Ministry of Culture under registration number 0442000033 and Decision No. MK 46709/2025 POD."

8. Contractual Penalty

In the event of delay in fulfilling the Client's instruction, the Provider shall pay a contractual penalty in the amount of CZK 375/day of delay/instruction.

9. Final Provisions

This contract is made in two counterparts, one for each contracting party, in two parts English and Czech language. In case of ambiguities resulting from machine translation of this document, the English version shall prevail. Both parties declare that they have read this contract, understood its content, and as a sign of agreement they attach their signatures.

Customer

NOA GmbH

Represented by

Represented by

Print Name

Print Name

Manuel Corn

Signature

prof.
PhDr.
Tomáš
Kubiček,
Ph.D

Digitálně
podepsal prof.
PhDr. Tomáš
Kubiček, Ph.D
Datum:
2025.09.01
17:28:13
+02'00'

Date

Signature

Manuel
Corn,
ppa

Date

Digital
unterschrieben
von Manuel Corn,
ppa
Datum: 2025.09.01
13:13:50 +02'00'

Moravská Zemská Knihovna v Brně
Petr Žabicka
Kounicova 65a
60187 Brno
TSCH ECHISCHE REPUBLIK

Quotation: AN-202508/2801

date: 21.08.2025

your account #: 10117

your VAT#: CZ00094943

Subject:

your contact:

Technická podpora digitalizace zvuku NOA

your order:

contact NOA:

MC

shipping terms:

ExWorks

Doba a místo plnění zakázky:

září - listopad 2025

Moravská zemská knihovna v Brně

pos.	art.#	description	unit-price	price
amount			disc. %	deliv. date
#001	1,0 P-005030	Software Service contract total installation Software Service contract for installation.	18.230,75 EUR	18.230,75 EUR

Including:

- Software support and upgrades: FTP download of latest software releases and updates/upgrades.
- Version Migration support: assistance with software version migration planning and execution.
- NOA service desk support: 1-day response to posted questions and problems / 2 accounts granted.
- Account engineer: account engineer assigned to supervise all services and support requirements for client's satisfaction.
- Remote troubleshooting diagnostics: system remote troubleshooting enables specialists to diagnose the technical problems and malfunctions of the system.
- Right to upgrade: service and maintenance enables customer to upgrade to next versions.

Smlouva o softwarových službách pro instalaci

Zahrnuje:

- Softwarová podpora a aktualizace: stažení nejnovějších verzí a aktualizace/upgrade softwaru prostřednictvím FTP.
- Podpora migrace verzí: asistence při plánování a provedení migrace softwarových verzí.
- Podpora servisního střediska NOA: odpověď do 1 pracovního dne na zaslání dotazů a problémy / poskytnutí 2 účtů servisních (NCS).
- Account engineer: přidělení inženýra, který dohlíží na všechny služby a podporu na požádání pro spokojenost klienta.
- Vzdálená diagnostika poruch: vzdálené řešení problémů umožňuje specialistům diagnostikovat technické potřeby a závady systému.
- Právo na upgrade: servis a údržba umožňuje zákazníkovi přejít na nové verze.

#002 1,0 GTP1

Conditions of trade

Dotace: října: září - listopad 2025

Platební podmínky: dle účtů

Platnost kvóty: 21.09.2025

batch total: 18.230,75 EUR

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1050 Vienna
Austria

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fax +43(0)5462700-14

Bank Austria
BankBLZ: #12000
Acc. #: 03883892300
BIC/SWIFT: BKAUATWW

IBAN: AT48110003892300
VAT #: ATU 51193907
Legal Venue: Vienna, Austria
HR Vienna: FN2041295

Quotation: AN-202508/2801

2

Unit:

EUR

pos.	art. #	Description	unit-price	price
amount			disc. %	deliv. date

Cena v Kč (bez DPH)

447 335,21 CZK

(Cena je čistá podle zákona o dani z přidané hodnoty)

Merchandise and licenses shipped remain our property
until full payment of invoice. NOA GmbH terms
and conditions have to be applied.

value net amount
VAT excluded

18.230,75 EUR

Thank you for the opportunity to provide you with a quotation.
We will dedicate our full effort to fulfill your needs.

With kind regards

III.

1. This agreement is made in two copies, one of which shall be received by each contracting party.
2. By their signatures, the contracting parties confirm that they have reviewed the content of this agreement, found it to be consistent, and confirm this in accordance with Section 4 of Act No. 89/2012 Coll. and that they agree with the entire content of the agreement.
3. This agreement is subject to publication in the register of contracts pursuant to Act No. 340/2015 Coll.
4. This agreement was concluded according to the free and serious will of the parties, free of error, not under duress and under conspicuously disadvantageous conditions, which both parties confirm with their signatures.

In Brno: 7.11.2025

In Vienna: 07/11/2025

Client
prof. PhDr. Tomáš Kubíček, Ph.D.

NOA
NOA GmbH
Johanngasse 42
A-1050 Wien
Tel +43 1 5452700
Provider
Manuel Corn, ppa

