

AMENDMENT NO.1 TO THE STANDARD LICENSE AGREEMENT

This Amendment (the "**Amendment**") has been entered into

BY AND BETWEEN

EBSCO Information Services s.r.o., a company incorporated and existing under Czech law, Business Identification No. 49621823, having its registered office at Klimentská 1746/52, 110 00 Prague 1, duly represented for the purpose hereof by: Cary Bruce, Managing Director

(the "**Licensor**")

AND

The National Library of Technology, a semi-budgetary organization set up by the Ministry of Education, Youth and Sports, with its principal offices at Technická 6, 160 80 Praha 6 – Dejvice, duly represented for the purpose hereof by: Ing. Martin Svoboda, Director of CzechELib

(the "**Licensee**")

individually the "**Party**" and collectively the "**Parties**".

WHEREAS

- (A) The Licensor is a supplier of products of the following organizations. Répertoire International de Littérature Musicale (located at CUNY Graduate Center, New York City, NY, USA), the American Theological Library Association (located at 300 South Wacker Drive, Suite 2100, Chicago, IL, USA), the American Medical Association (located at 330 N. Wabash Avenue, Suite 39300, Chicago, IL 60611-5885 USA) and the American Mathematical Society (located at 201 Charles Street, Providence, RI 02904-2294, USA);
- (B) On May 30, 2018, the Licensor and the Licensee entered into a Standard License Agreement regarding the licensed materials defined in Appendix A of this Agreement (the "**Agreement**"); and
- (C) The Parties wish to correct certain typographical errors that occurred when entering into the Agreement and wish to clarify certain provisions of the Agreement.

NOW, THEREFORE, in accordance with Section XXII. of the Agreement, the Parties hereby agree as follows:

1. REVISIONS

By signing of this Amendment, the Parties expressly and irrevocably agree to modify the Agreement as follows.

- 1.1 In Appendix D, Article 3. of the Agreement Parties agree to add following clauses:

"W) The Contracting parties agreed the paragraph VII/12, third sentence of the Agreement will be modified as follows:

*The 2% down-time includes periodic unavailability due to server maintenance; software installation or testing; loading or making available additional Licensed Materials as they become available; **it does not include** unavailability because of service or equipment failure outside the control of Licensor (including problems with public or private telecommunications services, or Internet nodes or facilities)."*

"X) The Contracting parties agreed the following paragraph shall be added at the end of paragraph XII/1 of the Agreement:

Note: This paragraph applies only to the Licensed Materials which are perpetual, so it is obligatory only for e-journals and e-books with permanent license – in contrast to factual, citation or similar databases and e-resources."

1.2 In Appendix D, Article 1. of the Agreement, the paragraph titled "*Publisher of the Licensed Material:*", shall read as follows (whereas the altered part is highlighted):

- *The American Theological Library Association*
- *Répertoire International de Littérature Musicale*
- **The American Mathematical Society**

1.3 The other provisions of the Agreement shall remain unchanged.

2. **MISCELLANEOUS**

2.1 Regarding the law governing the Amendment and the resolution of any dispute which may arise from it, the Parties have agreed that the corresponding provisions of the Agreement shall apply by analogy.

2.2 The Amendment shall be binding upon, and inure to the benefit of, the Parties and their respective legal successors and assigns.

2.3 No changes, alterations or modifications hereto shall be effective unless made in writing and signed by the Parties.

2.4 The Amendment has been executed in two (2) original counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties hereto have caused the Amendment to be executed by their duly authorized representatives on the day(s) written below.