



**LICENCE AGREEMENT**

1.	<b>Parties:</b>	(1) <b>NKODA LIMITED</b> (Company Number: 09889486) whose registered office is at 6th Floor, Kings House, 9-10 Haymarket, London SW1Y 4BP, United Kingdom ( <b>nkoda</b> ); and (2) <b>LITHUANIAN RESEARCH LIBRARY CONSORTIUM</b> (Registered in Lithuania: 125712273) of Sauletekio al. 14, LT-10223 Vilnius, Lithuania (the <b>LMBA</b> ).		
2.	<b>Date:</b>	1 January 2026 (the <b>Effective Date</b> )		
3.	<b>Contacts:</b>	nkoda contacts: - Director of Operations: @nkoda.com / +44 7753 443 363 - Community & Communications Manager: @nkoda.com / +44 7500 879 311 LMBA contacts: emilija.banionyte@amb.lt / +370 698 88192 lmba@lmba.lt / +370 663 58544		
4.	<b>Background:</b>	4.1 nkoda operates an online digital library of sheet music and other material that is made available through an application for mobile, tablet and other computing devices. 4.2 On behalf of the Authorised Institution, the LMBA wishes to obtain a licence to access that online digital library, in accordance with the provisions of this agreement (the <b>Licence</b> ). 4.3 Further details about the Authorised Institution are set out in Schedule 2 to this agreement.		
5.	<b>Licence Period:</b>	5.1 The Licence is granted by nkoda to the LMBA for a fixed period of three (3) years from the Effective Date set out in Section 2 above (the <b>Initial Term</b> ). 5.2 The Licence will not automatically renew at the end of the Initial Term (but the parties agree to discuss the renewal of the Licence at least sixty (60) days before the end of the Initial Term).		
6.	<b>Licence Fee:</b>	6.1 For the Initial Term: 19,621.97 EUR (inclusive of VAT), which is payable by the LMBA to nkoda, pursuant to clause 4.3 of the Licence Terms, in three (3) annual instalments: - For Year 1 of the Initial Term (1 Jan 2026 - 31 Dec 2026): 6,540.66 EUR (inc. VAT) - For Year 2 of the Initial Term (1 Jan 2027 - 31 Dec 2027): 6,540.66 EUR (inc. VAT) - <u>For Year 3 of the Initial Term (1 Jan 2027 - 31 Dec 2027): 6,540.65 EUR (inc. VAT)</u> TOTAL for the Initial Term (1 Jan 2026 to 31 Dec 2028): 19,621.97 EUR (inc. VAT) 6.2 nkoda must issue invoices to the LMBA on or before the following dates: - For Year 1 of the Licence Period (1 Jan 2026 - 31 Dec 2026), by 10 December 2025; - For Year 2 of the Licence Period (1 Jan 2027 - 31 Dec 2027), by 10 December 2026 (or any other deadline agreed by parties by email); and - For Year 3 of the Licence Period (1 Jan 2028 - 31 Dec 2028), by 10 December 2027 (or any other deadline agreed by parties by email). 6.3 If nkoda does not comply with Section 6.2, it will be considered to have refused to provide the Service for the relevant year of the Licence Period, it will lose the right to receive the instalment of the Licence Fee corresponding to that year of the Licence Period, this agreement will be considered terminated, and nkoda will have no right to be reimbursed for any losses.		
7.	<b>User Limit(s):</b>	7.1 An unlimited number of Authorised Users can be authorised by the Authorised Institution to access Content, and an unlimited number of Simultaneous Users can access Content at any time.		
8.	<b>Licence Terms and Technical Specification:</b>	8.1 nkoda's standard institutional licence terms and conditions, as amended in accordance with the LMBA's public procurement conditions, are set out in Schedule 1 hereto, and are hereby incorporated into, and form part of, this agreement (the <b>Licence Terms</b> ). 8.2 nkoda will provide the Service in accordance with the LMBA's requirements for the scope of the service which are set out in Schedule 2 hereto (the <b>Technical Specification</b> ). 8.3 Expressions defined in the Licence Terms and/or the Technical Specification have the same meaning in this agreement, and expressions defined in this agreement have the same meaning as in the Licence Terms and the Technical Specification.		
9.	<b>Signatures:</b>	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">           DocuSigned by:            _____            27/11/2025            A609F825924E463            Authorised for and on behalf of  <b>NKODA LIMITED</b>            Name (print):            Role: HEAD OF LEGAL &amp; BUSINESS AFFAIRS         </td> <td style="width: 50%; text-align: center;">           DocuSigned by:            _____            11/27/2025            DA223E9E925C4E1            Authorised for and on behalf of  <b>LITHUANIAN RESEARCH LIBRARY CONSORTIUM</b>            Name (print):            Role: LMBA PRESIDENT         </td> </tr> </table>	DocuSigned by: _____ 27/11/2025 A609F825924E463 Authorised for and on behalf of <b>NKODA LIMITED</b> Name (print): Role: HEAD OF LEGAL & BUSINESS AFFAIRS	DocuSigned by: _____ 11/27/2025 DA223E9E925C4E1 Authorised for and on behalf of <b>LITHUANIAN RESEARCH LIBRARY CONSORTIUM</b> Name (print): Role: LMBA PRESIDENT
DocuSigned by: _____ 27/11/2025 A609F825924E463 Authorised for and on behalf of <b>NKODA LIMITED</b> Name (print): Role: HEAD OF LEGAL & BUSINESS AFFAIRS	DocuSigned by: _____ 11/27/2025 DA223E9E925C4E1 Authorised for and on behalf of <b>LITHUANIAN RESEARCH LIBRARY CONSORTIUM</b> Name (print): Role: LMBA PRESIDENT			



## SCHEDULE 1: LICENCE TERMS

### 1. Definitions and interpretation

1.1 In these terms and conditions (these **Licence Terms**), the following words and expressions mean as follows:

**App**: the nkoda-branded software application (available on mobile, tablet and other computer devices), operated by or on behalf of nkoda, on which the Content is made available to Authorised Users.

**Authorised Institution**: the Lithuanian Music and Theatre Academy (Registered in Lithuania: 125712273), Gedimino Ave. 42, 01110 Vilnius, Lithuania.

**Authorised User**: any member of the Authorised Institution's personnel or any student currently attending the Authorised Institution.

**Content**: the library of sheet music and other cultural and educational materials made available by nkoda on the App.

**EULA**: the end user licence agreement, the terms of which each Authorised User must accept as a pre-condition of being able to access the Content via the App, which are available at: <https://www.nkoda.com/legal/end-user-agreement> (as updated from time to time).

**Intellectual Property Rights**: patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist, now or in the future, in any part of the world.

**Licence**: the non-exclusive licence, granted by nkoda to the LMBA, for the Authorised Users to use the Service during the Licence Period (as set out in clause 4 of these Licence Terms).

**Licence Agreement**: the licence agreement between nkoda and the LMBA, of which these Licence Terms form part.

**nkoda**: nkoda Limited (CRN: 09889486) whose registered office is: TC Group, 6<sup>th</sup> Floor, Kings House, 9-10 Haymarket, London SW1Y 4BP, United Kingdom.

**Service**: the provision by nkoda of access to the Content, via the App, in accordance with the Technical Specification.

**Simultaneous Users**: the number of Authorised Users accessing Content at any one time (and, for this purpose, an Authorised User is deemed to be accessing Content while they are inside the 'Score Viewer' on the App).

**Tender**: the formal tender submitted by nkoda to the LMBA for the provision of the Service, as set out in Schedule 3.

**Unauthorised AI Tool**: any artificial intelligence technology that uses, or is informed by, trained on or developed using, copyrighted works, names, likenesses, trademarks or voices without authorisation from the owner or controller of such copyrights or other rights (and, for this purpose, an Unauthorised AI Tool will be deemed to include any service, product or technology, including any artificial intelligence technology, that uses, is informed by, or is dependent upon, an Unauthorised AI Tool).

1.2 In these Licence Terms, unless the context otherwise requires, any reference to (a) "including", "include", "in particular", "for example" or any similar expression, also means "without limitation" (b) a "person" or "entity" includes any natural person, corporate or unincorporated body (whether or not having a separate legal personality) and that person's or entity's personal representatives, successors-in-title and permitted assigns (c) "personnel", in relation to a party, means that person's officers, employees, agents, consultants, advisers, representatives and contractors (d) words in the singular include the plural (and *vice versa*) and a "clause" means the relevant numbered clause in these Licence Terms or (as applicable) in the Technical Specification and (e) the "parties" means each of nkoda and the LMBA respectively (and any reference to a "party" will be construed accordingly).

### 2. Supply of the Service

2.1 nkoda will provide the Service to the Authorised Institution and the Authorised Users in accordance with these Licence Terms and the EULA.

2.2 The LMBA acknowledges and accepts, on behalf of the Authorised Institution, that each Authorised User will be required to agree to the EULA before accessing any Content on the App.

2.3 nkoda will use its reasonable endeavours, during the Licence Period, to provide (a) the Service in a professional and efficient manner, with reasonable skill, care and diligence (b) support with any specific projects for which Authorised Users would like to use the Content (for example, a performance or regular rehearsal(s)) or any other help that the Authorised Institution needs to familiarise its Authorised Users with the Service (at such additional cost, if any, as the parties agree in writing and in advance) and (c) up-to-date details of an account manager, who will deal with any day-to-day queries relating to the Service and provide support for any projects of the type referred to in clause 2.3(b).

### 3. nkoda's warranties

3.1 nkoda warrants it (a) has the right to enter into the Licence Agreement, and permit the Authorised Institution and Authorised Users to access and use the Content, pursuant to the Licence Agreement (including these Licence Terms) and (b) will use reasonable endeavours to protect against the inclusion of viruses and malicious software in the App.

3.2 Subject to clause 5 of the Technical Specification, nkoda does not warrant that the Authorised Institution's, and/or any Authorised User's, use of, or access to, the Service will be completely uninterrupted or error-free.

3.3 The LMBA accepts responsibility for the selection of the Service to achieve its intended results and acknowledges that neither the App nor the Service have been developed to meet the individual requirements of the LMBA, the Authorised Institution or any of the Authorised Users.



- 3.4 The LMBA acknowledges (for itself and on behalf of the Authorised Institution) that the Service is provided “as is” and is subject to the disclaimer in clause 3.5 of these Licence Terms.
- 3.5 Except as expressly stated in these Licence Terms, all other conditions, warranties or other terms which might have effect between the parties, or which might be implied or incorporated into these Licence Terms, the Licence Agreement, the EULA or any related licence or contract, whether by statute, common law or otherwise, are hereby excluded to the fullest extent permitted under applicable laws, including any implied conditions or warranties as to satisfactory quality, fitness for purpose or the use of reasonable skill and care in the provision of the Service.
- 4. Licence and Licence Fees**
- 4.1 nkoda hereby grants to the LMBA a non-exclusive licence for the Licence Period (a) to access and use the Service and to enable the Authorised Institution and the Authorised Users to access and use the Service and (b) subject to clause 4.2 of these Licence Terms, to grant the Authorised Institution a sub-licence to access and use the Service, in each case, on (and subject to) the terms and conditions of the Licence Agreement and these Licence Terms.
- 4.2 In relation to permitted access to the Content and the scope of use of the Content (a) each Authorised User will be required to agree to the terms and conditions of the EULA before accessing any Content (b) the LMBA agrees, on behalf of the Authorised Institution, that the Service is provided for educational, non-commercial research or practice purposes, and/or for performances if the work in question does not require a performance/hire licence (or if the necessary performance rights have already been obtained, in the case of a hire/rental work) and (c) neither the LMBA, the Authorised Institution nor any Authorised User will have any right to copy, adapt, reverse-engineer, decompile, disassemble or modify the App or the Service, or any of the Content, in whole or in part.
- 4.3 The LMBA will pay the Licence Fee to nkoda in three (3) instalments, as set out in Section 6 of the Licence Agreement. Each instalment will be paid by the LMBA, within sixty (60) days of the LMBA receiving nkoda’s invoice for that instalment, by bank transfer to the account specified on nkoda’s invoice (or otherwise notified by nkoda to the LMBA).
- 4.4 nkoda will issue only electronic invoices to the LMBA. nkoda may use any means of issuing an electronic invoice that complies with the European standard on electronic invoicing as prescribed by the European Commission implementing decision (EU) 2017/1870 of 16 October 2017 on the publication of the reference of the European standard on electronic invoicing, and the list of its syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council. Any electronic invoices not compatible with the European standard on electronic invoicing will be issued by nkoda via the SABIS information system (<https://sabis.nbfc.lt/>) if functionality for foreign suppliers to issue invoices in English is available. The LMBA will accept electronic invoices, and process them, using the SABIS information system except if, in the event of mobilization, war or emergency, there are violations of the SABIS information system which make it impossible to communicate and exchange information between the parties using the SABIS information system.
- 5. Confidentiality and publicity**
- 5.1 Each party agrees to keep confidential, during the Licence Period and for five (5) years thereafter, and not to use for its own purposes (other than the implementation of the Licence Agreement, the EULA and/or these Licence Terms), nor without the prior written consent of the other party to disclose to any third party (except its professional advisers or to the extent required by any law or any court or regulatory body of competent authority), the terms and conditions of the Licence Agreement or any other information of a confidential nature (including trade secrets and information of commercial value) which may be disclosed to such party by the other party and which relates to the other party, unless such information (a) is public knowledge or already in the lawful possession of such party at the time of disclosure (b) subsequently becomes public knowledge other than by any breach of the Licence Agreement and/or these Licence Terms, any third party agreement or any applicable law (c) subsequently comes lawfully into the possession of such party from a third party without any restriction on its disclosure or (d) is independently developed by the receiving party, and such independent development can be shown by satisfactory written evidence. For the avoidance of doubt, the parties agree that the LMBA will publish nkoda’s Tender, the concluded Licence Agreement and any modifications to it, except for the information that nkoda indicated in the Tender as confidential and personal information, in the Central Public Procurement Information System (CVP IS).
- 5.2 Each party will also use all reasonable endeavours to prevent the unauthorised disclosure of such confidential information by its personnel.
- 5.3 Each party may refer to the other party in its advertising materials, and each party consents to the other party using its name and logo for such purposes (but each party will take reasonable steps to promptly stop any such use if the other party objects in writing to such use).
- 6. Intellectual Property Rights**
- 6.1 As between the parties, all Intellectual Property Rights in the Service, the App and the Content belong, and will at all times belong, to nkoda (and/or to its licensors). The LMBA acknowledges and agrees that it will not, and that the Authorised Institution will not, by virtue of the Licence Agreement or these Licence Terms, or the receipt and use of the Service, obtain or claim any right, title or interest in the Service, the App or any of the Content. All rights not expressly granted in these Licence Terms are hereby reserved on behalf of nkoda (and its licensors).
- 6.2 Subject to clause 6.3 of these Licence Terms, nkoda undertakes, at its own expense, to defend the LMBA and/or the Authorised Institution against, or (at its option) to settle, any claim or action brought against the LMBA, and/or the Authorised Institution, alleging that its receipt or use of the Service (or any part thereof), in accordance with the Licence Agreement and these Licence Terms, infringes the Intellectual Property Rights of any third party (a **Claim**), and nkoda



will be responsible for any reasonable losses, damages, costs (including legal fees) and expenses properly incurred by, or awarded against, the LMBA and/or the Authorised Institution in connection with any such Claim.

6.3 Clause 6.2 of these Licence Terms will not apply where the Claim in question is attributable to any use of the App or the Service (a) by the LMBA, or by the Authorised Institution, other than in accordance with the Licence Agreement and these Licence Terms (b) in combination with any hardware or software (including any non-current release of the App) which is not recommended, or is advised against by, nkoda, if the infringement would have been avoided by the use of the App or the Service not so combined or (c) by any Authorised User that is not in accordance with the EULA.

6.4 These Licence Terms, the Licence Agreement and the EULA govern the receipt and use of the Service (i) for practice, non-commercial research and education purposes and (ii) for performances if the work in question does not require a performance/hire licence (or if the necessary performance rights have already been obtained, in the case of a hire/rental work). Therefore, as applicable, the LMBA, the Authorised Institution and any relevant Authorised User(s) will need to enter into separate arrangements for parts rental and licensing performance rights, synchronization rights, mechanical rights, broadcast rights and other Intellectual Property Rights that are not covered by the Licence.

## 7. Artificial Intelligence

7.1 Subject to clause 7.2 of these Licence Terms, the LMBA and the Authorised Institution are expressly and strictly prohibited from conducting, facilitating, authorizing or permitting any text or data mining, or any web or data crawling or scraping, on or through (or otherwise in relation to) the App or the Service, including by using, or by permitting, authorizing, or attempting the use of, (a) any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process, or methodology, to access, obtain, copy, monitor, distribute, republish, or exploit, any data, content (including any musical works and associated literary works), information, or services, that is or are accessed or accessible on or through the App or the Service or (b) any automated analytical technique aimed at analysing text and data in digital form to generate information which includes patterns, trends, and correlations, in either case, for the purpose of (i) informing, training or developing any artificial intelligence or advanced machine learning model or generative AI technology in any form, software or application (ii) creating, developing, using or offering any Unauthorised AI Tool in, or in connection with, the App or the Service or (iii) offering or using any artificial intelligence technology that enables the creation of new audio and/or visual content (including via source separation) for, on or in connection with, the App or the Service, unless (in each and any such case) the Institution has prior authorisation from the applicable rightsholder(s).

7.2 Clause 7.1 of these Licence Terms does not prohibit the use of widely recognized and lawful search engines or their crawlers (or other automated devices/tools) that (a) use algorithms to determine which content to offer or display to users of the App and the Service (e.g. in recommending, ranking, surfacing or displaying content to such users) (b) index the App or the Service solely for the purpose of providing public search services and/or (c) otherwise operate within the bounds of the App's and/or (as applicable) the Service's robots.txt file, and other standard protocols governing automated access, to ensure responsible indexing and compliance with legal requirements.

## 8. Limitation of Liability

8.1 Nothing in the Licence Agreement or these Licence Terms will limit or exclude a party's liability for (a) death or personal injury caused by its negligence or that of its personnel (b) fraud or fraudulent misrepresentation or (c) any other act, omission, or liability which can't be limited or excluded by law.

8.2 Subject to clause 8.1 of these Licence Terms, neither party will have any liability to the other party, in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss, arising under or in connection with the Licence Agreement or these Licence Terms.

8.2 Except for (a) the LMBA's obligation to pay the Licence Fee to nkoda and (b) any breach by either party of clause 5, clause 6 and/or clause 7 of these Licence Terms, a party's total liability to the other party, in any 12-month rolling period, whether in contract, tort, breach of statutory duty or otherwise, and whether arising in connection with the Licence Agreement, these Licence Terms, the Content, the App and/or the Service, will be limited to GBP£10,000.

## 9. Termination

9.1 Without affecting any other right or remedy available to it, either party may terminate the Licence Agreement with immediate effect, by giving written notice to the other party, if (a) the other party fails to pay any amount due under the Licence Agreement on the due date for payment and remains in default for at least 14 days after being notified in writing to make such payment (b) the other party commits any other material breach of the Licence Agreement (including these Licence Terms) which is not remediable or (if such breach is remediable) the other party fails to remedy it within 30 days of being notified in writing to do so or (c) the other party is unable to pay its debts as they fall due, or is otherwise insolvent.

9.2 Without limiting the scope or generality of sub-clause 9.1 (b) of these Licence Terms, nkoda may terminate the Licence Agreement with immediate effect, by giving written notice to the LMBA, if (a) an Authorised User does not adhere to the provisions of the EULA and (b) the Authorised Institution fails to remedy that non-adherence, or to terminate the Authorised User's access to the Service, within thirty (30) days after being notified to do so in writing by nkoda.

9.3 LMBA may unilaterally terminate the Licence Agreement if it becomes aware that (a) nkoda should have been eliminated from the public procurement procedure pursuant to which the Licence Agreement was entered into (b) it should not have entered into the Licence Agreement in view of a serious infringement of the obligations under the Treaties and Directive 2014/24/ES that has been declared by the Court of Justice of the European Union in a procedure



pursuant to Article 258 TFEU (Treaty on the Functioning of the European Union) or (c) the circumstances referred to in Article 5k of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, as amended by Council Regulation (EU) No 2022/576 of 8 April 2022, occurred. In any such case, the LMBA will notify nkoda about the termination of the Licence Agreement, at least thirty (30) days in advance, and within sixty (60) days of such termination, nkoda will reimburse to the LMBA a *pro rata* proportion of the Licence Fee for the unexpired Licence Period.

9.4 The Licence Period and the Licence will terminate automatically on the termination or expiry of the Licence Agreement. Authorised Users will be unable to access Content through the Service after such termination or expiry.

## 10. Other Provisions

10.1 *Data protection*: each party will respect the regulations in force in its country or jurisdiction (and, where applicable, any local regulations) which apply to the collection, processing, storage and protection of personal data in connection with the Licence Agreement (including these Licence Terms), the EULA and/or the provision of the Service. The parties also undertake to process personal data in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, the Law on Legal Protection of Personal Data of the Republic of Lithuania, and other legal acts governing the processing and protection of personal data.

10.2 *Force majeure*: neither party will be in breach of the Licence Agreement (or any of these Licence Terms), nor liable for any delay in performing, or failure to perform, any of its obligations under the Licence Agreement (or any of these Licence Terms) if such delay or failure results from any circumstances beyond such party's reasonable control. In those circumstances, the affected party will be entitled to a reasonable extension of the time for performing such obligations, provided that, if the period of delay or non-performance continues for more than thirty (30) days, the unaffected party may terminate the Licence Agreement with immediate effect by giving written notice to the affected party.

10.3 *Assignment*: the LMBA will not (a) sub-license, assign or novate the benefit or burden of the Licence Agreement (including these Licence Terms) in whole or in part or (b) deal in any other manner with any or all of its rights and obligations under the Licence Agreement (including these Licence Terms), without the prior written consent of nkoda. nkoda may at assign, novate, charge or dispose in any other manner of any or all of its rights and obligations under the Licence Agreement (including these Licence Terms), provided that it gives written notice thereof to the LMBA.

10.4 *Sub-suppliers*: to provide the Service, nkoda will use the following sub-supplier: Microsoft Limited (Company Number: 01624297) Microsoft Campus, Thames Valley Park, Reading, Berkshire, RG6 1WG, United Kingdom, for hosting the servers on which (a) the Service will be operated and (b) Authorised Users' personal data will be stored and processed. nkoda undertakes to inform the LMBA about (a) any changes in the sub-supplier's name, contact information and/or representatives during the Licence Period and (b) any new sub-supplier(s) that nkoda intends to invoke or engage during the Licence Period.

10.5 *Variation*: any variation or amendment to the Licence Agreement or these Licence Terms will only be effective (a) if it is in writing and signed by, or on behalf of, each party or (b) if it is in writing and it has been made in accordance with Article 89 of the Law on Public Procurement of the Republic of Lithuania.

10.6 *Waiver*: no failure or delay by either party to exercise any right or remedy under the Licence Agreement (including any of these Licence Terms) or by law will constitute a waiver of that (or any other) right or remedy, nor prevent or restrict the further exercise of that (or any other) right or remedy, and no single or partial exercise of any such right or remedy will prevent or restrict the further exercise of that (or any other) right or remedy.

10.7 *Third party rights*: only the parties have the right to enforce the provisions of the Licence Agreement (including any of these Licence Terms). The rights of either party to terminate, rescind, vary or waive the Licence Agreement (including any of these Licence Terms) are not subject to any third party consent.

10.8 *Entire agreement*: the Licence Agreement (including these Licence Terms) contains the entire agreement between the parties in respect of the provision of the Service, and supersedes all prior agreements, arrangements and understandings between the parties in relation thereto. Each party (a) acknowledges that, in entering into the Licence Agreement, it has not relied on any statement, representation, assurance or warranty (whether made negligently or innocently) of the other party or any other person (a **Representation**) other than as expressly set out in the Licence Agreement (including these Licence Terms) and (b) agrees that the only remedy available to it, in connection with any Representation, will be for breach of contract.

10.9 *No partnership*: nothing in the Licence Agreement (including these Licence Terms) is intended, or will be deemed, to (a) form a partnership or joint venture between the parties (b) constitute either party as the agent of the other party or (c) authorise either party to enter into any commitment on behalf of the other party. Each party confirms that, in entering into the Licence Agreement, it is acting on its own behalf and not for the benefit of another person.

10.10 *Costs*: neither party will reimburse the costs incurred by the other party in relation to its participation in the negotiated public procurement procedure pursuant to which this Licence Agreement has been entered into by the parties.

10.11 *Counterparts*: the Licence Agreement can be signed in counterpart, by exchanging scanned or digitally/electronically-signed copies, each of which (when duly signed) will constitute a duplicate original, but all the counterparts will together constitute one and the same agreement.

10.12 *Governing law*: the Licence Agreement and these Licence Terms, and any dispute or claim in connection with the Licence Agreement and/or these Licence Terms, will be governed by, and construed in accordance with, English law. The courts of England will have exclusive jurisdiction to settle any such dispute or claim.

10.13 *Changes to VAT*: if, during the performance of the Licence Agreement, the legal acts regulating the payment of VAT



change in a way that directly affects the Licence Fee, the Licence Fee including VAT shall be recalculated according to the law without changing the Licence Fee excluding VAT. The recalculated Licence Fee shall be formalised by an amendment and applied from the date the new VAT rate enters into force and must be applicable. If the VAT rate increases, and the Authorised Institution has no available funding to cover the increased cost, at nkoda's option, either (a) the Licence Period shall be adjusted accordingly, or (b) this Licence Agreement shall be terminated, with a *pro rata* refund provided to the LMBA for the unused portion of the Licence Period.

- 10.14 *Member opt-out:* a member of the LMBA may opt out of this Licence Agreement during the Licence Period if there is no funding available to such member to pay for the Service. Notice of such a decision must be made at least thirty (30) days prior to the beginning of the next calendar year of the Licence Period, and will be effective at the commencement of the next calendar year. In the event a member of the LMBA opts out of this Licence Agreement in accordance with this clause 10.14, such LMBA member's Licence Fee will be deducted from the invoice for the calendar year in which such opting out is to be effective. Should the only Authorised Institution withdraw from this Licence Agreement before the end of the Licence Period, this Licence Agreement shall automatically terminate once the LMBA notifies nkoda as specified in this clause 10.14. The termination will take effect at the start of the next calendar year to which the withdrawal applies.

**SCHEDULE 2: TECHNICAL SPECIFICATION**

## SPECIFICATION OF THE PROCUREMENT OBJECT

### TECHNICAL SPECIFICATION

#### FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE RESEARCH DATABASE *NKODA*

##### *I. Background information*

1. The Lithuanian Research Library Consortium (hereinafter referred to as the LMBA or the Contracting Authority) wishes to procure the access to the Licensed Materials of the research database *nkoda* for the Authorised Users of the LMBA Authorised Institution listed in *Part III. Authorised Institution* herein.
2. During the validity period of the Licence Agreement, a contact person of the Contracting Authority on the issues of the Technical Specification, availability of the access and the databases administration shall be \_\_\_\_\_, Manager of Databases:  
E-mail: [\\_\\_\\_\\_\\_@lmba.lt](mailto:_____@lmba.lt); phone: +370 615 87104  
Lithuanian Research Library Consortium  
Saulėtekio av. 14  
LT-10223 Vilnius  
Lithuania
3. A contact person of the Supplier on the issues related to the availability of the access shall be indicated in the Supplier's Tender. The information about the contact person appointed by the Supplier shall be copied to the Licence Agreement. The contact information of other persons responsible for technical solutions, statistical data and administration can be sent at the e-mail address indicated herein above. If the data of the Supplier's contact person are changed, the Supplier shall provide in writing the updated information during the reasonable time period after the change of the data.

##### *II. Requirements for the scope of the services*

4. The Authorised Users of the LMBA Authorised Institution shall have access to the following Licensed Materials of the online research database *nkoda*:
  - 4.1. Not less than 140 of the world's leading music publishers (including Boosey & Hawkes, Breitkopf & Härtel, Bärenreiter, Ricordi, and the Wise Music Group) catalogues should be available via the *nkoda* app.
  - 4.2. The *nkoda* app consists of two areas: the Library and the Reader:
    - 4.2.1. The Library should offer:
      - 4.2.1.1. Not less than 135,000 editions from the catalogues of not less than 140 publishers.
      - 4.2.1.2. Instant access to both sales and rental performance parts, full scores, educational methods, and theory resources.
      - 4.2.1.3. Monthly updates to the catalogue, featuring both core repertoire and newly-composed works.
      - 4.2.1.4. Private or public playlist creation for classes, rehearsals, performances, and research.
      - 4.2.1.5. Extensive genre and style coverage, from classical and early music, to popular and contemporary works.
      - 4.2.1.6. Search and discovery tools, including a full index of composers and publishers.
      - 4.2.1.7. All content should be fully licensed, ensuring fair remuneration for publishers and creators and providing high quality, authoritative editions.
      - 4.2.1.8. Close partnerships with leading publishers should allow Supplier to fulfil specific

user requests and expand the catalogue in response to institutional needs.

4.2.2. The Reader should offer:

- 4.2.2.1. Offline mode should ensure reliable access when internet connection is limited or unavailable.
- 4.2.2.2. Performance mode should offer a distraction-free interface.
- 4.2.2.3. Compatible with Bluetooth pageturn pedals, allowing hands-free page turning.
- 4.2.2.4. Customisable annotation features for marking-up scores and parts.
- 4.2.2.5. Annotations, editions added to 'My Library', and playlists should be synced across devices.
- 4.2.2.6. Unlimited storage for personal PDF uploads.

4.3. Authentication: Authorised Users should be able to download *nkoda* to their personal devices and sign-in with the institution's authentication method - IP range authentication (including EZ Proxy) with Member Code to enable off-site access.

5. The Authorised Users of the LMBA Authorised Institutions indicated in Part III herein, shall have the online access to the Licensed Materials of the online research database *nkoda* **from the 1 January 2026 till 31 December 2028 (with possibility to opt-out in case of no funding for 2027 and/or 2028)**, 24 hours per day, 7 days per week, including weekends and days-off, except short periods of technical maintenance and repairs service or other unexpected downtime about which, when they are known, the Supplier shall in advance inform the Authorized Users. If an interruption of the access and use of the Licensed Material lasts for more than 5 consecutive days (after the LMBA has notified the Supplier about the lost access), the Supplier shall pay the LMBA a fine equalling to 0.02 percent of the Fee for each delayed day starting with the sixth delayed day after the notification to the Supplier. No fine will be paid for the accumulating periods of non-continuous interruptions or any interruption caused by any negligence or wilful misconduct by the LMBA or any Authorised Institution or Authorised User.
6. Upon coming into effect of the Licence Agreement, a Uniform Resource Locator (URL), as well as all other information deemed necessary for the availability of the access to this research database *nkoda* shall be sent to the Manager of Databases by the e-mail indicated in Item 2 herein.
7. The Supplier shall make available to the Authorized Institution usage statistics on at least a quarterly basis.

### III. Authorised Institution

8. The online access, including the remote access by the Authorised Users, to the Licensed Materials of the online research database *nkoda* shall be given to the unlimited number of the concurrent Authorised Users via the IP addresses of 1 (one) Authorised Institution – member of the LMBA set forth in the below Table:

No.	Institution	FTE	Address	IP addresses
1.	Lithuanian Music and Theatre Academy	1042	Tilto g. 16/6, LT-01101 Vilnius, Lithuania	193.219.48.128-192 193.219.139.213 81.7.95.155

9. Any of the IP addresses indicated in Item 8 herein can be adjusted. The Supplier shall be informed about the adjusted IP address by the Manager of Databases by e-mail by specifying the date of the adjustment of the IP addresses and providing for a time period of at least three business days to make the relevant technical modifications for assuring the access to the Licensed Material at the newly provided IP addresses. Should the IP addresses be adjusted prior to concluding the License Agreement, the new valid IP addresses of the Authorised Institution shall be entered into the Licence Agreement.

To: the Lithuanian Research Library Consortium

**TENDER FOR THE SERVICES OF SUBSCRIPTION  
TO THE ONLINE RESEARCH DATABASE 'NKODA'**

28 OCTOBER 2025

(Date)

**London**

(Place)

The Supplier's name <i>If a group of Suppliers is submitting the Tender, the names of all members of the group must be listed</i>	<b>NKODA LIMITED</b> <b>(UK Company Number: 09889486)</b>
The name, surname and position of the person responsible for the availability of the access	<b>Name:</b> <b>Position: Director of Operations</b>
Phone	<b>+44 7753 443 363</b>
E-mail	<b>@nkoda.com</b>

1. By this Tender we confirm that we accept all procurement conditions laid down by the Contract Documents of the negotiated procedure without prior publication.
2. We would like to propose the following services indicated in the Contract Documents:

**YEAR 2026**

No	Type of the service	Price in EUR, VAT exclusive	Price in EUR, VAT inclusive <sup>1</sup>
1	The services of subscription to the online database <i>nkoda</i> for the Authorised Users of the LMBA Authorised Institution named below, from 1 January 2026 till 31 December 2026:	<b>5,405.50 EUR</b>	<b>6,540.66 EUR</b>
1.1	Lithuanian Music and Theatre Academy (FTE: 1052)		
	<b>TOTAL for 2026:</b>	<b>5,405.50 EUR</b>	<b>6,540.66 EUR</b>

<sup>1</sup> The Supplier shall indicate the price, VAT inclusive, with regard to the VAT rate indicated under the Table. When the VAT rate is 0, the price excluding VAT shall correspond to the price including VAT.

**YEAR 2027**

No	Type of the service	Price in EUR, VAT exclusive	Price in EUR, VAT inclusive <sup>2</sup>
1	The services of subscription to the online database <i>nkoda</i> for the Authorised Users of the LMBA Authorised Institution named below, from 1 January 2027 till 31 December 2027:	<b>5,405.50 EUR</b>	<b>6,540.66 EUR</b>
1.1	Lithuanian Music and Theatre Academy (FTE: 1052)		
	<b>TOTAL for 2027:</b>	<b>5,405.50 EUR</b>	<b>6,540.66 EUR</b>

**YEAR 2028**

No	Type of the service	Price in EUR, VAT exclusive	Price in EUR, VAT inclusive <sup>3</sup>
1	The services of subscription to the online database <i>nkoda</i> for the Authorised Users of the LMBA Authorised Institution named below, from 1 January 2028 till 31 December 2028:	<b>5,405.50 EUR</b>	<b>6,540.66 EUR</b>
1.1	Lithuanian Music and Theatre Academy (FTE: 1052)		
	<b>TOTAL for 2028:</b>	<b>5,405.50 EUR</b>	<b>6,540.66 EUR</b>
	<b>TOTAL for 2026-2028:</b>	<b>16,216.50 EUR</b>	<b>19,621.97 EUR</b>

Total price of the Tender, VAT inclusive: **19,621.97 EUR**.

This amount includes all costs and all taxes, as well as the VAT which is: **3,405.47 EUR**.

The VAT rate is **21%**.

3. The Supplier shall issue the Invoices for the below indicated amounts payable for the following terms:

3.1. Instalment 1 – from 1 January 2026 till 31 December 2026: **6,540.66 EUR** (VAT inclusive).

3.2. Instalment 2 – from 1 January 2027 till 31 December 2027: **6,540.66 EUR** (VAT inclusive).

3.3. Instalment 3 – from 1 January 2028 till 31 December 2028: **6,540.66 EUR** (VAT inclusive).

<sup>2</sup> The Supplier shall indicate the price, VAT inclusive, with regard to the VAT rate indicated under the Table. When the VAT rate is 0, the price excluding VAT shall correspond to the price including VAT.

<sup>3</sup> The Supplier shall indicate the price, VAT inclusive, with regard to the VAT rate indicated under the Table. When the VAT rate is 0, the price excluding VAT shall correspond to the price including VAT.

4. We confirm that the content and scope of the proposed services comply with the *Requirements for the scope of the services* set forth in Annex 2 Part II of the Contract Documents.
5. We offer to provide the services for the institutions listed in Annex 2, Part III *Authorised Institutions* of the Contract Documents.
6. The Tender shall be valid for the time period set forth in the Contract Documents.
7. The following documents are enclosed with the Tender:

No.	Type of the document	Number of pages in the document
1.	Specification of the Procurement Object	Two (2)
2.	Supplier Declaration (Sanctions)	One (1)

8. To perform the Agreement, we intend to invoke the following sub-suppliers [NOT APPLICABLE] for this part of the Licence Agreement (name and address)
9. The Tender does not contain any confidential information.

Signed by: \_\_\_\_\_

**Director of Operations**  
**NKODA LIMITED**