Contract to participate in Book2Look

BETWEEN **Nielsen Book Services Limited**, registered in England and Wales, with NBSL number 00070437, whose registered office is at 3rd Floor, Station Place, Argyle Way, Stevenage, Hertfordshire, England, SG1 2AD, UK ("NBSL");

AND **PUBLISHER NAME** registered in **COUNTRY**, with company number **XXX**, whose registered office is at **ADDRESS** (the "PUBLISHER"), (together the "Parties").

1. Product and services

1.1. NBSL offers a web-based service (hereinafter referred to as "BOOK2LOOK") operated by Book2Look International GmbH ("B2L"), which serves as an online marketing tool for publishers to promote the books they publish, by use of "BIBLETS". NBSL asserts and confirms that NBSL is appointed and licensed by B2L to act as the exclusive distributor of BOOK2LOOK in the UK.

1.2. A BIBLET is a collection of book details (the "Data"), including, if desired, an excerpt from the text of a book (the "Content"), (as defined in Appendix 1) that can be browsed online. A BIBLET may also include a digital image of the book cover (an "Icon") specifically for display with the rest of the BIBLET where possible. All of the Data (and any Content or Icon) in a BIBLET is uploaded by participating publishers (in accordance with Clause 3), acting on their own legal and editorial responsibility, to a server operated by B2L for this purpose (hereinafter "B2L Server") and using an access account assigned to them by B2L through NBSL. From there, the Data (and any Content or Icon) will be displayed in the BIBLET and thus made accessible to the public when Internet users (hereinafter referred to as "users") select the corresponding BIBLET.

1.3. In keeping with their function as a marketing tool, BIBLETS are designed to be further disseminated by their users. BIBLETS can therefore be sent out by publishers and users as recommendations to third parties in the form of an email, and/or integrated into websites, social bookmarking sites and social networks (hereinafter collectively referred to as "third party services") insofar as the operator of the third-party services allow the corresponding integration (so-called "embedding").

1.4. Under the following contract terms prescribed by B2L, BOOK2LOOK participating publishers determine for themselves how many BIBLETS they will create, as well as what content they will make accessible to the public in this manner and release for dissemination by the user.

1.5. A BIBLET comprises the Data (and any Content or Icon) as constituted in a form held on, and made available through, the B2L Server. Each BIBLET created by a PUBLISHER is owned by the PUBLISHER, and the PUBLISHER has full control of the use of the BIBLET subject to the terms of this contract. For the avoidance of doubt B2L owns the B2L Server and the Software.

1.6. The PUBLISHER controls rights to books (and to Data, Content and Icons as appropriate) and wishes to participate in BOOK2LOOK. That being said, the Parties agree to the following:

2. Rights and responsibilities of the publisher

2.1. Subject to making the payments in accordance with Schedule A, the PUBLISHER has the right to create any number of BIBLETS using BOOK2LOOK during the contract term (see Clause 9) and, to that end, has the right to upload Data (and any Content or Icon) to the B2L Server, to integrate the BIBLETS created into its own website or third party websites and to make it publicly accessible to users for the purpose of further dissemination, all in accordance with the terms in Clause 3 regulating the BOOK2LOOK interface provided for this purpose.

2.2. The PUBLISHER itself determines what Data and Content or Icon it uploads to the B2L Server to be displayed in the BIBLETS and how long it wanted it to remain there, in accordance with the prevailing restrictions in Clause 3. All uploaded Data, Content and Icons can be revised, expanded or deleted (see 2.4 below) from the B2L Server at any time by the PUBLISHER.

2.3. Once Data and any Content or Icon is uploaded to the B2L Server and subsequently released for display in the corresponding BIBLETS, they are accessible to the public and can be utilised to the extent and manner described in Clauses 1.1 and 1.2. The PUBLISHER acknowledges and agrees that the Data and any Content or Icon it has uploaded to the B2L Server is intended for further dissemination by the user. The uploading of Data and any Content or Icon to the B2L Server and the resulting public access granted are the exclusive legal and editorial responsibility of the PUBLISHER.

2.4. Upon deletion of the Data by the PUBLISHER, the corresponding BIBLET will disappear from all websites where they have been integrated by users and/or the publisher. This does not affect the rights in or ownership of the Data, Content or Icon used in the deleted BIBLET, which remain with the PUBLISHER (or other rightsholder as appropriate).

3. Content-related and technical conditions for producing Biblets

3.1. BIBLETS may only be produced by the PUBLISHER under the following conditions:

> a) Each BIBLET generated by the PUBLISHER must contain all relevant elements of, and may not contain more than, the amount of Data (plus any Content or Icon) stated in Appendix 1;

> b) With respect to the Data, Content and any Icon uploaded to the B2L Server, the PUBLISHER asserts it has unrestricted control of all usage rights required for using this Data and any Content or Icon in the manner described in Clauses 1.1 and 1.2; and

> c) The PUBLISHER is not entitled to upload material to the B2L Server other than that described in Appendix 1. In particular, the PUBLISHER is not authorised to upload advertisements for unrelated products to the B2L Server.

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3.2. The PUBLISHER may upload their Data, Content and Icons in bulk directly to the ftp site provided by B2L through NBSL, or manually add Data field by field. Other automated means of uploading Data, Content and Icons may be made available to the PUBLISHER by NBSL during the course of the contract.

4. Conditions for integrating Biblets and icons into Publisher Selected Third Party Services

4.1. The PUBLISHER may not integrate BIBLETS into third party services that contain illegal content or offers and/or contain content or offers that originate from operators that could reasonably be considered to damage the image, reputation and/or status of BOOK2LOOK. In particular, the PUBLISHER may not integrate BIBLETS into websites that are, or express views that are, in the reasonable opinion of NBSL, politically extreme, defamatory, libellous, unlawfully threatening, unlawfully harassing or unlawfully discriminatory, or that contain obscene or pornographic content or content that could be harmful to children. B2L is entitled at any time to request the prompt removal of a BIBLET by the PUBLISHER from any third party service that contradicts the abovementioned terms. Publisher shall be afforded the right to defend its choice of website, which NBSL and B2L shall reasonably consider before taking any action to remove the BIBLET. In addition, NBSL is authorised, in the case of finding the third party website to be in contravention of the above terms, to immediately disable all data and content on the B2L Server that is linked to the BIBLET integrated into the third party service in question.

4.2. The PUBLISHER acknowledges that if, on receipt of an explicit written request from NBSL to remove a BIBLET from any third party website, the PUBLISHER does not comply with such request, then NBSL can accept no liability from any claims arising.

5. Remuneration

5.1. As remuneration for the use of BOOK2LOOK, NBSL will receive compensation from the PUBLISHER for each BIBLET produced by the PUBLISHER, for the duration of the contract term, as stated in Schedule A.

5.2. The PUBLISHER agrees to participate in BOOK2LOOK with the specific number of titles stated in Schedule A.

5.3. NBSL will issue an invoice for the charges set out in Schedule A, which shall be payable by the Publisher within 60 days of invoice date.

5.4. For the avoidance of doubt, except as provided for in Schedule A, the PUBLISHER shall not be subject to any further charges under this contract.

6. Rights guaranteed

6.1. NBSL warrants and represents that it is authorized to conclude this contract based on a corresponding agreement with B2L.

6.2. NBSL will indemnify the PUBLISHER against third-party copyright claims alleged against the PUBLISHER relating to the software underlying the BOOK2LOOK service (the "Software"). Notwithstanding the foregoing, NBSL will have no liability for any claim arising from (a) any PUBLISHER, third party or public content, data, software, equipment, components, or services or any other content, data, software, equipment or component not generated by NBSL, (b) any combination of the Software with content, data, software, equipment, components, services, tools or intellectual property not generated or provided by NBSL, if the cause of action would not exist but for such combination, (c) any modification of the Software by anyone other than NBSL, where such cause of action would not exist but for such modification, (d) any unauthorized use of the Software, and (e) willful infringement of the PUBLISHER. PUBLISHER shall: (i) notify the NBSL in writing as soon as practicable upon becoming aware of the third-party copyright claim made against it; (ii) not admit liability or agree to any settlement or compromise in relation to the third-party copyright claim without the NBSL's prior consent in writing (not to be unreasonably withheld or delayed); (iii) allow NBSL to assume exclusive conduct of the third-party copyright claim (which will include, but not be limited to the exclusive right to conduct any proceedings or action , or negotiate the settlement of the third-party copyright claim and to conduct all discussion and dispute resolution efforts in connection with the third-party copyright claim) provided that NBSL consults with PUBLISHER at appropriate stages of the third-party copyright claim; and (iv) at the NBSL's request and expense give the NBSL all reasonable assistance in connection with the third-party copyright claim.

6.3. The PUBLISHER warrants and represents that it is the owner or licensee of all rights required for using all Data it has uploaded to the B2L Server for the purpose of making the BIBLETS accessible to the public and available for further dissemination (hereinafter referred to as "Contractual Use"), as described in Clauses 1.1 and 1.2. The Publisher further warrants and represents that it controls rights to the uploaded Icons and Content (including text, graphics, illustrations, photos, etc), as well as the titles of the books in question, and all miscellaneous elements and components of the uploaded Data.

6.4. The PUBLISHER assumes sole responsibility for ensuring that the Data, Content and Icons it uploads to the B2L Server and the Contractual Use of said Data, Content and Icons does not violate legal terms (e.g. competition law, regulations for the protection of minors) or governmental restrictions and regulations, and that the Contractual Use of this Data, Content and Icons does not infringe on third-party rights (e.g. copyright and related rights, personal rights, trademark rights, other industrial property rights).

6.5. The PUBLISHER will indemnify NBSL upon first request against all claims alleged by third parties relating to the participation of the PUBLISHER in BOOK2LOOK and/or the Contractual Use of the data and content uploaded to the B2L Server by the PUBLISHER ("IP Claim"). NBSL shall: (i) notify the PUBLISHER in writing as soon as practicable upon becoming aware of the IP Claim made against it; (ii) not admit liability or agree to any settlement or compromise in relation to the IP Claim without the PUBLISHER'S prior consent in writing (not to be unreasonably withheld or delayed); (iii) allow the PUBLISHER to assume exclusive conduct of the IP Claim (which will include, but not be limited to the exclusive right to conduct any proceedings or action , or negotiate the settlement of the IP Claim and to conduct all discussion and dispute resolution efforts in connection with the IP Claim) provided that the PUBLISHER consults with NBSL at appropriate stages of the IP Claim; and (iv) at the PUBLISHER'S request and expense give the PUBLISHER all reasonable assistance in connection with the IP Claim.

6.6. In the event of enforcement of rights or claims by a third party relating to the contractual use of any Data, Content or Icon uploaded by the PUBLISHER to the B2L Server, NBSL has the right to request B2L to block or remove it from BOOK2LOOK pending final clarification of the legal situation.

7. Liability

7.1. NBSL assumes contractual and non-contractual liability to pay damages to the PUBLISHER only as and when:

    a) The damage is traced to a deliberate act or gross negligence on the part of NBSL or B2L; or

    b) The damage constitutes death or personal injury caused by even slight proven negligence on the part of NBSL or B2L.

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7.2.Under no circumstances will NBSL, B2L or PUBLISHER have any liability under this agreement or any schedule, or otherwise in connection with provision and use of Book2Look, for any indirect, special, incidental, consequential, exemplary, or punitive damages, damages for loss of profits, revenues, or business information, or damages for business interruption, cost of cover or cost of capital, even if NBSL, B2L or PUBLISHER has been advised in advance of the possibility of such damages. Unless otherwise prohibited by applicable law, neither NBSL, B2L nor PUBLISHER shall be liable for any claim brought more than 1 year after the cause of action has accrued. In the event applicable law does not permit such limitation or exclusion of liability, the subject limitation or exclusion of liability shall be deemed modified so as to be effective to the greatest extent permitted.

7.3.Except as specified in Clause 6.2 and 7.1 above, NBSL's total liability under this contract shall, in any event (to the maximum extent permissible under law) be limited to the sum of Payments paid by the PUBLISHER to NBSL as specified in Schedule A below.

7.4.Except as specified in Clause 6.5 above, PUBLISHER's liability shall be limited to the sum of Payments as specified in Schedule A. Nothing in this agreement shall exclude or restrict liability which cannot be excluded or restricted by the applicable law.

8. Protection of privacy

8.1. The contracting Parties undertake to observe legal provisions with regard to data protection.

9. Contract Term and Procedure for Termination

9.1. This contract is for an indefinite period of time, commencing from the Effective Date as specified below at the time of signature. Both Parties have the right to terminate the contract by providing at least 6 months' notice before the end of any calendar year.

9.2. Either Party may terminate this contract forthwith by written notice to the other if the other Party is in material breach of its obligations hereunder, and does not remedy the same (if it is capable of remedy) within thirty (30) days of notice of such breach being given by the Party not in default.

9.3. This contract may be terminated by either Party forthwith if a bankruptcy petition or receiving order is issued or made against the other Party or the other Party goes into liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction) or suffers the appointment of a receiver of any or all of the property or assets of the other party or the appointment of an administrator or makes any deed or arrangement with or composition for the benefit of any creditors of the other Party.

9.4. The obligation of the PUBLISHER to provide compensation for BIBLETS that have already been produced and made available, remains unaffected by the termination of the contract. 9.5. Upon termination of the contract – for whatever reason – all BIBLETS uploaded by PUBLISHER to the B2L Server will be deleted and no longer exist, will thus be excluded from further representation in the BIBLETS and through BOOK2LOOK. For the avoidance of doubt, the deletion of BIBLETS effected by termination of the contract does not affect the rights in or ownership of the Data, Content or Icon used in the deleted BIBLET, which remain with the PUBLISHER (or other rightsholder as appropriate), or the rights in or ownership of the B2L Server or the Software, which remain with B2L.

10. Miscellaneous

10.1. NBSL has the right at any time to transfer this contract with all rights and obligations to B2L and will inform the PUBLISHER accordingly in the event of such a transfer.

10.2. During the contract term, NBSL has the right to name the PUBLISHER as a client in the context of BOOK2LOOK promotion in ads, online, on flyer and informational brochures.

10.3 This contract, along with its appendices, renders the contractual agreements between the Parties final and supersedes any previous agreements the Parties pertaining to the subject matter of the contract. Subsidiary agreements, even in verbal form, shall not be made. Changed or additions to this contract (including this clause) must be received in writing.

10.4. Should any of the provisions of this contract be or become invalid or unenforceable, the effectiveness or viability of remaining provisions will remain unaffected. In this case, the Parties will agree upon a provision that is as close as possible to the invalid or unenforceable provision.

10.5. In the event of any dispute arising out of or relating to this contract or its subject matter not being settled in good faith by the Parties, both Parties irrevocably submit to the exclusive jurisdiction of the English Courts. This contract will be interpreted in accordance with the laws of England.

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