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The Services may include: (a) information about books including without limitation, their author, title, date of publication, volume and value of sales for such books ("Information"); (b) data dictionaries, metadata, ISBN numbers, reference tools, data methodologies, data attributes/characteristics and flat files ("References"); (d) Internet portals, web sites, access and analytic tools, licensed systems and software ("Technology Services"); or (e) other intellectual property including images ("Property").

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**Disclosure.** Subject to Client taking full responsibility for such disclosure, Client may, during the Term, disclose limited excerpts of Information ("Limited Excerpts") in trade and consumer advertising; annual and financial reports; and for product promotion. Limited Excerpts may not be of such quality or quantity as to have an independent commercial value. Any disclosure must be accurately sourced to Nielsen and not misleading.

**References.** Client may only use References as necessary for permitted uses of Information but must obtain a separate licence from Nielsen for other use. Client may not disclose References to any third party, and may not use References in any way detrimental to or competitive with Nielsen.

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**Software Maintenance/Support.** Maintenance and support means the offering of telephone or email support during Nielsen's regular support hours in the local country and updates incorporating minor enhancements. Updates do not include changes in the basic functions or output of the Software or the addition of new functions. Maintenance and support is for the latest version of Software made available by Nielsen to Client. For a reasonable time during transition to a new version, Nielsen shall continue to support the previous version. Upon receipt of a new release of the Software, Client will destroy all copies in Client's possession of the prior version of such Software.

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**Personal Data:** Client may be required to provide certain information about their employees when these employees sign up for the Services, including first and last names and email addresses. Nielsen shall comply with relevant data protection and privacy laws in the United Kingdom. Nielsen does not use or share this information with anyone outside of Nielsen unless required to satisfy laws, regulations, or governmental or legal requests for such information or to operate the Services properly and securely.

**Term; Termination.** The Agreement remains in effect for the Term. Nielsen may terminate a Service on 30 days' written notice if it is terminating that Service to all similar clients. Either party may terminate the Agreement in the event of a material breach by the other party that remains uncured after 30 days following notice, or in the event the other party becomes the subject of a proceeding in bankruptcy/insolvency or its equivalent or is unable to pay its debts as they fall due. If the Agreement ends in the middle of a reporting period Nielsen shall provide Services and Client shall pay for the remainder of the reporting period. Client will cease to use and return or destroy all copies of Software and databases containing Information or References within 30 business days after termination of the Term. Client is not obliged to delete Information or References to the extent it has been extracted for use with other Client-generated information and incorporated in Client's internal records in the normal course of business.

**Changes to Services; Changes to Charges.** Nielsen may from time to time make minor changes to a Service. Nielsen may make a material change to a Service and adjust the charge, or, if the cost of providing a Service increases, may increase the charge for the Service, on 30 days' written notice. Client may refuse to accept a materially changed Service or increased charge, in which case the Service shall be terminated on the effective date of the change.

**Billing, Taxes.** Invoice terms are net 30 days. Interest accrues on late payments at the rate of 4% per annum above the base lending rate from time to time of HSBC Bank plc. Nielsen may suspend Services until all undisputed invoices are paid. Client is responsible for value-added, sales and similar taxes on Services.

**Accuracy etc.** Client acknowledges that Information includes estimates, based on projections using statistical procedures Nielsen deems appropriate and is subject to timely and accurate receipt of raw data from various sources. Information is subject to inherent coverage, error rate and other statistical factors. The Services may be subject to reasonable delays or reissue due to maintenance, updates, downloading, errors, or review. Nielsen makes no other warranty regarding the Services.

**Limitation of Liability.** Nielsen's liability for failure to provide a particular part of the Service is limited to the Charges attributable to that part of the Service. Nielsen's aggregate liability pursuant to this Agreement and any Order Form is limited to the greater of £1,000 and the charges paid for a particular Service. Nielsen does not exclude any liability that it may not legally exclude. Nielsen excludes liability for any loss or damage arising from any disclosure by the Client of the Services. Nielsen will not otherwise be liable, in contract, tort (including negligence) or otherwise, for any direct, indirect, consequential or other loss, expense or damage of any kind. Neither party shall be responsible for delays, failures or omissions due to any cause beyond its reasonable control.

**Confidentiality.** Confidential Information may be disclosed between the parties during the Term. "Confidential Information" means any confidential or trade secret information disclosed, either orally or in writing, including the content of the Services and the terms of this Agreement, that is not: (a) in the public domain; (b) lawfully obtained from a third party without an obligation of confidentiality; (c) lawfully known to the receiving party prior to disclosure by the other party; or (d) independently developed by the receiving party. Each party will keep confidential all Confidential Information of the other party and will destroy or return to the other party all Confidential Information upon termination or expiration of this Agreement.

**Subcontracting.** In connection with this Agreement, Nielsen may use subcontractors that are bound by strict confidentiality obligations. Nielsen remains fully responsible for subcontractors' performance in accordance with this Agreement.

**Entire Agreement.** Any purchase order or similar document received from Client shall be for billing reference only and shall not take precedence over this Agreement. This Agreement constitutes the entire agreement between the parties in relation to its subject matter.

**General.** All obligations concerning confidentiality, liability, indemnification and uses of the Services and content survive termination. This Agreement and the parties' rights and duties shall be interpreted and applied in accordance with the laws of England and be subject to the exclusive jurisdiction of the courts of England and Wales.