

BOOK2LOOK SERVICE

Terms and Conditions

These Terms and Conditions together with the Nielsen Terms of Service (collectively, "Terms") govern the use of the BOOK2LOOK Service.

1. Product and Services

- 1.1 Nielsen Book Services Limited ("NBSL") offers a web-based service (hereinafter referred to as "BOOK2LOOK") to you, as an authorized representative of the publisher or entity licensing BOOK2LOOK and/or authorized user (each, a "User"). BOOK2LOOK is operated by Book2Look International GmbH ("B2L") and 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, Ireland, India, New Zealand and a distributor in US and Australia.
- 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"), 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 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.
- 1.4 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 User is owned by the User, and the User has full control of the use of the BIBLET subject to these terms and conditions. For the avoidance of doubt B2L owns the B2L Server and the underlying software relating to BOOK2LOOK ("Software").

2. RIGHTS AND RESPONSIBILITIES OF THE USER

- 2.1 Subject to making the payments, the User has the right to create any number of BIBLETS using BOOK2LOOK during the term of subscription 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 User 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 User.
- 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 User acknowledges and agrees that the Data and any Content or Icon it has uploaded to the B2L Server is intended for further dissemination. 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 User.

- 2.4 Upon deletion of the Data by the User, 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 User (or other rights holder as appropriate).

3. CONTENT-RELATED AND TECHNICAL CONDITIONS FOR PRODUCING BIBLETS

- 3.1 BIBLETS may only be produced by the User under the following conditions, or other conditions as set forth on B2L's website:

- (a) Each BIBLET generated by the User must contain all relevant elements of, and may not contain more than, the amount of Data (plus any Content or Icon) as set forth in Clause 3.3. below and based on pricing of BOOK2LOOK;
- (b) With respect to the Data, Content and any Icon uploaded to the B2L Server, the User 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 User is not entitled to upload material to the B2L Server other than that described in Clause 3.3 below. In particular, the User is not authorised to upload advertisements for unrelated products to the B2L Server.

- 3.2 The User 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 User by NBSL during the course of the contract.

- 3.3 Each BIBLET contains the following data and content in the following formats:

- Cover image as 72 dpi jpg (ICON)
- Excerpt as PDF (length determined by User – we recommend at least 15 pages)
- Book Titles
- Subtitle (where applicable)
- Series Title (where applicable)
- Author
- User/Imprint
- Publication date (month/year)
- ISBN
- Category/section, under which the title should be classified, eg BIC or Thema subject categories – multiple entries possible and useful
- Tags/key words, under which the title can be found online – multiple entries possible and useful

4. CONDITIONS FOR INTEGRATING BIBLETS AND ICONS INTO User SELECTED THIRD PARTY SERVICES

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

5. RIGHTS GUARANTEED

- 5.1 The User 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 User 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.
- 5.2 The User 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).
- 5.3 The User will indemnify NBSL upon first request against all claims alleged by third parties relating to the participation of the User in BOOK2LOOK and/or the Contractual Use of the data and content uploaded to the B2L Server by the User ("**IP Claim**"). NBSL shall : (i) notify the User 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 User's prior consent in writing (not to be unreasonably withheld or delayed); (iii) allow the User 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 User consults with NBSL at appropriate stages of the IP Claim; and (iv) at the PUBLISEHR'S request and expense give the User all reasonable assistance in connection with the IP Claim.
- 5.4 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 User 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.

6. GOVERNING LAW

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.