

NIELSEN BOOKDATA ENHANCED SERVICE

Terms and Conditions

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

1. Definitions

"Nielsen" means Nielsen Book Services Limited, trading as Nielsen BookData;

"we", "us" and "our" refer to Nielsen;

"User and/or Publisher" means an authorized representative of the publisher or entity participating in the Enhanced Service provided by Nielsen;

"You" and "your" refer to the User;

"Acceptable Form" means any acceptable means by which you can provide details of your titles to us, as listed in the "Supplying data and images" section on the Nielsen marketing website;

"Basic Bibliographic Data" means ISBN, title, contributor, publisher, etc;

"End Date" means the expiration date of your subscription to the Enhanced Service.

"Enhanced Data" means any extended and descriptive data, namely: short and long descriptions, contents lists, author biographies, reviews, and promotional information, related to your titles;

"Nielsen Data" means our bibliographic database and attendant products and services, and includes Enhanced Data, Basic Bibliographic Data and commercial information about your titles.

"Nielsen marketing website" can be found at www.nielsenbookdata.co.uk, as may be updated from time to time;

"Party" and "Parties" means either or both of us (Nielsen) and you (the User and/or Publisher);

"Record" means textual and/or numeric data describing a single book or other publication or product.

"Start Date" means the start of your fixed rate subscription to the Enhanced Service.

"Your Information" means all information you supply for your publications, including Basic Bibliographic Data and Enhanced Data as applicable.

2. Information supply

- 2.1 You undertake to supply Your Information to us, in an Acceptable Form, about any of your publications ("Eligible Publication") which satisfies the criteria for inclusion in our book information services. Your Information shall, for the purposes of these Terms, be deemed to include any information about any of your publications that you may have supplied to us in the past.
- 2.2 You may also supply to us, in an Acceptable Form, a front cover or jacket, or image thereof, ("Cover") of any Eligible Publication for which you have supplied information to us. Covers shall, for the purposes of these Terms, be deemed to include any Cover of any of your publications that you may have supplied to us in the past.
- 2.3 Details of our criteria for inclusion (the type of material we will list on our database and in our products) can be found in the "Supplying data and images" section of the Nielsen marketing website.

3. Services

3.1 In consideration for your single payment to us, we undertake, for the term of your subscription:

- (a) To enter into our bibliographic database full bibliographic Records ("Your Records") for your Eligible Publications based on Your Information;

- (b) For all of Your Records, to include all of the Enhanced Data as provided, and we will not edit or amend content in Your Information except under the provisions of paragraph 7.3 below or where content is of excessive length;
- (c) To include in our relevant products and services (subject to eligibility and selection criteria), all of Your Records including all of the Enhanced Data as is appropriate or selected for such products and services;
- (d) To update Your Records on our bibliographic database and in our relevant products and services if you notify us in an Acceptable Form of a material change to Your Information;
- (e) To enter into our image database and include in our relevant products and services an electronic image of any Cover which you have supplied to us in an Acceptable Form;
- (f) To exclude from any subsequent issues of our products and services any of Your Records, or any of your Covers, in the event that you inform us in writing that, for legal or other reasons, you wish such Record(s) or Cover(s) to be withdrawn;
- (g) To provide you with access to a webpage, if applicable, allowing you to view Your Records and enter requests for changes and additions to Your Records;
- (h) If so requested in writing, to provide you with access to Nielsen BookData online services at a preferential rate for Enhanced Service publishers; and
- (i) If so requested in writing, to provide you from time to time with a list of key clients in the UK and worldwide to whom Your Records are distributed, pursuant to such clients' consent.

4. Licence

- 4.1 By providing Your Information to us, you grant us a perpetual, irrevocable licence to retain Your Information indefinitely, and, subject to sub-paragraph 3(g), to use Your Information worldwide, without restriction and at our sole discretion, for the purpose of providing information about books and other publications to our clients and for any other purpose reasonably connected with the sale and supply of books, in such form and format as we may elect in the ordinary course of our business;
- 4.2 By providing Covers to us, you license us to retain electronic images of said Covers indefinitely, and, subject to sub-paragraph 3(g), to use such images worldwide, without restriction and at our sole discretion, for the purpose of providing information about books and other publications and for any other purpose reasonably connected with the sale and supply of books, in such form and format as we may elect in the ordinary course of our business; provided that:
 - (a) We recognise that copyright in your Covers remains at all times with yourselves and/or your licensors,
 - (b) We will not alter, modify or distort an image of a Cover in any way other than by enlarging or reducing a complete image, or converting a complete image from one digital storage format to another, and
 - (c) We will use only an image of the complete Cover as supplied to us;

5. Warranty and Indemnity

- 5.1 By supplying us with Your Information and/or Covers you warrant that (a) you are entitled to and have, and will continue to be entitled to and have, all necessary rights (including patent, trademarks and copyrights) to supply us with Your Information and/or such Covers, (b) your performance under the Agreement does not and will not materially conflict with, violate or result in a breach of any provision of any government or court order, judgment or decree, or with any other contract or agreement to which you may be bound, and (c) the performance of your obligations under the Agreement, including the collection, compilation and transfer of Your Information and Covers to us and the subsequent use of Your Information and Covers by us and our clients as authorised by this Agreement, will not violate and will at all times be in compliance with all applicable laws, rules and regulations, applicable industry best practices, and rights of third parties and privacy policies.

- 5.2 You undertake to fully indemnify us and hold us harmless from and against any and all loss, damage, liability and costs, including reasonable legal fees, arising from any claim brought against us on the basis that any material supplied by you to us, (including, without limitation, Your Information or Covers), is defamatory or misappropriates or infringes the copyright or other intellectual property rights of a third party or that you have breached any warranty set forth above.

6. Termination

- 6.1 The Enhanced Service may be terminated before due expiry at the end of your Enhanced Service Year only as follows:
- (a) Either Party may terminate immediately by written notice if the other Party commits any material breach of these terms or conditions and fails to remedy such breach within thirty (30) days after receiving written notice of such breach; or
 - (b) Either Party may terminate if the other Party becomes bankrupt, or insolvent, or passes a resolution for winding-up, or has a provisional liquidator or administrator or an administrative receiver appointed over the whole or any part of its undertaking, property or assets.
 - (c) Nielsen may terminate if it is terminating the Enhanced Service to all publishers.
 - (d) User may terminate the Enhanced Service by providing written notice to Nielsen at least thirty (30) days prior to the End Date; provided, however, that User shall not be entitled to any refund and will be charged the fixed fee for the subscription term.
- 6.3 Early termination of your Enhanced Service shall be without prejudice to any other rights or remedies that either you or we may be entitled to hereunder or at law and shall not affect any of your or our accrued rights or liabilities.

7. General

- 7.1 You acknowledge that all intellectual property rights in Nielsen Data are owned by us or (where relevant) our third-party suppliers.
- 7.2 We reserve the right to make changes to these Terms at any time.
- 7.3 We reserve the right to remove any of Your Records, and/or any part of Your Information (including if necessary Enhanced Data), and/or Covers from our database(s) and/or our products if we consider, in our reasonable opinion, that it/they may be unlawful, fraudulent, libellous, defamatory, obscene or likely to cause offence.
- 7.4 The interpretation, construction and effect of these Terms shall be governed by and construed in all respects in accordance with the laws of England and the Parties hereby submit to the exclusive jurisdiction of the English Courts.