

ONLINE SPONSORED SUBSCRIPTIONS

TERMS AND CONDITIONS

1. Definitions

The words and phrases in the left-hand column and/or defined in bold on the attached Term Sheet will bear the corresponding meanings when they are used in these Terms and Conditions.

2. Payment

On payment of the Fee, Wiley agrees to provide the Sponsor with access codes for the provision of Subscriptions and the Wiley Services for the Subscription Term. Payment shall be made in accordance with the Term Sheet.

3. Subscriptions and Associated Services

- a) Wiley shall provide access to the Subscriptions in the manner set out in the Term Sheet.
- b) The date for the distribution of such access code or the set-up of such TPS link shall in any event not be earlier than four weeks following the date on which Wiley receives the initial milestone payment as set out in the Term Sheet.
- c) For access code subscribers, the acceptance of the subscribers of the complimentary subscription shall be subject to their registration and activation of a Wiley Online Library (“WOL”) account and their acceptance of the terms and conditions of WOL – <http://onlinelibrary.wiley.com/termsandconditions>.
- d) Wiley shall deliver the Wiley Services as set out in the Term Sheet. The Sponsor acknowledges that the ability of Wiley to continue to send email alerts or eTOCs to subscribers shall be subject to the subscriber’s personal email preferences and subject to correct email addresses being provided.

4. Cancellation

- a) If the Sponsor wishes to cancel the Subscriptions and/or Wiley Services, it must give Wiley 90 days’ notice in writing. Wiley may terminate this agreement on giving the Sponsor six months’ notice in writing.
- b) In the event of cancellation by the Sponsor, for Subscriptions of one year or less, the Fee shall be non-refundable. For Subscriptions of more than one year, all amounts paid by the Sponsor to date shall be non-refundable and the Sponsor agrees to pay

an amount equal to 50% of the remaining Fee which would be payable if the Sponsor had continued to be provided with the Subscriptions and the Wiley Services for the remainder of the Subscription Term. The Sponsor acknowledges that as a result of accepting these Terms and the Subscriptions and Wiley Services for the period specified, that the Sponsor has received a discount and that on early termination, the Sponsor will be required to pay the additional 50% as liquidated damages and not as a penalty.

5. Changes

Should the number of subscriptions or other specifications to the original Term Sheet change ("Specification Change"), either at the request of the Sponsor or because of changes proposed by Wiley, then Wiley will advise the Sponsor of both the change in Fee for the Specification Change and a summary of these changes.

6. Privacy

- a) If the Sponsor provides any personal information to Wiley pursuant to this Agreement, including but not limited to names, email addresses, contact details of proposed subscribers ("Personal Information"), the Sponsor warrants and represents that it has obtained all consents as required under all relevant laws in order to transfer such information to a third party, including overseas transfers, and will be required to sign a List Provider Agreement with Wiley, in Wiley's standard form. If the Sponsor requests any usage reports with individualised information, the Sponsor warrants and represents that it has received the necessary informed consent of all proposed subscribers for Wiley to collect the requested information on behalf of the Sponsor.
- b) Wiley warrants that it shall only use any personal information provided for the purposes of this Agreement and in accordance with the terms and conditions of WOL. Wiley shall treat all personal information in accordance with the Wiley privacy policy found at <http://www.wiley.com/go/privacy> as it is updated and amended from time to time.

7. Publication of Material

- a) The Sponsor grants Wiley a worldwide, royalty-free, irrevocable license to publish any advertising copy or materials, logos and trademarks as submitted by Sponsor for the purpose of providing any of the Wiley Services (the "Sponsor Advertising Materials"). The Sponsor warrants that it has the right to grant this license.
- b) Wiley acknowledges that it does not obtain any intellectual property rights in the advertising material, copy or logos or trademarks of the Sponsor in the form as they are provided to the Wiley. If Wiley creates any advertising materials on behalf of the Sponsor (the "Wiley Advertising Materials") as part of the Wiley Services, such materials shall be approved by the Sponsor and Wiley grants to the Sponsor a non-exclusive, non-assignable, royalty free license to utilise and distribute the Wiley Advertising Materials to the public.

- c) The Sponsor warrants that publication of any the Sponsor Advertising Materials and the Wiley Advertising Materials as approved by the Sponsor, will not breach or infringe any competition or consumer laws, any drug or medical advertising or regulatory requirements, any copyright, trademark or obligation of confidentiality or privacy, any law of defamation or obscenity, or any other law or regulation of the country in which this agreement is governed by or of the country in which the primary audience of the material is located. Wiley reserves the right to refuse or withdraw from publication any Advertising Material (whether provided by the Sponsor or Wiley) at any time in Wiley's sole discretion if it considers that there is any breach or potential breach.

8. Warranties & Limitation of Liability

- a) Wiley makes no other warranties as to the Subscriptions or Wiley Services, including regarding the availability of internet sites and excludes all implied conditions and warranties from these Terms, apart from any condition or warranty which cannot be excluded by the operation of law. To the extent allowable by law, Wiley limits its liability for any breach of any non-excludable condition or warranty, at Wiley's option, to the resupply of the Subscriptions or Wiley Services or the payment of the cost of their resupply.
- b) The Sponsor shall indemnify and hold Wiley harmless from and against any damages, losses, costs and fees (including reasonable attorney's fees) resulting from any breach of the Sponsor's warranties or representations under this Agreement.
- c) Wiley will not be liable for any delay or failure to provide the Subscriptions or Wiley Services caused by a factor outside Wiley's reasonable control (including but not limited to any act of God, war, breakdown of plant, industrial dispute, electricity failure, internet or telecommunications unavailability, governmental or legal restraint).

9. General

- a) All notices and requests in connection with this Agreement shall be made in writing and shall be treated as given when (i) personally delivered, (ii) sent by facsimile (provided a confirmatory hard copy is sent by courier or first class post on the date of transmission); (iii) sent by internationally recognised overnight courier service, with written verification of receipt, or (iv) mailed, postage prepaid by certified or registered mail, return receipt requested, to the party to be notified, and all notices will be addressed to the Designated Contacts on the Term Sheet, with a copy addressed to EVP and General Counsel, John Wiley & Sons Inc, 111 River Street, Hoboken, NJ, 07030-334, USA.

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- b) Notwithstanding any other term in this Agreement, neither Party's delay or failure to perform any provision of this Agreement due to Force Majeure will be deemed to be, or to give rise to, a breach of this Agreement. The Party claiming Force Majeure will provide written notice of the circumstances (where possible) and will be entitled to a reasonable extension of time for performing such obligations. Where Wiley is claiming Force Majeure, Wiley will be entitled to implement a reasonable alternative where practical under the circumstances, and if its inability to perform continues for more than 30 days or it is inadvisable or commercially impractical to perform due to Force Majeure, Wiley may terminate the Agreement without penalty or charge, on written notice, and Wiley's performance will be fully excused. "Force Majeure" means circumstances beyond the control of either Party (including, without limitation, war; civil disorder; strike; flood; fire; storm; accident; terrorism; governmental restriction; infectious disease; epidemic; pandemic; embargo; power, telecommunications or Internet failures; damage to or destruction of any network facilities; the enactment of any law, executive order, or judicial decree; or any other circumstance beyond a Party's control whether similar or dissimilar to the foregoing).
- c) Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party, except as expressly provided in this Agreement.
- d) This Agreement is personal to the Sponsor and may not be assigned without the prior written consent of Wiley. Subject to the foregoing, this Agreement shall inure to the benefit of the subsidiaries, successors and permitted assigns of the Parties. Wiley may at any time assign, transfer, charge, subcontract or delegate or deal in any other manner with any or all of its rights and obligations under this Agreement, including to any person, or organisation including any associated entity.
- e) This Agreement constitutes the entire agreement and complete understanding of the Parties and supersedes all other agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter of this Agreement.
- f) No modification, variation or amendment of any provisions of this Agreement will be valid unless in writing and signed by both Parties (whether by hand or digital or electronic signature).

- g) If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legally valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision. In the event that the Parties cannot agree, the relevant provision will apply with the minimum modification necessary to make it legal valid and enforceable.
- h) This Agreement may be executed in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all the counterparts shall together constitute the Agreement. The Parties also consent to execution and delivery of the Agreement electronically and the Parties agree that an electronic signature shall be given the same legal force as a handwritten signature.
- i) As used in this Agreement, “including” means “including but not limited to” and is not a limiting term.
- j) The Sponsor irrevocably accept these terms and conditions, which shall prevail over any terms and conditions stated on the Sponsor’s order form or in any purchase order. In the event of a conflict between these terms and conditions and the Term Sheet, the Term Sheet shall prevail.
- k) This Agreement, including the Term Sheet and the Terms and Conditions are governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws rules and shall be subject to the exclusive jurisdiction of the courts of New York County, New York. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party is entitled to recover its reasonable attorney’s fees, costs and other expenses.

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