

# MICROSITES - TERMS AND CONDITIONS

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## 1. *Application and Definitions*

- a) *These Terms and Conditions and those included in the Term Sheet (together the “Agreement”) apply to all orders placed by sponsors (“Sponsor”) for services regarding the production of sponsored microsites (“Microsites”) to be provided by John Wiley & Sons Inc and/or its subsidiaries as set out in the Term Sheet (“Wiley”). The words and phrases in the left-hand column and/or defined in bold on the Term Sheet will bear those meanings when they are used in these Terms and Conditions.*
- b) *“**Defect**” means a defect, error or bug having an undisputed material adverse effect on the appearance, operation or functionality of the Microsite, but excluding any defect, error or bug caused by or arising as a result of (i) an act or omission of the Sponsor, or an act or omission of one of the Sponsor’s employees, officers, agents, suppliers, sub-contractors or end users; or (ii) an incompatibility between the Microsite Specifications and any other system, application, program or software not forming part of the environment for use in which the Microsite has been designed.*
- c) *“**Intellectual Property Rights**” means all patents, inventions, copyrights and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual and industrial property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.*
- d) *“**Launch Date**” shall mean, subject to Section 2(b), the date on which the Microsite becomes available to the public.*
- e) *“**Microsite**” means an individual web page or small cluster of pages which are meant to function as a discreet entity within an existing website and, in the context of this Agreement, shall be developed and customized for the Sponsor in accordance with the terms of this Agreement and the Microsite Specification.*

- f) **“Microsite Content”** means the content, comprising of either Sponsor Content or Wiley Content (as defined in Sections 7(b) and 7(c)) or both, whether provided to Wiley by the Sponsor or used by Wiley from time to time for incorporation in the Microsite as set out in the Microsite Specification or as otherwise agreed between the parties.
- g) **“Microsite Specification”** means the specifications and functionality for the Microsite as set out in the Term Sheet or as further agreed between the parties.
- h) **“Services”** means the design and development, hosting and maintenance (where applicable) of the Microsite and any related services to be provided pursuant to this Agreement.
- i) **“User(s)”** means a user of the Microsite.

## 2. **Wiley’s responsibilities**

- a) Wiley shall (i) design, develop and deliver the Microsite for the Sponsor in accordance with the Microsite Specification, which shall include the Microsite Content; and (ii) provide the Services during the Term.
- b) Wiley shall use reasonable endeavours to deliver the Microsite in accordance with the Delivery Dates. Notwithstanding, Wiley shall be entitled to an extension of time proportionate to the period of delay where such delay or failure is caused, in whole or in part, by (i) a change request initiated by either party pursuant to section 6, (ii) the acts or omissions of the Sponsor or its employees or agents, or (iii) the occurrence of an event of Force Majeure as set out in section 17(b). Provided that Wiley has delivered a Microsite that accords in all material respects with the Microsite Specification, in the event that the Sponsor unreasonably withholds or delays Acceptance (as defined in clause 3 below) or delays the launch of the Microsite for more than 30 days following its Acceptance, or cancels the launch of the Microsite, the Launch Date shall be deemed to have occurred 30 days after Wiley notifies the Sponsor that the Microsite is ready for launch.

## 3. **Sponsor’s Responsibilities**

- a) The Sponsor shall use all reasonable endeavours to perform its obligations within the time periods set out in this Agreement.
- b) Upon Wiley’s reasonable request, the Sponsor shall provide to Wiley, its successors, assigns, sub-contractors or other legal representatives, all cooperation and assistance required for Wiley’s implementation or perfection of the Services.

- c) *The Sponsor shall be responsible for the accuracy and completeness of the Microsite Content that it provides to Wiley.*

#### **4. Acceptance & Defects**

- a) *Acceptance of the Microsite (“Acceptance”) shall be confirmed in writing by the Sponsor within 10 days of delivery of the final Microsite and shall be confirmed on the basis that the Microsite has met all the Microsite Specifications (and if any acceptance tests are agreed upon in writing by the Parties, then this shall form the basis for Acceptance). The Sponsor shall notify Wiley in writing if the Microsite has not met the Microsite Specifications and give detailed reasons for such non-acceptance within 10 days of delivery, after which, if Wiley agrees with Sponsor, Wiley shall revise the Microsite to ensure it conforms with the Microsite Specifications and resubmit the Microsite for Acceptance. In the event that the Sponsor fails to provide Wiley with appropriate written notification, the Microsite shall be deemed to be accepted on the expiry of ten (10) days after the Microsite has been provided to the Sponsor.*
- b) *Wiley shall remedy any Defects promptly in order to ensure that the Microsite is accepted by the Sponsor. If the retest demonstrates that the Microsite is still not in conformance with the Microsite Specification, and such non-conformance is not due to any act or omission by Sponsor, the Sponsor may, by written notice to Wiley, elect: (i) to fix a new mutually agreeable date for carrying out further tests on the Microsite on the same terms and conditions as the retest; or (ii) to accept the Microsite subject to an abatement of the Fees, such abatement to be an amount that is reasonable and proportional to the non-conformance, taking into account the circumstances.*
- c) *Sponsor shall notify Wiley in writing of any Defects arising subsequent to Acceptance as soon as reasonably possible, and no more than ten (10) days within discovery of such Defects, and Sponsor shall provide Wiley with all information as to the nature of the Defect, the audience and the key impact details. Wiley will use commercially reasonable endeavours to fix Defects within time frames that are reasonable in light of commercially reasonable industry practice taking into account the severity of the Defect and its impact on the Sponsor or its Users. There will be no charge to the Sponsor for fixing of Defects during the Term. Resolution of any service issue which does not fall under the definition of Defect may be chargeable at Wiley’s reasonable discretion. Due to the nature of technology, Wiley does not guarantee that all Defects will be repairable and in the event that it is not possible to repair a Defect, Wiley shall inform the Sponsor and discuss in good faith the next steps with the Sponsor to achieve the outcomes for the Microsite as anticipated.*

## 5. **Designated Contacts**

*Both parties agree to appoint Designated Contacts as set out in the Term Sheet who will be primarily responsible for communications and liaison between the parties in a prompt fashion and who will have the necessary authority to make day-to-day decisions. Any changes to the Designated Contacts must be notified in writing to the other party promptly.*

## 6. **Change Control Procedure**

*Any changes or additions to the Microsite Specification or to the Services must be agreed to in writing by the parties. Changes may be subject to an additional fee. Each agreed change or addition shall be documented in writing and shall include, without limitation, any revised or new milestone delivery dates, costs implications, any new, additional or custom features or functionality required, and any new or revised testing and acceptance criteria for the change.*

## 7. **Intellectual Property Rights**

- a) *Each party grants the other the right to use its name, logo(s), trademarks and trade name(s) in connection with the publication, licensing, marketing and promotion of the Microsite and recognizes that it has no rights in such name, logo(s), trademarks or trade name(s) of the other party except as provided by this Agreement. The parties shall agree upon the appearance and placement of specific branding in writing prior to the Launch Date.*
- b) *As between the parties, Wiley or its licensors shall own or retain all Intellectual Property Rights in and to any software, source code and developer tools and processes used in the development of the Microsite, along with any updates, upgrades, modifications or enhancements, and the Sponsor makes no claim thereto. As between the parties, Wiley or its licensors shall own all Intellectual Property Rights in and to any content provided by or on behalf of Wiley for upload to the Microsite ("**Wiley Content**"), subject to any rights of third parties.*
- c) *The Sponsor shall retain all right, title and interest in and to the contributions provided by the Sponsor which are uploaded or appear on the Microsite ("**Sponsor Content**") subject to any rights of third parties. The Sponsor hereby grants Wiley a non-exclusive licence during the Term of this Agreement to display and communicate to the public the Sponsor Content for the purposes of developing and providing the Microsite to any Users.*

- d) *Subject to all the terms and conditions of this Agreement, Wiley hereby grants to the Sponsor an exclusive license to grant access to the Microsite to the Users during the Term of the Agreement. For the avoidance of doubt, nothing in this Agreement grants the Sponsor the right to reproduce, adapt or utilise any Microsite Content (that is not Sponsor Content) or technology in any other form or for any other purpose other than the Microsite.*
- e) *In the event that the Microsite allows Users to contribute any content to the Microsite (“**User Generated Content**”), they shall do so in accordance with the Microsite’s terms and conditions of use and in doing so shall grant Wiley and the Sponsor a non-exclusive and perpetual license to use the User Generated Content. All other intellectual property rights in such User Generated Content shall be retained by the User.*
- f) *The Sponsor shall own the Microsite Domain Names as set out in the Term Sheet, unless otherwise specified. The owner of the Domain Names shall be responsible for maintaining the domain names during the Term unless otherwise agreed in writing by the parties. For Microsite Domain Names owned by Wiley, following the expiration of the Term, the Sponsor shall be entitled to elect to obtain ownership of the Microsite Domain Names on payment of any transfer fees or other costs incurred by Wiley on transfer.*

## **8. Site Content**

- a) *Content shall be updated post Launch Date as set out in the Term Sheet.*
- b) *The Sponsor acknowledges that Wiley has no control over any content placed on the Microsite by Users and unless specifically set out in this Agreement does not purport to monitor the content of the Microsite. Wiley may remove any of the Microsite Content or any User Generated Content or may restrict access to the Microsite if there is (i) a take down notice or a legal claim in connection with the Microsite or any of the Microsite Content or User Generated Content; or (ii) if, in Wiley’s reasonable judgment, the continued availability of the Microsite may result in legal liability. Where such content originates from Wiley, Wiley shall use all commercially reasonable endeavours to find replacement content for any removed Microsite Content and to reactivate the Microsite as soon as is reasonably practicable thereafter to minimise downtime.*

## **9. Microsite Terms of Use**

*The Microsite shall be subject to Microsite terms and conditions of use, which shall be prepared by Wiley unless otherwise agreed between the parties. The Microsite terms and conditions of use shall identify the provider of the Microsite in accordance with applicable law. Users must agree to Wiley’s privacy policy, located at*

[www.wiley.com/go/privacy](http://www.wiley.com/go/privacy) and updated from time to time, prior to accessing the Microsite. Where Users have the opportunity to opt-in to receive messages from the Sponsor, they must agree to the Sponsor's privacy policy, which Wiley will make available to the User at the point of registration. Wiley shall have the right to terminate or restrict access to the Microsite to Users who breach the Microsite terms and conditions of use.

## **10. Financial Arrangements**

- a) *The Sponsor shall pay to Wiley the Fees as set out in the Term Sheet.*
- b) *All charges are exclusive of any VAT, sales or turnover tax in any applicable jurisdiction. Fees shall be free from and clear of any other taxes imposed by any tax authority and if, for some reason, the Fees are subject to any withholding tax, then Sponsor is liable to pay such tax and Wiley will receive the full Fees as defined in this Agreement.*
- c) *Wiley shall issue an invoice in respect of the Fees and all invoices shall be payable by the Sponsor within 30 days of the date of the invoice.*
- d) *If the Sponsor fails to make any payment due to Wiley under this Agreement by the due date of payment, then, without limiting Wiley's remedies, the Sponsor shall pay interest on the overdue amount at a rate which shall be the lesser of: (i) 0.5% per month, such interest to accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment; or (ii) any relevant maximum statutory rate allowable in the jurisdiction where the Wiley entity is located, such interest to accrue in accordance with the relevant statutory provisions. The Sponsor shall pay the interest together with the overdue amount.*
- e) *In addition to any other remedies under this Agreement, Wiley shall be entitled to suspend the provision of the development, license and hosting of the Microsite in the event that the Sponsor does not make payment of any outstanding invoices within 14 days' notice in writing that payment is overdue.*

## **11. Data Protection**

- a) *Both Wiley and the Sponsor agree that in respect of any identifiable information about any living person (or any information that can be used in connection with other information to identify any living person) including names, contact details, email addresses collected through user registration through the Microsite ("Customer Data"), where such Users have opted in and consented to the provision of their information to the Sponsor, then Wiley and the Sponsor shall be each 'Controllers' of such Customer Data as that term is defined under the EU General Data Protection Regulation 2016/679*

and as amended, replaced or superseded from time to time (“GDPR”) of and each Party shall be entitled to use this Customer Data consistent with applicable privacy laws. .

- b) Each party represents and warrants that: (i) it shall maintain effective information security measures to protect Customer Data from unauthorised disclosure or use; (ii) it shall comply with all applicable laws in relation to data privacy in relation to the use of the Customer Data; and (iii) it shall notify the other Party as soon as reasonably possible upon becoming aware of any actual or potential breach of security and shall cooperate with such other Party to investigate, mitigate, rectify and respond to such breach. In the event that personal data (as defined in GDPR) originating from within the European Economic Area (EEA) is transferred outside of the EEA to the Sponsor, before any Customer Data will be released by Wiley to the Sponsor, the Sponsor and Wiley shall further enter into the Standard Contractual Clauses adopted by the European Commission regarding the transfer of data outside of the EEA. .

## 12. Confidentiality

- a) Any and all information disclosed by a party to the other party in connection with this Agreement that is marked “confidential,” “proprietary” or some other manner to indicate its confidential nature and any and all information that is clearly confidential by its nature is “**Confidential Information**”. The terms and conditions of this Agreement shall also be deemed to be Confidential Information.
- b) Confidential Information will only be used for the purposes contemplated under this Agreement by such parties’ employees, subcontractors and consultants to the extent required to comply with this Agreement. The receiving party will use the same degree of care to avoid disclosure that it would use to maintain the confidentiality of its own information and in no case use less than a reasonable degree of care. Neither party will disclose, use, reproduce, duplicate, modify or disseminate any Confidential Information provided herein, other than as expressly permitted by this Agreement. A party’s obligation to maintain the confidentiality of the Confidential Information under this Section will survive any termination or expiration of the Agreement and will extend for 5 years from the date of disclosure.
- c) Neither party will have any obligation to maintain the confidentiality of Confidential Information that (i) is known to or is rightfully received from a third party prior to its

*receipt from disclosing party without breach of any confidence by that third party; (ii) is or has been publicly disclosed without any obligation to maintain such information in confidence; or (iii) is Confidential Information that is required to be provided by governmental or judicial order, provided that, where permitted, the receiving party gives the disclosing party prompt notice of such order, gives disclosing party reasonable opportunity to contest or modify such order at disclosing party's sole expense, and complies with any protective order (or equivalent) imposed on such disclosure.*

### **13. Term and Termination**

- a) Subject to the provision of this Section, this Agreement shall commence on the Effective Date and shall continue in force for the Term (including any Renewal Term).*
- b) Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if: (i) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; (ii) the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or (iii) the other party is unable to pay its debts as they fall due; or an application, resolution or petition is made in respect of the winding up of the other party other than in connection with a solvent reconstruction or amalgamation of that party; or an administrator, receiver liquidator or other person is appointed over the assets of the other party or a creditor or other person is entitled to make such an appointment; or any other event occurs or proceeding is taken with respect to the other party in any jurisdiction which has an effect equivalent or similar to any of the events mentioned in this Section 13.*
- c) If the Sponsor is responsible for a delay of more than 60 days in completing an assigned task as set out in this Agreement or an agreed project plan, Wiley shall be entitled to issue a notice to the Sponsor in writing notifying the Sponsor of Wiley's intent to immediately stop work on the Microsite, unless the Sponsor completes the specified task in relation to the Microsite within (7) seven days of Wiley's notice. If the Sponsor does not complete this task within this time period, Wiley shall have the option to cancel the Agreement on giving the Sponsor an additional (7) seven-days' notice in writing, and the date (7) seven days from the issuance of such notice shall be the 'Cancellation Effective Date'. Wiley also has the option to suspend work on the Microsite for a period of time, in Wiley's discretion, and if notified in future the Sponsor wishes to resume the Microsite then Wiley shall be entitled to revise its Fee and other costs to complete the*



*remainder of the Microsite in Wiley's reasonable discretion to reflect current costs and rates as a condition of recommencing work on the project.*

- d) If the Sponsor wishes to cancel this Agreement during the Term, the Sponsor shall give Wiley 90 days' notice in writing, and the date which is 90 days from the issuance of such notice shall be deemed the "Cancellation Effective Date".*
- e) On cancellation: (i) if such Cancellation Effective Date is prior to the Launch Date or deemed Launch Date, all amounts paid or payable by the Sponsor prior to the Cancellation Effective Date shall be non-refundable and if any invoiced amounts remain unpaid they shall become immediately due and owing. In addition, the Sponsor shall be liable to reimburse Wiley for all third-party costs incurred and any of Wiley's own services rendered and not invoiced. (ii) If such Cancellation Effective Date occurs after the Launch Date or deemed Launch Date, the Sponsor shall be liable to pay to Wiley all amounts payable pursuant to this Agreement as if the Agreement had been fully performed and on receipt of an invoice from Wiley for the remaining amounts, and shall pay all such amounts in accordance with the invoice.*
- f) Following the termination or expiration of this Agreement, the Microsite shall be removed from hosting on the internet and any and all licenses granted by Wiley or the Sponsor to the other party pursuant to this Agreement shall terminate. Each party shall return to the other any Confidential Information and Microsite Content received for the purpose of this Agreement.*
- g) Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall continue in full force and effect.*
- h) Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.*

#### **14. Warranties and Indemnities**

- a) Each party warrants and represents that it has the right and authority to enter into and perform this Agreement.*
- b) Wiley represents and warrants that: (i) it has the right and authority to make the Microsite available to the public; (ii) the Microsite and any Wiley Content (excluding any User Generated Content or open source software or other third-party licensed software*

*incorporated into the Microsite) shall not infringe upon or violate any Intellectual Property Rights, any obligation of confidentiality, any right of privacy or other proprietary right of any third party or contain any libellous matter; and (iii) the Microsite will perform substantially in accordance with the Microsite Specifications.*

- c) The sole remedy for a breach of Wiley's warranty in Section 14(b)(iii) shall be the correction of any Defects in accordance with clause 3 of this Agreement.*
- d) Except for the warranties set out this Section 14 or where required by law, the Microsite and all Microsite Content provided by Wiley are provided on an 'as is' basis, without warranties of any kind, either express or implied, including, but not limited to, warranties of title, or implied warranties of merchantability or fitness for a particular purpose and use of the Microsite and all materials shall be at the Microsite User's own risk. The parties acknowledge that access to the Microsite may be interrupted and the Microsite may not be error free.*
- e) Any open source software or third-party software that is incorporated into the Microsite may be used in accordance with the terms and conditions of the specific license under which the relevant software is distributed, but is provided 'as is'.*
- f) Wiley shall indemnify and hold the Sponsor harmless from and against any damages, costs and fees (including reasonable attorney's fees) resulting from any third party substantiated claim or judgment awarded against Sponsor and directly arising from a breach of Wiley's warranties set out in Sections 14(a), 14(b) (i) or 14(b)(ii). This indemnity shall survive termination or expiration of the Agreement and shall apply to any substantiated claim brought or judgment awarded within 1 year of termination or expiration. This indemnity shall not apply if the claim or judgment involves (i) specifications provided by Sponsor, or content which is Sponsor Content or User Generated Content, (ii) where Microsite Content has been edited or adapted by the Sponsor, (iii) where Microsite Content is used in a manner not permitted under this Agreement, or (iv) if the Sponsor has failed to comply with other material terms of this Agreement or reasonable instructions.*
- g) The Sponsor warrants and represents that: (i) It shall comply with all statutes, statutory instruments, regulations, binding codes, rules and orders made under any statute or directive in the country or countries where the Microsite's intended audience is based, which affect the Microsite, the Microsite Content (insofar as it is Sponsor Content), use of the Microsite (including but not limited to marketing, promotion and advertising of the Sponsor's products and services) or the Sponsor's performance of any obligations under this Agreement. The Sponsor acknowledges that it will be responsible for*

*obtaining any required regulatory approvals or licenses; and (ii) the Sponsor Content (excluding any User Generated Content) shall not infringe upon or violate any Intellectual Property Rights, any obligation of confidentiality, any right of privacy or other proprietary right of any third party or contain material which is inaccurate, obscene, indecent, pornographic, seditious, offensive, threatening, liable to incite racial hatred or acts of terrorism, is menacing or blasphemous.*

*h) The Sponsor shall indemnify and hold Wiley harmless from and against any damages, costs and fees (including reasonable attorney's fees) resulting from any breach of the Sponsor's warranties or representations under this Agreement.*

## **15. Limitation of Liability**

- a) Neither party excludes or limits liability to the other party for fraud or fraudulent misrepresentation, death or personal injury caused by its negligence or any matter for which it would be unlawful for the parties to exclude liability.*
- b) Aside from the indemnification obligations of either party, neither party shall be liable for any loss of profit (whether direct or indirect), anticipated profits (whether direct or indirect), anticipated savings (whether direct or indirect), indirect, incidental, special, consequential or punitive damages. Subject to section 15.a) and the indemnification obligations as set out in this Agreement, each party's aggregate liability in respect of claims based on events in any calendar year, whether in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement or any collateral contract shall be limited to the greater of: the total Fees actually paid or payable by the Sponsor during the Term pursuant to this Agreement or US\$50,000.*

## **16. Insurance**

- a) Each party shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement and for a minimum of two years thereafter the below minimum levels of insurance:
- i) Errors and Omissions Insurance, including Technology, Media and Cyber Insurance that covers data breaches – US \$3,000,000 or the equivalent amounts in local currency, per claim and in the aggregate;
  - ii) Commercial General Liability Insurance – US \$1,000,000 per occurrence limit and US \$5,000,000 general aggregate limit or the equivalent amounts in local currency;

Each party shall provide a certificate of insurance evidencing the required coverage within thirty (30) days of a request being made in writing. If the Sponsor fails to procure the above levels of insurance cover, then Wiley

may terminate this Agreement if such failure is not remedied with thirty (30) days after written notice of such failure.

## **17. Notices**

*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) by email (with delivery receipt requested) at the time of receipt of the delivery receipt message; (iv) sent by internationally recognized overnight courier service, with written verification of receipt; or (v) mailed, postage prepaid by certified or registered mail, return receipt requested, to the party to be notified, to the Designated Contacts.*

## **18. General**

- a) *Neither this Agreement nor any terms and conditions contained in this Agreement, will be construed as creating a partnership, joint venture, agency relationship or as granting a franchise.*
- b) *If any provision of this Agreement will be held by court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect and such illegal, invalid or unenforceable provision will be replaced with a provision that is legal, valid and enforceable and most closely reflects the intent of the parties. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.*
- c) *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).*

- d) *Wiley may assign this Agreement to its successors, subsidiaries or assigns and may subcontract and sub-license its rights and responsibilities under this Agreement. This Agreement may not be assigned by the Sponsor except with the prior written consent of Wiley.*
- e) *This Agreement, including the Term Sheet and the Terms and Conditions constitute the entire agreement between the parties with respect to this subject matter and supersede all prior and contemporaneous agreements or communications. The parties acknowledge that this Agreement has not been entered into wholly or partly in reliance on, nor has either party been given, any warranty, statement, promise or representation by the other or on its behalf other than as expressly set out in this Agreement. Each party agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claims, rights or remedies including any right to rescind this Agreement which it might otherwise have had in relation to them. Nothing in this Section 17 will exclude any liability in respect of misrepresentations made fraudulently.*
- f) *Neither the Terms and Conditions nor the Term Sheet may be modified except by written agreement dated subsequent to the date of this Agreement and signed by the parties' respective duly authorized representatives. The parties agree that if there is any conflict between this Agreement and any subsequent amendment signed by the parties, the terms of the Agreement shall govern unless such amendment terms and conditions clearly indicate that they are intended to supersede the Agreement. In the event of any inconsistency between the Term Sheet and the Terms and Conditions of the Agreement, the Term Sheet shall apply where these are expressed to expressly override the Terms and Conditions.*
- g) *This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original, and all of which taken together will constitute on and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile transmission or PDF will be effective as delivery of an originally executed counterpart of this Agreement.*

*h) The laws of the country set forth below shall apply to this Agreement according to the Wiley Contracting Entity which enters into the Term Sheet and this Agreement with the Sponsor, without regard to conflict of law rules. The corresponding jurisdiction shall be the forum for adjudication of all disputes arising in connection with this Agreement:*

| <b>Wiley Contracting Entity</b>  | <b>Applicable Law</b> | <b>Agreed Jurisdiction</b>   |
|----------------------------------|-----------------------|--|
| John Wiley & Sons Inc            | State of New York     | New York, NY   |
| John Wiley & Sons, Ltd           | England and Wales     | England and Wales  |
| John Wiley & Sons Australia, Ltd | State of Victoria     | Melbourne  |
| Wiley India Pvt Ltd              | State of Delhi, India | New Delhi, India.  |
| Wiley Publishing Japan KK        | Japan                 | Arbitration in Tokyo under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The language of the arbitration shall be English. The decision of the arbitrator shall be final and may be used as a basis for judgment in any country. |