## END USER LICENSE AGREEMENT FOR BISG MEMBERS

**THIS AGREEMENT** is a legal document that governs your use of the BISAC Subject Headings List and accompanying documents, version 2.9 or later (the "List"). By downloading and using the List you indicate that you agree to be bound by the terms and conditions specified herein. If you do not agree with this End User Agreement, simply delete the List from your files and systems.

- 1. **License.** Book Industry Study Group, Inc. ("BISG") agrees to provide you with electronic copies of the List in the various formats in which it is made available by the BISAC Subject Code Committee. Subject to the terms and conditions of this Agreement, BISG grants to you a non-exclusive, non-transferable license to use the List and incorporate it into your systems and databases.
- 2. **Reproduction and Distribution.** You may copy and distribute the List to your whollyowned subsidiaries; provided that, by accepting the List, they agree to be bound by this Agreement.
- 3. **Intellectual Property Rights.** The Software and all intellectual property rights embodied therein are proprietary to and shall be and remain the sole property of BISG. Any modifications and updates to the List shall be considered derivative works, whether made by you or BISG, and all such derivative works shall be the sole and exclusive property of BISG, including all intellectual property rights therein and thereto. Derivative works created by you or BISG shall automatically be deemed to be a part of the List and shall be covered by the License granted herein.
- 4. **Prohibition of Sub-License or Assignment**. Except as permitted in 2 above, neither the license granted hereunder, nor the List or any part thereof, may be sub-licensed, assigned, transferred or given away by you without the prior written consent of BISG. Any attempt to sub-license, assign or transfer any of the rights, interests, duties or obligations under this license, constitute and material breach of this Agreement justifying termination.
- 5. **Required Notices.** You shall not assert and shall not represent to any third party that you have any ownership rights in, or the right to sell, transfer, or sub-license the List.
- 6. **Disclaimer of Warranties.** YOU AGREE THAT THE LIST IS PROVIDED TO YOU "AS IS" AND WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.
- 7. Indemnification. YOU AGREE TO INDEMNIFY BISG AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES AND AGENTS, AND SHALL HOLD EACH OF THEM HARMLESS AGAINST ANY CLAIMS, LOSSES OR DAMAGES ASSERTED BY ANY ENTITY, INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR ATTEMPTED USE, OF THE LIST.

- 8. **Limitation of Liability.** BISG SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE LIST. You acknowledge that BISG has agreed to make the List available in reliance on the exclusions and limitations of liability and disclaimers of warranty set forth above and that the same form an essential basis of the bargain between the parties.
- 9. **Termination.** You may terminate this Agreement at any time by deleting the List from your systems and databases into which it has been incorporated. BISG may terminate this Agreement at any time you are no longer a member of BISG in good standing. When this Agreement terminates or expires, all rights granted to you will cease, and you must immediately destroy or purge from your computer system the List and all copies in your possession.
- 10. **Governing Law and General Provisions.** This Agreement shall be governed by the laws of the State of New York, excluding the application of its conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods. If any part of any provision of this Agreement shall be invalid or unenforceable, such part shall be deemed to be restated to reflect, as nearly as possible, the original intentions of both of the parties in accordance with applicable law, and the remainder of the Agreement shall remain in full force and effect. This Agreement is the complete and exclusive statement of the agreement between you and BISG with respect to the software, and supersedes any proposal or prior agreement, oral or written, and any other communications between you and BISG relating to the subject matter of this Agreement.
- 11. **Entire Agreement**. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior expression of intent or understanding, oral or written, relating to the subject matter of this Agreement.