

## WILEY INSTITUTIONAL eBOOK LICENSING AGREEMENT

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### Effective Date:

THIS eBOOK LICENSING AGREEMENT (this "**Agreement**") is entered into as of the Effective Date above, by and between

John Wiley & Sons Singapore Pte Ltd of 1 Fusionopolis Walk, #07-01 Solaris South Tower, Singapore 138628 ("**Wiley**")

Warmadewa University, Jl. Terompong 24 Tanjung Bungkak Denpasar Bali, Indonesia ("**Institution**"),

(each of Wiley and Institution are referred to herein as a "**Party**" and collectively, as the "**Parties**").

Whereas Wiley shall (i) engage VitalSource Technologies Inc. ("VitalSource") to upload the eBooks provided by Wiley (being the works as set out in Exhibit B as may be amended from time to time) to VitalSource's platform and (ii) shall cooperate with Institution to integrate Institution's learning management system (the "LMS") with Wiley's WileyPLUS platform and (iii) Wiley's testprep courses to integrate to Institution's learning management system (the "LMS") to allow Institution's Authorized Users to access the works identified in Exhibit B (the eBooks, the WileyPLUS courses and the Wiley's testprep courses are, collectively, the "Works") in order to provide the Institution with access to the Works on the terms and conditions set forth in this Agreement.

### The Parties agree as follows:

#### 1. LICENSE AND OWNERSHIP.

- 1.1 Subject to compliance with the terms of this Agreement, Wiley hereby grants to the Institution the right of access to the Works to the Institution's Authorized Users (as defined below) on the terms of this Agreement and subject to the restrictions in Exhibit A. The Institution may not distribute or grant access rights to any Works to any other party or use any Works in any other manner than as expressly set out in this Agreement.
- 1.2 "Authorized Users" of the Institution shall be those persons who are authorized by an Institution member to have access to the VitalSource platform or the Works and who are current students or faculty from the relevant Departments granted access under this Agreement. Authorized Users must be current bona fide faculty members, students, researchers, staff members, librarians, executives or employees of one of the Institution, or contractors engaged by the Institution, provided such contractors have been informed of, and agree to abide by, the End User License Agreement to access the Works and they access the Works via the Institution's secure network.
- 1.3 The Institution acknowledges that all Works shall include digital rights management technology, which shall ensure compliance with the security restrictions outlined on Exhibit A and all Authorized Users shall be required to accept an End User Licensing Agreement approved by Wiley and offered through the VitalSource platform or Institution's LMS in order to access the Works.
- 1.4 The number of the Authorized Users who may simultaneously access the Works is as set out in Exhibit A.
- 1.5 The Institution expressly acknowledges that Wiley owns or is licensor to all right, title and interest in and to the Works. All rights not expressly granted hereunder are reserved by Wiley. Without limiting the foregoing, the Institution acknowledges that its rights in the Works are limited to those specifically set forth in this Agreement, and that Wiley may grant rights in the Works to third parties. Also, the Institution acknowledges that the rights herein granted are limited to the current edition of each Work. It is specifically understood and agreed that Wiley grants no rights or options with respect to any future editions of the Works.

**2. OBLIGATIONS OF INSTITUTION.**

The Institution shall:

- 2.1 inform Authorized Users of the terms of the End User License Agreement governing access to VitalSource's platform and the Works and to emphasize to such Authorized Users the need to comply with whatever restrictions on access, use, reproduction and transmission are included therein;
- 2.2 make access available to Authorized Users only through the Institution's Secure Network and from valid IP addresses or other secure authentication methods as described in Exhibit A; undertake reasonable measures within its control to prevent access to and improper use of the Works by unauthorized persons; and take responsibility for terminating any unauthorized access of which it has actual notice or knowledge;
- 2.3 provide Wiley and VitalSource with information about the Institution's IP addresses which can be used by VitalSource to authenticate Authorized Users. The Institution represents that all such IP addresses shall be limited to the Institution's Secure Network, which shall be provided to Wiley and updated from time to time.
- 2.4 use all reasonable efforts to monitor compliance with the End User License Agreement and promptly notify Wiley of any copyright infringement or unauthorized usage of the Works, which comes to the Institution's attention; and cooperate fully with Wiley in the investigation of such infringement or unauthorized use and in any action, which Wiley takes to enforce its copyright and other intellectual property rights, at Wiley's expense. Notwithstanding the above, the Institution shall not be responsible for such unauthorized use which is without the express or implied consent of the Institution, provided that the Institution has taken reasonable steps to prevent such misuse and, upon learning of it, uses all reasonable efforts to ensure that such activity ceases, and notifies Wiley promptly of any such breach or infringement; and
- 2.5 acknowledge that neither the Institution nor any Authorized User shall have the right to incorporate any material from the Works into any institutional or other repository. Author agreements are separately negotiated with Wiley and include provisions about what authors may and may not do with respect to materials authored by them and published by Wiley.

**3. FINANCIAL TERMS**

- 3.1 **Licence Fee.** For access to the Works pursuant to this Agreement, the Institution shall pay to Wiley a per user fee for an annual subscription beginning September 1, 2019, in accordance with the following price grid ("**Per User Fee Fee**"):

Subscription covers	6 MONTHS (March 2019 – August 2019) Per User Fee for 3000 students	YEAR ONE (September 2019 – August 2020) Per User Fee for 6000 students	YEAR TWO (September 2020 – August 2021) Per User Fee for 9000 students	YEAR THREE (September 2021 – August 2022) Per User Fee for 12000 students
Access to more than 10000+ Wiley digital textbooks and 243+ WileyPLUS courses in all subject areas	US \$16	US \$30	US \$30	US \$30

Institution guarantees that it shall purchase from Wiley access to the Works for a minimum of 6,000 students for the first year of the Term (minimum license fee: US\$180,000); for 9,000 students for the second year of the Term (minimum license fee: US\$270,000) and for 12,000 students for the third year of the Term (minimum license fee: US\$360,000).

If there is an increase in the number of students enrolled during the annual subscription period, the Institution shall purchase access for additional students at the price set forth above. Wiley shall not offer any refunds for any unused student licenses.

All amounts listed above are exclusive of any withholding taxes or any other sales or local taxes which may be applied.

**3.2 Additional IP addresses.** In the event that the Institution elects to add additional authorized IP addresses, Wiley reserves the right to condition such additional extended access on the payment of additional fees, as determined in Wiley's discretion.

**3.3 Payment:** The Institution shall pay Wiley a License Fee calculated based in the Per User fee in clause 3.1 of the Agreement. The Institution shall issue a Purchase Order, as soon as possible but not later than 30 days from the date of signing of Agreement.

3.3.1 For the 6 months License Fee, the remaining US\$19,200 shall be payable on September 1, 2019.

3.3.2 US\$180,000 for the first year License Fee shall be paid in accordance with the following schedule:

40% of the License Fee shall be payable on September 1, 2019;  
30% of the License Fee shall be payable on December 1, 2019; and  
30% of the License Fee shall be payable on March 1, 2020.

3.3.3 US\$270,000 for the second year License Fee shall be paid in accordance with the following schedule:

40% of the License Fee shall be payable on September 1, 2020;  
30% of the License Fee shall be payable on December 1, 2020; and  
30% of the License Fee shall be payable on March 1, 2021

3.3.4 US\$360,000 for the third year License Fee shall be paid in accordance with the following schedule:

40% of the License Fee shall be payable on September 1, 2021;  
30% of the License Fee shall be payable on December 1, 2021; and  
30% of the License Fee shall be payable on March 1, 2022

The Institution acknowledges that Wiley shall be entitled to suspend all licensed access in the event that any License Fee is not paid when due. If the Institution wishes to add on any additional licenses it shall send through a purchase order to Wiley for those additional licenses and pay any invoice within 30 days of issue.

**3.4 Taxes.** All amounts paid to Wiley shall be free from and clear of any taxes imposed by any tax authority and if, for some reason, the payment is subject to any withholding tax, then the Institution is liable to pay such tax and Wiley will receive the full Licence Fee as defined in this Agreement.

**3.5 Access.** The Institution shall be responsible for any charges associated with accessing the VitalSource platform and the Works, including, but not limited to, any computer equipment, telephone or Internet connections and access software.

**3.6** Should any of the Institution's scheduled payments remain outstanding for longer than thirty (30) days from their due date, Wiley reserves the right to immediately discontinue the Institution's access to the Works until the outstanding payment has been settled.

**4. TERM AND TERMINATION.**

- 4.1 Term.** This Agreement shall commence as of September 1, 2019 and shall continue until August 31, 2022 ("Term"). The parties may agree to renew this Agreement for a further period by further agreement in writing, on terms agreed between the parties.
- 4.2 TERMINATION OR SUSPENSION DUE TO BREACH.** Each Party may suspend performance and/or terminate this Agreement immediately upon written notice to each other Party if one other Party is in material breach of any representation, warranty, covenant, term or condition of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach from the non-breaching Party. Wiley may immediately suspend access to the Works if any amounts are not paid in accordance with this Agreement.
- 4.3 ON TERMINATION.** On termination of this Agreement, the access given to the Works shall be terminated and the Institution shall immediately delete any copies that it may have of the Works, in the event that such copies are permitted.

**5. WARRANTIES.**

- 5.1** Each Party represents and warrants to the other that it has right and power to enter into and perform this Agreement according to its terms.
- 5.2** Wiley warrants to the Institution that the Works contain no libelous or unlawful material or instructions that may cause harm or injury and do not infringe upon or violate any copyright, trademark, trade secret or other right or the privacy of others.
- 5.3** The Institution warrants that the Institution shall comply with its obligations in paragraph 2 regarding preventing access to and piracy of the Works.
- 5.4** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, ALL OTHER WARRANTIES (EXPRESS OR IMPLIED) ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**6. INDEMNIFICATION.**

Each Party ("Indemnifying Party") shall defend, indemnify and hold harmless the other Party and its affiliates from and against any and all liabilities, claims, demands, causes of action, damages, losses and expenses, including interest, penalties, attorneys' fees, disbursements and other expenses, arising in whole or in part out of or in connection with the breach of any representation or warranty made by the Indemnifying Party or its agents hereunder.

**7. LIMITATION ON DAMAGES.**

EXCEPT FOR INDEMNIFICATION CLAIMS PURSUANT TO SECTION 6, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES TO SUCH OTHER PARTY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8. NOTICES AND CHANGES OF ADDRESS.**

All notices shall be sent by overnight courier or registered or certified mail, return receipt requested, postage prepaid, to the Parties at the addresses given above and shall be deemed given upon receipt. All notices to Wiley shall be sent to the attention of the General Manager, Global Education Asia, with a copy to SVP & General Counsel. Each Party shall provide the others with notice of any change of address in accordance with this Section.

**9. MISCELLANEOUS.**

- 9.1 RELATIONSHIP OF PARTIES.** The Parties are independent contractors and nothing in this Agreement shall be construed as creating an employer/employee relationship, a partnership, franchise arrangement, or joint venture between or among them.
- 9.2 NO ONGOING WAIVER.** A waiver of any breach of any of the provision of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof.
- 9.3 SUCCESSORS AND ASSIGNS.** The Institution shall not assign this Agreement or its obligations hereunder without the prior written consent of Wiley. Subject to the foregoing, this Agreement shall be binding upon the Parties and their respective heirs, successors, assigns and personal representatives.
- 9.4 COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be deemed an original and as executed shall constitute one agreement, binding on all Parties even though all Parties do not sign the same counterpart.
- 9.5 SEVERABILITY.** If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, such provision shall be given the maximum effect permitted under applicable law, and the remainder of this Agreement shall remain valid and fully enforceable according to its terms, and the invalid or unenforceable provision shall be replaced with a valid and enforceable provision that most closely reflects the intention of the Parties.
- 9.6 FORCE MAJEURE.** No Party shall be liable to any other Party under this Agreement for any delay or failure to perform its obligations under this Agreement if such delay or failure arises from any cause(s) beyond such Party's reasonable control, including labor disputes, strikes, acts of God, floods, fire, lightning, utility or communications failures, earthquakes, vandalism, war, acts of terrorism, riots, insurrections, embargoes, hacking, or laws, regulations or orders of any governmental entity.
- 9.7 HEADINGS.** The Section headings used in this Agreement are for ease of reference only, are not substantive, and shall not be used to interpret any provision of this Agreement.
- 9.8 GOVERNING LAW.** The laws of Singapore shall govern this Agreement, without regard to conflict of law principles. Except for any dispute which concerns the enforcement of Wiley's or its licensor's intellectual property rights in the Service which shall be able to be brought in any court in any jurisdiction, any dispute arising out of or in connection with this Licence, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The language of the arbitration shall be English. The verdict will be final and binding on both parties.
- 9.9 ENTIRE AGREEMENT.** This Agreement supersedes and replaces the Agreement signed 7 January 2018 between Wiley and Warmadewa University. This Agreement, including any Exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications with respect to the subject matter hereof. The English language version of this Agreement shall be the final and binding version of the Agreement and any other language version of this Agreement is provided for reference only.
- 9.10 SURVIVAL.** Sections 1.5, 3, 5, 6, 7, 8 and 9 of this Agreement shall survive expiration or termination of this Agreement for any reason.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound by the terms of this Agreement, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

INSTITUTION:

Signature: \_\_\_\_\_

Name: DEDA Putu Wedjana

Title: RECTOR

Date: 4/11/2019



JOHN WILEY & SONS SINGAPORE PTE LTD:

Signature: \_\_\_\_\_

Name: Weng Kwan, Leong

Title: VP of Finance Director

Date: \_\_\_\_\_

[Signature]

Name : INyoman Kaca

Title : Vice Rector 1

Date : 4/7/2019

[Signature]

NAME : XI PUTU PERTHMAWATI

TITLE : VICE RECTOR II

DATE : 4/7/2019

## EXHIBIT A

### EBOOK TERMS OF LICENCE & SECURITY

#### Terms of License

The Institution shall be entitled to provide access to the Works identified in Exhibit B to Authorized Users via VitalSource hosting and delivery services for the Term of this Agreement, as set out below.

Works shall be made available to only Authorized Users (as defined in the Agreement) of the Institution through access through a verified IP address of the Institution by:

- accessing VitalSource's portal for online reading; or
- only as made available for offline access through a device or computer via the VitalSource platform software application to be accessed by an Authorized User offline.

Integration of the Institution's LMS with Wiley's ebooks will commence upon Wiley's receipt of the signed Agreement and accompanying purchase order.

The Institution shall grant Authorized Users access to the Works for a three (3) years of the Term of this Agreement.

The number of Authorized Users who may concurrently access the Works is unlimited.

#### Digital Rights Management

The digital rights management technology included in the Works shall ensure that Authorized Users:

- May not reproduce, forward, modify, create derivative works based upon, transmit, distribute, disseminate, sell, publish or sublicense the Content or in any way commingle the Content with other third party content, without Wiley's prior written consent.
- May not copy, move or transfer the Work to any device or environment that is not controlled by VitalSource Digital Rights Management and IP authorisation technology.
- May not copy/paste any portion of the content of the Work or otherwise move to another file.
- In addition to the above, for offline access:
  - Offline use must be re-authorized at each synchronization or log-in for continuing access
  - At the end of the subscription period, the offline access of Work shall become automatically disabled on any Authorised User's device and any other devices.

#### Integration of Systems

Wiley shall complete integration of the WileyPLUS platform with Institution's LMS, and any subsequent training for Institution's faculty Authorized Users, on or before September 1, 2019; provided that Wiley has received payment of the Licence Fee.