

1. Contract Terms

These terms and conditions and the documents referenced herein shall govern all Purchase Orders ("Orders") issued by John Wiley & Sons, Inc. or any of its subsidiaries or affiliates ("Wiley") to the vendor identified on each Order ("Vendor") for the products ("Products"), services ("Services") and any other Deliverables ("Deliverables") specified in an Order. Fulfillment of any part of an Order, or any other conduct by Vendor which recognizes the existence of a contract pertaining to the subject matter of such Order, shall constitute acceptance by Vendor of such Order and all of the terms and conditions included or referenced on this page (the "Contract Terms"). Wiley objects to any terms proposed in Vendor's proposal, invoice, acknowledgment or other form of acceptance of Wiley's offer which add to, vary from, or conflict with the Contract Terms. Any such proposed terms shall be void and the Contract Terms constitute the complete and exclusive statement of the terms and conditions between Vendor and Wiley.

If an Order has been issued by Wiley in response to Vendor's offer and if any of the Contract Terms add to, vary from or conflict with any terms of Vendor's offer, then the issuance of the Order by Wiley shall constitute an acceptance of Vendor's offer subject to the express condition that Vendor assents to the additional, different and conflicting Contract Terms and acknowledges that the Order and these Contract Terms constitutes the entire agreement between Vendor and Wiley with respect to the subject matter. Vendor shall be deemed to have accepted the contract terms unless Vendor notifies Wiley to the contrary in writing signed by Vendor's authorized representative within one (1) business day after receipt of the Order.

In the event there is a written agreement signed by Wiley and Vendor that conflicts with the Contract Terms, the terms of the written agreement shall control for the specific provisions in conflict.

2. Termination

Wiley may terminate any Order or Wiley's obligation to purchase any Products or Services from Vendor for convenience at any time by written notice to Vendor. If an Order is terminated for convenience, the termination date shall be as specified by Wiley in the termination notice, unless otherwise mutually agreed by the parties. Notwithstanding the foregoing, if Wiley has reasonable cause to believe that Vendor is in material breach of the Order, these Contract Terms or any other related agreement (and such breach is incapable of cure within fifteen (15) days after written notice thereof has been given to Vendor), Wiley may, in its sole discretion, terminate the Order(s) with immediate effect upon written notice to Vendor. Wiley shall pay for any Products delivered or Services performed in accordance with the Order prior to the date that termination becomes effective. Unless Wiley has requested and received a refund in respect of any undelivered Product(s) or terminated Services, it shall be entitled to the delivery of all Product(s) and completion of all Services for which it has paid prior to the effective date of the termination. In addition to any other remedy provided at law or equity, either party shall have the right to terminate or cancel an Order, and any obligation to purchase, sell or provide a Product or Service, in the event the other party (a) fails to comply with any condition of the Order or any related agreement, and such failure is not remedied within fifteen (15) days after written notice thereof has been given to such other party; (b) becomes insolvent, makes an assignment for the benefit of creditors, suffers or permits the appointment of a receiver, trustee in bankruptcy or similar officer for all or parts of its business or assets; or (c) avails itself of or becomes subject to any bankruptcy proceeding under the laws or any jurisdiction relating to insolvency or the protection of rights of creditors.

3. Confidentiality, Information Security and Data Privacy

a. Confidentiality. Vendor shall keep confidential and not use or disclose to any person or entity any Deliverables and/or any information Vendor may learn relating to Wiley's business, the Contract Terms, Order or any related agreement, and other confidential and proprietary information as to Wiley, its affiliate companies, its staff and its operations (the "Confidential Information"). Vendor shall use the Confidential Information solely as necessary to perform the Services set forth in the Order and shall not use any Confidential Information for Vendor's own benefit or the benefit of any third party or in such a way as to obtain commercial advantage over Wiley. Vendor shall use all reasonable efforts to protect the Confidential Information from disclosure. Upon conclusion of the Services or upon Wiley's request, Vendor shall return or destroy all Confidential Information (and shall provide a certificate of destruction upon Wiley's request).

b. Data Privacy. In performing the Services under the Order, Vendor shall observe and comply with all applicable current and future data privacy and security laws. In addition, when accessing or handling any personal data and/or when accessing Wiley systems, Vendor shall comply with all relevant Wiley policies (including Wiley's Data Privacy Policy) that have been disclosed to Vendor relating to the use and disclosure of such information. Vendor represents and warrants that: (i) any personal data processed by it shall only be processed in accordance with Wiley's instructions and only in connection with fulfilling its obligations pursuant to the Order; (ii) that it shall maintain effective information security measures to protect personal data from unauthorized disclosure or use; and (iii)

that it shall notify Wiley immediately upon becoming aware of any actual or potential breach and shall cooperate with Wiley to investigate, mitigate, rectify and respond to such breach.

c. Information Security. Vendor shall use highest industry standard security measures (both with respect to electronic passwords and firewalls and physical protections) to ensure that any Wiley data, information or Deliverables are protected from unauthorized access. If the Vendor becomes aware of a breach of security, Vendor shall immediately notify Wiley and take all actions necessary to protect the Wiley data, information or the Deliverables from unauthorized use or access and shall promptly correct its security system. Vendor agrees to comply with Wiley's Information Security – Acceptable Use Policy. Vendor shall be responsible for any noncompliance by its personnel with the Acceptable Use Policy and/or any other Wiley policies provided to Vendor. The Acceptable Use Policy is located at: www.wiley.com/aup

d. Vendor agrees that monetary damages would be inadequate to compensate Wiley for any breach by Vendor of the obligations in this section. Accordingly, Vendor agrees and acknowledges that any such breach may cause irreparable injury to Wiley and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Wiley shall be entitled to obtain injunctive relief against the threatened breach of these Contract Terms or the continuation of any such breach by Vendor without the necessity of providing actual damages, and Vendor hereby consents to the entry of such relief.

4. Warranties and Indemnification

Vendor warrants and represents that: (i) it has the full power, authority and capability to enter into this agreement and to fully perform the Services and functions described in the Order in a professional high-quality manner; (ii) the Vendor is skilled in the Services required and shall perform them and provide any Deliverables in accordance with generally accepted best industry standards; (iii) Deliverables shall conform with the specifications provided by Wiley in the Order or any SOW, Service Level Agreement or document of such nature; (iv) Deliverables and all portions thereof shall be developed solely by Vendor and Vendor shall not include any third party material (including without limitation open source software) without the prior written approval of Wiley; (v) Deliverables (apart from material delivered by Wiley) shall not infringe upon or violate any copyright, patent, trademark, trade secret or other right or the privacy of others; (vi) Deliverables (apart from material delivered by Wiley) contain no libelous or unlawful material or instructions that may cause harm or injury when used as instructed; (vii) Deliverables (apart from material delivered by Wiley) and the Services provided by Vendor shall comply with all applicable statutes, statutory instruments, regulations, binding codes, rules and orders including but not limited to anti-bribery and anti-corruption laws, and the Vendor and its policies shall also comply with the terms of any applicable Wiley anti-bribery and other policies as provided to the Vendor; (viii) to the extent applicable, the Vendor shall not introduce nor shall Deliverables contain so-called software "viruses", "time bombs", "Trojan horses", "worms", "drop-dead devices", or other software routines or hardware components designed to permit unauthorized access or to disable or erase software, hardware or data. Vendor shall indemnify, defend and hold harmless Wiley, its licensees, and their respective affiliates, parents and subsidiaries and their respective officers, directors, agents, representatives, successors and assigns, against any and all liability and expense, including reasonable counsel fees and costs, arising from or out of any breach or alleged breach of these representations and warranties. Each party shall give prompt notice to the other if any claim is made and Vendor shall cooperate with Wiley, who shall have the option to direct any defense. Pending any settlement, final resolution or clear abandonment of a claim, Wiley may engage counsel of its choice and may withhold in a reasonable amount sums due Vendor under this agreement.

5. Ownership

Vendor acknowledges that Wiley owns all rights in and to the Deliverables (as work made for hire where applicable), including any processes, formulae, technology, systems, reports, drawings, specifications, software, blue-prints, patents, patent applications, discoveries, inventions, improvements, trade secrets, technical data, research data, know-how, logos, registered and unregistered trademarks and service marks, registered and unregistered designs, design rights, database rights, copyright and similar industrial or intellectual property rights in the Deliverables. Vendor hereby conveys, transfers and assigns to Wiley all right, title and interest (including copyright) in and to the Deliverables. To the fullest extent permitted by law, the Vendor shall obtain all necessary consents for Wiley to do any act or thing, or omit to do any act or thing (whether occurring before or after the date of this Agreement), which may otherwise infringe upon a person's moral rights. Vendor shall not incorporate any third party material without Wiley's prior written consent. Vendor shall retain ownership of the rights in any Vendor preexisting materials used to provide the Services. Vendor shall obtain (or hereby grants as applicable) a nonexclusive, worldwide, perpetual, irrevocable license for Wiley to use the third party and/or Vendor's preexisting material in the Deliverables and in any other manner in all media now known or hereafter devised.

6. Acceptance

Payment by Wiley for the Products or Services delivered hereunder shall not constitute Wiley's acceptance. Wiley retains the right to

inspect the Products or Services performed and to reject any or all of the Products or Services performed which are in Wiley's judgment defective, as well as the right to inspect Vendor's premises, including without limitation the handling and storage of Products and materials, such as the equipment used to manufacture the Products. Wiley will give Vendor reasonable notice of any planned Vendor site visit. No inspection or test made prior to final acceptance shall relieve Vendor for defects or other failure to meet the requirements of the Order. Products rejected by Wiley and Products supplied in excess of quantities called for may be returned to Vendor at Vendor's expense. In addition to Wiley's other rights, Wiley may charge Vendor all expenses of unpacking, repacking, and reshipping such goods. Deliverables are not acceptable when, in Wiley's sole judgment, they (i) vary from the specifications contained in the Order and/or any other instructions, guidelines or feedback provided by Wiley; (ii) contain inaccuracies or are incomplete; or (iii) are not of high quality. If Vendor fails to meet any of the foregoing acceptability standards, Wiley may, at its sole discretion, choose to (a) provide Vendor with the opportunity to bring the Deliverables into compliance with these acceptability standards; (b) reject the Deliverables and accept a refund from the Vendor for the price paid for such Deliverables; or (c) terminate the Order.

7. Price

An Order must not be filled at a higher price than shown on the Order. All monetary amounts shall be expressed in the currency specified on the Order. If no currency is shown on the Order, the monetary amount shall be expressed in USD. If no price is shown, Vendor must notify the Wiley buyer who issued the Order of the price and his/her acceptance must be obtained in writing before filling the Order. The price shall not in any event be higher than the lowest price Vendor provides to any of Vendor's other customers ordering similar quantities, after taking into consideration all rebates, discounts and allowances. Unless otherwise provided on the Order, delivery of goods shall be f.o.b. destination and Vendor will not charge for boxing, packing or other similar charges. Vendor's prices shall include any and all related customs duty. If Vendor sells Products to Wiley, or if the Services include provision to Wiley of any Deliverables, subject to any customs duty, Vendor's prices include any and all related customs duty.

8. Taxes

Vendor shall not collect or remit, and Wiley shall not be liable for, any taxes if Wiley has provided Vendor with a tax exemption certificate. Wiley will not be liable for any taxes (i) of any nature based on the income of Vendor or (ii) with respect to an Order, except for sales, use, service occupation, excise, value added, or consumption taxes imposed by any governmental authority for the purchase of the Products Vendor supplies, which Vendor is required by law to collect from Wiley. If Wiley is required by the law of any jurisdiction to withhold any taxes, duties, fees or charges ("Withholding Taxes") from any fees or other charges (including reimbursement of expenses) paid to Vendor, Wiley will be entitled to deduct the amount of such Withholding Taxes from the amount of such fees or other charges (including reimbursement of expenses). If Vendor is either exempt from withholding or entitled to a reduced rate of withholding pursuant to a tax treaty or other applicable law, and provides Wiley with adequate documentation of such exemption from or reduced rate of withholding, Wiley will be entitled to withhold only such Withholding Taxes from which Vendor is not exempt. Vendor shall allow Wiley, at Wiley's expense, to assume control of any litigation or proceeding relating to the determination and settlement of such tax.

9. Invoices

Vendor shall submit invoices to Wiley on a monthly basis or as otherwise set forth in the Order or agreed in writing between the parties. Vendor's invoices must contain, at a minimum, Vendor's name, purchase order number, postal address, telephone number, taxpayer identification number, a description of the Services and/or Products and the amount payable. All invoices shall be sent to the email or street address on the Order. Failure to comply with the above may result in delayed payment or returned invoices. In the event of a dispute, both parties shall negotiate in good faith to resolve the dispute promptly. Wiley may withhold the amount in dispute until such time as the parties have agreed a resolution. No interest will be paid on any amounts withheld that are subject to dispute.

10. Payment

As full consideration for Vendor's satisfactory provision of the Products or performance of the Services, Wiley will pay Vendor's invoice not later than sixty (60) days following Wiley's receipt and approval of such undisputed invoice.

11. Insurance

Vendor shall, at its sole cost and expense, procure and maintain throughout the term of each project and for a minimum of two years thereafter:

- a. 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;
- b. Automobile Liability (including coverage for all hired or non-hired automotive equipment used in connection with the insured's operations) – US \$1,000,000 per occurrence limit for bodily injury and property damage and umbrella cover at least US \$5,000,000 general aggregate limit or the equivalent amounts in local currency; and
- c. Workers Compensation and Employers Liability Insurance (or the equivalent insurance type in the Vendor's country of operation if such product is not available) – in accordance with statutory limits.

If Vendor fails to procure insurance coverage, then Wiley may terminate the Order if Vendor does not procure such insurance and produce evidence that it has cured such failure within fifteen (15) days after written notice by Wiley of such failure. Vendor agrees to name John Wiley and Sons, Inc. as an additional insured under its Commercial General Liability Insurance policy. Vendor shall not reduce or cancel any coverage so that it falls below the levels required pursuant to this section, without providing prior written notification to Wiley of such proposed action.

12. Limitation of liability

IN NO EVENT SHALL WILEY BE LIABLE TO VENDOR OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE CONTRACT TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WILEY'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THESE CONTRACT TERMS, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT, OR OTHER LEGAL THEORY, SHALL NOT EXCEED THE AMOUNTS PAID BY WILEY UNDER THE APPLICABLE ORDER IN THE SIX (6) MONTHS PRECEDING WHEN THE EVENT GIVING RISE TO THE DAMAGES FIRST AROSE.

13. Changes

Wiley reserves the right to make changes in drawings, designs, specifications, the scope of work to be performed, time and place of delivery and method of transportation. If such change is to be made, it will be evidenced in writing by Wiley in the form of a Change Order. If any such change has an effect on the price, warranty or delivery date provisions of the Order, an equitable written acknowledgement of the effect on the changed provisions shall be indicated on the Change Order. Vendor may not make any change in drawings, design specifications, scope of work to be performed, time and place of delivery and method of transportation without Wiley's written consent acknowledging the change. Any such Change Orders accepted by Vendor or Wiley, as applicable, shall be incorporated in and amend the Order.

14. Packaging and Delivery

Unless otherwise specified, where applicable, the Products Vendor sells to Wiley shall be (a) packed, packaged, marked and otherwise prepared for shipment in a manner which is in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular goods and in accordance with applicable regulations; and (c) adequate to insure safe arrival at the named destination. Vendor agrees to mark all boxes/containers with necessary handling and shipping information and also Order number(s) and date(s). A packing list must be enclosed in all shipments showing the Order number(s) and exact quantity and description of the goods shipped. Vendor shall adhere to the delivery requirements stated in the Order.

15. Risk of loss

Regardless of the method of shipment used, Vendor agrees to deliver all Products specified on the Order to the location(s) specified on the Order at Vendor's own risk. Vendor shall bear the risk of loss, destruction or damage until the items are accepted by Wiley.

16. Wiley Property

Any materials furnished by Wiley are intended solely for Vendor to perform its obligations pursuant to the Order(s). All materials not used by Vendor shall be returned to Wiley at Vendor's expense unless Vendor is otherwise directed in writing by Wiley. If not accounted for or not returned to Wiley, Vendor shall pay or reimburse Wiley for such materials or parts. Where applicable, all such materials or parts will be kept insured by Vendor at Vendor's expense in an amount equal to the replacement cost with a loss payable to Wiley.

17. Subcontractors

Vendor shall not engage any subcontractor without Wiley's prior written approval. If granted, Vendor shall ensure that such subcontractors agree in writing to be bound by the terms and conditions of this agreement (or terms no less protective of Wiley). Vendor shall be fully responsible for all acts, defaults and omissions of such subcontractors, as fully as if they were the acts, defaults, omissions of Vendor.

18. On-Site Services

Vendor agrees to employ competent and skilled personnel to perform the Services and shall use all reasonable means to ensure the continued employment of personnel performing the Services set forth in an Order. Upon Wiley's request, Vendor will immediately remove from the project/Wiley facilities any personnel who are unsatisfactory to Wiley for any reason and promptly replace such personnel with similarly skilled personnel. Vendor further agrees, while Vendor's personnel are on Wiley's premises and/or performing Services for Wiley that such personnel will abide by Wiley's standard policies. Vendor agrees to comply with all applicable environmental, health and safety provisions.

19. Reports, Problem Management and Escalation.

Vendor shall provide Wiley with project status, performance metrics reports and other reports as reasonably requested by Wiley. In addition, Vendor shall participate in status review meetings as may be reasonably requested by Wiley. Wiley shall provide Vendor with feedback regarding Vendor's performance and such reports as the parties may mutually agree in order to facilitate Vendor's performance of the Services. Any bona fide problem with the Services, the Deliverables or execution of an Order identified by a party as being attributable to the other party shall be brought to the attention of each party's management. Both parties shall work together in good faith to resolve the dispute promptly, escalating the dispute to senior executives as appropriate.

20. Status

Vendor is an independent contractor and not an agent or employee of Wiley. As an independent contractor, Vendor is solely liable for payments of employment taxes or other similar taxes or payments in relation to its employees and neither Vendor nor any of its employees is covered by Wiley's worker's compensation or any other insurance of Wiley.

21. Records and Audit

During the term of each project and for at least one year following termination or expiry of all Orders, Vendor shall maintain complete and accurate records of the provisions of its Services and of the fees charged to Wiley. Wiley shall have the right, upon reasonable advance notice, to request an independent, third party audit of Vendor's compliance with an Order(s). Vendor shall make all such records available to Wiley's selected auditor during any such audit and shall cooperate with Wiley and its representatives in the conduct of any audit. If it is determined that Vendor has overcharged (or undercredited) Wiley, Vendor shall credit Wiley's account (or at Wiley's option pay Wiley directly) an amount equal to the overcharge. If an audit discloses that Vendor's overcharges (including undercredits) exceeded five percent (5%) of the charges during the period audited, Vendor shall also reimburse Wiley for the cost of the audit. In the event the results of the audit raise any issues, the Vendor shall co-operate with Wiley and rectify such issues promptly.

22. Business Continuity and Disaster Recovery

Where applicable, Vendor shall have in place and shall comply at all times with the relevant provisions of a Business Continuity and Disaster Recovery Plan. Upon Wiley's reasonable request and no less than once per year, Vendor shall provide Wiley with a copy of its Business Continuity and Disaster Recovery Plan for Wiley's review.

23. General

The Orders and these Contract Terms are for Vendor's personal services. Neither this agreement nor any of Vendor's obligations may be assigned without Wiley's prior written consent. Subject to the foregoing, these Contract Terms shall be binding on and inure to the benefit of the subsidiaries and assigns of the parties. As used herein, "including" means "including without limitation" and is not a limiting term. These Contract Terms constitute the entire understanding between the parties with respect to the subject

matter set forth herein. These Contract Terms may not be changed in whole or in part except by written agreement of the parties. No waiver by either party of any provision of this agreement shall constitute a continuing waiver of such provision or a waiver of any other provision of this agreement. Any waiver must be in writing. All notices shall be sent in writing to the addresses set forth on the Order (or such other address as the party's advises in writing), with a copy of any notice to Wiley sent to John Wiley & Sons, Inc., 111 River Street, Hoboken NJ 07030 Attn: EVP & General Counsel.

24. Governing Law and Dispute Resolution

The laws of the country set forth below shall apply to this agreement according to your country of residence at the time of entering into this agreement, 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:

Country	Applicable Law	Agreed Jurisdiction
United States and all other countries not expressly stated herein	State of New York	New York, NY
United Kingdom and EMEA (excluding Germany)	England and Wales	England and Wales
Canada	Ontario	Province of Ontario
Germany	Federal Republic of Germany	Weinheim
Australia	State of Victoria	Melbourne
Singapore	Singapore	Singapore
India	<p><u>Where contracted by Wiley India Pvt Ltd:</u> New Delhi, India</p> <p><u>Where contracted by other Wiley entities:</u> Singapore</p>	<p>New Delhi, India.</p> <p>Arbitration in Singapore administered by the Singapore International Arbitration Centre (SIAC) in accordance with the Arbitration Rules of SIAC for the time being in force. The language of the arbitration shall be English. The decision of the arbitrator shall be final and may be used as a basis for judgement in any country.</p>
Japan	<p><u>Where contracted by Wiley Publishing Japan KK:</u> Japan</p> <p><u>Where contracted by other Wiley entities:</u> Singapore</p>	<p>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 judgement in any country.</p>
All Asia Pacific (excluding Australia, India and Singapore)	Singapore	Arbitration in Singapore administered by the Singapore International Arbitration Centre (SIAC) in accordance with the Arbitration Rules of SIAC for the time being in force. The language of the arbitration shall be English. The decision of the arbitrator shall be final and may be used as a basis for judgement in any country.

25. Country Specific Clauses

If you are an individual performing services and the Wiley contracting party is based in the US, Australia, Singapore or India, the additional clauses set forth in Exhibit A are incorporated by reference herein.

Last Updated: September 2017

EXHIBIT A

US: Wiley contracting party is John Wiley & Sons Inc.

a) If you are a US resident, you must submit a completed IRS Form W-9 (Request for Taxpayer Identification Number and Certification) to Wiley. No payments will be made hereunder without a completed W-9 form (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>). A non-US resident Vendor will incur a 30% foreign tax withholding which may be reduced provided the Vendor resides in a country with a tax rate treaty with the United States and submits a completed IRS Form W-8BEN (<https://www.irs.gov/pub/irs-pdf/fw8ben.pdf>) with either a U.S. taxpayer identification number (ITIN) or a foreign tax identification number.

Australia: Wiley contracting party is John Wiley & Sons Australia, Ltd

b) If you are an Australian resident, before any amounts shall be paid under this agreement, the Vendor will be required to provide Wiley with its Australian Business Number (ABN).

c) The Vendor alone is responsible and liable for making any payments in respect of income tax, superannuation, workers' compensation insurance, or any other taxes or similar payments arising from the performance of this agreement and the Vendor will indemnify Wiley and keep Wiley indemnified for all such payments. If Wiley is required by law to make any such payments, Wiley may deduct the amount of any such payments from any amounts owing to the Vendor or any amounts owing to the Vendor from time to time, unless otherwise expressly agreed in writing.

Singapore: Wiley contracting party is John Wiley & Sons Singapore Pte Ltd

d) It is not intended by the parties that any term of these Contract Terms may be enforced under the Contracts (Rights of Third Parties) Act 2001 by a person who is not a party to these Contract Terms.

India: Wiley contracting party is Wiley India Pvt Ltd

e) The parties agree, acknowledge and undertake that Wiley shall be entitled to withhold applicable TDS (Tax Deduction at Source), as applicable, as per Indian Income Tax Act, from any amounts payable to the Vendor hereunder.