

DIGITIZATION AND DISTRIBUTION AGREEMENT

THIS AGREEMENT is made on the 25th day of October, 2012 between

BNF-PARTENARIATS whose principal place of business is Site François-Mitterrand, Quai François-Mauriac, 75706 Paris Cedex 13 ("**BNFP**")

and

ProQuest LLC, with offices at 789 E. Eisenhower Parkway, Ann Arbor, MI 48108 and The Quorum, Barnwell Road, Cambridge, CB5 8SW UK and its Affiliates ("**ProQuest**").

INTRODUCTION

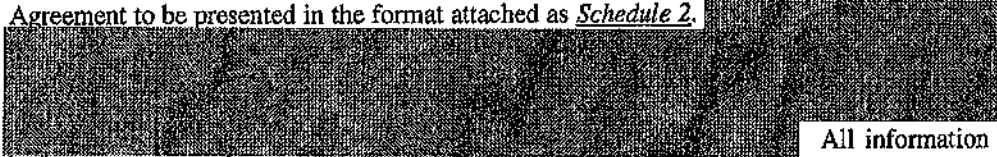
Within thirty (30) days from the date of this Agreement, BNFP will enter into an agreement with the *Bibliothèque Nationale de France* whose principal place of business is Site François-Mitterrand, Quai François-Mauriac, 75706 Paris Cedex 13 (the "**Source Institution**") pursuant to which (the "**Master Agreement**"):

- BNFP will (i) be granted all license rights to be sub-licensed to ProQuest in Section I(A)(a) of this Agreement and (ii) be vested with all other rights necessary to perform this Agreement;
- The Source Institution will (i) grant all license rights to be sub-licensed to ProQuest in Section I(A)(a) of this Agreement and (ii) undertake to perform all obligations incumbent on it under this Agreement;

BNFP wishes to grant the right and ProQuest wishes to accept the right and obligation to digitize the Source Materials (as defined below) and to publish and distribute the Digitized Materials (as defined below) in the form and medium and on the terms set out in this Agreement.

Rec. [Signature]

DEFINITIONS. In this Agreement, the following definitions will apply:

1. **"Affiliate"** means any corporate entity that, directly or indirectly, through one or more intermediaries, has Control or is under the Control of, or is under common Control with, ProQuest or its parent company.
2. **"Agreement"** means this agreement.
3. **"Authorized Users"** means any person, entity or body set out in Schedule 1.
4. **"Business Plan"** means the applicable business plan for each year of the term of this Agreement to be presented in the format attached as Schedule 2.


All information contained in each annual business plan are estimates based upon the information available at that time and shall not constitute a guarantee or promise of particular results or performance on the part of either party.
5. **"Collection"** means any set of content released by ProQuest as a collection of its *Early European Books* database.
6. **"Control"** means the control within the meaning of Sections I and II (under the exclusion of Section III) of article L. 233-3 of the French Commercial Code.
7. **"Digitization Period"** means a period of five years and a half (5.5 years), starting no later than thirty (30) days from the date of this Agreement, during which the Source Materials will be available for digitization by ProQuest as specified in Section II of this Agreement.
8. **"Digitized Materials"** means the Electronic Formats of the Source Materials created by ProQuest pursuant to Section II of this Agreement.
9. **"Digitization Metadata"** means the digital metadata created by ProQuest and/or its subcontractors in connection with the creation of the Digitized Materials, the specifications for which are set out in Schedule 4.
10. **"Electronic Formats"** means all electronic forms, including magnetic, optical or any other form of electronic media or transmission (whether now in existence or developed during the term of this Agreement), including electronic transmission to on-line terminals and computer networks for searching, displaying, downloading and printing.
11. **"Embargo Period"** means a period of ten (10) years from the date of publication online of each Collection of ProQuest's *Early European Books* database.

12. **"Engagement Managers"** means the managers of each party in charge of the implementation of this Agreement as initially designated in Schedule 5 or subsequently notified by either party to the other party.
13. **"Enhanced Metadata"** means the Metadata as amended, adapted, enhanced and/or translated by ProQuest during the term of this Agreement, the specifications for which are set out in Schedule 3.
14. **"Escalation Procedure"** means the escalation procedure provided for in Section VI(K) of this Agreement.
15. **"Executive Representatives"** means the executive representatives of each party as initially designated in Schedule 5 or subsequently notified by either party to the other party.
16. **"Master Agreement"** means the agreement to be entered into by BNFP and the Source Institution.
17. **"Master Copies"** means (i) archival quality versions of the Digitized Materials, supplemented by the Metadata and the Digitization Metadata, which shall meet the exact specifications set out in Schedule 4 and (ii) any OCR and page-level indexing created by ProQuest at the time of the digitization of the Source Materials.
18. **"Metadata"** means the existing catalogue records, notices and other printed or digital metadata created by the Source Institution in connection with the Source Materials as more specifically set out in Schedule 4.
19. **"Net Revenue"** means the amount received by ProQuest for the sale or licensing of the Digitized Materials under any commercial form or manner (whether now in existence or developed during the term of this Agreement), but shall not include (i) amounts for sales taxes or other applicable duties, (ii) any invoiced expenses (e.g. postage, insurance, shipping and handling) and (iii) credit notes for returns or other discounts that are not provided for in ProQuest's general terms of business; and (iv) with respect to on-line distribution, it shall not include amounts for telecommunications charges, connect time charges, or systems access fees.
20. **"Open Access"** means those distribution models which make the Digitized Materials available for searching, displaying, downloading and/or printing via the worldwide web where there is no fee or only a nominal fee charged (e.g. Gallica and Europeana).
21. **"Source Materials"** means the works comprising the selection of printed books published in France between 1470 and 1700 specified in Section II(A), representing 10,000,000 pages from roughly 70,000 books, which are the subject matter of this Agreement.

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I. LICENSES

A. License Grant.

- a) License Grant by BNFP. During the term of this Agreement, BNFP grants to ProQuest a non-exclusive license and right to, and ProQuest accepts the right to:
1. access and use the Source Materials to create the Digitized Materials as specified in Section II below;
 2. reproduce, market and distribute the Digitized Materials in Electronic Formats as part of a Collection of ProQuest's *Early European Books* database ; the right to reproduce, market and distribute the Digitized Materials in printed form and/or as part of any product or service other than ProQuest's *Early European Books* database, including but not limited to any individual, collective and/or derivative work containing Digitized Materials, is subject to BNFP's prior written approval which may be subject to specific terms and conditions to be agreed upon in writing;
 3. sub-license the Digitized Materials to customers on a subscription basis in accordance with ProQuest's standard Electronic Products License Agreement attached hereto as Schedule 6;
 4. sub-license the Digitized Materials to customers on a perpetual archive license basis in accordance with ProQuest's standard Electronic Products License Agreement as amended by the Perpetual Archive License Addendum attached hereto as Schedule 7;
 5. use, amend, adapt, enhance and translate, as sublicensee of BNFP, the Metadata;
 6. use, as sub-licensee of BNFP, the Source Institution's name, trademark and logo for identifying the origin or source of the Source Materials within ProQuest's products and services in accordance with the specifications set out in Schedule 9.
- b) License Grant by ProQuest. ProQuest grants to BNFP a perpetual license and right to use the Enhanced Metadata for internal and/or commercial purposes via its own systems, in accordance with the provisions of Section III.

B. Reservation of Rights.

- a) Source Institution's Reservation of Rights. Except as specifically provided for in this Agreement, all rights in and to the Source Materials and Metadata, and all such rights to those Source Materials and Metadata remaining in the Source Institution's collections, are reserved.

Except as specifically provided for in this Agreement, nothing in this Agreement shall be construed as preventing the Source Institution from internal and/or commercial use of the

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Source Materials and Metadata in any form or format, whether in existence or developed in the future.

It is understood by both parties that the Source Materials remain subject to the moral rights of their authors provided for in articles L. 121-1 et seqq. of the French Intellectual Property Code. Each party shall inform the other if it becomes aware of any claim of moral rights being exerted by an author or its successors in interest.

- b) *BNFP's Reservation of Rights.* Except as specifically provided for in this Agreement, BNFP, as licensee of the Source Institution, retains all rights not otherwise granted under this Agreement, including without limitation all rights to and use of the Metadata, for internal and/or commercial purposes.

BNFP shall fully own the Master Copies delivered to it by ProQuest in perpetuity.

- c) *ProQuest's Reservation of Rights.* ProQuest may prepare bibliographic citations, abstracts and indices, capture objects and related references from selected portions of the Digitized Materials, and use the Master Copies of the Digitized Materials in its possession to enhance the discoverability and analysis of content contained in the Digitized Materials, including but not limited to the creation of the Enhanced Metadata.

Nothing in this Agreement shall prohibit ProQuest from using the Digitized Materials in the creation of text versions of the materials contained within the Source Materials, whether by means of OCR technology or by participation in a text creation project.

ProQuest reserves all intellectual property rights in its products and services, including without limitation the copyright or database right existing in its products and services.

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II. DELIVERY AND DIGITIZATION

- A. Provision of Source Materials and Metadata. BNFP shall ensure that the Source Institution will provide ProQuest with the Source Materials and related Metadata in accordance with the Business Plan.

BNFP or the Source Institution may elect to exclude certain books from digitization if it determines such books to be too fragile or otherwise unsuitable for digitization hereunder as more specifically set out in Schedule 4.

BNFP shall ensure that the Source Institution will provide ProQuest with adequate space at Source Institution's business premises for ProQuest to set up one or two dedicated digitization studios as more specifically set out in Schedule 4.

- B. Creation of Digitized Materials. During the Digitization Period, ProQuest shall digitize the Source Materials provided by the Source Institution in accordance with the Business Plan.

ProQuest will reproduce the Source Materials and related Metadata in Electronic Formats in accordance with the specifications and procedures set out in Schedule 4, and materially in accordance to the timetable of the Business Plan.

ProQuest may assign the creation of the Digitized Materials to one or more subcontractors, it being agreed that any selected subcontractor shall be subject to BNFP's prior written approval.

ProQuest or its subcontractor will cover any damage to books during digitization by appropriate insurance policies meeting the requirements set out in Schedule 8. ProQuest or its subcontractor shall provide BNFP with a copy of its most current Certificates of Insurance upon request.

- C. Use of Source Institution's Name and Source Acknowledgement. The specifications for the acknowledgment and use of the Source Institution's name are set out in Schedule 9.
- D. Provision of Master Copies and Enhanced Metadata. ProQuest shall provide Master Copies to BNFP on a schedule consistent with the digitization schedule and as may be more fully set out in the Business Plan.

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III. BNFP OR SOURCE INSTITUTION'S RIGHTS TO THE DIGITIZED MATERIALS AND ENHANCED METADATA AND COMPLIMENTARY ACCESS TO THE EARLY EUROPEAN BOOKS DATABASE

A. Access to the Digitized Materials/Enhanced Metadata and to the Early European Books Database through ProQuest's Proprietary Products and Services.

1. Access to Digitized Materials/Enhanced Metadata through ProQuest's Proprietary Products/Services.

- a. During the term of this Agreement, ProQuest shall provide free and full access to the Digitized Materials and Enhanced Metadata through one or more of its products and services to BNFP or the Source Institution for on-site use by Authorized Users.
- b. Upon expiration or termination of this Agreement, BNFP or the Source Institution may – at its election – continue to have access to the Digitized Materials and Enhanced Metadata within one or more of ProQuest's products and services for the benefit of the library and its Authorized Users so long as the institution pays an appropriate annual fee to ProQuest for such access in accordance with the provisions of ProQuest's standard Electronic Products License Agreement (Schedule 6) as amended by the Perpetual Archive License Addendum (Schedule 7). The amount of the access fee to be paid shall be no more than the access fees charged to ProQuest's other similarly situated third party licensees of the Digitized Materials on perpetual archive license.
- c. All use of ProQuest's proprietary products and services and any content contained therein is subject to the terms of ProQuest's standard Electronic Products License Agreement attached hereto as Schedule 6.

2. Access to Early European Books database.

- a. During the term of this Agreement, ProQuest shall provide free and full access to the complete *Early European Books* database for use by BNFP and/or Source Institution's library staff for their own internal, academic research use via a total of no more than eight (8) user accounts (user names and passwords) for points of access located on premises of BNFP or the Source Institution. For the avoidance of doubt, access by librarians and/or staff shall not be used for the purposes of conducting document delivery or research services for the benefit of library patrons or other third parties.
- b. In addition, during the term of this Agreement and upon its expiration or termination, BNFP or the Source Institution may purchase a license to one or more Collections of *Early European Books*. A minimum discount shall be offered equivalent to the proportion of Digitized Materials in each Collection that have been sourced from the Source Institution.

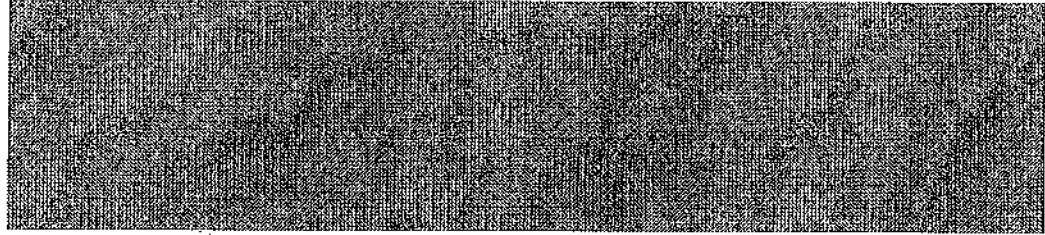
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- c. All use of ProQuest's proprietary products and services and any content retrieved therefrom is subject to the terms and conditions of ProQuest's standard Electronic Products License Agreement attached hereto as Schedule 6.

B. Rights of BNFP or the Source Institution to and Uses of the Digitized Materials/Enhanced Metadata During the Embargo Period.

During the Embargo Period, BNFP will have the following restricted and limited uses of the Master Copies of the Digitized Materials and/or Enhanced Metadata on its behalf or to the benefit of the Source Institution through its own systems:

1. Library Facilitated Open Access. BNFP or the Source Institution is permitted to make a subset of no more than five percent (5%) of the Digitized Materials freely available via an Open Access model on a worldwide basis, in particular – without limitation – via Gallica, Europeana and as part of specific events and research programs. The subset of the Digitized Materials will be calculated as a percentage of the total number of books within the Source Materials. BNFP or the Source Institution will retain sole right to select the books included in the subset.



2. Library Facilitated Access to Authorized Users. The Digitized Materials will be freely accessible for on-site access by Authorized Users within BNFP or the Source Institution.
3. Copies of Individual Works and Single Images. BNFP or the Source Institution may include the Digitized Materials in their facsimile, print-on-demand and reproduction programs (both print and digital) for commercial (subject to paragraph 4 below) or non-commercial purposes, provided that the programs are limited to the provision of individual works or single images from the Digitized Materials. BNFP or the Source Institution may assign these rights to third party organizations.
4. Commercial Uses of Digitized Materials / Enhanced Metadata. All commercial uses of the Digitized Materials and Enhanced Metadata by BNFP, the Source Institution, or its third party distributors during the Embargo Period shall be subject to ProQuest's prior approval which shall not be unreasonably withheld. Any application submitted in writing by BNFP to ProQuest pursuant to this section shall be deemed approved unless ProQuest notifies its founded disapproval or a request for additional information within thirty (30) days from receipt of BNFP's application.

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C. Rights of BNFP to and Uses of the Digitized Materials/Enhanced Metadata at the End of the Embargo Period.

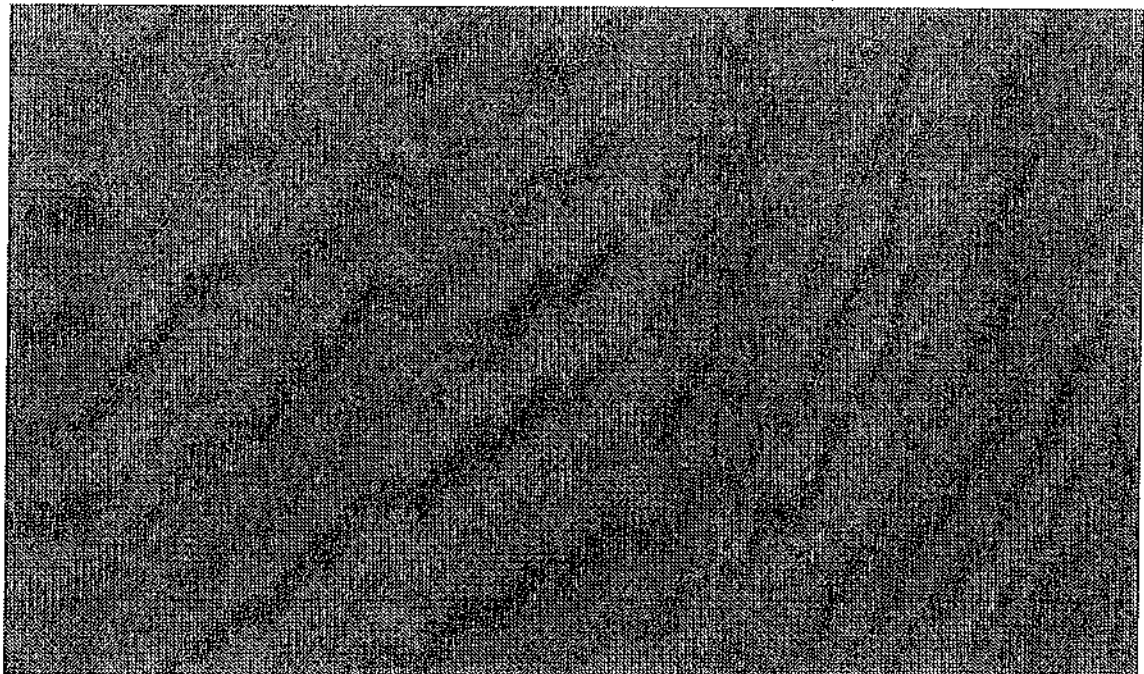
At the end of the Embargo Period, and in addition to the rights outlined above in Section III(B), BNFP will have full and unlimited commercial and non-commercial use of the Master Copies of the Digitized Materials and/or Enhanced Metadata. In particular, BNFP may make all Digitized Materials freely available via an Open Access model on a worldwide basis, in particular – without limitation – via Gallica and Europeana.

For the avoidance of doubt, ProQuest will retain non-exclusive commercial rights to exploit the Digitized Materials during the term of this Agreement, and compensation will continue to be payable under Section IV below.

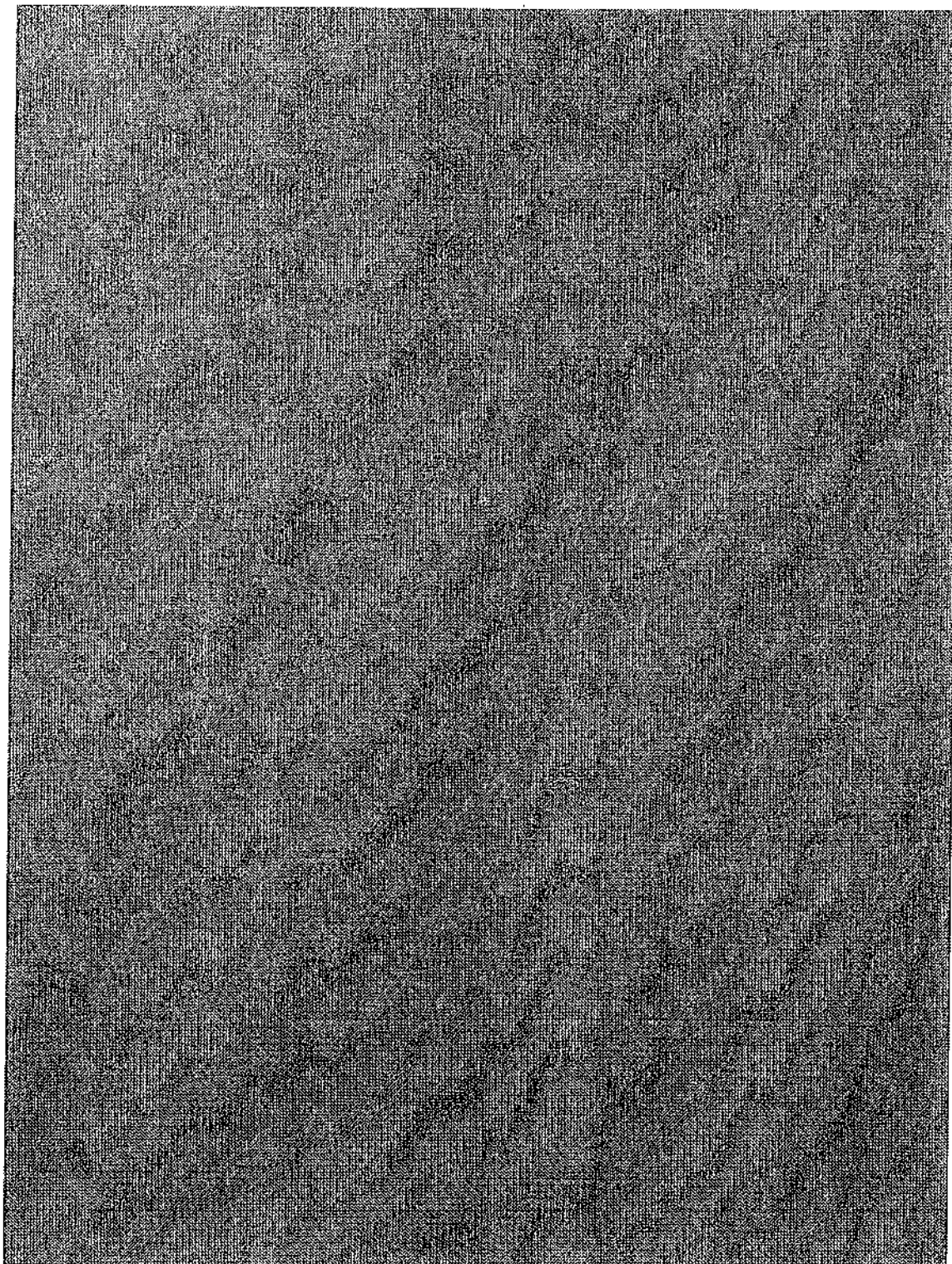
D. Rights of BNFP to and Uses of the Digitized Materials/Enhanced Metadata after the Expiration or Termination of this Agreement.

In the event of expiration or termination of this Agreement and remaining subject to the Embargo Period, BNFP will have full and unlimited use of the Master Copies, the Digitized Materials and Enhanced Metadata. In particular, BNFP may make all Digitized Materials and Enhanced Metadata freely available via an Open Access model on a worldwide basis, in particular – without limitation – via Gallica and Europeana.

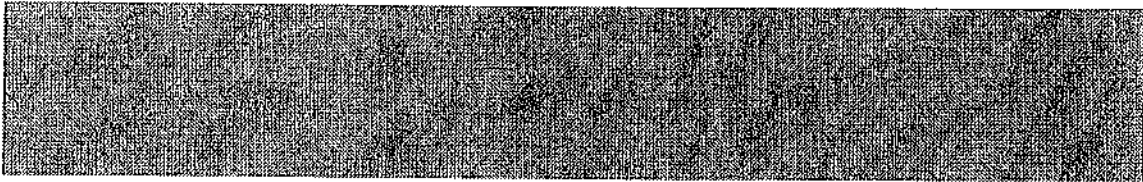
IV. COMPENSATION



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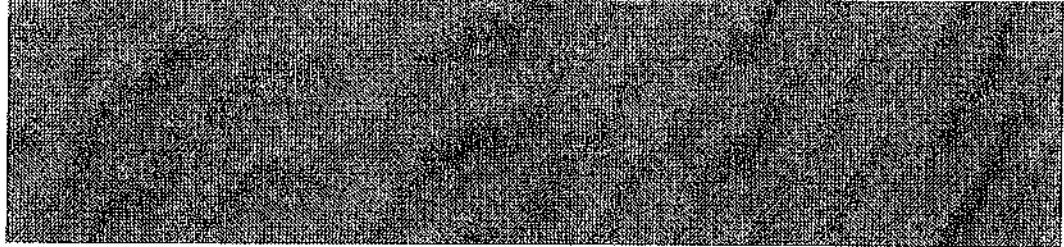
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V. TERM

- A. Term and Renewal. The initial term of this Agreement shall be for fifteen (15) years from the date of the Master Agreement and will automatically renew for successive one year periods unless either party notifies the other of termination in writing at least ninety (90) days prior to the expiration date of the current term.
- B. Termination for Material Breach by ProQuest. Subject to the prior completion of the Escalation Procedure, BNFP may terminate this Agreement with ninety (90) days written notice to ProQuest in the event of any material breach by ProQuest of its obligations under this Agreement, provided that ProQuest does not cure such failure within ninety (90) days from receipt of BNFP's written notice of breach issued no sooner than the completion of the Escalation Procedure.
- C. Termination for Material Breach by BNFP. Subject to the prior completion of the Escalation Procedure, ProQuest may terminate this Agreement with ninety (90) days written notice to BNFP in the event of any material breach by BNFP of its obligations under this Agreement, and in particular if BNFP (i) fails to ensure that the Source Institution provides a material supply of Source Materials and related Metadata in accordance with the Business Plan or (ii) fails to pay its contribution to the digitization costs under Section IV(B) above, provided that BNFP does not cure such failure within ninety (90) days from receipt of ProQuest's written notice of breach issued no sooner than the completion of the Escalation Procedure.

D. Termination for Material Underperformance/Unprofitability. In the event of material



E. Termination for Material Adverse Change under Governing Law. If during the Embargo Period (a) legislation materially altering the terms of this Agreement becomes effective under governing law, either directly or through a European Union Directive; and (b) the parties fail to reach an agreement to remediate the material adverse effect of such legislation on the equilibrium of this Agreement using the Escalation Procedure; then the affected party may, without penalty, terminate this Agreement with thirty (30) days written notice to the other party issued no sooner than the completion of the Escalation Procedure. The Embargo Period for Digitized Materials digitized prior to such termination shall remain in full force and effect for the shorter of the duration provided for hereunder or the maximum duration allowed under the amending legislation.

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F. Effect of Termination. Following termination or expiration of this Agreement, ProQuest shall be allowed to complete the digitization of any Source Materials in process (as defined in Schedule 4) and ProQuest shall have the right to (1) continue to sell new licenses to the Digitized Materials for the time remaining (if any) on any Embargo Period in effect as of the effective date of termination and (2) fulfill its obligations to customers who have purchased licenses to products containing the Digitized Materials – whether such licenses are for a limited term (subscription) or perpetual archive licenses – which right shall extend beyond the termination of this Agreement as well as the expiration of any Embargo Period. ProQuest may retain copies of the Digitized Materials for the purpose of production and archiving and in order to allow ProQuest to exercise the rights granted under this Agreement. Royalty obligations shall remain in force as long as licenses are fulfilled by ProQuest.

Termination or expiration of this Agreement shall not affect either party's accrued rights hereunder and royalty obligations shall remain in force as long as licenses are fulfilled by ProQuest.

VI. OTHER MATTERS

A. Representations and Warranties.

1. BNFP represents and warrants that it has or will have all the rights necessary to enter into and perform this Agreement, that it will validly hold the Source Materials and related Metadata to be provided to ProQuest under this Agreement.

Notwithstanding the limitation of liability language contained elsewhere in this Agreement, BNFP shall be solely responsible for and hold ProQuest harmless against any loss, damage, claim, liability, settlement cost or expense, including reasonable attorney fees, incurred by it or ProQuest and arising out of or in connection with any breach of BNFP's representations and warranties.

2. ProQuest represents and warrants that it has all the rights necessary to enter into and perform this Agreement.

Notwithstanding the limitation of liability language contained elsewhere in this Agreement, ProQuest shall be solely responsible for and hold BNFP harmless against any loss, damage, claim, liability, settlement cost or expense, including reasonable attorney fees, incurred by it or BNFP and arising out of or in connection with any breach of ProQuest's representations and warranties.

B. Disclaimer of Warranty.

EXCEPT AS EXPRESSLY SET FORTH ELSEWHERE IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL IMPLIED WARRANTIES ARE HEREBY DISCLAIMED.

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C. Liability and Limitation of Liability.

In no event shall either party be liable for special, consequential, exemplary or indirect damages, or for "lost profits" even if advised of the possibility thereof.

Except in the case of gross negligence or willful misconduct, the maximum liability of ProQuest for damage to any of the Source Materials shall be the amount covered by the insurance policies of ProQuest and/or its designated subcontractors, which policies shall meet the requirements set out in Schedule 8.

D. Force Majeure.

Neither BNFP nor ProQuest shall be considered in default or liable under this Agreement in cases of delays in the implementation of any provision of this Agreement due to an external, unpredictable and irresistible event or other circumstances beyond its reasonable control such as strikes (a "Force Majeure").

In the event that such Force Majeure should obstruct performance of any provision of this Agreement for more than thirty (30) days, the parties shall discuss with each other in accordance with the Escalation Procedure.

E. Notices.

Notices must be in writing and addressed to the attention of the Engagement Managers of each party or as otherwise specified in Schedule 5. Notice will be deemed given (a) when verified by written receipt if sent by personal courier, overnight courier, or mail; (b) when verified by automated receipt or electronic logs if sent email and confirmed by copies sent via regular mail or courier or by reply by the receiving party.

F. No Waiver / Amendment / Update of Schedules.

Failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce such provision.

No waiver, amendment, update of schedules or other modification shall be valid or binding unless in writing and signed by both parties.

The Schedules to this Agreement shall be updated by the parties on a regular basis, at least once a year on or around the anniversary date of this Agreement. Any updated Schedule to this Agreement shall be duly executed by each party and notified to the other party under Section VI(E) above.

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G. Confidentiality/ Public Disclosure.

The parties shall keep the specific terms of this Agreement and the content of the business discussions between the parties confidential, including information which is or should be reasonably understood to be confidential or proprietary to the discloser of the information.

Notwithstanding this provision, either party may disclose relevant portions of this Agreement (1) to its parent or subsidiary companies; (2) to the French authorities and establishments involved in the "Investissements d'Avenir" program; (3) for due diligence purposes related to a prospective sale or purchase of the party's business or assets; (4) as otherwise required under and pursuant to a legal or regulatory obligation, or because of a decision handed down by a court, or in connection with a court or governmental or administrative investigation or enquiry or proceeding; or (5) with the other party's prior written approval.

This confidentiality provision shall survive the termination of this Agreement.

During the term of this Agreement, any public disclosure, announcement or statement by ProQuest in respect of the Agreement, including but not limited to the press or media, is subject to BNP's prior written approval as to the desirability, means of communication and content of such disclosure.

H. Survival.

NOTWITHSTANDING THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON, THE PROVISIONS OF SECTIONS I(B), II(D), III(A)(1)(b), III(B), III(C) & III(D), V(E), AND SECTION VI SHALL SURVIVE SUCH EXPIRATION OR TERMINATION AND REMAIN IN FULL FORCE AND EFFECT.

I. Assignment.

Except as specifically provided for in this Agreement, neither party may assign this Agreement or any right or obligation under this Agreement without the prior consent of the non-assigning party, except to the assignee of all or substantially all the assignor's assets necessary to perform its obligations under this Agreement.

J. Governance.

This Agreement shall be governed and construed according to the laws of France.

K. Escalation.

Either party may give the other party notice of an issue not resolved in the normal course of business, including (i) any actual or potential breach of this Agreement, and (ii) any business

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issue such as any issue in connection with the Business Plan or any technological evolution, that materially alters the rationale and/or financial equilibrium of this Agreement.

The notice shall include a detailed description of the issue, dispute or controversy and the party's justification for its position. Within ten (10) days after delivery of such notice (the "Notice Date"), the Engagement Managers of each party shall negotiate in good faith to try to resolve the dispute. If the Engagement Managers do not resolve the dispute within twenty (20) days after the Notice Date, then the Executive Representatives of each party shall in good faith work to resolve the issue within the next thirty (30) days.

L. Arbitration.

Provided that the Escalation Procedure has been completed, any dispute, controversy or claim arising between the parties that remains unresolved may be settled in arbitration in accordance with the Rules of Arbitration of the Paris International Court of Arbitration (ICA) of the International Chamber of Commerce (ICC) pursuant to the regulations in force if the dispute is brought for resolution by either party. The arbitration shall take place in Paris, France in the French language, except for supporting documents which may be in English. The costs of arbitration, including reasonable attorney's fees, of the prevailing party in any arbitration proceeding initiated hereunder shall be borne by the non-prevailing party. Where culpability is shared between the parties, the arbitrator shall determine an equitable allocation of costs and fees.

This document constitutes the entire understanding of both parties with respect to the digitization of the Source Materials and the distribution of the Digitized Materials.

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BNF-PARTENARIATS
Signature

Rodrigue E. Gauthier

ProQuest LLC
Signature

Bruno Racine

President

BNF-PARTENARIATS
Representative name & title (printed)

Rodrigue E. Gauthier

General Manager + SVP

ProQuest LLC
Representative name & title (printed)

Jade Racine
Approved by Legal

SCHEDULES

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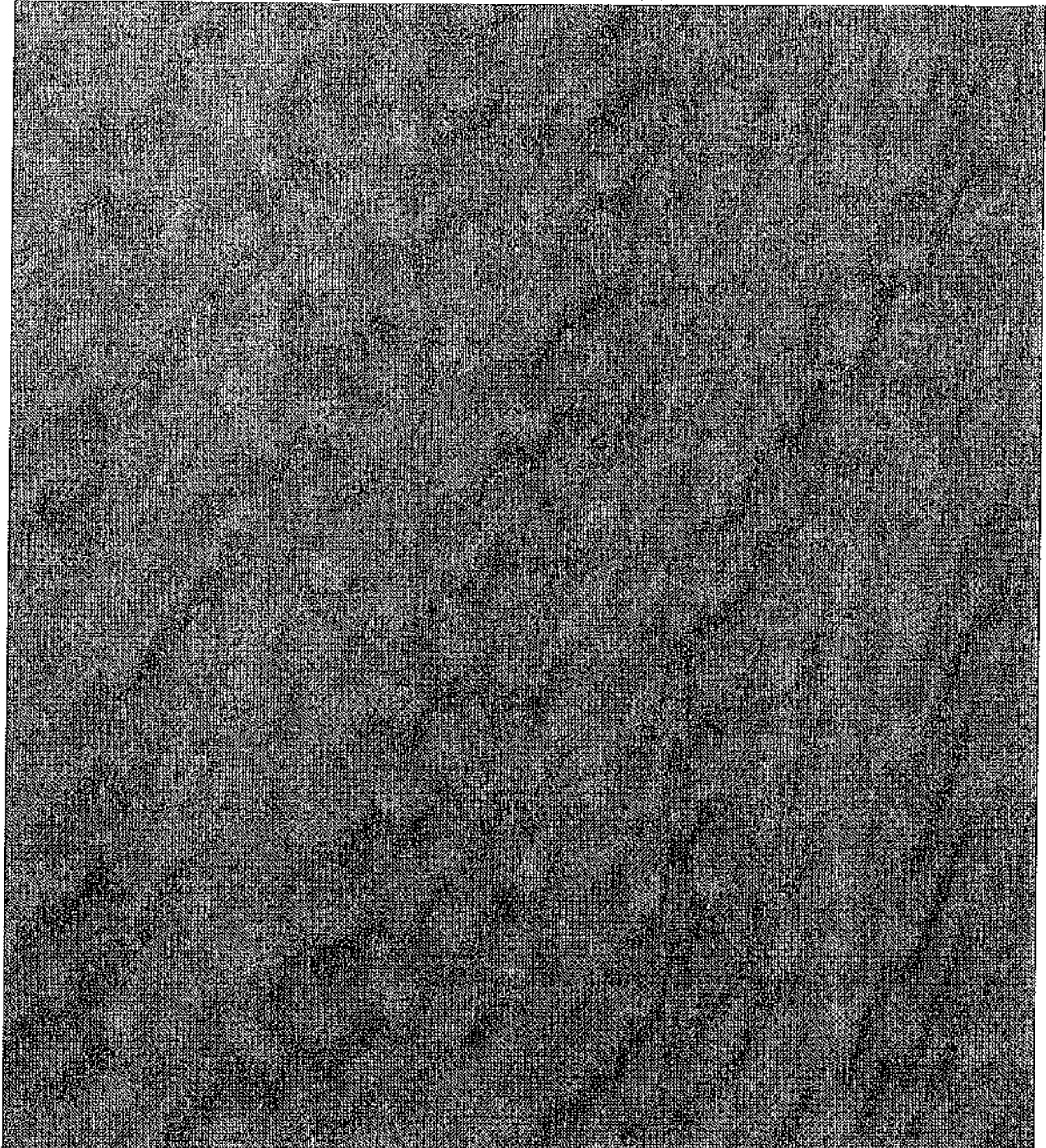
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SCHEDULE 1. Definition of Authorized Users

"Authorized Users" refers to any person having an access to one or several reading room(s) of BNF (library patrons) and all the BNF Staff.

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SCHEDULE 2. Business Plan (including ProQuest's Sales Forecasts and the Timetable for the Digitization Period)



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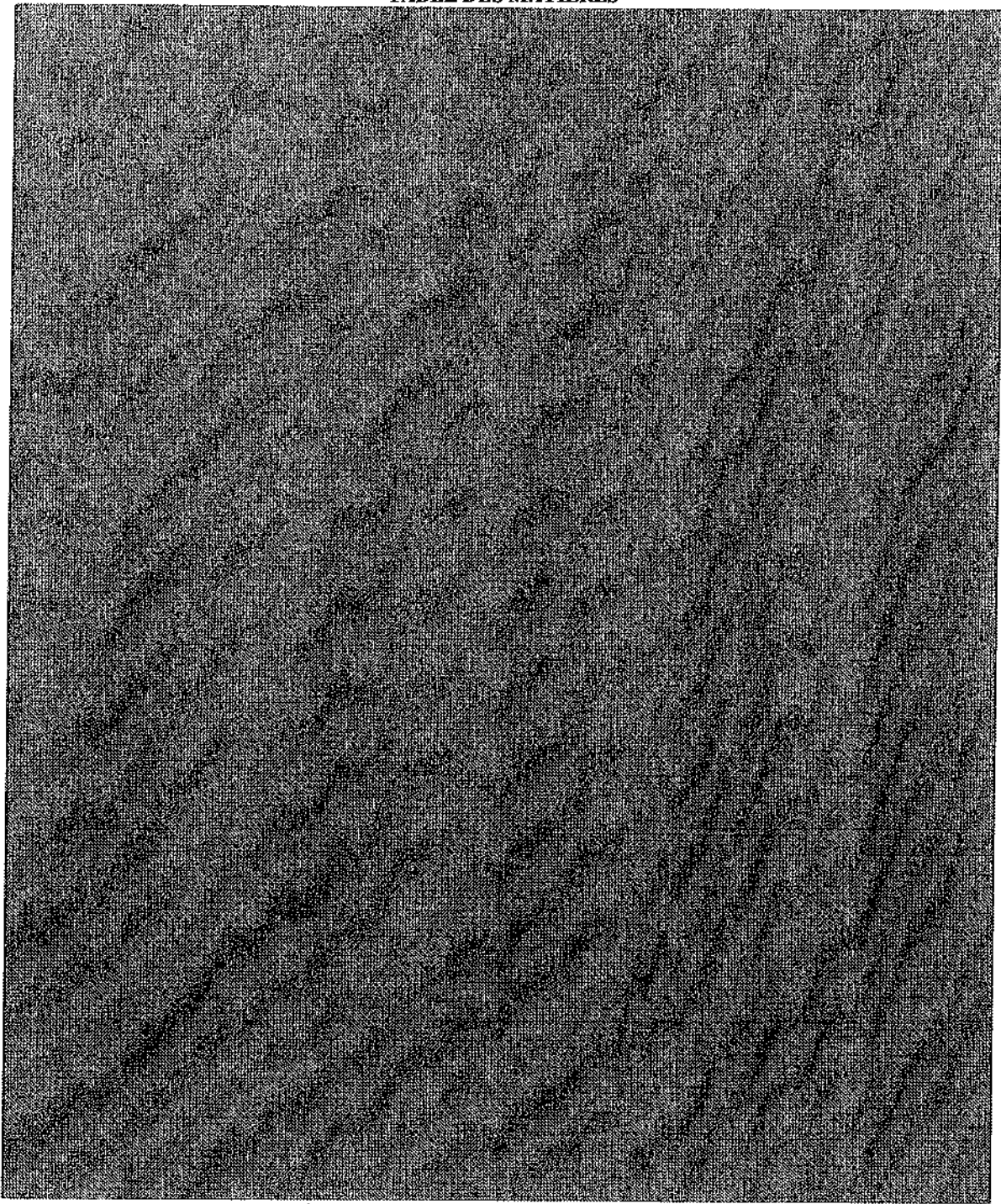
SCHEDULE 3. Definition of Enhanced Metadata

Enhanced metadata are the metadata added by ProQuest for each digitized books. It includes the following:

- **Page type (required accuracy 99%): values =**
 - o Title page
 - o Contents page
 - o Index page
 - o Chapter page
 - o Front endpaper
 - o Back endpaper
 - o Interior front binding
 - o Interior back binding
 - o Fold-out
 - o Loose page
 - o None
- **Colour (required accuracy 99%): values = "colour" or "monochrome"**
- **Illustration types (required accuracy 99%): values = "no" or one or more of the following values:**
 - o A = Coat of arms
 - o B = Chart
 - o C = Form
 - o D = Genealogical table
 - o E = Handwritten page/insert*
 - o F = Illuminated lettering*
 - o G = Illustration
 - o H = Map
 - o I = Manuscript (i.e. handwritten) marginalia and other annotation*
 - o J = Printed marginalia*
 - o K = Musical notation*
 - o L = Plate
 - o M = Plan
 - o N = Portrait
 - o O = Printers Mark – Colophon
 - o P = Printers Mark – Title Page
 - o Q = Rubricated text*
 - o R = Illustrated page borders*
 - o S = Closures*
- **Page numbering**

**SCHEDULE 4. Terms and Conditions for Digitizing the Source Materials
(including Technical Specifications, Definition of Metadata, Definition of Digitization
Metadata and Processes)**

TABLE DES MATIERES



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SCHEDULE 5. Project management

At the launch of the project – within 4 weeks following the signature of the contract - a kick off meeting will be held in order to introduce all the stakeholders of the project.

During the whole period of the contract, an Executive Committee will proceed to the financial report and agree on the potential update of the schedules once a year. If considered as necessary, one of the parties may ask for an exceptional Executive Committee.

The Executive Committee is made up of Executive Representatives of ProQuest and Executive Representatives of BNFP. Minutes of the meetings of the Executive Committee will be drafted by the chair of the meeting. The executive committee will adopt its terms of reference.

During the Digitization Period, there will be a Steering Committee made up of:

- the Engagement Managers of each party,
- one representative of the Source Institution as initially designated in SCHEDULE 4,
- one representative of the "Direction Des Collections" of the Source Institution,
- if necessary other representatives of the Source Institution for their specific competencies and,
- as the case may be, one representative of each of ProQuest's subcontractors.

The role of the Steering Committee is to:

- supervise the carrying out of the digitization of the Source Materials,
- prepare regular progress reports and to ensure full compliance of the digitization process with this Agreement.

The parties will ensure that the Steering Committee meets at least every three (3) months at venues to be agreed, or by tele-conference. Minutes of the meetings of the steering committee will be drafted by the chair of the meeting. The Steering Committee will adopt its terms of reference.

Besides a Project Committee will be set up to address operational problems during the Digitization Period. The Project Committee meets at least once every two weeks within 6 months following the set up of any workshop and on specific demand if necessary. Its rules and members will be defined in the "Cahier de Procedures" at the start of the project.

SCHEDULE 6. ProQuest's Standard Electronic Products License Agreement

Electronic Product License Agreement - Terms and Conditions

• COS • CSA • Chadwyck-Healey • Culture Grams • eLibrary • Micromedia ProQuest • ProQuest • SIRS •

You, the Institution listed above, agree that you and your Authorized Users are bound as follows:

1. **License Grant.** Subject to the terms of this Agreement, ProQuest LLC ("ProQuest") hereby grants you a non-exclusive, non-transferable license to access and use the products listed on your approved Order Form, invoice or purchase order (the "Products") at your principal location (and those on any Additional Sites/Member Libraries Schedule). Any remote access rights and/or limits on simultaneous users are specified on the Order Form. Except as expressly set forth in this Agreement, you do not acquire any intellectual property rights in the Products or any associated software, systems, documentation or other materials. All such rights and interests remain in ProQuest and its licensors.
2. **Authorized Users.** By "Authorized User" we mean only: (1) For public libraries: library staff, individual residents of your reasonably defined geographic area served and walk-in patrons while they are on-site; (2) For schools and other academic institutions: currently enrolled students, faculty, staff, visiting scholars and walk-in patrons while they are on-site; and (3) For other types of organizations: your employees, independent contractors and other temporary workers while they are performing duties within the scope of their employment or assignment.
3. **Remote Access.** If your subscription allows you to provide remote access to a Product, you will strictly limit such access to Authorized Users through the use of passwords, IP addresses or other secure method of user verification. You will not share access with other institutions or third parties either directly or indirectly. You will immediately notify us if you believe your security has been compromised.
4. **No redistribution.** ProQuest endorses the Interlibrary Loan and Scholarly Sharing provisions below. Beyond these uses, you may not redistribute any material retrieved from the Products nor allow any use that will infringe the copyright or other proprietary right of ProQuest or its licensors. You may not use the Products to create products or perform services which compete or interfere with those of ProQuest or its licensors.
5. **Permitted Uses.** The Products may be used for your internal research or educational purposes, as follows:
 - a. **Research and Analysis.** You and your Authorized Users are permitted to display and use information contained in the Products for educational, scientific, or research purposes, including illustration, explanation, example, comment, criticism, teaching, research or analysis, provided that in doing so you or your Authorized Users do not violate an express provision of this Agreement.
 - b. **Digital and Print copies.** You and your Authorized Users may download or create printouts of a reasonable portion of the articles or other works contained in the Products so long as each work is retrieved directly from the on-line database system in a manner that causes a "hit" to be registered on the on-line system for each and every print or digital copy. All reproduction and distribution of such printouts, and all downloading and electronic storage of materials retrieved through the Products shall be for your own internal or personal use as allowed under the doctrines of "fair use" and "fair dealing". Downloading of all or parts of a Product in a systematic or regular manner or so as to create a collection of materials comprising all or a material subset of a Product is strictly prohibited whether such collection is in electronic or print form.
 - c. **Electronic Reserves.** Articles or other works contained in a Product may be included in your electronic reserves systems so long as such use employs durable links to the Products so that a "hit" is registered on ProQuest's on-line platform each time a student views the work on reserve.
 - d. **Fair Use/Fair Dealing.** Nothing in this agreement restricts your use of the materials contained within the Products under the doctrines of "fair use" or "fair dealing" as defined under the laws of the United States or England, respectively.
 - e. **Interlibrary Loan (ILL).** Interlibrary Loan of materials retrieved from the Products is allowed provided that the loan is not done in a manner or magnitude that would replace the recipient library's own subscription to either the Products or the purchase of the underlying Work (e.g., newspaper, magazine or book), and that you comply with

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any special terms imposed by specific content providers or licensors as required under Section 6(c). With respect to our ProQuest® Dissertations & Theses product and other electronic archives such as Early English Books Online, Interlibrary Loan is restricted to one *printed* copy of the specifically requested dissertation, book or pamphlet loaned out at any one time.

- f. Scholarly Sharing. You and your Authorized Users may provide to a third party colleague minimal, insubstantial amounts of materials retrieved from the Products for personal use or scholarly, educational or scientific research use in hard copy or electronically, provided that in no case any such sharing is done in a manner or magnitude as to act as a replacement for the recipient's or recipient institution's own subscription to either the Products or the purchase of the underlying Work.
- g. MARC Records. You may load ProQuest's MARC record Products into your Online Public Access Catalog (OPAC) containing your library holdings provided such records are not loaded into a shared online catalog system such as WorldCat without ProQuest's prior written consent.
- h. Scholar/Researcher Profiles. The data contained within scholar profiles within our products are for use in facilitating research and collaboration amongst colleagues. Neither you nor your Authorized Users may export or otherwise exploit the scholar profiles for mass mailings or similar marketing purposes.

6. Supplemental Terms.

- a. Updates. ProQuest will announce any substantial additions, deletions or modifications of information, databases, materials, capabilities or services within the Products on its electronic mailing list service. These shall be subject to the terms and conditions of this Agreement at the time they are added to the Products, but shall not materially alter your use of the Products.
- b. Systems Usage. To protect the Products for the research and educational use of Authorized Users, automated searches against ProQuest's systems are not permitted with the exception of nonburdensome federated search services. Data mining is prohibited.
- c. Content Provider Supplemental Terms. Individual content licensors occasionally have conditions of use applicable solely to their content. Links to such content-specific conditions are clearly displayed with the associated content and will not materially alter your use of the Products. With respect to third-party databases delivered through the Illumina platform, any supplemental terms and conditions are clearly hypertext linked on each search screen.

- 7. Fees and Payments. You agree pay the fees for the Products as shown on the order form, attached invoice, or accepted purchase order within thirty (30) days of your receipt of ProQuest's invoice. Firm U.S. Government orders require a valid purchase order and advance payment or payment in accordance with FAR 52.213.2.

8. Term and Termination.

- a. Term. For subscription-based Products, the term of your rights and access shall continue from the Start Date until the Expiration Date as those are listed on the Order Form or an accepted purchase order for each such Product, plus any renewal term(s) agreed to. For CD-ROM and FTP databases, you are granted a perpetual license to the most current version purchased, subject to the continued application of Acceptable Use Provisions of this Agreement (Section 1-6, above). This Agreement shall continue in force for so long as you are within the term of at least one ProQuest Product.
- b. Termination for Breach. If a party breaches any material term of this Agreement and does not cure after 30 days written notice, the Agreement may immediately be terminated in whole or as to the affected Product. In the event the license granted under this agreement is terminated you shall disable all Products in your possession. This includes the destruction of any CD-ROMs, FTP databases or any software as well as any downloaded copies retrieved from the Products. In addition, ProQuest reserves the right to pursue any other legal remedy available to it.
- c. Remedial Action. Without limiting the above, ProQuest may suspend delivery of Product(s) to you if it reasonably determines that your failure to comply with the Acceptable Use Provisions may cause irreparable harm to it or its licensors under the specific circumstances. If delivery is suspended, ProQuest will work with you in good faith to restore your access as soon as possible.

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9. **Privacy.** The Products do not require the entering or capture of personally identifiable user information. ProQuest makes no representation as to whether any federal, state or local laws may regulate your administration of Authorized Users' access to the Products or require you to obtain consent from any Authorized User (or, in the case of minors, the parent or guardian of such user).
10. **Access and Use.**
- ProQuest® CD-ROM Products may include software to be used in connection with the Products. It may not be reverse engineered or used for any other purpose.
 - You are responsible for local telecommunication connections if they are needed and any related third party charges.
 - ProQuest may seek to assist you from time to time regarding hardware and software compatibility with the Products, however PROQUEST SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR DETERMINING THE COMPATIBILITY OF ANY HARDWARE OR SOFTWARE NOT SUPPLIED BY PROQUEST WITH THE PRODUCTS AND PROVIDES NO WARRANTY WITH RESPECT TO THE OPERATION OF SUCH HARDWARE OR SOFTWARE WITH THE PRODUCTS.
11. **U.S. Government Restricted Rights.**
The Products include materials that are commercial technical data and/or computer databases and/or commercial computer software, as applicable, which were developed exclusively at private expense by ProQuest LLC (f/k/a ProQuest Information and Learning Company and/or Cambridge Scientific Abstracts LP and/or ProQuest-CSA LLC) 789 E. Eisenhower Parkway, Ann Arbor, MI 48108. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer databases and/or computer software are subject to the limited rights restrictions of DFARS 252.227-7202-3 (June 2005) Rights in Computer Software and Computer Software Documentation and/or subject to the restrictions of DFARS 252.227-7019 (June 1995) Validation of Asserted Restrictions - Computer Software, as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (June 1987) Rights in Data-General, FAR 52-227-20(c)(2-3) (March 1994) Rights in Data-SBIR Program and/or subject to the restricted rights provisions of FAR 52.227-15 (May 1999) Representation of Limited Rights Data and Restricted Computer Software and FAR 52.227-19 (June 1987) Commercial Computer Software-Restricted Rights, as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurement.
12. **EEOC Statement.** ProQuest agrees to comply with all provisions of Executive Order 11246 of September 24, 1965, and all rules, regulations and relevant orders of the Secretary of Labor related to equality of employment opportunity which Executive Order, rules, regulations and orders are incorporated herein by reference.
13. **Limited Warranty and Disclaimer of Warranty.** ProQuest warrants that it has all rights necessary to enter into this Agreement and to provide the Products to you. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, THE PRODUCTS AND ALL EQUIPMENT AND SOFTWARE PROVIDED BY PROQUEST TO YOU ARE PROVIDED "AS IS" AND "AS AVAILABLE." THE WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, NEITHER PROQUEST NOR ANY PROVIDER OF INFORMATION OR SOFTWARE IN THE PRODUCTS WARRANTS THE USE OF THE PRODUCTS OR THAT THE SOFTWARE OR SYSTEMS WILL BE UNINTERRUPTED OR ERROR-FREE OR MAKES ANY WARRANTY AS TO THE AVAILABILITY OF THE PRODUCTS, THE ACCURACY, TIMELINESS, CORRECTNESS, RELIABILITY, CURRENCY OR COMPLETENESS OF THE INFORMATION OR THE RESULTS OF YOUR USE OF THE PRODUCTS, THE SOFTWARE OR THE INFORMATION, EVEN IF ASSISTED BY PROQUEST.

14. **Limitation of Liability.** THE MAXIMUM LIABILITY OF PROQUEST AND ITS LICENSORS ARISING OUT OF ANY CLAIM RELATED TO THE PRODUCTS WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY PROQUEST FROM YOU FOR THE PRODUCT AT ISSUE UP TO THE TIME THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY OCCURRED. IN NO EVENT SHALL PROQUEST OR ITS LICENSORS BE LIABLE TO YOU FOR ANY LOST PROFITS, OR ANY OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES RELATED TO THE USE OF THE PRODUCTS OR PROQUEST'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF WHETHER PROQUEST OR ITS LICENSORS ARE DEEMED NEGLIGENT, EVEN IF IT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. **Miscellaneous.**

- a. **Place.** ProQuest's principal place of business where this contract is formed and all services will be deemed performed is located at 789 E. Eisenhower Pkwy, Ann Arbor, MI 48108.
- b. **Assignment.** You may not assign this Agreement or any right granted hereunder without the prior written consent of ProQuest, which consent shall not unreasonably be withheld.
- c. **Taxes.** Except to the extent that you are tax-exempt as to the tax in question, you are responsible for any sales, use, VAT, personal property or other local taxes (except those based on ProQuest's income) or import duties imposed on the Products.
- d. **Waiver.** Failure to enforce any provision of this Agreement shall not be construed to be a waiver of such provision.
- e. **Force Majeure.** Neither Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, Government Restrictions (including the denial or cancellation of any export or other necessary license), wars, acts of terrorism and/or any other cause beyond the reasonable control of the party whose performance is affected.
- f. **Interruption of On-line Products.** Neither ProQuest nor its licensors shall be liable or deemed in default of this Agreement for any failure or delay or interruption in the on-line Products or any failure of any equipment or telecommunications resulting from any cause or circumstance beyond the reasonable control of ProQuest.
- g. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter and supersedes any and all previous and contemporaneous understandings or agreements between the parties with respect to the same subject matter and may not be amended, except in a writing signed by the parties. The terms of your Purchase Orders, if any, are for your convenience and do not supersede any term or condition of this Agreement.
- h. **Severability.** If any provision of this Agreement is found invalid or unenforceable pursuant to a decree or decision of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable according to its terms.

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SCHEDULE 7. ProQuest's Perpetual Archive License Addendum

Perpetual Archive License Addendum - Addendum to Electronic Products License Agreement

This Addendum governs your access to and use of certain of ProQuest's on-line databases when you purchase the perpetual archive option. This addendum, effective the date it is executed by ProQuest, applies only to those Products eligible for this option and for which you have paid the applicable fee, as reflected in the Order Form outlining your purchase of such Products (the "PAL Products").

1. **Perpetual Archive License:** Subject to the grant of license provisions of the Electronic Products License Agreement ("Agreement"), ProQuest hereby grants to you a non-exclusive, non-transferable, perpetual license to the PAL Products. As provided therein, your use of the PAL Products shall be limited to the non-commercial use of you and your Authorized Users. You may not sub-license, assign or transfer your rights or obligations under this Agreement. You may elect to access the PAL Products through ProQuest's proprietary on-line systems in exchange for the annual access fee as set forth below and/or you may elect to host the data using your own systems and user interface.
2. **Restrictions on Downloading and Storage of the PAL Products (or portions thereof)**
You may download one electronic copy of the PAL Products for storage on your internal systems provided that such download does not negatively impact other users of ProQuest's systems. All use of any locally stored copies of the PAL Products is subject to this Agreement. Notwithstanding Section 6(b) of the Electronic Products License Agreement Terms and Conditions, you or your Authorized Users may extract and/or compile data from your locally loaded copies of the PAL products, provide that all such activities shall be solely for the teaching, learning and research purposes of you and your Authorized Users. If you breach any term of this Agreement, ProQuest may, in addition to its other legal rights and remedies, terminate the license granted and upon written notice of such termination you shall certify the destruction of all copies of the PAL Products in your possession.
3. **Fees and Payments**

Solely for the purposes of your licensing of the PAL Products, the following provisions shall apply in place of Section 7 of the Electronic Products License Agreement:

You shall pay the fees for your license and access to the PAL Products as shown on the applicable Order Form, attached invoice, or accepted purchase order. The fees due for your license consist of the following components:

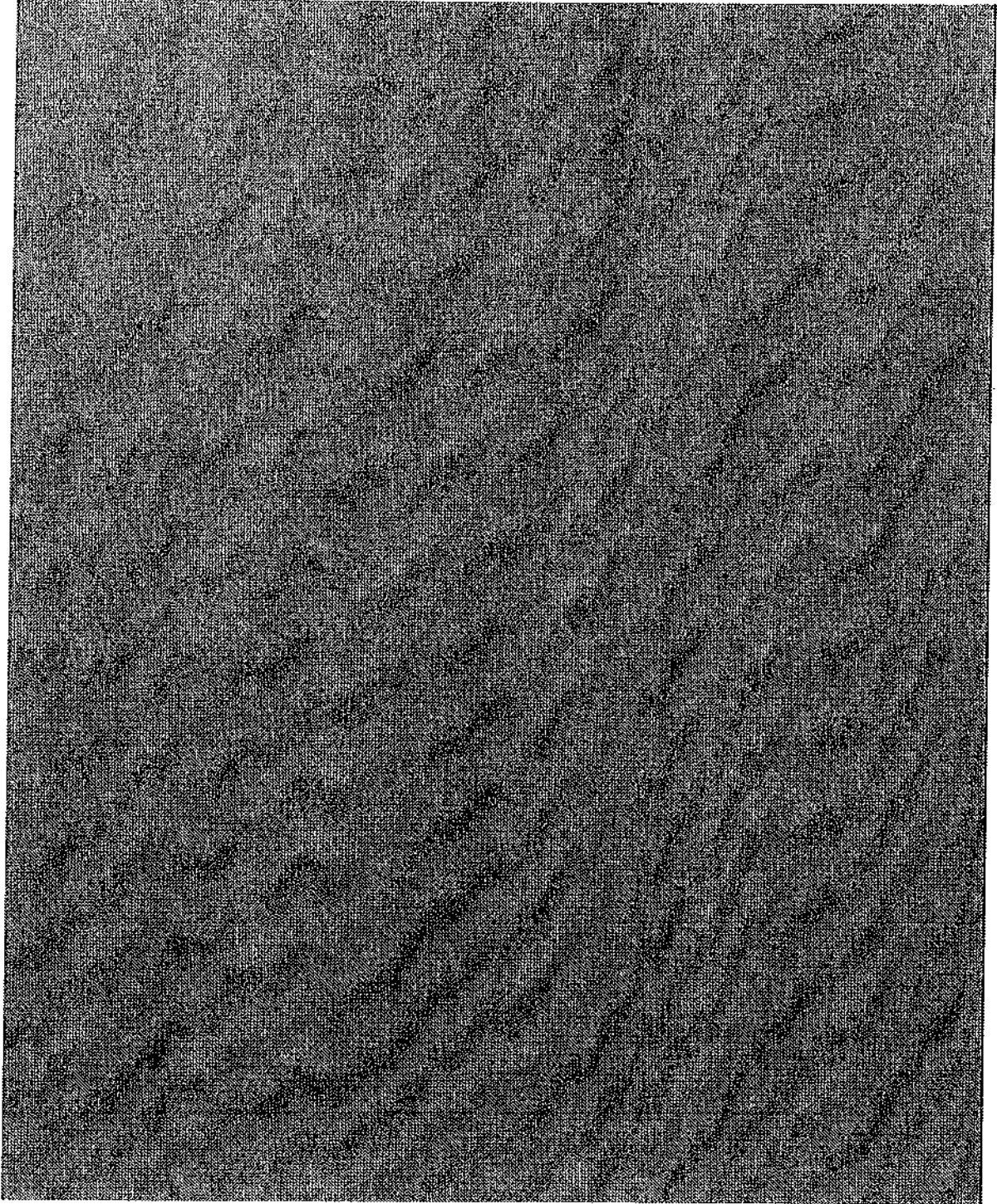
- a. **One-time License fee.** This fee represents a one-time payment for a perpetual license to the PAL Products pursuant to the terms and conditions outlined in the Electronic Products License Agreement as modified by this Addendum. This fee must be paid in full before the annual access can be terminated under Addendum paragraph 4(b).
 - b. **Annual fees.** Continuing support of your on-line access to the PAL Products is paid for through an annual access fee as set forth on the Order Form, which is in addition to the one-time license fee. If your PAL Products are updated with additional content on an annual or other basis, a data fee for the additional content may be assessed as well. You will pay the annual data and/or access fees (referred to collectively as 'continuing service fees') when due.
4. **Term and Termination**
Solely in relation to this PAL Products, the following provisions shall apply in place of Section 8(a) of the Agreement:
 - a. **Term of License.** You have a perpetual, non-exclusive, non-transferable license to the PAL Products. Your continuing on-line access into ProQuest's central host on-line system after the first year of this license will be maintained provided you pay the applicable access and data fees as invoiced annually by ProQuest.
 - b. **Termination of Annual Access and Data Updates.** Should you terminate your continuing on-line access to the PAL Products by choosing not to pay the annual continuing service fees or if ProQuest ceases to make the PAL Products available through a central host on-line system or the equivalent, ProQuest will provide you with an electronic copy of the PAL Products data (images, ASCII text and meta-data as applicable) at that time in a format of ProQuest's choice. You will reimburse ProQuest for the cost of the electronic copy on a cost recovery basis. Your continued use of the PAL Products remains subject to the provisions of the Electronic Products License Agreement as amended by this Addendum.

Except as modified herein, the Agreement remains in full force and effect.

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SCHEDULE 8. Requirements for Insurance Policies



Handwritten initials or signature.

SCHEDULE 9. Terms and Conditions for the Use of the Source Institution's Name, Trademark and Logo

BNFP holds a non-exclusive use license for four trademarks owned by the Bibliothèque nationale de France (hereinafter the "Source Institution"): two "BNF" word marks, one figurative mark depicting a curly brace and one and one "Bibliothèque nationale de France" word and figurative mark depicting a curly brace in a square near the expression "Bibliothèque nationale de France" (hereinafter "the Marks").

BNFP is authorized to grant to its partners and customers operating sub-licenses for the Marks as part of the marketing of digitized Source Materials and products developed from them, subject to prior written validation of each project by the Source Institution.

ProQuest wishes to use the Marks as part of its marketing of digitized Source Materials and products developed from them.

The purpose of this schedule is to grant a non-exclusive sub-license for the Marks to ProQuest.

Article 1 Description of the marks covered by the sub-license

BNFP holds a non-exclusive license to use the following Source Institution marks:

- The French word mark **BNF** registered 27 April, 1999, renewed 27 April 2009 and registered with the Institut National de la Propriété Industrielle (INPI) under number 99788838, in classes 1, 2, 3, 4, 5, 6, 8, 9, 14, 16, 18, 19, 20, 21, 24, 25, 28, 35, 37, 38, 39, 40, 41 and 42.
- The French word mark **BNF** registered 27 April 2009 and registered with the Institut National de la Propriété Industrielle (INPI) under number 09/3650695 in Classes 3, 6, 9, 14, 16, 18, 20, 24, 37, 38, 39, 40, 41, 42 and 45.
- The French figurative mark registered 24 June 1996, renewed 19 June 2006 and registered with the INPI under the number 96631290 in Classes 01, 02, 03, 04, 05, 08, 09, 11, 14, 16; 18, 19, 20, 21, 24, 25, 27, 28, 34, 35, 37, 38, 39, 40, 41, 42, 43, 45.
- The French figurative mark registered 24 June 1996, renewed 19 June 2006 and registered with the Institut National de la Propriété Industrielle (INPI) under the number 96631291 in Classes 1, 2, 3, 4, 5, 6, 8, 9, 11, 14, 16, 18, 19, 20, 21, 24, 25, 27, 28, 34, 35, 37, 38, 39, 40, 41, 42

Article 2 Scope of the sub-license of the marks

2.1 BNFP grants to ProQuest a non-exclusive use sub-license for the Marks listed in Article 1 of this Schedule, for the products and services listed in the Schedule to the Digitization and Distribution Agreement (Appendix 9-1);

For all the Territory, which means (i) the countries covered by the registrations of the Marks. (the "Registered Territory") and (ii) the rest of the world (the "Unregistered Territory").

BNFP confirms that the license granted does not conflict with any other license, contract or obligation BNFP may have with any third party and further BNFP confirms that it has not received notice from any third party claiming that the BNFP's previous use of the Marks in the Unregistered Territory infringes the rights of such third party but any use of the Marks in the Unregistered Territory shall be entirely at the risk of the ProQuest.

The BNFP will provide reasonable assistance in the remediation of any trademark dispute arising from ProQuest's adherence to the use terms of this trademark sub-license. ProQuest may remove the logo and the Marks from its products and services as necessary for the settlement of any such dispute provided that ProQuest will maintain the identification of the source of the Source Materials to the fullest extent possible.

Notwithstanding its reasonable cooperation, the BNFP gives no warranty or assurance (express or implied) regarding the use of the Marks in the Unregistered Territory and ProQuest agrees and acknowledges that:

- 2.1.1. the Marks is only registered in the Registered Territory;
- 2.1.2. the BNFP may not have the right to grant any licence to use the Marks in the Unregistered Territory; and
- 2.1.3. the use of the Marks in the Unregistered Territory might infringe the rights of third parties.

2.2 This sub-license is exclusively limited to the following uses of the Marks, within the limits set out in Article I A of the Digitization and Distribution Agreement:

- affixing them onto any ProQuest communication medium, for the promotion of its activities relating to Source Materials, including on advertising media;
- affixing them to the products and services sold by ProQuest relating to Source Materials.

BNFP also allows ProQuest to combine the figurative and word marks listed in Article 1, under the present sub-license, in the form of a logo which complies with the reproduction enclosed in Schedule 9-2, in particular in terms of color codes and typography; sizes may however be adapted to the communication media or use.

ProQuest may not use the Source Institution logo as its own logo, in particular to identify itself to third parties or to register it with a national or international trade mark office.

ProQuest undertakes to have BNFP validate in writing the visual presentation of any proposed use of the Marks and logo before any communication to the public.

2.3 The sub-license for the Source Institution Marks granted by the BNFP to ProQuest is granted on a strictly personal basis and may not be assigned, transferred or sub-licensed.

2.4 ProQuest undertakes, throughout the Digitization and Distribution Agreement, to use the Marks seriously and loyally and to justify their use to BNFP at the latter's request.

2.5 ProQuest may not, either during the Digitization and Distribution Agreement or after its expiration, register the Source Institution's Marks as its own in countries where these registrations have not yet been made or requested by the Source Institution. Neither may ProQuest use or cause to have registered in its name or on its behalf by a third party marks liable to create confusion with the Source Institution's Marks.

Article 3 Sub-license price

This sub-license for the Marks is granted in return for consideration. The price of the sub-license is included in BNFP remuneration set out in the Digitization and Distribution Agreement.

Article 4 Publicity formalities

Upon BNFP's request, ProQuest shall cooperate in the completion of the registration formalities for the sub-license of the marks in the Registre National des Marques (National Register of Trademarks) held by the INPI. BNFP shall bear the costs of the preparation and registration fees for the sub-license.

ProQuest and BNFP agree to sign all documents, powers of attorney or other elements needed for the registration of the sub-license in the Registre National des Marques (National Register of Trademarks).

Article 5 End of the Digitization and Distribution Agreement

In the event of the termination of the Digitization and Distribution Agreement for any reason whatsoever, ProQuest agrees not to make any further use of the Marks.

SCHEDULE 9 -1: List of products and services of the Marks covered by the sub-license

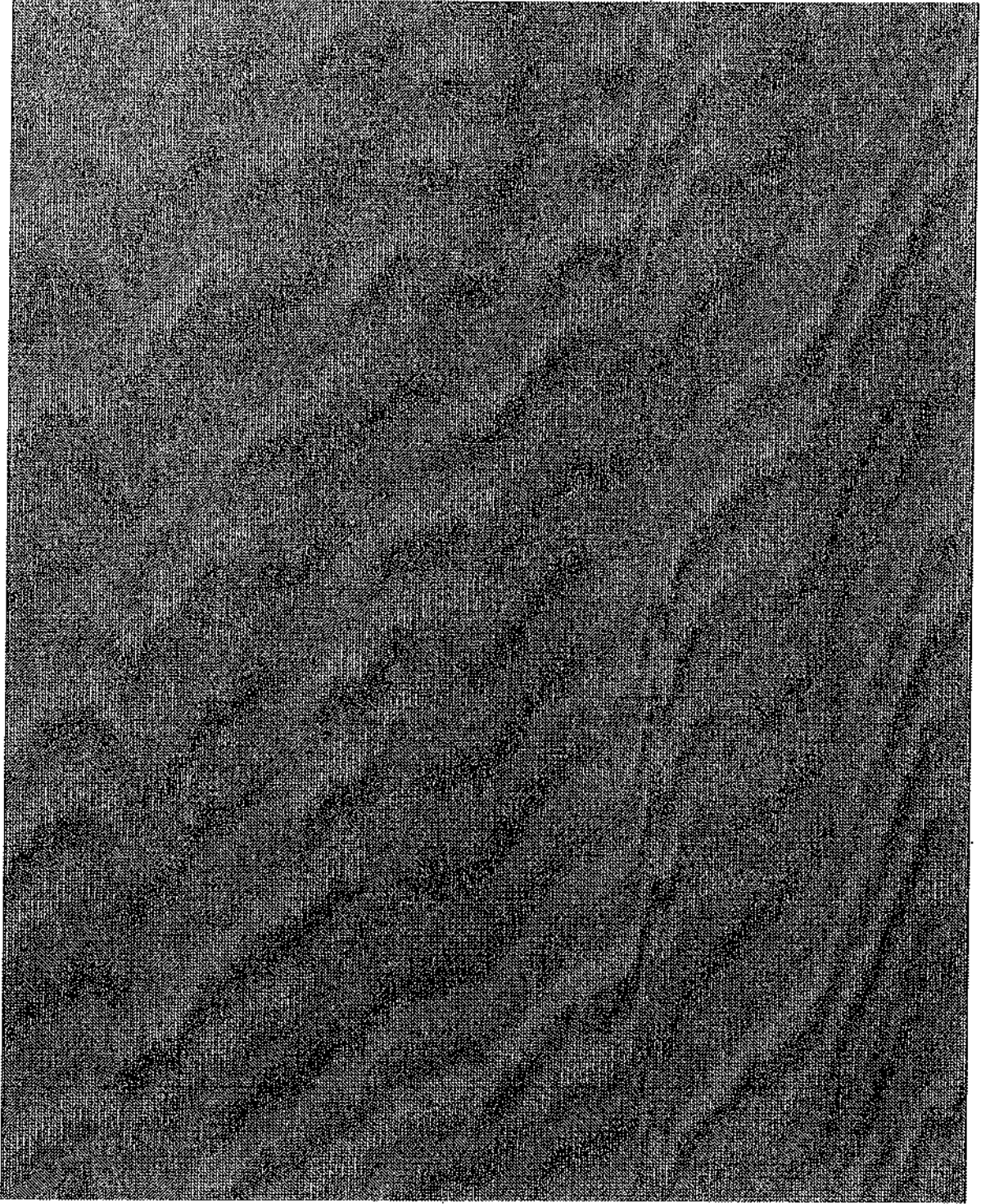
Class	Products and Services
38	databases for educational and cultural purposes rental of access time to a database server centre

SCHEDULE 9 -2: Source Institution Logo



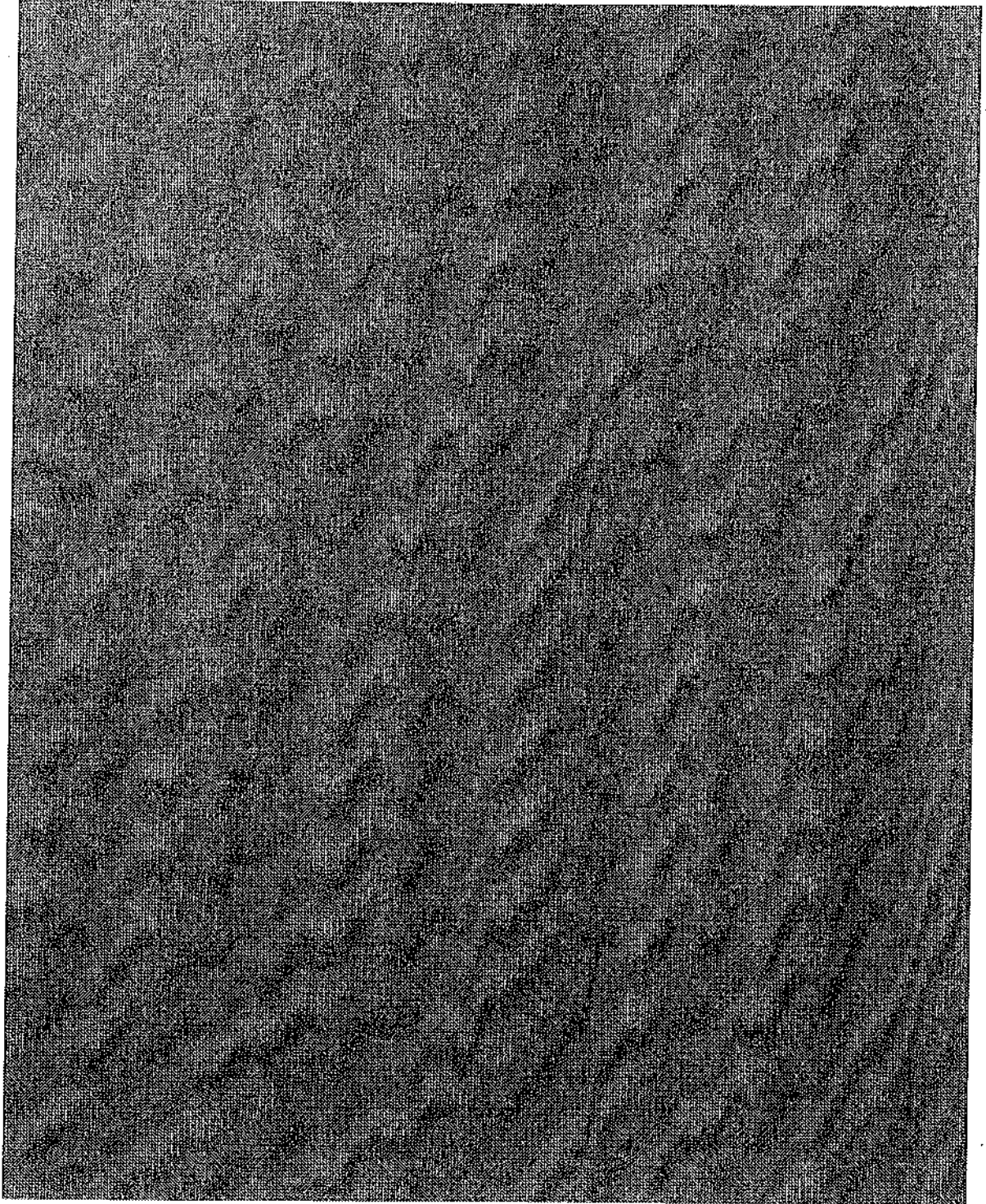
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SCHEDULE 10. Calculation Method for the Royalties due by ProQuest



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SCHEDULE 11. Calculation Method for BNFP's Contribution to Digitization Costs

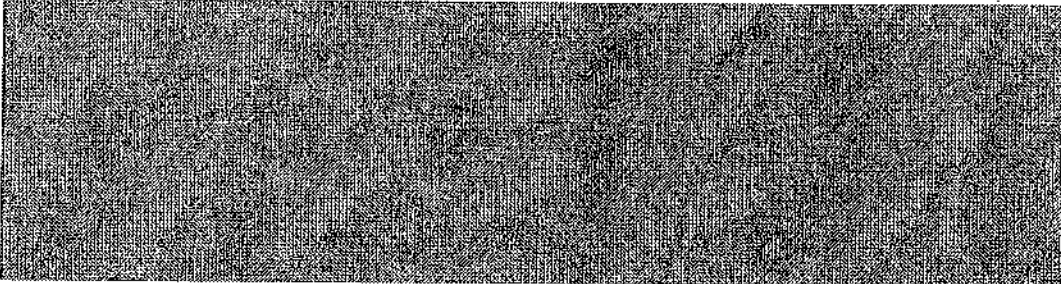


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SCHEDULE 12. Formats for Reporting Documents under Section IV (C)

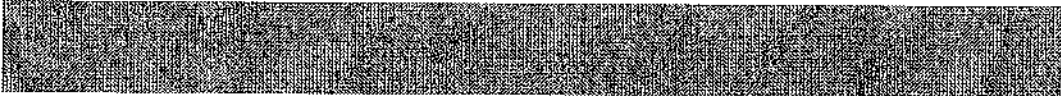
On a quarterly and annual basis, ProQuest shall provide BNFP with the following indicators
Collection by Collection and globally:



For other commercial uses of Digitized Material than the sales of Collections, ProQuest shall also provide similar indicators.

Regarding BNFP's contribution to ProQuest digitization costs, ProQuest shall provide BNFP with material evidence of all costs (billings from third parties, etc.) and a quarterly and annual report including the following details:

- Number of pages digitized



ProQuest will make available to BNFP a reporting system from which the BNFP will be able to calculate numbers of pages and documents digitized on a weekly, monthly or annual basis as desired.

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