

DATA PUBLICATION AGREEMENT

This Data Publication Agreement, including and incorporating by reference any exhibits, appendices and schedules attached hereto ("Agreement"), dated _____ (the "Effective Date") is made by and between

Brownbook Limited, 80 East Street, Brighton BN1 1NF, UK ("BROWNBOOK")

And

_____ ("DISTRIBUTOR")

DISTRIBUTOR and BROWNBOOK may be sometimes referred to in this Agreement each individually as a "Party," or collectively as the "Parties." For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, and intending to be legally bound, the Parties agree as follows.

RECITALS

- (i) DISTRIBUTOR offers business-to-business services, to its customers which enable it to publish Listings of their local branches and POI's in online business directory / database websites and apps, each individually referred to as an "Endpoint". As such, DISTRIBUTOR offers these services both directly to individual customers, as well as indirectly through Channel Partners.
- (ii) BROWNBOOK is a supplier of an Endpoint, which allows businesses to publish Listings of their branches and POI's online on www.brownbook.net.
- (iii) Based on the terms and conditions laid down in this Agreement, BROWNBOOK will publish the Listings provided by DISTRIBUTOR via the Brownbook API in to www.brownbook.net.

1. Definitions

The definitions for the defined terms used in this Agreement are contained in either the Glossary that is attached to this Agreement as Appendix A, or in the body of this Agreement.

2. **Scope of Agreement**

- 2.1 BROWNBOOK shall be responsible to process and publish Listings submitted to BROWNBOOK by DISTRIBUTOR. DISTRIBUTOR shall be responsible to manage their Listings within BROWNBOOK using the Listing 'insert, delete, claim and edit' functionality provided within the API.
- 2.2 BROWNBOOK will *guarantee the on-going publication* of the Listings in Brownbook.net for as long as they have not been deleted by DISTRIBUTOR.
- 2.3 DISTRIBUTOR will submit to BROWNBOOK new Listings as well as updates for additions, changes, deactivations and deletes for published Listings. Published Listings will be amended by BROWNBOOK accordingly.
- 2.4 Newly submitted Listings and any consequent updates according to Section 2.3 are to remain in Publication until DISTRIBUTOR requests a deactivation of a Listing according to Section 2.1. After deactivation of a Listing BROWNBOOK is required to delete all data pertaining to that Listing.
- 2.5 With submitting Listings to BROWNBOOK, DISTRIBUTOR grants BROWNBOOK the right to publish, make available to the public the Listings subject to the terms and conditions of this Agreement.
- 2.6 While using the Listings, BROWNBOOK may, from time to time, identify errors in, or omissions from the Listings. Upon BROWNBOOK providing sufficient information to accurately identify the error or omission, DISTRIBUTOR shall attempt to correct the error or omission. If the error or omission can be corrected, DISTRIBUTOR will include the correction in the next update delivery.
- 2.7 Within 1 week of receipt of a fully executed Agreement, BROWNBOOK will provide login instructions and credentials for its Listing API.
- 2.8 This Agreement governs the publication of Listings in any countries of the world for which DISTRIBUTOR may agree to license Listings to BROWNBOOK.

3. **Restrictions**

BROWNBOOK warrants that BROWNBOOK will use the Listings in compliance with all applicable laws, statutes, rules, regulations and ordinances.

4. Fees; Payment Terms

Upon successful receipt of login instructions and credentials for BROWNBOOK's fully functional Listing API, DISTRIBUTOR will pay BROWNBOOK the following fees:

Fee per active Listing per 1 month of USD\$ 0.10.

For purposes of clarity, this fee is earned from the month the Listing is publicly available through to the month BROWNBOOK receives instruction via the Listings API to deactivate the Listing. No fees are due if the Listing is not Published.

- 4.1 DISTRIBUTOR may update Listings without further expense.
- 4.2 The Fees shall be calculated based on the number of active Listings at the end of each month and be paid monthly for the respective previous calendar month. The Fees shall be due for payment 30 days after the end of a calendar month for the previous calendar month.
- 4.3 All payments due hereunder shall be made in UK £ or USD \$ or EURO € and are exclusive of any applicable bank fees, taxes and levies, such as VAT at applicable rates.
- 4.4 Adjustment for Inflation. All of the USD\$ amounts mentioned in this Agreement can be adjusted on an annual basis by BROWNBOOK at its discretion, as of each January 1, to account for inflation. Any adjustment will be no more than the percentage stated in the consumer price index published by the World Bank.

5. Limitations of Liability

- 5.1 DISTRIBUTOR shall only be liable for misconduct, acts of intent or gross negligence. Such limitation of liability shall not apply if (i) DISTRIBUTOR has issued a guarantee, (ii) when violating material obligations, which are of essence to BROWNBOOK (iii) if personal and/or physical injuries occur.
- 5.2 DISTRIBUTOR shall in no event be liable for any consequential damages of BROWNBOOK, such as lost profit, unrealized cost efficiencies or reductions and/or other indirect damages, except for cases of intentional breach.

6. Confidentiality and Publicity

- 6.1 Except as required by law, the terms and conditions of this Agreement including its Appendices shall be kept strictly confidential: their files, content and derived products such as source code shall not be disclosed by either party to any third party without the prior written consent of the

other party. Neither party will use the name or trademarks of the other party in any news release, publicity, advertising, or endorsement without the prior written approval of the other party.

- 6.2 BROWNBOOK expressly allows DISTRIBUTOR to use BROWNBOOK'S name and trademark for marketing purposes on DISTRIBUTOR's website and other regular advertising campaigns, including sub-licenses to independent Channel Partners of DISTRIBUTOR. This does not grant or confer to DISTRIBUTOR any intellectual property rights on BROWNBOOK'S or the Publishing Partners' names and trademarks.

7. Term and Termination

- 7.1 This Agreement shall commence on the Effective Date and shall continue for a period of 12 months from the Effective Date ("Initial Term"), unless terminated earlier under this Section 7. After the Initial Term, this Agreement will automatically renew for successive 1 year periods unless terminated ("Renewal Term"). The Initial Term and any Renewal Term(s) are collectively referred to as the "Term".
- 7.2 This Agreement may be terminated by either party for any reason at any point with 90 days' notice. All sums due by DISTRIBUTOR will remain due and BROWNBOOK guarantees that all Listings published remain published until the end of the notice period.

8. Miscellaneous

- 8.1 Nothing in this Agreement shall be deemed to create an agency, joint venture or partnership relationship between the parties. Neither party shall have authority to act on behalf of or bind the other party in any way.
- 8.2 This Agreement binds and inures to the benefit of the parties and their successors and permitted assigns, except that neither party may assign this Agreement, nor any rights or obligations hereof without the prior written consent of the other party. However, either party may assign this Agreement and all rights and obligations hereunder in connection with a merger or consolidation (so long as the assignment is to the newly merged or consolidated entity) or the sale of substantially all of a party's assets (so long as the assignment is to the acquirer of such assets).
- 8.3 Any notices or communications permitted or required hereunder shall be deemed effective when received by the parties at their respective addresses set forth above, or to such other address of which any party may notify the other party in writing. Any notice that addresses the validity or interpretation of this Agreement shall also be copied to the attention of

DISTRIBUTOR's and BROWNBOOK's Legal Department or Contracts Department.

- 8.4 This Agreement may not be waived or modified, in whole or in part, except in a written document signed by a duly authorized representative of the party to be bound thereby.
- 8.5 This Agreement (including the Appendices hereto) constitutes the entire understanding between the parties and supersedes all previous agreements respecting the subject matter hereof.
- 8.6 This Agreement shall be governed by and construed in accordance with the laws of England under English Law in respect of any dispute or matter arising out of or connected with this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, as of the day and year written above.

_____ Brownbook Limited

Signature:

Signature:

Name:

Name: Marc Lyne

Title:

Title: Founder

Date:

Date:

Name and email address to which
invoices should be sent:

APPENDIX A

Glossary

<u>“Channel Partner”</u>	means any distribution partner of DISTRIBUTOR, including those selling the services offered by DISTRIBUTOR under their own brand and in their own name.
<u>“Data”</u>	means data, text, graphics, images, databases, content and/or other information that comprises of or relates to the POI’s as provided by DISTRIBUTOR to BROWNBOOK under this Agreement, as well as any updates, enhancements or modifications thereto.
<u>“Law”</u>	means applicable international, state and local laws, statutes, rules, regulations and ordinances.
<u>“Listing”</u>	means both Data that relates to one specific POI and the business profile page used to display such Data.
<u>“Listing API”</u>	means the API BROWNBOOK offers for DISTRIBUTOR to connect to BROWNBOOK’s platform.
<u>“POI”</u>	means Point of Interest.
<u>“Users”</u>	means any customers of DISTRIBUTOR and any customers of its Channel Partners.