# LICENCE TO USE BIC STANDARDS

#### 1. Introduction

Book Industry Communication (BIC) is the UK organisation which coordinates the development of standards in the book industry. BIC Standards are developed and published by BIC, in some cases in collaboration with other organisations. BIC encourages the use of its standards and this Licence governs any current or future use by You of the BIC Standards.

Whilst this Licence permits You to use the BIC Standards, BIC does not accept any liability for Your implementation of them, which is Your sole responsibility. PLEASE READ THE DISCLAIMER SET OUT IN PARAGRAPH 8 BELOW.

#### 2. Definitions

"BOOK INDUSTRY COMMUNICATION" means Book Industry Communication (registered company number 02589185), a company limited by guarantee whose registered office is 7 Ridgmount Street, London WC1E 7AE; "BIC Standards" means the BIC specifications and supporting documentation (including, without limitation, frameworks, protocols, schemas and Document Type Definitions ('DTDs')) as published and updated from time to time on the BIC Website;

"BIC Website" means www.bic.org.uk; "You/Your/Yourself" means the individual and the organisation they work for who are seeking to make use of the BIC Standards.

### 3. Acceptance

By downloading, importing, copying, abstracting from, modifying, circulating or implementing any of the BIC Standards, You enter into a licence with BIC to use those standards in accordance with the terms and conditions set out below, as modified from time to time ("the/this Licence").

No registration is required to use any of BIC's Standards, and use within the terms and conditions set out in this Licence is without charge.

## 4. Scope of Your rights to use the BIC Standards

4.1. BIC grants You a non-exclusive, non-transferable, royalty-free, perpetual worldwide licence to use the BIC Standards and the proprietary know-how and information they contain for the purposes of:

Assessing the suitability of the BIC Standards;

Implementing any of the BIC Standards, on Your own behalf or on behalf of third parties, whether for commercial use or otherwise; and

Informing the structure of data architectures which You wish to develop;

4.2. For the purposes specified in paragraphs 4.1.1, 4.1.2 and 4.1.3, You can:

Download, import copies of the BIC Standards into electronic files and print out or make copies of them;

Make copies of the BIC Standards available in print or electronic form to others, subject to paragraph 5 below; and

Copy and use as required any DTDs, schemas, or other technical tools published from time to time by BIC on the BIC Website in support of implementation of the BIC Standards.

# 5. Preserving the Integrity of the BIC Standards

You must ensure that any copyright notices, and/or references to this Licence, which appear in the BIC Standards are kept intact.

Except as provided in paragraph 5.3, You may not modify, translate, abridge, abstract or make any other changes to the BIC Standards without written permission from BIC.

Notwithstanding paragraph 5.2, You may abstract or modify any BIC specifications or subsets of them, to support any computer system implementation which is wholly internal to Your organisation and which may need to make use of these.

You will ensure that any documents which You create (whether in print or electronic form) which contain any reference to any BIC Standards will attribute those standards clearly to BIC and where practicable, links should be made to the BIC Website.

## 6. Changes to the BIC Standards

BIC may make changes and improvements to the BIC Standards from time to time. BIC will circulate notifications of these changes, including publishing changes on the BIC Website. You should check the BIC Website from time to time to ascertain whether the version of the BIC Standards which You have downloaded continues to remain current.

BIC also reserves the right to withdraw any of the BIC Standards at any time and will notify of such withdrawal on the BIC Website. Any withdrawal of any of the BIC Standards will not affect this Licence which will continue in full force and effect unless otherwise notified on the BIC Website.

## 7. Changes to this Licence

BIC reserves the right to change the terms of this Licence at any time. Such changes will have no retrospective effect. BIC will notify of such changes and make available any updated version of this Licence through the BIC Website.

### 8. Warranties and Disclaimer

- 8.1. BIC warrants that it has the necessary rights to license Your use of the BIC Standards in accordance with paragraph 4.
- 8.2. Except as expressly stated in paragraph 8.1, BIC provides no other warranty, express or implied.
- 8.3. Any implementations of the BIC Standards are made at Your sole risk. Accordingly, BIC accepts no responsibility or liability for:

Any software, service or any other implementation of the BIC Standards made by You or any third party; or You making any decision, or refraining from making any such decision, based wholly or partly on any data, expression of opinion, statement or other information contained in the BIC Standards.

8.4. It is Your sole responsibility to obtain any patent licence or other permission required for Your implementation of the BIC Standards.

## 9. Intellectual Property Rights

BIC reserves all its intellectual property rights in the BIC Standards subject to the express rights granted under this Licence.

Any intellectual property rights in any implementation of the BIC Standards which You develop shall, subject to BIC's rights in the BIC Standards, belong to You.

### 10. Revocation and effect

10.1. BIC may revoke this Licence for any reason and at any time and will display notice of such revocation on the BIC Website.

10.2. In the event of BIC revoking this Licence, Your right to continue to use the BIC Standards for the purposes specified in paragraph 4 above will not be affected unless the reason for revocation is:

The breach of this Licence by You; and/or BIC is compelled to cease the use of any or all of the BIC Standards in order to comply with either an order by a court of competent legal authority or any applicable law.

Should BIC be compelled to take action under paragraph 10.2.2 above, it will post notice accordingly on the BIC Website.

# 11. Governing Law and Jurisdiction

This Licence shall be governed by English law.

The English courts will have exclusive jurisdiction over any disputes arising under this Licence.

#### 12. Notices

All notices by BIC which are required under this Licence shall be displayed on the BIC Website. Such notices shall be deemed to be given on the day on which they are posted on the BIC Website.

Date: 8<sup>th</sup> January 2014