

Look inside the Book Program Terms and Conditions (“Terms”)

By enabling your Titles in the Lightning Source Look Inside the Book program (the “Program”), you agree to the following Terms:

- a. LSI may amend these Terms at any time and solely at our discretion. Any changes to this Agreement will be effective upon LSI posting the revisions on the Lightning Source website where it was originally posted. Publisher is responsible for reviewing the notice and any applicable changes. YOUR CONTINUED PARTICIPATION IN THE PROGRAM AFTER LSI’S POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES AND/OR MODIFICATIONS.
- b. Capitalized words not otherwise defined herein shall have the meaning given in the Lightning Source Print on Demand Agreement.
- c. Lightning Source (“LSI”) is permitted to share with its third parties; (i) front cover image(s); (ii) table of contents; and (iii) up to ninety percent (90%) of your Title as promotional content and for the purposes of marketing and selling copies of your Title and as permitted in Section c. and Section d. below. Inaccurate metadata, information, or LSI may cause Titles to not be available in the Program or to be selected for limited participation.
- d. You have read, understand, and agree to the Amazon “Search Inside” [Terms and Conditions](#).
- e. License Grant: Except as provided for herein, all intellectual property rights to Publisher’s Titles in the LSI database shall remain the property of the Publisher. Publisher hereby grants LSI a nonexclusive, transferable, irrevocable, worldwide license, with right to sublicense; (a) to print or cause to be printed, Publisher’s and/or LSI’s customer orders, either on-demand or in anticipation therefrom, (b) to provide the services in accordance with the Lightning Source Print on Demand Agreement (“Services”), (c) to advertise Titles, (c) to display Publisher trademarks and logos in the form provided to LSI or as are provided in the Titles and/ or, (d) to distribute Titles during the term of this TOU. The rights granted to LSI are provided to our affiliated and subsidiary companies, and those commonly known as Ingram Content Group, and includes platforms owned or controlled by Ingram Content Group companies, including without limiting, websites and/ or applications. Additionally, the license granted to LSI includes the right; (a) to store Titles within the LSI digital storage systems (whether owned or licensed), (b) to reformat the Titles as necessary to fulfill LSI obligations and provide the Services, including, without limiting; (i) to convert physical and/ or digital Titles to our electronic file formats, (ii) to edit, modify, reproduce, and/ or use Title metadata provided or acquired in our sole discretion, including enhancing portions of the Title file and/ or metadata for purposes of advertising, marketing, and/ or selling Titles (whether physical or electronic formats), (iii) to transmit Title metadata to third parties for the purpose of fulfilling LSI obligations and/or enhancing our services, (iv) to advertise Titles or generally make Titles known to potential customers, (v) to index Titles within our systems and, (vi) right to display electronically limited portions of your Title and Title metadata for the purpose of advertising, sales, providing the Services, and/ or enhancing our services during the Term of the Lightning Source Print on Demand Agreement. The rights granted herein regarding Title metadata, whether provided by Publisher or otherwise enhanced or modified by LSI, including those enhanced limited portions of the content, is perpetual, and notwithstanding anything else to the contrary, the metadata rights shall survive any termination of Lightning Source Print on Demand Agreement.

- f. By participating in the Program, the rights granted herein by Publisher and these Terms shall apply for a period of three (3) years, renewing automatically from each anniversary date for additional one (1) year periods unless Publisher provides LSI a ninety (90) day cancellation notice prior to the end of the then current period. LSI shall have the right to terminate this Program or remove any Title at its discretion. Publisher will provide a list of titles to remove from the Program to LSI, which list will, at minimum, include, title, author, ISBN, and book type of each Title. Once this list is received, LSI will use commercially reasonable efforts to remove the Titles on such list from the Program.