

**Attachment B-2
to Amended Settlement
Agreement**

FORM OF LIBRARY-REGISTRY (COOPERATING) AGREEMENT

This LIBRARY-REGISTRY (COOPERATING) AGREEMENT (with all of the exhibits hereto, the "Library Agreement") is entered into by and between Class Counsel (in anticipation of the formation of the Books Rights Registry), on behalf of all Rightsholders (the "Registry"), and _____, with its principal offices at _____ ("Library"), as of _____ and is effective on the later of such date or the Effective Date of the Amended Settlement Agreement (the "Library Agreement Effective Date"). The Registry and Library are sometimes referred to hereinafter individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, pursuant to the Amended Settlement Agreement between Google and Plaintiffs dated as of November 13, 2009, the Registry has been established as a clearinghouse for the administration of the rights of Rightsholders under the Amended Settlement Agreement; and

WHEREAS, all of the Rightsholders, through the Settlement embodied in the Amended Settlement Agreement, are deemed to have authorized the Registry to enter into this Library Agreement on their behalf; and

WHEREAS, Library desires to become a Cooperating Library under the Amended Settlement Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Library Agreement, Registry and Library hereby agree as follows:

1. Definitions. Capitalized terms have the meanings ascribed to them Exhibit A (Amended Settlement Agreement Definitions).
2. Amended Settlement Agreement Terms.
 - (a) Authorizations of Library. As of the Effective Date, the Registry authorizes Library to engage in the activities, and only the activities, set forth in this Library Agreement, and only in accordance with such terms and conditions as are applicable to those activities.
 - (b) Non-Exclusive Digitization Rights. As of the Effective Date, in the United States, Library may provide Books and Inserts to Google in hard copy (not including microform) format to be Digitized (or in a form Digitized by or for Library).

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(c) No Digital Copies Returned. Library has a Digitization Agreement with Google and provides Books subject to the Amended Settlement Agreement to Google for Digitization but agrees that Google will not provide to Library any Digital Copies of Books subject to the Amended Settlement Agreement, unless authorized by the Rightsholder.

(d) Obligation to Delete. As of the Library Agreement Effective Date, Library hereby certifies that it has deleted or permanently rendered unusable any Digital Copies of Books provided by Google to Library prior to the Library Agreement Effective Date. If, after the Library Agreement Effective Date, Library discovers any such Digital Copies of Books or Google provides any Digital Copies of Books to Library, Library will delete or permanently render such Digital Copies unusable promptly upon discovery or receipt.

(e) Use of Research Corpus. The Registry, on behalf of itself and all Rightsholders, and Library agree to the terms and conditions set forth in Exhibit B (Research Corpus).

(f) Fully Participating Libraries' and Cooperating Libraries' Exercise of Collective Rights. In each case in which the Fully Participating Libraries and the Cooperating Libraries have the right as a group to exercise or waive a right or grant or withhold consent under certain sections of the Amended Settlement Agreement, as set forth in Exhibit C (Exercise of Collective Rights), Library agrees to the terms of such Exhibit C (Exercise of Collective Rights) and to the terms of Attachment 1 (Selection of Designated Representative and Security Representatives and Establishment of Governance Rules) thereto.

3. Digital Copy of Excluded Books. In the event that Google excludes a Book from one or more Display Uses for editorial reasons, and provides to the Registry a Digital Copy of such Book pursuant to Section 3.7(e)(i) (Digital Copy of Excluded Books) of the Amended Settlement Agreement, then the Registry may, subject to Section 3.5 (Right to Remove and Exclude) of the Amended Settlement Agreement, engage, with the consent (not to be unreasonably withheld) of the Fully Participating Library or the Cooperating Library from which the Library Scan of such Book was made (including, if Google constructed a Digital Copy of a Book pursuant to Section 7.2(a)(i) (Fully Participating Library Collections) of the Amended Settlement Agreement from one or more physical Books, all such libraries that were the source of such physical Books), a Third-Party Required Library Services Provider that, once engaged, may make available to users a Digital Copy of that Book for uses comparable to Display Uses and Non-Display Uses; provided that, if a Book is not then Commercially Available and the Third-Party Required Library Services Provider makes available the Book for a fee, then the Third-Party Required Library Services Provider must also offer the Required Library Services (Section 7.2(e) (Required Library Services Requirement) of the Amended Settlement Agreement) for the Book to the extent required by such Fully Participating Library or Cooperating Library. Such Third-Party Required Library Services Provider is, in

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connection with any Claim arising out of its making available such Digital Copy of the Book, deemed to be a successor of Google for purposes of Section 10.1(g) (Google Releasees) of the Amended Settlement Agreement.

4. Term And Termination.

(a) Effective Date. This Library Agreement, if not terminated pursuant to any provision hereof, shall become effective on the Library Agreement Effective Date.

(b) Term. This Library Agreement shall continue in full force and effect until the last to expire of the U.S. copyright in each Book and Insert, unless otherwise terminated at an earlier date pursuant to Section 4(c) (Termination if Amended Settlement Agreement Not Final) or Section 4(d) (Termination by Library).

(c) Termination if Amended Settlement Agreement Not Final. In the event that the Registry and Library agree that the Effective Date will never occur, this Library Agreement shall be null and void.

(d) Termination by Library. Library may terminate this Library Agreement at any time for any reason or for no reason, upon thirty (30) days' notice to the Registry.

5. Representations, Disclaimer And Limitation Of Liability.

(a) Mutual Warranties. Each Party represents and warrants to the other that (i) it has full power and authority to enter into this Library Agreement and to perform its obligations hereunder; and (ii) this Library Agreement constitutes its valid and binding obligation, enforceable against it in accordance with its terms.

(b) Disclaimer. The warranties explicitly set forth above are the only warranties provided herein and are in lieu of all other warranties by the Parties, express or implied, with respect to the subject matter of this Library Agreement.

(c) Limitation of Liability. In no event will Library or the Registry be liable for lost profits or any form of indirect, special, incidental, consequential or punitive damages of any character from any claims arising out of this Library Agreement, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not such Party has been advised of the possibility of such damage.

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6. Releases.

(a) Use of Digital Copies by Library. Pursuant to Section 10.2(a) (Release of Google Releasees, Fully Participating Library Releasees, Cooperating Library Releasees, Public Domain Releasees and Other Library Releasees) of the Amended Settlement Agreement, as of the Effective Date, Library is released by Rightsholder Releasors from the Cooperating Library Released Claims. Such section is set forth in Exhibit D (Cooperating Library Releases).

(b) Library Releases of Rightsholders. Without further action by anyone, as of the Effective Date, Library, for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, shall be deemed to have fully, finally and forever released, relinquished, settled, and discharged, each Rightsholder Releasor and Class Counsel, from any and all Claims that directly or indirectly relate to, are based upon or arise out of, the commencement, prosecution or settlement of the Action, or the negotiation or execution of this Library Agreement.

7. Third-Party Beneficiary.

(a) Library. The Registry, on behalf of Rightsholders, acknowledges and agrees that Library is a third-party beneficiary of certain provisions of the Amended Settlement Agreement, as set forth in and according to the terms of Exhibit E (Third-Party Beneficiary).

(b) Rightsholders. Library acknowledges and agrees that each Rightsholder is a third-party beneficiary of this Library Agreement, entitled to enforce it in accordance with Section 8.3 (Breaches – General Principles) of the Amended Settlement Agreement as if such Rightsholder were a party hereto.

8. Dispute Resolution. Library hereby agrees that all disputes arising under this Library Agreement shall be subject to Exhibit F (Dispute Resolution). Except as provided in Exhibit F (Dispute Resolution), any claims, disputes or actions arising under or to enforce this Library Agreement shall be commenced and maintained only in the U.S. District Court for the Southern District of New York and all actions regarding the interpretation, implementation and enforcement of this Library Agreement shall be brought exclusively in such Court, with the Registry and Library submitting to the personal jurisdiction thereof, unless venue in the state in which Library is located is required by the law of such state.

9. Miscellaneous Provisions.

(a) Notices. Unless provided for to the contrary in this Library Agreement, any and all notices or other communications or deliveries required or permitted to be made under this Library Agreement shall be in writing and sent to the Parties at their addresses identified above (or

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as otherwise provided by notice given pursuant to this Section 9(a) (Notices)). Notice shall be deemed received (i) upon receipt when delivered personally, (ii) upon written verification of receipt from overnight courier, (iii) upon verification of receipt of registered or certified mail or (iv) upon verification of receipt via facsimile or electronic mail, provided that such notice is also sent simultaneously via first class mail. Contact information shall be updated in writing as necessary to ensure that each Party has current information regarding all such contacts.

(b) Governing Law. This Library Agreement shall be governed by and construed in accordance with the law of the State of _____, without reference to principles of conflicts of laws. [Governing law to be specified in each Library-Registry Agreement. Governing law will be New York or the state in which Library is located if required by the law of such state.]

(c) Entire Agreement. This Library Agreement, including exhibits, sets forth the entire agreement between the Registry and Library with respect to its subject matter.

(d) Amendment. This Library Agreement may be amended by a written agreement signed by both Parties, only if such amendment does not impair the rights of Rightsholders under this Library Agreement.

(e) Assignment. Neither Party may assign any of its rights or delegate any of its duties under this Library Agreement without the prior written consent of the other Party, which shall not unreasonably be withheld or delayed. Notwithstanding the foregoing, Class Counsel shall assign this Library Agreement to the Book Rights Registry promptly after its formation. Any attempted assignment, delegation or transfer in derogation hereof shall be null and void. This Library Agreement shall be binding upon the successors and permitted assigns of both Parties, including, in the case of the assignment by Class Counsel, the Book Rights Registry.

(f) Severability. If any provision of this Library Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Library Agreement shall otherwise remain in full force and effect and remain enforceable between the Parties.

(g) No Waiver. The failure of either Party to act in the event of a breach of this Library Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches.

(h) Interpretation. The interpretive provisions of Section 17.32 (Interpretation) of the Amended Settlement Agreement apply to this Library Agreement.

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(i) Compliance with Law. Notwithstanding any other provision of this Library Agreement, nothing in this Library Agreement requires Library or the Registry to take any action that would violate any applicable law and neither of them shall be held to have breached this Library Agreement by omitting to take any action that, if taken, would violate any applicable law.

(j) Counterparts. This Library Agreement may be signed in counterparts, each of which shall constitute a duplicate original. Execution by facsimile shall be fully and legally binding on a Party.

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IN WITNESS WHEREOF, this Agreement has been executed by the undersigned duly authorized representative of each Party.

Library:

By:

Print Name:

Title:

Date:

CLASS COUNSEL:

DEBEVOISE & PLIMPTON LLP
(for the Publisher Sub-Class)

By: _____

Name: Jeffrey P. Cunard
Bruce P. Keller

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(for the Author Sub-Class)

By: _____

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Exhibits

[The Exhibits of each Library-Registry (Cooperating) Agreement will attach, or incorporate by reference, the following sections from the Amended Settlement Agreement.]

Exhibit A: Amended Settlement Agreement Definitions [Relevant definitions from the Amended Settlement Agreement]

Exhibit B: Research Corpus [Section 7.2(d) (Research Corpus)]

Exhibit C: Exercise of Collective Rights [Section 7.4 (Fully Participating Libraries' and Cooperating Libraries' Exercise of Collective Rights) and Attachment 1 hereto]

Exhibit D: Cooperating Library Releases [Cooperating Library releases from Section 10.2 (Releases) and the related definitions from 10.1 (Definitions)]

Exhibit E: Third-Party Beneficiary [Section 7.2(f)(ii) and the sections to which it refers]

Exhibit F: Dispute Resolution [Article IX (Dispute Resolution)]

Attachment 1
**Selection of the Designated Representative and Security Representatives, and Establishment of
Governance Rules**

1. Designated Representative.

a. Selection. The initial Designated Representative shall be selected by a majority of the votes (expressed in writing or at a meeting (which may include one or more (including all) libraries participating by telephone conference)) of the Fully Participating Libraries and the Cooperating Libraries (voting together as a single class), with each of them having one vote per Book Digitized from such Fully Participating Library's or Cooperating Library's Collection for the GLP at the time of the vote (even if a Book ceases to be a Book by reason of its having become a Public Domain Book after having been Digitized). If no candidate succeeds in garnering such majority, then, at the request of any group of Fully Participating Libraries and Cooperating Libraries constituting not less than 10% of the votes as aforesaid, a meeting will be held upon not less than fourteen (14) days' written notice from such group in order to select the initial Designated Representative. At any such meeting, libraries will be entitled to participate by telephone conference. At any such meeting, the initial Designated Representative shall be selected by a plurality of votes as aforesaid. Following the selection of the initial Designated Representative, the Designated Representative may be removed at any time by a majority vote as aforesaid. The election of any successor Designated Representative will be carried out pursuant to such governance rules as may be established pursuant to Section 1(b) (Governance Rules) below; provided, however, in the absence of creation of relevant governance rules, then the process for determining a successor Designated Representative will be the same process as employed pursuant to this Section 1(a) (Selection) for selection of the initial Designated Representative.

b. Governance Rules. The rules for how the Fully Participating Libraries and the Cooperating Libraries will share the expenses of the Designated Representative, designate a successor Designated Representative, and make decisions regarding the instructions, decisions, and positions to be communicated by the Designated Representative to Google and/or the Registry, as applicable, initially shall be determined by a majority of the votes of the Fully Participating Libraries and the Cooperating Libraries (voting as a single class), with each such library having one vote per Book Digitized from such Fully Participating Library's or Cooperating Library's Collection for the GLP at the time of the vote (even if a Book ceases to be a Book by reason of its having become a Public Domain Book after having been Digitized). For each of the instructions, decisions and positions to be communicated by the Designated Representative pursuant to Section 7.4(a) (Designated Representative and Security Representatives) of the Amended Settlement Agreement,

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such governance rules will include the voting rule by which the Fully Participating Libraries and Cooperating Libraries will determine such instructions, decisions and positions (*i.e.*, whether a majority, super-majority, unanimous or other vote is required for each particular instruction, decision and position); provided, however, that (i) such governance rules shall require the affirmative vote of a Fully Participating Library or a Cooperating Library on any matter that would require that Fully Participating Library or Cooperating Library to take any action (as opposed to consenting as a group to a matter not requiring action by that Fully Participating Library or Cooperating Library) other than to pay its share of the routine expenses of the Designated Representative as determined by the governance rules, (ii) such governance rules shall require the consent of all of the Fully Participating Libraries and all of the Cooperating Libraries with respect to an instruction, decision or position regarding any modification or amendment of the Amended Settlement Agreement specified by Section 7.2(f)(iv) (No Modification Without Consent), (iii) for any governance rule that requires a super-majority or unanimous vote, changing such governance rule will also require the same super-majority or unanimous vote, as the case may be, and (iv) in no event shall any of the Cooperating Libraries have any right to consent or vote with respect to any instruction to the Designated Representative regarding any matters under Article VIII (Security and Breach).

2. Security Representatives.

a. Selection. Each of the initial four (4) representatives of the Fully Participating Libraries described in Section 8.2(b) (Changes to Security Standard) of the Amended Settlement Agreement (each a “Security Representative”) shall be selected by a majority of the votes (expressed in writing or at a meeting (which may include one or more (including all) libraries participating by telephone conference) of the Fully Participating Libraries, with each of them having one vote per Book Digitized from such Fully Participating Library’s Collection for the GLP at the time of the vote (even if a Book ceases to be a Book by reason of its having become a Public Domain Book after having been Digitized). If four (4) candidates do not succeed in garnering such a majority approval, then, at the request of any group of Fully Participating Libraries constituting not less than 10% of the votes as aforesaid, a meeting will be held upon not less than fourteen (14) days written notice from such group in order to select such of the initial four (4) Security Representatives that were not previously approved by majority vote. At any such meeting, libraries will be entitled to participate by telephone. At any such meeting, such initial Security Representatives shall be selected by a plurality of votes as aforesaid. Following the selection of the initial Security Representatives, any Security Representative may be removed at any time by a majority vote as aforesaid. The election of any successor Security Representative will be carried out pursuant to such governance rules as may be established pursuant to Section 2(b) (Governance Rules) below; provided, however, in the absence of creation of relevant governance rules, then the process for determining a successor Security Representative will be the same process as employed pursuant to this Section 2(a) (Selection) for selection of the initial Security Representatives.

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b. Governance Rules. The rules for how the Fully Participating Libraries will share the expenses of the Security Representatives, designate successor Security Representatives, and make decisions regarding the instructions, decisions, and positions to be communicated by the Security Representatives to Google and/or the Registry (including as to their freedom to operate independently of such instructions), initially shall be determined by a majority of the votes of the Fully Participating Libraries, with each such library having one vote per Book Digitized from such Fully Participating Library's Collection for the GLP at the time of the vote (even if a Book ceases to be a Book by reason of its having become a Public Domain Book after having been Digitized). For each of the instructions, decisions and positions to be communicated by the Security Representatives pursuant to Article VIII (Security and Breach) of the Amended Settlement Agreement, such governance rules will include the voting rule by which the Fully Participating Libraries will determine such instructions, decisions and positions (*i.e.*, whether a majority, super-majority, unanimous or other vote is required for each particular instruction, decision and position), including as to their freedom to operate independently of such instructions; provided, however, that (i) such governance rules shall require the affirmative vote of a Fully Participating Library on any matter that would require that Fully Participating Library to take any action (as opposed to consenting as a group to a matter not requiring action by that Fully Participating Library) other than to pay its share of the routine expenses of the Security Representatives as determined by the governance rules, (ii) for any governance rule that requires a super-majority or unanimous vote, changing such governance rule will also require the same super-majority or unanimous vote, as the case may be, and (iii) in no event shall any of the Cooperating Libraries have any right to consent or vote with respect to any instruction to the Security Representatives regarding any matters under Article VIII (Security and Breach).

c. Limitation on Authority. Prior to communicating any instruction, decision or position to Google or the Registry, the Security Representatives must (i) notify each Fully Participating Library of each such instruction, decision or position, (ii) confirm (which confirmation will be deemed to have been given if a Fully Participating Library fails to respond to expressly deny such confirmation within thirty (30) days after such notification) with each Fully Participating Library that such instruction, decision or position will not require such Fully Participating Library to take any action that would constitute a violation of any policy of such Fully Participating Library adopted in good faith prior to such Fully Participating Library's notice of such instruction, decision, or position.

3. Designated Representative and Security Representative Representations.

In communicating any instruction, decision or position to Google or the Registry, the Designated Representative and the Security Representatives, as applicable, shall confirm to Google or the Registry that the Fully Participating Libraries and the Cooperating Libraries have authorized

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the Designated Representative and the Security Representatives to do so, in accordance with the procedures set forth on this Attachment 1.

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