

Self-Publishing Services Agreement

Last revised: July 17, 2014

This Self-Publishing Services Agreement (the "**Agreement**"), is by and between LIFERICH PUBLISHING, a division of Get Published! LLC, a Delaware (U.S.) limited liability company, with offices located at 1663 Liberty Drive, Bloomington, IN 47403 ("**Us**", "**We**", or "**Our**") and the individual author named below ("**You**", "**Your**").

You desire to hire Us to provide certain publishing, distribution, and promotional Services (individually and collectively, the Services that shall be set forth in individual Service Orders with the objective of publishing and selling a book, in print, digital, and/or audio format (the "**Work**").

In consideration of the mutual promises and agreements set forth in this Agreement, You and We ("**the Parties**") agree as follows:

1. The General Principles.

1.1 Start Date. This Agreement begins on the date it is first signed by You, whether electronically or by hand ("**Effective Date**").

1.2 Application. This Agreement shall apply to the use and fulfillment of each Service Order authorized by You, including Services purchased after Your initial purchase and identified in subsequent Service Orders or Your requests for Additional Services related to Your Work that may not be included in a Service Order ("**Additional Services**"), Services provided without charge by Us to You, if any, and those acts incidental to fulfillment of Our responsibilities imposed by this Agreement or applicable law.

1.3 Amendments. Despite Our efforts, circumstances may change over time that may require that We change this Agreement, other terms and conditions governing the relationship between the Parties (such as privacy policies on the Site), or any editorial guidelines, forms, or other policies governing the Services in Our sole discretion. If You object to any changes, You may Terminate this Agreement as outlined in Section 9 (**Termination**), and any refund in such event would be governed by Section 10 (**Refunds**).

1.4 Notice of Amendment. The changes referred to in the previous Section or any Section requiring Notification to the Agreement, including, without limitation, contractual terms, pricing changes, substitutions, and other changes, may be communicated to You by Us by posting on Our Site, whether to the Author Center or elsewhere on the Site or communicated to You via written or electronic communication (collectively "**Notification**"). You are responsible for regularly reviewing Our Site for Notification of any changes. Changes to applicable terms will become effective upon Notification to You and; (1) Your continued use of Our Sites, (2) Your acceptance of Our Services, or (3) Your acceptance of Author Royalty payments following Our Notification.

1.5 Changes to Service Purchased. If Our ability to fulfill Services becomes impaired or impossible, We may change or discontinue provision of any individual Service or group of Services included in any Service Order without prior notice: (1) to comply with applicable legal requirements, (2) in the event of the cessation or change to Our contract with a contractor impacting the Services that We are obliged to fulfill for You, (3) due to any other adverse economic circumstance which renders the supply of any Service uneconomical for Us, (4) in the event of a cancellation, postponement, or other change with respect to a scheduled event, (5) in the event of a failure of Us, whether temporary or permanent, to maintain adequate staffing or equipment to support such Service during the applicable time period, or (6) due to a Force Majeure Event. Your remedies if You object to any change to a Service You purchased are outlined in Section 9 (**Termination**), and Section 10 (**Refunds**).

1.6 Entire Agreement. This Agreement, together with all Service Orders and any other written documents referenced in this Agreement expressly assented to by You, constitute the sole and entire Agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. Except as set out in this Section 1 (**The General Principles**), no oral communications or electronic communications between You and Our employees, Our Affiliates or Our contractors shall create any binding obligation upon Us.

2. Term.

2.1 The Term of this Agreement. This Agreement shall continue in effect from the Effective Date until terminated by either You or Us, or both Parties (the "**Term**"), in the manner provided in Section 9 (**Termination**). Certain provisions may extend beyond the termination of this Agreement as stated in Section 16.11 (**Survival of Certain Provisions**).

3. The Services.

3.1 Payment Precedes Fulfillment. Although We may provide some Services prior to Your payment, We are not obliged to fulfill the Services noted in each Service Order in accordance with this Agreement until after Your full payment for such Services has been received.

3.2 Costs for Additional Work. At Your request, We may provide services that are not included in a Service Order, such as but not limited to editorial or design revisions ("**Additional Services**"). Additional Services that You request and that We fulfill shall result in additional charges at Our applicable rates for such services at the time that they are fulfilled.

3.3 Order Contents. Each Service Order confirmation shall include the following information, if applicable: (1) a list, description of Services, or identification of the package of Services, to be performed pursuant to such Service Order; (2) the fees to be paid to Us pursuant to such Service Order; and (3) any other additional terms and conditions agreed upon by the Parties in connection with the Services to be performed pursuant to such Service Order.

3.4 Timing of Services. Despite Our efforts, Our ability to deliver Services is influenced by many factors beyond Our control. For this reason, We do not guarantee, and shall not be liable for, failing to provide any Service by any desired deadline.

4. Your General Obligations.

4.1 Your Initial Obligations. You shall, prior to Our obligation to perform any Services, perform the following acts:

- i. **Signed Agreement.** Supply a signed (whether electronically or by hand) and dated hard copy of this Self-Publishing Services Agreement document, to Us.
- ii. **Order Confirmation.** You shall confirm the Services selected with Us in a manner satisfactory to Us, including, without limitation, by submission of a completed order form or, in the absence of completion of a written order form (such as a telephonic order), if, upon receipt of the order confirmation from Us, You fail to notify Us of any alleged inaccuracy in the order confirmation within five (5) business days. YOUR FAILURE TO REPLY WITHIN FIVE (5) BUSINESS DAYS OF RECEIPT OF A SERVICE ORDER WILL BE DEEMED TO BE YOUR IRREVOCABLE ACKNOWLEDGMENT OF THE ACCURACY OF THE ORDER.
- iii. **Payment.** You must pay all amounts due, in full, in the amount noted on the initial Service Order or any subsequent Service Order, in the manner and via the methods accepted by Us at the time payment is due.
- iv. **Registration.** You must set up Your LIFERICH PUBLISHING account, and if available on the Site, register to use the Author Center and Our other sites (Sites). Upon setting up the Site(s), You agree to (a) provide accurate, current, and complete information as prompted by Our registration form (including Your e-mail address), and (b) update Your information to keep it accurate, current, and complete. You acknowledge that, if any information that You provide pursuant to (a) and (b) above is untrue, inaccurate, or incomplete, You cannot claim a lack of notice due to non-receipt of Notifications that We have sent to You in a manner consistent with such information provided on Our Sites. In addition, We may terminate Your access to and use of the Site and/or this Agreement.

Our Privacy Policy governs the use and disclosure of any information You provide. As part of the account setup and registration process, You may be asked to select a username and password. We may refuse to grant You a username for any reason in Our sole discretion, including in the event that We determine that such username impersonates someone else, is illegal, vulgar, or otherwise offensive, or is protected by trademark or other proprietary rights law, or otherwise may cause confusion. You will be responsible for the confidentiality and use of Your username and password and agree not to transfer or resell Your use of or access to the Site to any third party. YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES (INCLUDING PURCHASES, AS APPLICABLE) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

4.2 Cooperation and Civility. You must cooperate with Us in all matters relating to the Services, including execution of documents and performance of reviews and providing approvals in the timeframes requested by Us. If Our performance of any obligation is prevented or delayed by any act or omission by You or Your agent(s), We shall not be deemed in breach of this Agreement on account of such delay or non-performance or be otherwise liable for any costs, charges, or losses directly or indirectly sustained or incurred by You. You should communicate with Our employees, Our Affiliates or Our contractors in a civil manner at all times. Physical or verbal abuse, intimidation, harassment, threats, or stalking shall constitute a breach for which We may terminate this agreement.

5. Publishing Obligations.

5.1 Generally. Based on the Services that You have purchased, You may be required to determine and/or approve various aspects of the publishing of Your Work, including the appearance of the cover, illustrations, and the galley, editorial content, and the list price of Your Work for sale into the distribution channel ("**Retail Price**"). The Retail Price will be impacted by the format of Your Work (print, digital, etc.) and the distribution channel selected by You. **PLEASE NOTE THAT THE SUGGESTED RETAIL PRICE IS NOT NECESSARILY THE PRICE OF YOUR WORK TO THE END CUSTOMER, WHICH IS SET BY THE RETAILER.**

5.2 Submission. You shall submit within six (6) months of the Effective Date, (a) a fully completed current Title Submission Form or other forms requested by Us, (b) a copy of the text of Your manuscript, (c) graphics (if You choose to supply graphics) or other materials incorporated into the Work, and (d) any other necessary material requested in order to permit Us to fulfill the Service Order (collectively items (a) through (d) above are the "**Manuscript**"). Failure to submit the items required in this Section within the six (6) month period will result in limitation of Refund availability as set out in Section 10 (**Refunds**).

5.2.1 Submission Mechanisms. You shall retain a copy before submitting the Manuscript by mail or other mechanism. The Manuscript shall be submitted in an acceptable format (as listed on Our Site at the time of submission). The Manuscript must be submitted via Our website or in a single package via United States Mail or courier to LIFERICH PUBLISHING, 1663 Liberty Drive, Bloomington, IN 47403.

We are not responsible in any manner for the loss of or damage to the Manuscript while in transit or in Our possession. If the Manuscript is not submitted in an acceptable format and You request Us to properly format the text, We may do so, but this will

constitute Additional Services, and You may incur additional charges as a result. Alternatively, a Manuscript not submitted in an acceptable format may result in Us Terminating this Agreement.

5.2.2 Possession of Submitted Materials. We may retain in Our possession the Manuscript submitted by You. We are not obligated to return to You any submitted materials or production files at any time or for any reason, nor are We obliged to preserve such submitted materials.

5.3 Content Guideline Compliance. You are responsible for ensuring that the Manuscript submission complies with Our applicable Content Guidelines, including, without limitation, restrictions regarding content, interior design, and cover design. Unless You have paid for an editorial service pursuant to a Service Order, which requires Us to edit, We are not responsible for editing the Manuscript in preparation of the final Work. If You purchase editing services pursuant to a Service Order, You will nonetheless retain final approval with respect to suggested editing changes proposed by Us.

5.4 Publication Format Selection. You shall timely select the publication formats desired for the Work, from those acceptable to and available from Us.

5.5 Approval of Signoff. You shall sign each of the following in a timely manner: (a) the Galley Signoff Form, (b) the Cover Signoff Form, and (c) the Pricing Agreement. Your approval of the Work shall be as of the signing of the last of the forms mentioned in this section. After Your approval of the Work, You waive any claim against Us or Our Affiliates, partners, or other contractors, arising from or related to any alleged omissions or other errors discovered subsequent to Your submission of the forms. After You sign the Galley Signoff Form, the Cover Signoff Form, and the Pricing Agreement, You are responsible for any costs for any changes, corrections, or other Services, including Additional Services, requested by You.

5.6 Copyright and Title Registration. If purchased by You as part of Your Services, We shall include a copyright notice in accordance with Your instructions in each copy of the Work. We shall secure a unique International Standard Book Number (ISBN) for each version of the Work where applicable. You may not use the formatted Manuscript (at any stage of development) or finished Work, the ISBN, and/or cover with any other provider of similar Services at any time during or after the term of this Agreement.

5.7 Rights to Manuscript and the Work. There are generally three sets of intellectual property rights that are included in any Work; (a) the first set of rights relates to the Manuscript or Your Work. You shall remain the sole and exclusive owner of all right, title, and interest in and to Manuscript and Your Work as initially submitted to Us. We shall have no right or license to use any Manuscript or Work except as permitted herein with respect to development of the resulting book in print, digital, or audio format; (b) the second set of intellectual property rights relates to content that We, Our employees, Our Affiliates or Our Contractors create as part of the Services that We offer ("**Our Work Product**"); and (c) the third set of intellectual property rights relates to the content that We own or that We license from third parties that We cannot transfer to You.

Upon the effective date of Termination in a manner permitted by this Agreement, You may purchase a license in any transferrable rights We have in Our Work Product for one hundred fifty USD (\$150), and We shall deliver to You electronic file(s) of the Work with all references to the ISBN, Our logos, Our trademarks or other copyrighted materials removed.

5.8 Legal Responsibility for Content. You are solely and fully responsible for the content of the Manuscript and the Work. We shall not be liable to any third party or other person or entity for the Manuscript or the Work, regardless of whether We had any knowledge or could have reasonably known of any illegal, unlawful, or objectionable content in Manuscript or the Work, including, but not limited to, pornography, information protected by privacy law, libel, hate speech, or copyright infringement.

6. Promotion of the Work.

6.1 License. You grant to Us, Our Affiliates and contractors the worldwide right to use, display, and exhibit the Work, in whole or in part, and in combination with other works which may be sold bundled or as part of a subscription, in all media now or hereafter known (including all digital, audio, and print media). You grant to Us, Our Affiliates and contractors the worldwide right to use information regarding the Work or You, including without limitation a biographical sketch, Your description of the Work, excerpts and images from the Work at a length and in a duration and manner in Our discretion, the title of the Work, and information regarding You and/or the Work) for the purpose of advertising, marketing, and promoting the Work, Us, or Our Affiliates or contractors, whether in print, audio, electronic, digital, or any other format or medium now known or hereafter devised. Notwithstanding the grant of this right, Our sole obligation with respect to Promotion of the Work is the fulfillment of promotional Services purchased, which promotional offerings are generally not fulfilled until after the Work is available for distribution.

6.2 Right of Publicity. You irrevocably permit, authorize, and license Us and Our Affiliates, contractors, successors, and assigns, and their respective licensees, advertising agencies, promotion agencies and fulfillment agencies, and the employees, officers, directors, and agents of each and all of them ("**Authorized Persons**"), on a worldwide basis, to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use and permit others to use Your name, image, likeness, and appearance, voice, professional and personal biographical information, signature and other personal characteristics and private information that You supply to Us and all materials created by or on Our behalf that incorporates any of the foregoing, and in any medium or format whatsoever now existing or hereafter created, including but not limited to, in and on magazines, brochures, and other print publications, electronic, magnetic, and optical media, television broadcasts, radio broadcasts, display, point-of-sale and other advertising and promotional materials, press releases, the Internet, and for any purpose, including but not limited to advertising, public relations, publicity, packaging, and Our, Our Affiliates, or

Our contractor's promotion. We have no obligation to exercise any of the Publicity Rights supplied in this Agreement. To the fullest extent permitted by applicable law, You hereby irrevocably waive all legal and equitable rights relating to all Losses, liabilities, claims, demands, Actions (means a claim, suit, or administrative or other proceeding including, without limitation, government investigations, inquiries, and other requests), suits, damages and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, defamation, invasion of rights of privacy, rights of publicity, intrusion, false light, public disclosure of private facts, physical or emotional injury, or distress or any similar claim or cause of action in tort, contract, or any other legal theory (collectively "**Right of Publicity Claims**") now known or hereafter known in any jurisdiction throughout the world arising directly or indirectly from Us, Our Affiliates or Our contractors exercise of these rights under this Right of Publicity grant and the use and exploitation of the Work, and whether resulting in whole or in part by the negligence of Us, Our Affiliates or Our contractors, or any other person or entity, covenants not to make or bring any such Right of Publicity Claims against Us, Our Affiliates or Our contractors, and forever releases and discharges Us, Our Affiliates, and Our contractors from liability under such Right of Publicity Claims.

6.3 Free Copies, Excerpts, and Previews. You grant Us, Our Affiliates and Our contractors, the right to send free review copies of the Work to members of media, including, without limitation, editors, college newspapers, bloggers, professors, television, Internet, and radio commentators, and other potential book reviewers in Our discretion. You acknowledge and authorize, in perpetuity, beyond the termination of this Agreement, regardless of the reason for the termination, that We, Our Affiliates, and Our contractors, may determine whether and to what extent to make excerpts or previews of Your Work available for view, with or without charge, and without Author Royalties to You, on websites or via other media. Upon occasion, these excerpts may include entire chapters or may even exceed twenty-five (25) pages in length.

7. Distribution.

7.1 General. Following Your completion and approval of the Galley Signoff Form, the Cover Signoff Form, and the Pricing Agreement and delivery to Us, We shall make the Work available through the distribution channels (including, without limitation, online or electronic distribution channels such as wholesalers, bookstores, and e-retailers) in a manner consistent with the Services selected by You. We do not warrant that any distribution channels will hold the Work for sale, as this is up to the sole discretion of the distribution channels whether they will do so. We do not warrant that We will utilize, or continue to utilize, any particular distribution channel, retailer, e-retailer, or website, as We maintain the right to modify or cancel Our contracts with such contract partners at any time. We are granted by You the right to compile and use statistical information regarding sales of the Work.

7.2 Distribution License Granted. Throughout the Term of this Agreement, You grant to Us the exclusive, transferable, worldwide license to manufacture, store, use, display, execute, reproduce (in whole or in part), transmit, modify (including to create derivative works), import, make, have made, offer to sell, print, publish, market, distribute, and sell (individually or as part of compilations of collective works), and license for use via any subscription model, through all distribution channels (now or hereafter known, including online and electronic distribution channels), and otherwise exploit in any language, in print form, digital format, audiobook format, or via any other medium, now known or hereafter devised, the Work.

7.3 License Continuation Post-Termination. For a period of one (1) year, beginning at the conclusion of the Term, regardless of the reason for Termination, We are granted, by You, the non-exclusive, worldwide license to manufacture, store, use, display, execute, copy, reproduce (in whole or in part), warehouse, host, store, use, transmit, modify (including to create derivative works), import, make, have made, offer to sell, print, publish, market, distribute, and sell (individually or as part of compilations of collective works), and license for use via any subscription model, through all distribution channels (now or hereafter known, including online and electronic distribution channels), and otherwise exploit in any language, in print form, digital format, audiobook format, or via any other medium, now known or hereafter devised, the Work.

7.4 Storage and Hosting. You grant to Us the rights to copy, reproduce (in whole or in part), warehouse, host, store, use, transmit, and distribute tangible, electronic copies of the Manuscript and the Work (in any formats now or hereafter known, and using any computer, telecommunications or other hardware, software, and technologies now or hereafter known) as deemed necessary or appropriate by Us to facilitate the exercising of the licenses and rights granted to Us in this Agreement. This grant includes Our vendors, contractors, licensees, and distributors, Us, and Our respective Affiliates.

7.5 Digital Rights Management. You grant Us the exclusive right to determine whether or not to utilize digital rights management (DRM) technology with respect to the Work.

7.6 Pricing. We shall provide a proposed Retail Price for the sales of Your Work in the distribution channel. If you have purchased a Set Your Own Price option, if available, the Retail Price We suggest is a proposed price for Your Work, and You are responsible for accepting Our suggested Retail Price or setting a different Retail Price for each format of the Work, as long as the final Retail Price is within the limitation We have set. After the Retail Price is set, We reserve the exclusive right to modify the Retail Price of the Work, should production costs change or market conditions warrant. You must approve such Retail Price change prior to it taking effect. If You do not approve the Retail Price change or We cannot contact You to obtain Your approval for the Retail Price change, all or certain formats of the Work will be removed from distribution. **PLEASE NOTE THAT THE SUGGESTED RETAIL PRICE IS NOT NECESSARILY THE PRICE OF YOUR WORK TO THE END CUSTOMER, WHICH IS SET BY THE RETAILER.**

7.7 Direct Purchase Discounts. You may purchase copies of Your Work directly from Us. Generally, the price You will pay is based on a standard discount off of the Retail Price of Your Work. The standard discount is generally based on the number of units

purchased and is listed on Our Site. We reserve the right to change the standard discount percentage at any time or to provide promotional discounts above the standard discount at Our discretion.

7.8 Shipping. Any order by You, including those books included in the Services provided, for copies of the Work shall be delivered within a reasonable time after We receive Your order and receive full payment, and is subject to availability of the Work. Shipping shall be FOB Shipping Point, and We shall not be liable for any delays, loss, or damage in transit. You must pay all applicable shipping and handling fees associated with Your purchase of the Work.

7.9 Printer/Distributor/Retailer Failure to Update or Remove Work. For a Work in Distribution, You agree that We are not liable for any contractor's failure to update the Work, subsequent to such entities' receipt of notice from Us, or Our agent, that the Work has been updated and should be replaced with a more current version of the Work. In the event of such a discovered failure, You shall notify Us specifying the contractor or retailer and the alleged failure. Our sole responsibility, upon receipt of such notice, shall be to notify the contractor or retailer within thirty (30) days of Our receipt of such notice to update the Work, as applicable.

7.10 Notice Regarding Resale of "Used" and/or "New" Work. We do not and cannot control the resale market for Your Work and even subsequent to termination of this Agreement, additional previously purchased copies of Your Work may continue to be lawfully sold by other entities or individuals. Some retailers may denote Your Work as having been previously purchased but in fact are offering "new" copies of the Work. Some retailers may denote a unit of the Work as "new" even though such Works were previously owned, as the seller may consider such Work as in "new" condition.

8. Your Royalties.

8.1 Your Royalties. Royalties shall be paid to You based on the initial sales of Your Work during a calendar quarter. Sales of used copies of Your Work, sales of Your Work to You, and copies of Your Work supplied to any person or entity free of charge do not qualify for and do not generate Royalties.

- i. **Print/Audio.** For each royalty-qualifying sale of Your Work in a **print** or **audio format**, through (a) one of Our distribution channels, You shall receive 10% of the Retail Price (set pursuant to Section 7.6), and (b) directly through Our website bookstores, You shall receive 25% of the Retail Price.
- ii. **Digital.** For each royalty-qualifying sale of Your Work in **digital format**, You shall receive 50% of the Digital Net Received, less any returns. The Digital Net Received equals the Retail Price less promotional discounts, distribution discounts, and sales taxes.
- iii. **Other Forms.** Your Work may: (a) be divided and only certain portions may be sold; (b) be combined, in whole or part, with other author works and sold as part of a bundle; or (c) may be combined, in whole or in part, with other works and sold as part of a subscription service (collectively referred to as "**Other Forms**"). For transaction involving Other Forms of Your Work, revenue may be generated such as a share of advertising revenue, a fractional amount of the List Price, subscription revenue, or other forms of revenue ("**Work Revenue**"). For each royalty-qualifying sale of Other Forms of Your Work, You shall receive 30% of the Work Revenue received by Us that is attributable to Your Work.

8.2 Royalties Timing of Payment. Royalties shall be determined each calendar quarter, and payment, if applicable, will be issued per the following schedule: first quarter (for sales January through March) payment by May 31, second quarter (for sales April through June) payment by August 31, third quarter (for sales July through September) payment by November 30, and fourth quarter (for sales October through December) payment by February 28 of the subsequent year. The timing of actual receipt of the payment by the author may occur after these issuance dates, due to a variety of factors including, but not limited to, transit time in the mail. In addition, We are not responsible for Our banks' inability to process Electronic Fund Transfers in a timely manner, which may delay the issuance of and Your receipt of the royalty payment.

If Your quarterly determination of Author Royalties in any calendar year exceeds seventy-five USD (\$75), the payment shall be issued to You according to the schedule above. If the quarterly royalties due are equal to or less than seventy-five USD (\$75), the quarterly Royalty amount will be carried forward and added to the subsequent quarterly Royalty amount due (the "**Cumulative Author Royalties**"). Until the Cumulative Author Royalties exceed seventy-five USD (\$75), each quarterly Author Royalties will be carried forward and added to the Cumulative Author Royalties. Cumulative Author Royalties at the end of a calendar year will be issued to You by February 28. Any Author Royalties You are entitled to will be reduced by any outstanding amounts You owe to Us and/or are subject to garnishment.

8.3 Tax Withholding and Taxpayer Identification Number. We are a US company and must comply with the tax reporting requirements of the United States Internal Revenue Code. As such, Author Royalties payments may be subject to applicable tax requirements. In order to determine the appropriate amount of withholding, if any, You shall provide Us with all necessary information and documentation requested by Us to comply with tax requirements including Your Taxpayer Identification Number ("**TIN**"). In the event that You fail to provide Us with the proper documentation and information, We will withhold from Author Royalties amounts required to be withheld in compliance with the tax code or other governing laws and will remit these amount to the appropriate government agency. You have no right to seek reimbursement from Us for such withholdings.

8.4 Royalties Post-Termination. Following termination, subject to the exclusions provided for in this Agreement, We shall continue to pay to You Royalties earned in the manner provided by the then-current Royalties schedule. Additionally, in the event that sales are made pursuant to Section 7.3 (**License Continuation Post-Termination**), You shall receive payment for such Author Royalties pursuant to the Author Royalties Percentage specified in that section.

9. Termination.

9.1 Your Right to Terminate without Cause. You may terminate this Agreement without cause by providing at least thirty (30) days' advance written notice to Us of Your intent to terminate and specifying the date of termination. You shall remain liable for payment of the balance of any payments due pursuant to any outstanding service order(s), additional services, or other fees.

9.1.1 Your Right to Terminate for Cause. Excluding Force Majeure Events, You may terminate this Agreement for cause in the event of a material breach by Us which remains uncured for thirty (30) days after Our receipt of written notice from You. You shall remain liable for payment of the balance of any payments due pursuant to any outstanding unpaid Service Orders.

9.2 Our Right to Terminate without Cause. We may terminate the Agreement, or any Service Order, at Our discretion at any time, whether or not cause exists.

9.2.1 Our Right to Terminate for Cause. We have the right to immediately suspend and/or to terminate any or all Services upon Our discovery of any breach of this Agreement by You. A breach by You includes without limitation, a violation of any of the duties, representations, or warranties identified in this Agreement. We also may terminate "for cause" in the event of (1) Our determination that affiliation with You or the Work has or might subject Us or Our Affiliates or contractors to public disapproval, (2) following receipt of a complaint, demand, or Action in any form (whether civil, by a government, or by informal communication asserting an Action or claim in relation to You or Your Work), made by a third party, (3) following receipt of notice from government or other person or entity that Royalties arising from the Work are subject to inquiry, investigation, Action, or garnishment (including, without limitation, due to a claim that the Work unlawfully generates proceeds for the perpetrator of a crime described in the Work) ("**Adverse Commercial Circumstances**"). In the event of Our Termination for cause, We retain the right to all payments previously paid by You, and You shall remain liable for payment of the balance of any payments due pursuant to any outstanding unpaid Service Orders.

9.3 Our Duties upon Termination. Upon termination of the Agreement in a manner permitted by this Agreement, We will supply notices within thirty (30) days to any Affiliates, contractors, or other partners to discontinue publishing and distributing the Work. You acknowledge that We are not responsible for the failure or delay of any of Our contractors, vendors, partners, or any other entities to remove a Work from print, publication, distribution, or marketing for sale once notified by Us. You release Us, Our Affiliates, and Our contractors, and waive any claims against Us or Our Affiliates and contractors, arising from such contractors', or other Parties', failure to remove Your Work from print, publication, distribution, or marketing for sale of Your Work. **Your Sole Remedy against Us, Our Affiliates, or Our contractors arising from such post-termination print, publication, distribution, marketing, or other use of the Work is solely Royalties upon such Work as specified in Section 8.4 (Royalties Post-Termination).**

9.4 Our Rights upon Termination. Subsequent to termination of this Agreement, as set forth in Section 6.1 (**License**), Section 6.2 (**Right of Publicity**) and 7.3 (**License Continuation Post-Termination**), Our licenses to the Work and Your Right of Publicity, shall survive as set forth in those sections. You shall retain rights to the Manuscript, but not the final Work, except to the extent of any license granted to You pursuant to Section 5.7 if You elect to purchase such license. You are not restrained by this Agreement from publishing such original Manuscript at Your discretion and risk.

10. Refunds.

10.1 Refunds following Termination. Unless specifically noted in this Section, if You terminate the Agreement, or any Service Order, You shall remain liable for payment of the balance of any payments due pursuant to any outstanding unpaid Service Orders or for any unpaid amounts for Additional Services, and no refund shall be due to You.

Exception for the Publishing Package:

You may be entitled to a refund of all or a portion of the amount You paid for a Publishing Package. The refund opportunity is exclusive to the amount paid for the Publishing Package as referenced in the Service Order. All other Services are non-refundable after purchase. You shall be entitled to a refund of the amount paid for the Publishing Package as follows:

- | | |
|---|-------------------------------------|
| a. Prior to submission of the manuscript: | 100% [less a \$150 (USD) setup fee] |
| b. After (a) above and prior start of interior design work: | 50% |
| c. After (b) but prior to final sign-off | 25% |

Irrespective of (a-c) above, after six (6) months from the Effective Date no refund is due to You.

With the exception of Section 10.2 below, no refunds are due to You after Termination by Us, if such Termination arises due to either Your violation of any obligation imposed by this Agreement, or Adverse Commercial Circumstances relating to You, or the Work in any way.

10.2 Refunds as a Result of Non-Compliance with Content Guidelines. If after review of Your Manuscript, We Terminate this Agreement due to Your non-compliance with the Content Guidelines, We shall refund to You the full amount paid for Your Publishing Package pursuant to the Service Order(s) less two hundred USD (\$200) (which will be assessed as Our charge to review the Manuscript for compliance with Our Content Guidelines).

10.3 Mutual Termination. Upon the Parties' agreed mutual termination of this agreement, which may only be enforced if entered into by a signed writing, signed by You and Our authorized representative, any refunds due shall only be as specified in such signed writing.

10.4 Timing of Refund Issuance. We shall make commercially reasonable efforts to process any refund due to You within thirty-five (35) days of the date of the applicable termination, absent any extenuating circumstance or dispute regarding the applicability or amount of refund. We may refund to You via the payment mechanism that You paid Us with, or such other mechanism, in Our discretion.

10.5 Non-Refundable Fees. Any non-refundable fees, such as the processing fee attributable to installment payment Agreements, shall not be required to be refunded by Us, regardless of the circumstance causing the termination of the applicable Service Order or this Agreement.

11. Representations and Warranties.

11.1 Intellectual Property Rights. You represent and warrant that (a) You are either the sole author and sole owner of the copyright of the Manuscript (which includes all content therein), and (b) You are either the owner of the copyright and/or trademark in any associated cover or interior graphics supplied by You in the Manuscript or You have secured written permission (which You must furnish to Us, together with any required third-party credits during the initial content evaluation period) to use the copyright and/or trademark in the Manuscript.

11.2 Co-Authored Work. You represent and warrant that this Manuscript is not co-authored. You are and will be solely responsible for accounting and paying any contributors to the Work any Author Royalties with respect to the uses of the Work permitted hereunder and their respective shares, if any, of any monies payable hereunder.

11.3 No Infringement. You represent and warrant that neither the Manuscript nor the Work, in whole or in part, infringes any copyright or violates any right of privacy or publicity or other personal or property right whatsoever, or contains any libelous matter or matter otherwise contrary to law; that no recipe, formula, or instruction contained in the Manuscript or the Work is injurious to the user; that neither contains any information deemed private by applicable law, including, without limitation, the social security number, date of birth, or private financial information of any person or entity; and that all statements asserted as facts are based on Your careful investigation and research for accuracy. **As of the date hereof, there are no pending or, to Your knowledge, threatened claims, litigation, or other proceedings pending against You by any third party, based on any state of facts that would constitute a breach of any of Your representations and warranties herein, nor have any such claims ever been levied against You historically with respect to the content or title of the Manuscript or the Work.**

11.4 Right and Competence to Contract. You represent and warrant that You are at least eighteen (18) years of age at the time of entry into this Agreement and are otherwise competent to enter this Agreement. You additionally have the full right, power, and authority to perform its obligations. You have the full right, power, and authority to grant the rights and licenses granted to Us hereunder and have not assigned, pledged, or otherwise encumbered the Manuscript and/or the Work, and You have obtained all rights, clearances, and permissions necessary to grant such rights to Us without any further payment obligation by Us. You shall maintain such licenses and consents throughout the Term, and thereafter, as necessary to comply with the obligations imposed upon You by this Agreement.

11.5 Accuracy. You represent and warrant that all information in the submission package or otherwise communicated to Us by You is accurate. You shall immediately update any information which becomes inaccurate with accurate information.

11.6 Compliance with Content Guidelines. You represent and warrant that the Manuscript, and resulting Work, complies with the Content Guidelines (as listed on Our Site at the time of submission). If We receive a notice or complaint about the Work, We can immediately remove the Work from distribution and We will contact You regarding the complaint. We will assess the validity of the complaint and return the Work into distribution when We are satisfied, at Our sole discretion, that the Work is in compliance with Our Content Guidelines and does not otherwise pose a legal or business risk to Us.

11.7 Transmission. You represent and warrant that the Manuscript submission(s) will not contain any virus, trojan horse, worm, backdoor or other software or hardware devices, the effect of which is to permit unauthorized access or to disable, erase, or otherwise harm any computer, systems or software, any time bomb, drop-dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of a person or entity other than an authorized licensee or owner of a copy of the program or the right and title in and to the program, or any shareware or open source code, or other software which could require disclosure or licensing to any third party of any source code with which such software is used or compiled.

12 Disclaimer of Warranties.

12.1 SALES ARE NOT GUARANTEED. WE MAINTAIN NO CONTROL OVER THE PURCHASING DECISIONS OF CONSUMERS OR BOOKSELLERS, AND, AS SUCH, WE CANNOT AND DO NOT GUARANTEE SALES OF YOUR WORK. WE MAKE NO GUARANTEES OR PROMISES AS TO THE MINIMUM SUCCESS OF THE SERVICES OR THE AMOUNT OF BOOK SALES WHICH MAY RESULT FROM ANY OR ALL OF THE SERVICES. WE ARE NOT LIABLE TO YOU OR ANY PERSON OR ENTITY IF THE WORK DOES NOT SELL TO YOUR EXPECTATIONS OR AT ALL.

12.2 GENERAL DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY WARRANTIES OR REPRESENTATIONS EXPLICITLY SET FORTH IN THIS AGREEMENT, WE MAKE NO OTHER WARRANTY AND EXPLICITLY DISCLAIM ALL OTHER WARRANTIES,

CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM OR USAGE IN THE TRADE, OR OTHERWISE) WITH RESPECT TO THE SERVICES, OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS, OR SUITABILITY FOR A PARTICULAR PURPOSE (WHETHER OR NOT WE KNOW, HAVE REASON TO KNOW, HAVE BEEN ADVISED, OR ARE OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WARRANTY OF TITLE, AND WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

13. Indemnification.

13.1 General Indemnification. You shall fully indemnify and hold harmless, Us, Our Affiliates (including companies, partnerships, or other legal entities that directly or indirectly, through one or more intermediaries, have common ownership of greater than 50% with Us), Our partners, and other contractors, booksellers, and distributors, and each such entity's officers, directors, employees, agents, insurers, contractors, successors, and permitted assigns from and against any claim, cause of action, demand, Action, proceeding, Losses, liability, cost, expense (including reasonable attorneys' fees) or damages arising out of or resulting from a breach of contract, including, without limitation, any breach or alleged breach of any of Your foregoing representations, warranties, and obligations. Until any claim for indemnity hereunder has been fully satisfied, We may retain all payments due You, if any, and/or We may cease providing any further Services, and You shall have no right to receive a refund of any monies paid by You to Us.

13.2 Defense of Copyright Infringement by Your Work. If a claim is presented against Us alleging that the Work is an infringement or the Work otherwise violates or adversely affects the rights of third Parties, We are hereby authorized, at Our election, to defend, negotiate, compromise, or settle such claim, subject to Your approval and at Your expense. In addition, You agree to abide by and comply with the policies promulgated by Us with respect to requests or complaints from third Parties regarding the Work. You shall not settle any claims in a manner that adversely affects the rights of Us without Our prior hand-signed written consent by an Authorized representative of Us. Our failure to perform any obligations under any Section of this Agreement shall not relieve You of Your obligations under this Section, except to the extent that You can demonstrate that You have been materially prejudiced as a result of such failure.

14. Remedies.

14.1. Required Notice. We shall not be liable for Our breach of this Agreement unless You supply written notice, in the manner provided for notice in Section 16.2 (**Notices**), of the alleged breach, reasonably described, to Us within thirty (30) days of the date when You discover or ought to have discovered such breach and We fail, during that thirty (30) day period, to cure the specified breach. For disputes relating to Author Royalties, Your notice as required under this Section must specify: (a) the amount of Author Royalties You claim to be due but unpaid, and (b) the basis for Your supposition (including any receipts, documentation, or other details forming the entire foundation of Your belief that any Author Royalties that are due to be paid have not been paid).

14.2 Publication in non-selected format. In the event that We publish the Work in any format other than the format selected and paid for (if a charge applies) by You and a sale through Us, Our Affiliates, or Our contractors results, Your sole remedy shall be payment of the Royalties calculated in the manner set forth in Section 8 (**Your Royalties**), on any such sales of the Work in the unapproved format.

14.3 Liquidated Damages Assent. The Parties intend that the Author Royalties percentages listed in Section 14.2 (**Publication in Non-Selected Format**) and 8.4 (**Royalties Post-Termination**) respectively constitute Liquidated Damages and constitute compensation, and not a penalty. The Parties acknowledge and agree that any harm to You caused by Our breach would be impossible or very difficult to accurately estimate at the time of making of this contract and at the time of the breach, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from Our breach. Our payment of the Liquidated Damages is Our sole liability and entire obligation and the Author's exclusive remedy for the listed breaches for which the enhanced Author Royalties percentages are listed as a remedy.

14.4 Change to Terms or Services. Your sole remedy in the event of disagreement with any unilateral change to the terms and conditions by Us, or the elimination or substitution of a Service, is a refund for Services as set forth in the Section 10 (**Refunds**).

14.5 LIMITATION OF LIABILITY. IN NO EVENT SHALL WE OR ANY OF OUR PERSONNEL, OUR AFFILIATES OR OUR CONTRACTORS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL OUR, OUR AFFILIATE'S, OR OUR CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS ACTUALLY PAID TO US BY YOU PURSUANT TO THE APPLICABLE SERVICE ORDER.

The exclusions and limitations in this Section shall not apply to damages or other liabilities arising out of Our or Our Affiliates' or contractors' gross negligence or willful or intentional misconduct.

15. Dispute Resolution.

15.1 Statute of Limitation. You must file for Arbitration for damages arising directly or indirectly from this Agreement no later than one hundred eighty (180) days after any portion of Your claim has accrued. You waive the right to file an Action arising directly or indirectly from this Agreement under any longer statute of limitations.

15.2 Governing Law. This Agreement, and any legal suit, arbitration, Action, or proceeding arising out of or related to this Agreement, including any Service Order or Services provided or to be provided hereunder, and, generally, any act or omission involving You and Us, Our Affiliates, and/or Our contractors, including, without limitation, the marketing or inducement that precipitated the relationship, marketing, or solicitation directed toward You by Us, or Our Affiliates, before, during, or subsequent to the relationship, Our utilization of Your Right of Publicity at any time, and claims under state, federal, or other statutes or laws for deceptive or fraudulent trade or business practices, common law claims for fraudulent inducement, misrepresentation or claims of similar character, or privacy torts, shall all be governed by and construed in accordance with the laws of the State of Indiana, within the United States of America, without giving effect to any choice or conflict of law provision or rule (whether of the State of Your residence or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Indiana or to any rule of construction that allows or directs that ambiguities be construed against the drafter of a contract.

15.3 MANDATORY ARBITRATION / CLASS ACTION WAIVER. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, ITS TERMINATION, OR THE VALIDITY OR BREACH THEREOF, SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN INDIANAPOLIS, INDIANA, UNDER AAA'S COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE TRIBUNAL SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THE AGREEMENT TO ARBITRATE. ARBITRATION REPLACES THE RIGHT TO GO TO COURT. YOU AGREE THAT YOU ARE VOLUNTARILY AND KNOWINGLY WAIVING ANY RIGHT THAT YOU MAY HAVE TO GO TO COURT OR TO HAVE A JURY TRIAL. FURTHERMORE, NEITHER YOU NOR WE MAY SERVE AS A REPRESENTATIVE, A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER, INCLUDING OUR AFFILIATES, ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, UNLESS BOTH YOU AND WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

Provided that You can demonstrate to Us that the cost of arbitration imposes a genuine financial hardship on You to such a degree that Your ability to bring a claim in Arbitration is impacted, We shall pay the portion of Your initial filing fee for Arbitration, and We may elect to pay for Your reasonable expenses to travel to the Arbitration, or We may agree to permit You to participate in Arbitration telephonically. Except for in defense of frivolous claims by You or removal of Your initiation of Arbitration in the improper venue, We agree that We shall not be entitled to Our reasonable attorney's fees if successful in the Arbitration.

You have the right to opt out of this provision which election would enable You to litigate disputes in a court before a Judge if You deliver to Us, within thirty (30) days of the effective date of this Agreement, an explicit instruction to opt out, hand signed and dated by You, via certified mail return receipt requested to Attn: Legal Dept, 1663 Liberty Drive, Bloomington, IN 47403. If We do not receive Your written notice within this time period, Your right to opt out will terminate and the provisions of this section shall apply. If You exercise the opt-out option, Each Party consents that it will not commence any Action, litigation, or proceeding of any kind whatsoever against the other Party or Our Affiliates, or in any way arising from or relating to this Agreement and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the Small Claims Courts sitting in Bloomington, Monroe County, Indiana, the Circuit or Superior Courts sitting in Bloomington, Monroe County, Indiana, or the Federal Courts of the Southern District of Indiana, sitting in Indianapolis, Indiana, and any appellate court therefrom, and that said courts shall have sole and exclusive jurisdiction to hear and adjudicate any such Action, litigation, or proceeding. If the opt-out is elected by You in time, each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal Action arising out of or relating to this Agreement or the transactions contemplated hereby. Finally, if the opt-out is elected by You in time, each Party agrees that a final judgment in any such Action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

15.4 Your Responsibility for Non-Compliance. If You do not opt out as permitted in 15.3, and initiate a claim against Us or any of Our Affiliates arising from or related to this Agreement or the relationship between the Parties in any court, instead of complying with the mandatory arbitration process set forth herein, or in an arbitration venue other than as agreed in this Agreement, We are entitled to Our reasonable attorney's fees, including in-house attorney time, billed at the rate of one hundred fifty USD (\$150) per hour, and all expenses incurred to defend such claim and/or to remove it to the Arbitration venue.

16. Miscellaneous.

16.1 Phone, E-mail, and Other Communications from Us. Unless You elect otherwise in accordance with Our Privacy Policy listed on Our Site, You consent to allow Our employees, Our Affiliates, or Our contractors to communicate with You via any telephone number, e-mail address, and any other contact point supplied by You, both for the purpose of fulfilling the Services and for the purpose of educating You about additional available Services, discounts, sales, products, or other opportunities offered by Us or Our Affiliates at

times, and at a frequency determined in Our reasonable discretion. You acknowledge and agree that We and Our Affiliates and contractors are authorized to record, in whole or in part, phone conversation between Us and You without further disclosure.

16.2 Notices. All notices by You to Us asserting any breach, prior to Your right to terminate for cause, or notices to terminate, must be supplied in writing and sent by overnight courier, (e.g., FedEx, UPS, Airborne Express, or DHL) or by certified mail, return receipt requested, to Our address with a copy simultaneously mailed to: ATTN: Client Service, 1663 Liberty Drive, Bloomington, IN 47403, with an additional copy for notices asserting breach only, e-mailed to: legal@authorsolutions.com.

16.3 Contact Information. You are responsible for supplying, via written notice, complete and current contact information. We are not responsible for any delays or Your failure to receive payment, or any other harm, caused by Your failure to maintain accurate current and complete contact information with Us.

16.4 Non-Exclusivity. We retain the right to perform the same or similar type of Services for third Parties before, during, and after the Term of this Agreement.

16.5 Conflict in Provisions. Except to the extent that any such other mutually signed document includes language specifying the exact provision of this Agreement which is replaced by the terms of such later-signed document, in the event of any conflict between the Term and provisions of this Self-Publishing Services Agreement document and those of any Service Order, installment plan, or other document, the following order of precedence shall govern: (a) first, this Services Agreement document, (b) second, the applicable Service Order(s); (c) third, any applicable installment plan; then (d) any other written, signed, and assented-to contract between the Parties.

16.6 Taxes. You shall be solely responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by You hereunder, provided that in no event shall You pay or be responsible for any taxes imposed on, or with respect to, Our income, revenues, gross receipts, Our employees, Our Affiliates, or Our contractors or real or personal property or other assets.

16.7 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither of the Parties shall have authority to contract for or bind the other Party in any manner whatsoever.

16.8 Assignment/Delegation. You may not assign any of Your rights or delegate any of Your obligations under this Agreement without the prior written consent of Us. Any purported assignment or delegation in violation of this Section is null and void. No permitted assignment or delegation relieves You of any of Your obligations under this Agreement. We may assign Our rights or delegate any of Our obligations under this Agreement to any of Our Affiliates, Our employees, or to any partner or contractor in Our discretion, or to any person or entity acquiring all or substantially all of Our business and assets.

16.9 Waiver. No waiver by Us of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by an authorized representative of Us. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16.10 Severability. If any Term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other Term or provision of this Agreement or invalidate or render unenforceable such Term or provision in any other jurisdiction. Upon such determination that any Term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement, so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner, in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16.11 Survival of Certain Provisions. Section 5.7 (**Rights to Manuscript and the Work**), Section 5.8 (**Legal Responsibility for Content**), Section 6.2 (**Right of Publicity**), Section 7.3 (**License Continuation Post-Termination**), Section 7.4 (**Storage and Hosting**), Section 7.9 (**Printer/Distributor/Retailer Failure to Update or Remove Work**), Section 8 (**Your Royalties**), Section 10.1 (**Refunds following Termination**), Section 11.1 (**Intellectual Property Rights**), Section 11.2 (**Co-Authored Work**), Section 11.3 (**No Infringement**), Section 11.4 (**Right and Competence to Contract**), Section 11.5 (**Accuracy**), Section 11.6 (**Compliance with Content Guidelines**), Section 13 (**Indemnification**), Section 14 (**Remedies**), Section 15 (**Dispute Resolution**), Section 16.2 (**Notices**), Section 16.4 (**Non-Exclusivity**), Section 16.5 (**Conflict in Provisions**), Section 16.6 (**Taxes**), Section 16.8 (**Assignment/Delegation**), Section 16.10 (**Severability**), Section 16.11 (**Survival of Certain Provisions**), and Section 16.13 (**Force Majeure**), of this Agreement shall survive the termination of the Agreement.

16.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission, shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

16.13 Force Majeure. We shall not be liable or responsible to You, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is

caused by or results from acts beyond Our reasonable control, including, without limitation: acts of God; flood, fire, or explosion; war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; Actions, embargoes, or blockades in effect on or after the date of this Agreement; national or regional emergency, revolution, insurrection, epidemic; lockouts, strikes, labor stoppages, or slowdowns, or other industrial disturbances (whether or not relating to Our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials; compliance with any law or governmental order, rule, regulation or direction, or any Action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, including the cessation, permanently or temporarily, of government operations, or failing to grant a necessary license or consent; shortage of adequate power or telecommunications or transportation facilities; or any other event which is beyond the reasonable control of such Party (each of the foregoing a “**Force Majeure Event**”).

I HAVE READ, I UNDERSTAND, AND I AGREE TO THE TERMS SET FORTH IN THIS SELF-PUBLISHING SERVICES AGREEMENT:

Author Name (“You”):	
Street Address:	
City, State, Zip Code:	
Phone:	
Fax:	
E-mail:	
Date:	
Signature:	