

## SERVICES AND DISTRIBUTION AGREEMENT

This Services and Distribution Agreement includes and incorporates by reference those additional terms and conditions included in Service Orders, receipts, and communications from Us, as well as Our Privacy Policy, any additional policies and/or legal notices included on our website, Content Guidelines, submission and approval forms, and the terms of use governing the use of [www.rutledgehillbooks.com](http://www.rutledgehillbooks.com) (the "Website") and Your registered account, if applicable (collectively referred to as the "Agreement"). As used in this Agreement: "We," "Our" and "Us" refers collectively to Get Published! LLC (a Delaware limited liability company, individually referred to as "GPL") and HarperCollins Focus, LLC (a Tennessee limited liability company, along with its affiliates and subsidiaries, individually referred to as "HCF"), doing business under the imprint name "Rutledge Hill", and their employees, agents, representatives, partners, parent and related entities and imprints, licensees, successors and assigns; "Contractors" refers to third party publishers, agencies, vendors, retailers, distribution channels, and suppliers with which We contract; and "You" and "Your" refers to the person or entity (the "Contracting Party") accepting this Agreement by signing below. The Agreement will continue in effect from the date it is first signed by You, until terminated as described below ("Term").

By signing this Agreement, You engage Us to provide certain creative, publishing, and editorial services ("Publishing Services"), marketing, and promotional services ("Marketing Services"), as well as book sale and distribution services ("Distribution") [collectively referred to as the "Services"], with the objective of publishing, selling and/or distributing the Work, as defined below, in any form or format, including print, electronic, video, and/or audio. The specific Services purchased by You may be purchased individually or bundled into a "Publishing Package," and will be set forth in one or more separate "Service Orders." This Agreement applies to and governs all Services provided by Us while this Agreement is in effect, as well as any acts incidental to the fulfillment of the Services or other responsibilities under this Agreement or applicable law. We may modify this Agreement at any time by notice by posting such changes on the Website or communicating such changes to You by mail or email, with or without Your confirmation of acceptance, to be determined at Our sole discretion. The modifications will be effective and binding thirty (30) days from the date that they are posted on the Website or that You accept them, if requested by Us, whichever occurs first. If You do not accept such modifications, You may terminate this Agreement in accordance with Section 4.

### 1. RIGHTS AND LICENSES

The "Work" means the Manuscript in the form submitted to and accepted by Us, together with any Third Party Material, Our Work Product and Our Property, as each is defined and further described below, as ultimately published by Us or our Contractors on Your behalf pursuant to a Service Order. Throughout this Agreement, except as otherwise specified, the term "Work" shall pertain to each Work covered under any and all of Your Service Orders as though the rights granted herein were covered by separate agreements for each Work.

Your "Manuscript" includes the text of a literary work delivered to Us, in its original form as submitted by You and as edited by Us during the fulfillment of editorial Services purchased by You, as well as any supplemental or other additional materials that You provide for use in or in connection with publication of the Work, all owned by or rightfully licensed to You in writing. **AS BETWEEN YOU AND US, YOU (AND/ OR THE PERSONS YOU ARE EXCLUSIVELY AUTHORIZED TO REPRESENT IN THIS AGREEMENT) ARE AND WILL REMAIN THE SOLE AND EXCLUSIVE OWNER(S) OF ALL RIGHT, TITLE, AND INTEREST, INCLUDING COPYRIGHT, IN AND TO YOUR MANUSCRIPT.**

Our "Work Product" means any materials created by or for Us or Our Contractors for use in or in connection with the publication, or advertising and promotion of the Work in any media, form or format, including, but not limited to, the book design, book cover design, graphics, Illustrations (as defined below), and promotional materials (but not including materials created by You or by third parties separately commissioned and compensated by You). "Our Property" means Our intellectual property, including, without limitation Our imprint logos, imprint names, trademarks, barcodes, and ISBN's. As between You and Us, We remain the sole and exclusive owner of all right, title and interest, including copyright, in and to Our Work Product and Our Property.

"Third Party Material" means any content or material that is owned or controlled by third parties that is intended to be distributed under this Agreement, that either We license directly, or You license or otherwise have permission to use in The Work. Photographs, artwork and quotations created by third parties or used with permission from other third party works are examples of Third Party Material. If Your use of Third Party Material is subject to any restrictions (such as a limit on the number of reproductions of an image), You are responsible to ensure that You comply with those restrictions. All right, title and interest in Third Party Material shall remain with the respective Third Party. **Third Party Material licensed to Us directly may be used only in the version of the Work (in any format) that We create, and may not be removed or used in any other versions of the Work or other products or materials.**

During the Term of this Agreement and for the purpose of fulfilling the Services purchased by You and complying with Our obligations under this Agreement, You authorize, consent to and grant to Us and Our Contractors the following:

- The non-exclusive, worldwide rights and license to display, exhibit, reproduce, digitize, modify, license, and otherwise use the information that You provide to Us about You (such as Your name or chosen pen name, image, likeness, appearance, voice, video footage, biographical and personal information, etc.) and information about the Work (such as the title, Your description of the Work, excerpts and images from the Work, etc.), in all materials created by Us or on Our behalf, pursuant to a Service Order, that incorporate any of the information above, in any format and in all media now known or hereafter devised;
- The worldwide rights and license to send free review copies of the Work to members of media and other potential book reviewers or book sellers, in Our sole discretion;

- The non-exclusive, worldwide rights and license to make excerpts or previews of the Work available for preview on the Website or via other media, including unaffiliated third party retailer websites, in Our sole discretion;
- The non-exclusive, transferable, worldwide license to manufacture, store, use, display, execute, reproduce (in whole or in part), transmit, modify (for example, for formatting purposes or to create authorized derivative works), import, make, have made, offer to sell, print, publish, market, sublicense, distribute, and sell (individually or as part of compilations of collective works), and license for use via any subscription model or lending/ rental model, through any and all distribution channels available now or as may become available in the future, in any language, in any format, and via any medium, now known or hereafter devised, selected in Our sole discretion and consistent with the Service Order, the Work;
- During the transition period of ninety (90) days after termination of this Agreement, the non-exclusive, worldwide license to engage in the activities set forth above; and
- The right and license to compile and use statistical information regarding sales of the Work.

After the Term, We grant to You a non-exclusive, worldwide license to manufacture, store, use, display, execute, reproduce, transmit, import, make, have made, offer to sell, print, publish, market, sublicense, distribute, and sell Our Property, Our Work Product and Third Party Material provided by Us **only as incorporated into or on the version of the Work that was created for You by Us and/or Our Contractors**. Our Work Product, Our Property, and any Third Party Material may not be modified or separately reproduced, resold or distributed. The re-sale of copies of the Work purchased previously by You or a third party is not subject to the terms of this Agreement.

We grant to You a perpetual, non-exclusive, irrevocable, royalty-free, worldwide license to use, store, display, reproduce, transmit, sell, print, publish, market, distribute, sub-license, transfer, and make or have made derivative works, for any purpose whatsoever, the custom illustrations that We create pursuant to this Agreement ("Illustrations").

## **2. FULFILLMENT OF SERVICES**

Before We are required to begin fulfillment of the Services, You must submit to Us: (a) a signed and dated copy of this Agreement; (b) a fully completed Title Submission Form or other forms requested by Us; (c) Your Manuscript; (d) full payment for the Services; and (e) any other forms or materials requested by Us. We are not responsible for the loss of or damage to Your Manuscript or any other submitted materials while in transit or while in Our possession. We are not obligated to preserve or return Your Manuscript or any other submitted materials to You. You should NOT send Us original or sole copies of Your Manuscript, photographs or any other materials.

**Your Manuscript and Work must comply with Our Content Guidelines and the Rutledge Hill Editorial Standards (set forth on the Website and available upon request) and all applicable laws and regulations.** If You have questions regarding Your Manuscript or The Work's compliance with applicable laws and regulations, such as copyright laws, rights of privacy and publicity, and libel/ defamation, You should consult an attorney for legal advice.

We reserve the right to conduct a content evaluation on Your Manuscript and the Work ("Content Evaluation") solely and exclusively for Our internal purposes. You may not rely on the Content Evaluation, or any results that We may share with You, for any purpose whatsoever. If We have reason to believe that Your Manuscript or The Work does not comply with Our Content Guidelines or the Rutledge Hill Editorial Standards, in Our sole discretion, We may require that You revise the Manuscript or Work in order to bring it into compliance, and We may remove the Work from distribution until such revisions are made. If You choose not make the necessary revisions to comply with Our Content Guidelines or the Rutledge Hill Editorial Standards, You or We may terminate this Agreement.

You agree that We will determine the price shown on Our invoices from which discounts are deducted to calculate the amounts payable to us for sale of The Work ("Suggested Retail Price"). PLEASE NOTE THAT THE SUGGESTED RETAIL PRICE IS NOT NECESSARILY THE PRICE OF THE WORK TO CONSUMERS, WHICH IS SET BY THE RETAILER.

When the Work is in its last stages of production, We will provide You with an electronic copy for Your complete and thorough review. If, upon review, You are satisfied that each and every aspect of the Work is accurate, complete and meets Your reasonable expectations, and You acknowledge and accept the Suggested Retail Price, You will sign all requested forms to indicate Your final approval and return them to Us. After Your final approval is given, You waive any and all claims against Us or Our Contractors arising from or related to any alleged errors, omissions or other content or pricing issues discovered in the Work after final approval. You are responsible for any applicable fees for any subsequent changes, corrections or other Services requested by You after final approval.

Upon final approval of the Work, We will make the Work available through Our Contractors, consistent with this Agreement and the Services purchased by You. If Your Services include Distribution, the files of the Work will be transferred to HCF for distribution. Your Work may also be prepared for announcement to bookstores and consumers, consistent with the Services purchased by You. The Work may be sold individually in any format, or may be distributed in one or more of the following models: (i) divided with only certain portions of the Work sold; (ii) combined, in whole or part, with other works and sold as part of a bundle; (iii) combined, in whole or in part, with other works and sold as part of a subscription service; or (iv) combined, in whole or in part, and sold as part of a lending/ rental service. We do not warrant that any particular Contractor will offer the Work for sale, as this is in the sole discretion of the Contractor, or that We will continue to use any particular Contractor. If We receive a complaint from You or a third party regarding the Work, We may discontinue the distribution of the Work while We resolve the complaint.

You may purchase trade paperback and hardcover copies of the Work directly from Us or Our Contractors (as designated by Us) at 60% discount off of the Suggested Retail Price. Any such purchases must be in a minimum number of thirty-six (36) units of the trade paperback or the hardcover to a single address per order. You may purchase single orders of less than thirty-six (36) units of either the trade paperback copy or the hardcover copy of the Work at 20% off of the Suggested Retail Price. You will not be paid royalties for

any copies purchased by You. You are responsible for the payment of shipping and handling fees applicable to the shipment of copies of the Work to You, whether included with the Service(s) or Publishing Package, provided free-of-charge, or otherwise purchased by You from Us.

### 3. **ROYALTIES**

You shall be paid the following royalties. As used herein, "net sales" shall mean gross revenue from all copies of the Work sold less any invoiced credit for discounts, returns or adjustments.

- a) **Trade Sales, Export, Discount Store Editions, Foreign Language Editions, Book Clubs, and Direct Premium Sales.** On all copies of each edition of the Work other than sales to You and sales falling within Sections B through H below, the royalty shall be as follows:
  - i. **Hardcover:** sixty percent (60%) of Projected Total Margin on all copies sold. Projected Total Margin is calculated by multiplying the Projected Per Unit Margin specified on the Pricing Agreement Form by the number of copies sold. The Projected Per Unit Margin is calculated by multiplying the Suggested Retail Price by forty-five percent (45%) and then subtracting the Standard Print Cost specified on the Pricing Agreement Form.
  - ii. **Trade Paperback:** sixty percent (60%) of Projected Total Margin on all copies sold. Projected Total Margin is calculated by multiplying the Projected Per Unit Margin specified on the Pricing Agreement Form by the number of copies sold. The Projected Per Unit Margin is calculated by multiplying the Suggested Retail Price by forty-five percent (45%) and then subtracting the Standard Print Cost specified on the Pricing Agreement Form.

**Sales to You and falling within Sections B through H below will not count toward any graduated royalty specified above.**

- b) **Free Copies.** No royalties shall be paid on copies furnished at no charge to You or distributed for review, advertising, sample, promotional, or like purposes.
- c) **Excerpts/Permissions.** You retain all rights not granted to Us and will be responsible for granting permission to third parties for use of the Work or any portion thereof as you see fit.
- d) **Audio/Video/Curriculum on CD or DVD.** All applicable provisions of this Agreement shall apply to the publication of audio/video works. For all copies sold through regular trade marketing channels, the royalty shall be fifty percent (50%) of Projected Total Margin on all copies sold. Projected Total Margin is calculated by multiplying the Projected Per Unit Margin specified on the Pricing Agreement Form by the number of copies sold. The Projected Per Unit Margin is calculated by multiplying the Suggested Retail Price by forty-five percent (45%) and then subtracting the Standard Duplication Cost specified on the Pricing Agreement Form. For all copies rented through regular marketing channels, the royalty shall be ten percent (10%) of the sums actually received by Us and/or Our Contractors on net sales. The royalty payable to You with respect to audio/video/curriculum rights of the Work sold or distributed by any licensee of Us shall be governed by Section H of this Agreement.
- e) **Electronic Editions.** On copies of any electronic edition of the Work including but not limited to, eBooks without enhancements, enhanced eBooks, CD-ROMs, apps, audio/video streaming and downloads sold by Us and/or Our Contractors or a respective affiliate or subsidiary, the royalty shall be sixty percent (60%) of the sums actually received by Us and/or Our Contractors on net sales or a pro-rata portion thereof if less than the entire Work is used (e.g. part of a compilation).
- f) **Book Sets.** On copies of multiple books published together and sold as multiple books-in-one for publication and sale by Us and/or Our Contractors, the royalty shall be prorated based on the percentage of the combined work that is comprised by each work (calculated based on the number of works included in the combined work). Your royalty will be your prorated percentage of the combined work's royalty of fifty percent (50%) of Projected Total Margin on all copies of the combined work sold. Projected Total Margin is calculated by multiplying the Projected Per Unit Margin specified on the Pricing Agreement Form by the number of copies sold. The Projected Per Unit Margin is calculated by multiplying the Suggested Retail Price by forty-five percent (45%) and then subtracting the Standard Print Cost specified on the Pricing Agreement Form for the combined work. The royalty payable to You with respect to such sets sold or distributed by any licensee of Us shall be governed by Section H of this Agreement.
- g) **Remainders/Overstock.** We and/or Our Contractors, as applicable, may, without prior notice to You, dispose of books which, in Our sole discretion, We and/or Our Contractors, as applicable deem to be overstock or remainders in any manner and will have no obligation to pay royalties on copies so disposed of at discounts equal to or greater than seventy-five percent (75%).
- h) **Exploitation of Subsidiary Rights.** Additional subsidiary and other rights granted to Us and/or Our Contractors in this Agreement are listed below. All monies actually received by Us and/or Our Contractors from licensing or disposition of these rights, less agent's commissions when applicable, as shall be incurred by Us and/or Our Contractors, as applicable in disposing of such rights, shall be shared equally, fifty percent (50%) to You and Us and/or Our Contractors. All such rights may be disposed of by sale, lease, license or otherwise by Us and/or Our Contractors who for such purpose are hereby appointed the attorney in fact of You, and the power granted to Us and our Contractors hereunder shall be irrevocable during the term hereof. You agree

to sign, make, execute, deliver and acknowledge all such papers, documents and agreements as may be necessary to effectuate the grants hereinabove contemplated. In the event You shall fail to do so, such documents may be signed, executed, delivered and acknowledged by Us as the attorney in fact of You with the same full force and effect as if signed by You.

- i. **Translations**
- ii. **Large print**
- iii. **Reprint**
- iv. **Sole and exclusive rights of publication in, and disposal of rights in foreign countries**
- v. **Audio/Film/Video/Multimedia**
- vi. **Merchandising and other commercial rights**
- vii. **Electronic Editions (eBooks, apps, internet, audio/video streaming, downloads, etc.)**

- i) If Your Work is included in a combined work such as a bundle or Book Set by Us or a Contractor, distributor, agent or licensee of Us: (i) if the combined work is distributed as a discrete product, royalties and rights payments shall be prorated based on the percentage of the combined work that is comprised by such version (calculated based on the number of works included in the combined work) and (ii) if the combined work is made available through a subscription or similar service, royalties and rights payments shall be prorated based on the use made of such version by the subscriber or other end-user; as reasonably estimated by Us or the Contractor, distributor, agent or licensee, as a percentage of such person's use of the entire combined work during each of the quarterly accounting periods, which in the case of digital versions will when practicable be calculated on a page-view basis; provided, however, that if payments for such use cover periods longer than a single quarterly accounting period, such payments will be divided equally across all covered accounting periods for the purpose of making this calculation, and prorated as if received and effective during an accounting period.

We agree to render statements of account to You on or about forty-five (45) days after the royalty periods ending March 31, June 30, September 30, December 31 of each year, and to pay to You any sums due as reflected on said statements. If We elect to change Our accounting periods, the statements and payments due to You shall be rendered within forty-five (45) days following the end of such new accounting periods. In rendering accounts and payments to You, We shall have the right to allow for a reasonable reserve against returns and nonpayment of invoices for copies billed by Us. If in any quarterly accounting period the total payment due is less than ten dollars (\$10.00), We may defer the rendering of such statement and payment until such time as the sum of ten dollars (\$10.00) or more shall be due. Any royalties You are entitled to will be reduced by any outstanding amounts You owe to Us and/or are subject to garnishment. Payments shall be made via electronic bank transfer once all required banking and tax information is received by Us. All royalty statements and other accounts rendered by Us shall be binding upon You and not be subject to any objection for any reason unless such objection is made in writing, stating the basis thereof, and delivered to Us within six (6) months from the date of such statement or account.

Royalties may be subject to applicable tax requirements and withholding. You will 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. In order to determine the appropriate amount of withholding, if any, You must provide Us with all necessary information and documentation requested by Us. If You fail to provide Us with the proper documentation and information, We will withhold those amounts required to be withheld in compliance with the tax code or other governing laws and regulations, and will remit these amounts to the appropriate government agency. You have no right to seek reimbursement from Us for such withholdings. For clarity, the information provided for tax purposes must match the name and address provided for the Contracting Party.

You are responsible for supplying and maintaining with Us complete and current contact and other personal information, including, but not limited to, Your name, address, telephone number, email address, bank information, and tax withholding information. We are not liable for any damages related to delays or failure to receive notices, tax documents, Royalty payments or other information resulting from Your failure to maintain accurate, current and complete information. We reserve the right to place a hold on payment of Royalties if a check is returned because the mailing address You have provided Us is no longer accurate or an electronic payment is rejected because the bank information You have provided Us is no longer valid. We will continue to hold the Royalties until You provide Us with accurate address and bank account information.

#### **4. TERMINATION & REFUNDS**

Either Party may terminate this Agreement at any time, with or without cause, with written notice to the other Party. When this Agreement is terminated, We will notify and demand that all of Our Contractors cease the production, sale and distribution of new copies of the Work. However, We cannot control the actions or omissions of Our Contractors, or when they choose to comply with Our request. Even after Contractors stop selling the Work, advertisements, listings, previews, and excerpts may be seen on the internet in perpetuity, long after termination. This does not mean that sales of new copies of the Work can be completed. We will not be liable to You for copyright infringement, or in any other way, for the failure of a retailer or Contractor to cease the production, sale and distribution of the Work, or to remove an advertisement, listing, excerpt, or preview of the Work after this Agreement is terminated, provided that We have given notice of the requested change to such Contractor. You will remain liable for payment of the balance due to Us, subject to the following Refund provisions.

If You terminate the Agreement, or if We terminate the Agreement either for Cause (as defined below) at any time, or without Cause after We have fulfilled the Publishing Services and Marketing Services, Refunds will be issued as follows:

For Publishing Packages:

- Prior to submission of Your Manuscript:
  - 0-90 calendar days after the purchase: 100% of purchase price, less \$150 or 10% of the purchase price, whichever is greater
  - More than 90 calendar days after the purchase: No Refund
- After submission of Your Manuscript but prior to final approval, if the refund is not due to failure to comply with Our Content Guidelines or the Rutledge Hill Editorial Standards:
  - After submission of Your Manuscript but before design work begins: 50% of purchase price
  - After design work begins but prior to final approval: 25% of purchase price
- After You have given final approval of the Work:
  - No Refund
- NOTE: Submission of Your Manuscript occurs when You first deliver to Us any text or images intended for publication.

For individual Services (not included as part of a Publishing Package):

- Prior the beginning of fulfillment of individual Service(s):
  - 0-90 calendar days after the purchase: 100% of purchase price, less \$150 or 10% of the purchase price, whichever is greater
  - More than 90 calendar days after the purchase: No Refund
- After We begin fulfillment of individual Service(s):
  - No Refund
- NOTE: Fulfillment of a Service occurs either when You return the author questionnaire, whether or not completed fully or correctly, or when We or a Contractor begin work on the Service, whichever occurs first.

If We terminate the Agreement without Cause at any time prior to fulfilling the Publishing Services and Marketing Services, We will Refund 100% of the purchase price. "Cause" means: (a) You behave in an abusive or uncivil manner toward Us or Our Contractors; (b) Your Manuscript or Your Work fails to comply with the Content Guidelines, Rutledge Hill Editorial Standards or applicable laws, at any time; or (c) We receive a formal or informal allegation, complaint, demand or Action (as defined in Section 7) in any form made by a third party relating to You, Your Work or Your Royalties.

If at any time, We terminate this Agreement because Your Manuscript or Your Work do not comply with our Content Guidelines or the Rutledge Hill Editorial Standards, in Our sole discretion, We will refund 100% of the purchase price, less a Content Evaluation processing fee of \$400.

If, after termination of this Agreement, You request in writing an electronic file(s) of the Work, We will send the PDF file(s) within 30 days, with Our Property removed.

## **5. REPRESENTATIONS AND WARRANTIES**

You represent and warrant the following:

- You have the full right, power and authority to enter into and fully perform this Agreement and will comply with all terms of the Agreement. You are either the sole author and sole owner of all copyrights, or You are exclusively authorized in writing to represent all co-authors owning all copyrights to Your Manuscript;
- Prior to Your delivery of Your Manuscript or any other content to Us, You will have obtained all rights that are necessary for the exercise of rights granted under this Agreement and if requested, You can and will provide confirmation that you have all rights required to exercise all rights granted under this Agreement (including, without limitation, for use and distribution of any Third Party Material provided to Us);
- Your Manuscript and the Work complies with all Content Guidelines, Rutledge Hill Editorial Standards and applicable laws and regulations; and You understand that You are solely responsible for ensuring that the Work complies with Our Content Guidelines, Rutledge Hill Editorial Standards and all applicable laws and regulations at all times;
- Your Manuscript and the Work do not and its sale and distribution will not: (i) infringe on any copyright or other intellectual property rights; (ii) violate any right of privacy, publicity or other personal or property right whatsoever; (iii) contain any libelous or defamatory matter or violate any laws or regulations of any jurisdiction; (iv) contain a recipe, formula, or instruction that may be injurious to the user; or (v) contain any information of a third party deemed private by applicable law (such as social security numbers, dates of birth, or private financial or medical information);
- All statements in Your Manuscript or the Work asserted as facts are based on Your careful investigation and research for accuracy;
- There have not been and are not now any pending or, to Your knowledge, threatened claims, litigation, or other proceedings pending against You with respect to the content or title of Your Manuscript or the Work or other claims based on any facts that would constitute a breach of any of Your representations and warranties;
- All information in Your Manuscript or that You submit or communicate to Us is accurate; and You will immediately notify Us to update and/or correct any information which becomes inaccurate.
- You will be solely responsible for accounting and paying any co-authors or co-owners of Your Manuscript or your Work or portion thereof any royalties with respect to the uses of the content and their respective shares if any, of any monies payable under this Agreement.

## **6. DISCLAIMER OF WARRANTIES**

**SALES ARE NOT GUARANTEED.** WE CANNOT CONTROL THE SUBJECTIVE PURCHASING DECISIONS OF CONSUMERS OR BOOKSELLERS. WE CANNOT AND DO NOT GUARANTEE SALES OF THE 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.

**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, BUT NOT LIMITED TO, 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.

## **7. WAIVER OF CLAIMS: INDEMNIFICATION**

To the fullest extent permitted by applicable law, You hereby release, waive, discharge and covenant not to sue Us and Our Contractors for any liability to You, Your personal representatives, assigns, heirs, or successors in interest, or for any loss, damage or expenses, or any claims, demands or Actions (as defined below) therefore, arising from or related to, directly or indirectly, Our or Our Contractors' use of the rights and licenses granted in this Agreement to fulfill the Services and other obligations under this Agreement, 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, now known or hereafter known in any jurisdiction throughout the world. For purposes of this Agreement, "Actions" include any litigation, lawsuit or administrative, governmental or other proceeding including, but not limited to, government investigations, inquiries, hearings, and other requests, or any appeal thereof.

You acknowledge that You are solely and fully responsible for the content of the Manuscript and the Work and that We will not be liable to You, or to any third party or other person or entity for the content of Your Manuscript or the Work, regardless of whether We had any knowledge or could have reasonably known of any violation of Your above representations or that the Work or Manuscript otherwise violates law.

To the fullest extent permitted by applicable law, You will fully indemnify and hold harmless Us and Our Contractors, 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 Your breach of this Agreement, including, but not limited to, 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, including Royalties, if any, and/or We may cease providing any further Services; and You will have no right to receive a Refund of any amounts paid by You to Us. We will be entitled, at our own expense, to participate in the defense and settlement of the claim or action with counsel of our choosing.

## **8. REMEDIES: LIMITATION OF LIABILITY**

We are not liable for any damages related to a Contractor's failure to remove an advertisement, listing, excerpt, or preview of the Work or to update the version of the Work subject to this Agreement during its Term, provided that We have given notice of the requested change to such Contractor. We will not be liable to You for copyright infringement, or in any other way, for the failure of a retailer or Contractor to cease the production, sale and distribution of the Work, or to remove an advertisement, listing, excerpt, or preview of the Work, after this Agreement is terminated, provided that We have given notice of the requested change to such Contractor. We will continue to pay Royalties for any sales made by Us or Our Contractors after the termination of this Agreement.

If Our ability to fulfill Services becomes impaired or impossible, We may change or discontinue provision of any individual Service or group of Services without prior notice: (a) to comply with applicable legal requirements; (b) 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; (c) due to any other adverse economic circumstance which renders the supply of any Service uneconomical for Us; (d) in the event of a cancellation, postponement, or other change with respect to a scheduled event; (e) in the event of a failure by Us, whether temporary or permanent, to maintain adequate staffing or equipment to support such Service during the applicable time period; or (f) due to a Force Majeure Event. Your remedies if You object to any change to a Service You purchased are outlined in Section 4 (Termination & Refunds).

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.

In the event that We publish the Work in any format other than the format selected and purchased by You, Your sole remedy will be the payment of Royalties on any sale of the Work in the non-selected format; and, upon written notice from You, We will delist and request that Our Contractors delist such version. The Parties intend that the payment of Royalties if a sale of the Work occurs after this Agreement is terminated or if the Work is published in a non-selected format constitutes Liquidated Damages and compensation, but not

a penalty. The Parties acknowledge and agree that any harm to You caused by the publication of the Work in a non—selected format or a sale of the Work after this Agreement is terminated would be impossible or very difficult to accurately estimate at the time of making of this Agreement and at the time of such event occurs, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise. Our payment of the Liquidated Damages is Our sole liability and entire obligation, as well as Your exclusive remedy if such a sale or publication occurs.

**LIMITATION OF LIABILITY.** IN NO EVENT WILL WE OR ANY OF OUR EMPLOYEES, REPRESENTATIVES, OFFICERS, DIRECTORS, OR OWNERS OR CONTRACTORS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, PROFIT, OR DATA, DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF INFRINGEMENT OR MISAPPROPRIATION OF COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS, BREACH OF CONTRACT, TORT (INCLUDING LIBEL AND 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 WILL OUR OR OUR CONTRACTORS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO INFRINGEMENT OR MISAPPROPRIATION OF COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS, BREACH OF CONTRACT, TORT (INCLUDING LIBEL AND NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS ACTUALLY PAID TO US BY YOU FOR THE APPLICABLE SERVICES, WITH THE EXCEPTION OF CLAIMS FOR ROYALTIES, THE AGGREGATE LIABILITY FOR WHICH SHALL NOT EXCEED THE ACTUAL AMOUNT OF ROYALTIES DUE TO YOU UNDER THIS AGREEMENT.

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

## **9. DISPUTE RESOLUTION: CLASS ACTION WAIVER**

If any provision of this Section is found to be unenforceable, that provision will be severed, while all other provisions will still apply.

**MANDATORY ARBITRATION.** Any dispute or claim that arises out of or relates in any way to this Agreement, its termination, validity or breach thereof, the Services, the advertising or Our Services, Your inducement to enter this Agreement, including but not limited to claims of or relating to deceptive or unfair trade practices, misrepresentation, or false advertising, or Your Work or Manuscript ("Claims"), will be resolved by binding individual arbitration, rather than in court ("Mandatory Arbitration"), except as otherwise provided in this Agreement. This provision includes any Claims against Us or Our Contractors, as well as any Claims that arose before You accepted this Agreement (regardless of whether any prior agreement between You and Us required arbitration). **MANDATORY 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.**

In Mandatory Arbitration, Claims will be decided by a single, neutral arbitrator from the American Arbitration Association ("AAA"), whose decision will be final, except for a limited right of review under the Federal Arbitration Act ("FAA"). The arbitrator will have the power to rule on any challenge to his or her own jurisdiction or to the validity or enforceability of any portion of this Agreement. The arbitrator will conduct the Mandatory Arbitration under the AAA's Commercial Arbitration Rules. The arbitrator's award will be final and binding, and may be entered into and enforced by any court of competent jurisdiction.

The AAA rules, as well as information about arbitration filing, procedures and fees, are available at [www.adr.org](http://www.adr.org) or by calling the AAA directly. If Your total Claims are less than \$25,000, any Arbitration hearing will be conducted by telephone unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in Monroe County, Indiana or Marion County, Indiana, unless another location is agreed upon by You and Us.

**You have the right to opt out of Mandatory Arbitration**, which would enable You to litigate disputes in a court before a judge. If You choose to opt out, within thirty (30) days after You sign this Agreement, You must deliver to Us written notice of Your intent to opt out as described in Section 11. If We do not receive Your written notice within this time period, Your right to opt out will terminate and the provisions regarding Mandatory Arbitration will apply.

**JURISDICTION AND VENUE.** If You opt-out of Mandatory Arbitration, or if, for any other reason, a Claim proceeds in court, rather than Mandatory Arbitration, each Party agrees and consents that: (1) **YOU AND WE EACH WAIVE ANY RIGHT TO A JURY TRIAL;** (2) any Action or Claim must be litigated or resolved solely and exclusively in the courts of Monroe County, Indiana, Marion County, Indiana or the Federal courts of the Southern District of Indiana, and any appellate courts therefrom; and (3) You and We each submit to the personal jurisdiction of the State of Indiana.

**CLASS ACTION WAIVER.** This Agreement does not allow class or collective arbitrations or actions, and any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated, mass or representative action. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER, INCLUDING OUR CONTRACTORS, ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, MASS, 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 class, consolidated, mass, or representative proceeding related to a Claim. You or We may bring the Action on an individual basis only, and not in a class, consolidated, mass, or representative action, to apply for injunctive remedies.

**10. TIME PERIOD FOR CLAIMS: GOVERNING LAW**

You must file an Arbitration or Action for damages relating to or arising directly or indirectly from this Agreement no later than **one hundred eighty (180) days** after any portion of Your claim has accrued. **YOU HEREBY WAIVE THE RIGHT TO FILE AN ACTION OR ARBITRATION FOR ANY LOSS, DAMAGE OR LIABILITY RELATED TO OR ARISING DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT UNDER ANY STATE OR FEDERAL STATUTE OF LIMITATIONS THAT MAY BE LONGER.**

This Agreement, and any legal suit, Arbitration, Action, or proceeding arising out of or related to this Agreement, the Services the Work, Your Manuscript, and, generally, any act or omission involving You and Us and/or Our Contractors will all be governed by and construed in accordance with the FAA, applicable federal law (including with regarding to arbitration) and the laws of the State of Indiana, 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 with respect to matters of state law or to any rule of construction that allows or directs that ambiguities be construed against the drafter of a contract.

**11. MISCELLANEOUS PROVISIONS**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior or contemporaneous understandings, agreements, discussions, or representations, whether written or oral. **All notices under this Agreement by You to Us must be supplied in writing sent by regular mail to: ATTN: Legal, 1663 Liberty Drive, Bloomington, Indiana 47403 or by e-mail to [legal@authorsolutions.com](mailto:legal@authorsolutions.com).** The Parties agree that the electronic signatures included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Nothing contained in this Agreement will 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 will have authority to contract for or bind the other Party in any manner whatsoever. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and each of their respective heirs, executors, successors and permitted assigns. 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. We may assign Our rights or delegate any of Our obligations under this Agreement to any of Our employees or Our Contractors, in Our sole discretion, or to any person or entity acquiring all or substantially all of Our business and assets. No waiver of any of the provisions of this Agreement is effective unless explicitly set forth in writing. 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 except with respect to provisions which require action within a stated period of time. 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. If any term or provision of this Agreement is found to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Neither party will be liable or 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 any reasonably unforeseeable act or circumstance beyond Your or Our reasonable control, including, but not limited to, any acts of God, war, terrorism, labor conditions, fire, flood, storms, third party acts or governmental action, or restraints or delays affecting Our Contractors' ability to enable us to timely fulfill services.

**I HAVE READ, I UNDERSTAND, AND I AGREE TO COMPLY WITH THE CONTENT GUIDELINES AND RUTLEDGE HILL EDITORIAL STANDARDS, AS WELL AS APPLICABLE LAWS AND REGULATIONS. I HAVE ALSO READ, I UNDERSTAND, AND I AGREE TO THE TERMS SET FORTH IN THIS AGREEMENT.**

Contracting Party ("You"): <i>payments will be made to this person/entity</i>	
Author Name (if different from Contracting Party):	
Street Address:	
City/ Town, State/ Province, Zip/ Postal Code:	
Phone:	
E-mail:	
Date:	
Author Acceptance*:	

\* If You are executing this Agreement electronically, please select "Approve" and click the "Submit" button to agree to the terms and conditions. If you are executing this Agreement manually and you accept the terms of conditions, please enter the "Date" and sign in the blank space next to "Author Acceptance" and return to Us by mail or fax.