

Self-Publishing Services Agreement For Color Hardcover Works

This Self-Publishing Services Agreement for color hardcover Works (the “**Agreement**”), is by and between AuthorHouse LLC, 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 previously entered into an agreement with Us (“Existing Agreement”) pursuant to which We 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”). You now desire to hire Us to provide the Services with the objective of selling your Work in print format **with a color hardcover** (the “**Color Hardcover Work**”). Your Existing Agreement will continue to govern all transactions related to all formats of your Work (print, digital, audio, or other) that do not include a color hardcover. This Agreement shall govern only those transactions related to Your Color Hardcover Work.

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

Section 1. Term; General Principles

1.1 Term. This Agreement will continue in effect from the date it is first signed by You, whether electronically or by hand (“**Effective Date**”), until terminated in accordance with Section 8 (**Termination & Refunds**) (the “**Term**”). Certain provisions will remain in effect after the termination of this Agreement, as stated in Section 14.11 (**Survival of Certain Provisions**).

1.2 Terms and Conditions; Applicability. The provisions of this Agreement also include those additional terms, conditions and policies that We implement from time to time, including, but not limited to, Our Privacy Policy, Legal Notice, Content Guidelines, submission and approval forms, and the terms of use governing the use of Our website, www.authorhouse.com (the “**Site**”) and the “Author Center.” (collectively, “**Terms and Conditions**”), which are hereby incorporated by reference and made a part hereof. This Agreement and the Terms and Conditions govern the use and fulfillment of Your initial and all subsequent Service Orders, as well as the provision of the Services, additional services that You authorize but which may not be included in a Service Order (“**Additional Services**”), Services that We provide to You without charge, if any, and those acts incidental to fulfillment of Our responsibilities under this Agreement, the Service Orders or applicable law.

1.3 Amendments; Notice. We may modify this Agreement or the Terms and Conditions in Our sole discretion at any time (“**Amendment**”). We will notify You of any Amendment by either posting on Our Site or sending You notice by regular mail or email to the addresses You provided to Us (collectively “**Notification**”). You are responsible for regularly reviewing Our Site for Notification of any Amendments. Amendments will become effective upon Notification to You and one or more of the following: (a) Your continued use of the Site; (b) Your acceptance of the Services; or (c) Your acceptance of Royalty Payments, as described in Section 7 (“**Royalties**”). If You object to any Amendment that materially affects the Services that You have purchased, You may Terminate this Agreement pursuant to Section 8.

1.4 Discontinuation or Change to Services Purchased. If Our ability to fulfill Services becomes impractical, unlawful or impossible, in Our reasonable discretion, We may change or discontinue the provision of any individual Service or bundled group of Services (“**Package**”) included in any Service Order, without prior notice. If You object to any change to a Service or a Service is discontinued, You may substitute new Service(s) (up to the price of the changed or discontinued Service), request a Refund for that Service, or terminate this Agreement pursuant to Section 8.

1.5 Existing Agreements. This Agreement shall not supersede, replace, amend, or alter any prior or contemporaneous agreements, including, without limitation, Your Existing Agreement, or Service Orders that relate to formats of Your Work that do not have a color hardcover. Your Existing Agreement will continue to govern all transactions related to all formats of your Work (print, digital, audio, or other) that do not include a color hardcover. This Agreement shall govern only those transactions related to Your Color Hardcover Work.

Section 2. The Services

2.1 Payment Precedes Fulfillment. We are not obliged to fulfill the Services set forth in each Service Order until after Your full payment for such Services has been received. We may choose to provide certain Services prior to receiving Your full payment; however, We are under no obligation to do so.

2.2 Costs for Additional Work. At Your request, We may provide Additional Services, which may include, but is not limited to, marketing or publishing services. Additional Services will result in additional charges at the applicable prices for such Additional Services in effect at the time that they are ordered, which may not be the same as the prices at the time You sign this Agreement.

2.3 Service Order Contents. Each Service Order confirmation will include the following information, if applicable: (a) a list of the individual Services and/or Package purchased pursuant to such Service Order; (b) the applicable prices and fees for the individual

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Services or Package purchased pursuant to such Service Order ("Fees"); and (c) any Terms and Conditions applicable to the Services to be provided pursuant to such Service Order.

2.4 Timing of Services. We will use commercially reasonable efforts to deliver Services in a timely manner; however, We cannot guarantee that We can provide any Service by any desired deadline, as there may be circumstances beyond Our control.

Section 3. Your General Obligations

3.1 Initial Obligations. Before We are obligated to perform any Services, You must complete the following:

- a. **Signed Agreement.** You will sign, date and return this Agreement, either electronically through Our e-signature program, or by hand-signing a hard copy of the document and mailing, emailing or faxing it to Us at 1-812-339-6554.
- b. **Order Confirmation.** If You receive a copy of Your Service Order, whether electronic or hard copy, You will confirm that the individual Services or Packages listed on the Service Order, as well as the Fees, are accurate and complete. **IF YOU FAIL TO NOTIFY US OF ANY ALLEGED INACCURACY IN THE SERVICE ORDER WITHIN TEN (10) DAYS OF RECEIPT, YOU WILL BE DEEMED TO HAVE IRREVOCABLY ACKNOWLEDGED THE ACCURACY OF THE SERVICE ORDER.**
- c. **Payment.** You must pay in full all amounts due, as set forth on the initial Service Order or any subsequent Service Order, in the manner and by the payment methods accepted by Us at the time payment is due.

3.2 Cooperation and Civility. It is Your responsibility to cooperate with Us in all matters relating to the provision of Services or Additional Services. If Our performance of any obligation is prevented or delayed by any act or omission by You or Your agent(s), We will not be liable for any costs, charges, or losses directly or indirectly sustained or incurred by You. You should communicate with Us and Our employees and representatives, representatives agents, partners, parent or related entities, licensees, successors and assigns (collectively, "Our **Affiliates**"), or the third party publishers, agencies, vendors, retailers, distribution channels, and suppliers with which We contract (collectively, "Our **Contractors**") in a civil manner at all times.

Section 4. Your Publishing Obligations

4.1 Generally. Depending upon the Services that You have purchased, You may be required to review, approve and/or modify various aspects of Your Color Hardcover Work during the publication process, including, but not limited to, the appearance or content of the cover, illustrations, the interior of the book (referred to as the "Galley"), the editorial content, and/ or the Suggested Retail Price of Your Color Hardcover Work, as defined in Section 6 (**Distribution**). **PLEASE NOTE THAT THE SUGGESTED RETAIL PRICE IS NOT NECESSARILY THE PRICE OF YOUR COLOR HARDCOVER WORK TO THE END CUSTOMER, WHICH IS SET BY THE RETAILER.**

4.2 Submission of Manuscript. Before We begin fulfillment of the Services, You must submit to Us: (a) a fully completed Title Submission Form or other forms requested by Us; (b) a copy of the text of Your manuscript; (c) graphics or other materials You wish to be incorporated into Your Color Hardcover Work; and (d) any other necessary material requested in order to permit Us to fulfill the Service Order (items (a) through (d) constitute Your "**Manuscript**", which refers to all the text and materials that You submit to Us, in their original form).

You must submit Your Manuscript in one of the acceptable formats listed on Our Site at the time of submission. You may submit Your Manuscript in one of the following ways: (a) via email to Your assigned Check-In Coordinator; (b) via the Site; or (c) by disk or flash drive sent in a single package via United States Mail or courier, to: [AuthorHouse, 1663 Liberty Drive, Bloomington, IN 47403](#). You will make and retain a copy of Your Manuscript before submitting it to Us. We are not responsible in any manner for the loss of or damage to Your Manuscript while in transit or while in Our possession. We are not obligated (a) to return to You, at any time or for any reason, Your Manuscript or any other submitted materials or production files; or (b) to preserve Your Manuscript or such submitted materials.

4.3 Content Guideline Compliance. You acknowledge and agree that You have read and understand Our Content Guidelines, which are set forth on the Site including, but not limited to, the Fair Use Guidelines and additional restrictions regarding content, interior design, and cover design. You represent and warrant that Your Color Hardcover Work complies with all Content Guidelines and applicable laws and regulations; and you understand that You are solely responsible for ensuring that Your Color Hardcover Work complies with Our Content Guidelines and all applicable laws and regulations at all times. To assist in your self-assessment of whether Your use of the ideas or words of others in Your Color Hardcover Work is permissible, You may consult the US Copyright Service's Fair Use Index. If You have questions regarding Your Manuscript or Your Color Hardcover 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 Your Color Hardcover Work ("Content Evaluation") solely and exclusively for Our internal purposes. You may not rely on the Content Evaluation, any results We may share with You or Your acceptance of any changes suggested by Us for any purpose whatsoever, including, without limitation, as confirmation that Your Manuscript or Your Color Hardcover Work (a) complies with Our Content Guidelines; (b) does not violate any applicable laws or regulations; or (c) does not infringe upon the rights of any third parties. If We, at any time, have reason to believe that Your Manuscript or Your Color Hardcover Work does not or may not comply with any portion of Our Content Guidelines, We may require that You revise the Manuscript or Color Hardcover Work in order to bring it into compliance, and We may remove Your Color Hardcover Work from distribution until such revisions are made. If You do not make the necessary revisions to comply with Our Content Guidelines, You or

We may terminate this Agreement in accordance with Section 8. Additionally, if We determine, in Our discretion, that a complaint regarding the content of Your Color Hardcover Work may not be promptly resolved, regardless of Our evaluation of the merits of the complaint, We may permanently or indefinitely discontinue the distribution of Your Color Hardcover Work.

4.4 Editing Services. Unless You have purchased editing Services pursuant to a Service Order, We will not edit Your Manuscript in preparation of the final Color Hardcover Work. If You purchase editing Services pursuant to a Service Order, You will retain final approval with respect to all suggested editing changes proposed by Us.

4.5 Approval and Signoff. We will provide You with a copy of Your completed Color Hardcover Work for Your complete and thorough review prior to publication. If, upon review, You are satisfied that each aspect of Your Color Hardcover Work is accurate, complete and otherwise complies with Your objectives, and accepted the Suggested Retail Price, You will sign the requested forms to indicate Your approval and return them to Us in a timely manner, including, but not limited to: (a) the Interior Approval Form; (b) the Cover Approval Form; and (c) the Pricing Approval Form. You are deemed to have given final approval of Your Color Hardcover Work and the Suggested Retail Price as of the date on which We have received the last of the forms above signed by You ("**Final Approval**"). After Final Approval, You waive any and all claims against Us or Our Affiliates, or Our Contractors arising from or related to any alleged errors, omissions or other content or pricing issues discovered in Your Color Hardcover Work after Final Approval. You are responsible for the Fees for any subsequent changes, corrections or other Services, including Additional Services, requested by You after Final Approval.

4.6 Copyright and Title Registration. If purchased by You as part of Your individual Services or included in Your Package, We will include a copyright notice in each copy of the Color Hardcover Work and/ or secure a unique International Standard Book Number (ISBN) for each version of the Color Hardcover Work, as requested by You. While You may use Your Manuscript at any time, You may not use the version of the Color Hardcover Work that has been created or formatted by Us, at any stage of development or the finished Color Hardcover Work, the ISBN, and/or cover with any other provider of similar Services at any time during the Term.

4.7 Rights to Manuscript and the Color Hardcover Work. In addition to Your Manuscript (as defined in Section 4.2), Your finished Color Hardcover Work also may include content that We, Our employees, Our Affiliates or Our Contractors create as part of the Services that We offer ("**Our Work Product**") and/or content that is owned by third parties ("**Third Party Property**") that either We license or You license or otherwise have permission to include in Your Color Hardcover Work. Subject to the following paragraphs, You will remain the sole and exclusive owner of all right, title, and interest in and to Your Manuscript. We will have no right or license to use Your Manuscript, except as permitted herein with respect to development of the resulting Color Hardcover Work in print, digital, video, or audio format.

4.8 Third Party Property Provided by You. If You provide Us with Third Party Property to be included in Your Color Hardcover Work, such as images or fonts, You must also provide Us with evidence that You have all necessary permissions to use that Third Party Property. If Your use of Third Party Property 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.

4.9 Transfer Upon Termination. Within ninety (90) days after the effective date of Your Termination in a manner permitted by this Agreement, You may submit a written request for, and We will deliver to You within twenty-one (21) business days of receipt of that request, the electronic file(s) of the Color Hardcover Work, with all references to the ISBN, the LCCN, Our imprint logos, Our imprint names, Our trademarks, the barcode or other copyrighted materials removed. **PLEASE BE ADVISED THAT THIRD PARTY PROPERTY MAY BE USED ONLY IN THE VERSION OF THE COLOR HARDCOVER WORK (IN ANY FORMAT) THAT WE CREATE, AND MAY NOT BE REMOVED OR USED IN ANY OTHER VERSIONS OF THE COLOR HARDCOVER WORK OR OTHER PRODUCTS OR MATERIALS, DURING THE TERM OF THIS AGREEMENT OR AFTER TERMINATION.** To the extent Your Color Hardcover Work incorporates Third Party Property that We license and You wish to use the Third Party Property in a different version of Your Color Hardcover Work, You must obtain a license from the holder of intellectual property rights in such Third Party Property.

4.10 Shipping. Any order You place, for copies of the Color Hardcover Work, including those copies of Your Color Hardcover Work included in the Packages or individual Services purchased ("**Book Order**"), will be delivered within a reasonable time after We receive full payment for the Book Order. You must pay all applicable shipping and handling fees associated with Your Book Order, as set forth on Our Site at the time the Book Order is placed

Section 5. Right of Publicity and License to Use

5.1 Right of Publicity and License to Use. For the purpose of promoting You, Your Color Hardcover Work, Us, Our Affiliates, or Our Contractors, You grant to Us, Our Affiliates and Our Contractors the worldwide rights and license to display, exhibit, reproduce, digitize, modify, license, and otherwise use the following, and all materials created by Us or on Our behalf that incorporate any of the following, in any format now or hereafter known (including print, audio, video, electronic, and digital) and in all media now or hereafter devised (including all digital, audio, video, and print media):

- a) Information about You, including, but not limited to, Your name, image, likeness, appearance, voice, professional and personal biographical information, signature and other personal characteristics and any private information that You supply to Us ("Right of Publicity"), or exclusively Your pen name if You choose;

- b) Information regarding the Color Hardcover Work, including the title of the Color Hardcover Work, Your description of the Color Hardcover Work, excerpts and images from the Color Hardcover Work (at a length and in a duration and manner to be determined, in Our discretion), and other information regarding the Color Hardcover Work (will "License to Use").

Notwithstanding the grant of the Right of Publicity or License to Use Your Color Hardcover Work, Our sole obligation with respect to the use of the Color Hardcover Work or the Right of Publicity is the fulfillment of those Services purchased by You.

5.2 Waiver of Publicity Claims To the fullest extent permitted by applicable law, You hereby release, waive, discharge and covenant not to sue Us, Our Affiliates and Our Contractors and their respective owners, members, officers, directors, employees, agents and representative (collectively, "**Releasees**") from all liability to You, Your personal representatives, assigns, heirs, and next of kin for any loss, damage or expenses, and any claims, demands or Actions therefore, arising from or related to, directly or indirectly, Our, Our Affiliates' or Our Contractors' use of the Right of Publicity, 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 "**Publicity Claims**"), 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.

5.3 Free Copies, Excerpts, and Previews. You grant Us, Our Affiliates and Our Contractors, the right to send free review copies of the Color Hardcover Work to members of media, including, but not limited to, editors, college newspapers, bloggers, professors, television, Internet, and radio commentators, and other potential book reviewers, in Our sole discretion. You are not entitled to be paid Author Royalties on free copies of Your Color Hardcover Work. You acknowledge and authorize Us, Our Affiliates, and Our Contractors to determine whether and to what extent to make excerpts or previews of Your Color Hardcover Work available for view, without Author Royalties to You, on websites or via other media, including the websites of certain retailers such as Amazon, Google, and Apple, to the extent We are under contract with them at the time. On occasion, these excerpts may include entire chapters or may even exceed twenty-five (25) pages in length. You acknowledge and agree that although We notify Our network to cease publishing Your Color Hardcover Work after Termination, some previews may remain up in perpetuity, even beyond Termination. We will not be liable to You for copyright infringement, or in any other way, for the failure of a Contractor to remove an excerpt or preview of Your Color Hardcover Work.

Section 6. Distribution

6.1 General. Upon Final Approval of Your Color Hardcover Work, We will make the Color Hardcover Work available through the distribution channels with which We contract, including, but not limited to, physical, online and electronic distribution channels, such as wholesalers, bookstores, traditional retailers, and e-retailers ("**Distribution Channels**"), in a manner consistent with the Services purchased by You. We do not warrant that any particular Distribution Channel will offer Your Color Hardcover Work for sale, as this is up to the sole discretion of the Distribution Channels. Furthermore, We do not warrant that We will use, or continue to use, any particular Distribution Channel, retailer, e-retailer, or website, as We maintain the right to modify or cancel Our agreements with Our Contractors at any time. You grant to Us the right to compile and use statistical information regarding sales of the Color Hardcover Work.

6.2 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, sublicense, distribute, and sell (individually or as part of compilations of collective works), and license for use via any subscription model or lending model, through all Distribution Channels now or hereafter known, in any language, in print digital audio, or video format, or via any other medium, now known or hereafter devised, the Color Hardcover Work.

6.3 License During Post-Termination Transition. We are required, upon Termination of this Agreement, to notify and demand that all third party retailers and Contractors (such as Amazon, Google and Apple) cease the production, sale and distribution of new copies of Your Color Hardcover Work not previously published by Us, However, We cannot control the actions or omissions of these retailers and Contractors. 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 Your Color Hardcover Work. During this transition period after Termination, for a period of ninety (90) days after the Termination of this Agreement, You grant to Us, the **non-exclusive**, worldwide license to manufacture, store, use, display, execute, copy, reproduce (in whole or in part), warehouse, host, store, transmit, offer to print, publish, market, distribute, and sell (individually or as part of compilations of collective works), and license for use via any subscription model or lending model, through existing Distribution Channels and existing formats, Your Color Hardcover Work. We will continue to pay You Author Royalties in accordance with Section 7 (**Royalties**) for any sales made by Us or Our Contractors after the Termination of this Agreement.

6.4 Storage and Hosting. You grant to Us, Our Affiliates and Our Contractors the rights to store, host, warehouse, transmit, copy, reproduce, use, and distribute tangible, electronic copies of the Manuscript and the Color Hardcover Work, in whole or in part, in any formats now or hereafter known, and using any digital or electronic hardware, software, application, and technologies, now or hereafter known, as deemed necessary or appropriate by Us in order to exercise the licenses and rights granted to Us and fulfill Our obligations under this Agreement and the Service Orders.

6.5 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 Color Hardcover Work.

6.6 Suggested Retail Price. We will determine the price at which to sell the various formats of Your Color Hardcover Work in the Distribution Channels ("**Suggested Retail Price**"). Our pricing determination may be influenced by a variety of factors in Our discretion, including, but not limited to, the length of Your Color Hardcover Work, dimensions and binding options selected, color selection, and print and related costs. If You have purchased the "Set Your Own Price" option, if available, You will be responsible for either accepting Our Suggested Retail Price or setting a different Suggested Retail Price for each format of the Color Hardcover Work, as long as the final Suggested Retail Price is within the limitations that We have set. After the Suggested Retail Price is set, We reserve the exclusive right to modify the Suggested Retail Price of the Color Hardcover Work, should production costs change or market conditions warrant. You must approve any change to the Suggested Retail Price change prior to it taking effect. If You do not approve the Suggested Retail Price change or We cannot contact You to obtain Your approval, the affected formats of the Color Hardcover Work may be removed from distribution until Your approval can be obtained. **PLEASE NOTE THAT THE SUGGESTED RETAIL PRICE IS NOT NECESSARILY THE PRICE OF YOUR COLOR HARDCOVER WORK TO THE END CUSTOMER, WHICH IS SET BY THE RETAILER.**

6.7 Contractor Failure to Update Color Hardcover Work. For a Color Hardcover Work in distribution, You agree that We are not liable for any Contractor's failure to update the Color Hardcover Work after We, or Our agent, has given notice to such Contractor that the Color Hardcover Work has been updated and should be replaced with a more current version of the Color Hardcover Work. If You discover such a failure, You will notify Us, specifying the Contractor or retailer and the alleged failure to update Your Color Hardcover Work. Our sole responsibility, upon receipt of such notice, will be to notify the Contractor within thirty (30) days of Our receipt of such notice, as applicable.

Section 7. Royalties

7.1 Author Royalties. Royalties will be paid to You based on the initial sales of Your Color Hardcover Work ("**Qualifying Sales**") during each calendar quarter ("Author Royalties"). Sales of used copies of Your Color Hardcover Work, sales of Your Color Hardcover Work to Yourself, and copies of Your Color Hardcover Work supplied to any person or entity free of charge are not Qualifying Sales and do not generate Author Royalties. Author Royalties will be calculated as follows:

- (a) For each Qualifying Sale of Your Color Hardcover Work in a print format through one of Our Distribution Channels, You will receive ten percent (10%) of the Suggested Retail Price; and
- (b) For each Qualifying Sale of Your Work in print format directly through the online bookstores We operate on Our website ("Our Bookstores"), You will receive twenty-five percent (25%) of the Suggested Retail Price.

7.2 Timing of Payment of Author Royalties. Qualifying Sales and Author Royalties will be calculated on a calendar quarter basis. Payment of Author Royalties ("**Royalty Payments**"), if any, will be issued as follows: (a) First quarter (for Qualifying Sales in January through March)- Royalty Payment issued by May 31st; (b) Second quarter (for Qualifying Sales in April through June)- Royalty Payment issued by August 31st; (c) Third quarter (for Qualifying Sales in July through September)- Royalty Payment issued by November 30th; and (d) Fourth quarter (for Qualifying Sales in October through December)- Royalty Payment issued by February 28th of the subsequent year. The timing of actual receipt of the Royalty Payment by You may occur after the dates set forth above, due to a variety of factors including, but not limited to, transit time in the mail. Furthermore, We are not responsible for Our banks' inability or failure to process Electronic Funds Transfers ("EFT") or wire transfers, if available, in a timely manner, which may delay the issuance and/or Your receipt of the Royalty Payment.

If the Author Royalties earned in any calendar quarter exceed seventy-five dollars (\$75), the Royalty Payment will be issued according to the schedule above. With the exception of Royalty Payments made by EFT, if the Author Royalties earned in any calendar quarter are equal to or less than seventy-five dollars (\$75), that quarter's Author Royalties will be carried forward and added to the subsequent quarterly Royalty Payment (the "**Cumulative Author Royalties**"). Until the Cumulative Author Royalties exceed seventy-five dollars (\$75), each quarter's Author Royalties will be carried forward and added to the Cumulative Author Royalties. Whether or not they exceed seventy-five dollars (\$75), the Royalty Payment for the Cumulative Author Royalties for each calendar year will be issued to You by February 28th of the following year. The Royalty Payment to which You are entitled will be reduced by any outstanding amounts You owe to Us and/or are subject to garnishment. We reserve the right to place a hold on the Royalty Payment if (1) if You receive Royalty Payments by check and Your Royalty Payment is returned because the mailing address You have provided Us is no longer accurate; or (2) if You receive Royalty Payments electronically and Your Royalty Payment is rejected because the bank information You have provided Us is no longer valid. We will continue to hold Your Author Royalties until You provide Us with accurate address and bank account information. After the You have updated Your information, We will issue a Royalty Payment of Your Cumulative Author Royalties in the next quarter according to the schedule above

7.3 Tax Withholding and Taxpayer Identification Number. Author Royalties may be subject to applicable tax requirements. In order to determine the appropriate amount of withholding, if any, You will provide Us with all necessary information and documentation requested by Us to comply with tax requirements, including Your Taxpayer Identification Number ("**TIN**"), as applicable. If You fail to provide Us with the proper documentation and information, We will withhold from Your Royalty Payments those amounts required to be withheld in compliance with the tax code or other governing laws and regulations, and will remit these amount to the appropriate government agency. You have no right to seek reimbursement from Us for such withholdings.

7.4 Royalties Post-Termination. Following Termination, subject to the exclusions provided for in this Agreement, We will continue to pay to You the Author Royalties earned on Qualifying Sales, whether made before or after Termination, in the manner and amount set forth in this Agreement.

Section 8. Termination & Refunds

8.1 Termination. Either Party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice to the other Party. Upon termination of this Agreement, You will remain liable for payment of the balance due for any outstanding Service Order(s), Additional Services or other fees, subject to the Refund provisions below. We may terminate this Agreement immediately and without prior notice for the following reasons: (a) Our determination that affiliation with You or the Color Hardcover Work has or might subject Us, Our Affiliates or Our Contractors to public disapproval; (b) upon receipt of a formal or informal allegation, complaint, demand, or Action in any form made by a third party relating to You or Your Color Hardcover Work; or (c) upon receipt of notice from government or other person or entity that Your Author Royalties from Qualifying Sales of the Color Hardcover Work are subject to inquiry, investigation, Action, or garnishment.

8.2 Refunds. Subject to the exception in Section 8.3 below, upon Termination of the Agreement, We will refund amounts paid by You for Publishing Packages or individual Services ("**Refund**") as follows:

(a) Publishing Packages. The potential Refund for a Publishing Package is exclusive to the amount paid for such Publishing Package as set forth in the Service Order(s), and will be calculated as follows:

i) Prior to submission of the Manuscript:	100%, less a non-refundable \$150 (USD) Setup Fee
ii) After (i) above but prior to the start of interior design work:	50%
iii) After (ii) but prior to Final Approval	25%
iv) After Final Approval	No Refund

(b) Services not Included in Publishing Packages. We will Refund to You the full amount paid for individual Services not included in a Publishing Package, or Additional Services, that We have not fulfilled or started to fulfill, or that We are unable to fulfill as of the effective date of the Termination. If We have fulfilled or started to fulfill a Service or Additional Service, no Refund for that Service or Additional Service will be due to You.

(c) You will not be entitled to a Refund under 8.2(a) or 8.2(b) if You terminate this Agreement more than six (6) months after the date You purchase the Publishing Package or Service for which a Refund is requested.

8.3 Termination for Non-Compliance with Content Guidelines. You or We have the right to terminate this Agreement pursuant to Section 4.3 if Your Color Hardcover Work does not or may not comply with Our Content Guidelines. If, after Manuscript submission but prior to the start of interior design work (if earlier than six (6) months from the date You purchase the Publishing Package), this Agreement is terminated due to actual or alleged non-compliance with the Content Guidelines, We will Refund to You the amounts paid for the Publishing Package and/or individual Services, less a fee of one hundred and fifty dollars (\$150) ("Content Breach Fee"), which will be in addition to the Setup Fee. If Your Color Hardcover Work does not or may not comply with Content Guidelines at any time after the start of interior design work, Your Refund, if any, will be calculated in accordance with Section 8.2.

8.4 Our Duties upon Termination. Within five (5) days after Termination of this Agreement, We will cease Our promotion, sale and distribution of Your Color Hardcover Work. Furthermore, We will supply notices within thirty (30) days through Our normal channels established to notify Our Affiliates, Contractors, Distribution Channels and other parties to discontinue selling, printing, and distributing Your Color Hardcover Work. You acknowledge that We are not responsible for the failure or delay of any of Our Contractors, or any other third party, to remove a Color Hardcover Work from print, sale, publication, distribution, or promotion once We have submitted notification through normal channels. You release Us and Our Affiliates, and waive any claims against Us or Our Affiliates, arising from printers', retailers' or distributors' failure to timely remove Your Color Hardcover Work, as published by Us, from print, sale, publication, or distribution of Your Color Hardcover Work. **Your Sole Remedy against Us or Our Affiliates arising from the print, sale, publication, distribution, promotion, marketing, or other use of the Color Hardcover Work after Termination of this Agreement is the payment of Author Royalties earned on Qualifying Sales of such Color Hardcover Work, as set forth in Section 7.4 (Royalties Post-Termination).**

8.5 Our Rights upon Termination. After Termination, Our licenses to the Color Hardcover Work and Your Publicity Rights, will survive as set forth in as set forth in Section 5.1 (**Right of Publicity and License to Use**) and 6.3 (**Transition Post Termination**). You will retain rights to the Manuscript, but not the final Color Hardcover Work, except to the extent of any license granted to You pursuant to Section 4.9. You are not restrained by this Agreement from publishing Your original Manuscript at Your own discretion and risk.

8.6 Timing of Refund; Non-Refundable Fees. We will make reasonable efforts to process any Refund due within thirty-five (35) days after the date of the Termination, absent any extenuating circumstance or disagreement regarding the applicability or amount of the Refund. We may issue the Refund to You by the same payment mechanism that You paid Us with, or, if that payment mechanism (such as the original credit card) is no longer available, any other mechanism We choose, in Our discretion. We will not be required to Refund any non-refundable fees, such as the Setup Fee or the Content Breach Fee, regardless of the circumstance causing the Termination of the applicable Service Order or this Agreement.

Section 9. Representations and Warranties

9.1 Intellectual Property Rights. You represent and warrant the following: (a) You are either the sole author or sole owner of all copyrights to the Manuscript (which includes all content therein); and (b) You are either the owner of or You have secured written permission to use the copyrights and/or trademarks in any associated cover, interior graphics, images, or fonts in the Manuscript or otherwise supplied by You. If You have secured permission from a third party to use copyrighted or trademarked Third Party Property, You must provide Us with evidence of such permission, as well as any required third party credits, upon submission of the Manuscript.

9.2 Co-Authored Work. You represent and warrant that the Manuscript is not co-authored. You are and will be solely responsible for calculating and paying any contributors to the Color Hardcover Work any share of Author Royalties due to them pursuant to any separate arrangement You may have with them.

9.3 Your Responsibility for Content & Accuracy. You represent and warrant that the Manuscript and the Color Hardcover Work, in whole or in part, do not: (a) infringe on any copyright or other intellectual property rights; (b) violate any right of privacy, publicity or other personal or property right whatsoever; (c) contain any libelous matter or matter otherwise contrary to law; (d) contain a recipe, formula, or instruction that may be injurious to the user; or (e) contain any information deemed private by applicable law, including, but not limited to, the social security number, date of birth, or private financial information of any person or entity. You further represent and warrant that all statements asserted as facts are based on Your careful investigation and research for accuracy; and that, as of the Effective Date, there have not been previously, and are not now any 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 Color Hardcover Work. You represent and warrant that all information in the Manuscript or that You otherwise submit or communicate to Us is accurate. You will immediately notify Us and update and/or correct any information which becomes or is discovered to be inaccurate. You acknowledge that You are solely and fully responsible for the content of the Manuscript and the Color Hardcover Work and that We will not be liable to You, or to any third party or other person or entity for the content of the Manuscript or the Color Hardcover Work, regardless of whether We had any knowledge or could have reasonably known of any violation of Your above representations or that the Color Hardcover Work or Manuscript otherwise violates law.

9.4 Right and Competence to Contract. You represent and warrant that the following: (a) You are at least eighteen (18) years of age as of the Effective Date of this Agreement; (b) You are otherwise competent to enter into this Agreement; (c) You have the full right, power, and authority to perform Your obligations under this Agreement; (d) You have the full right, power, and authority to grant the rights and licenses granted to Us hereunder; (e) You have not assigned, pledged, or otherwise encumbered the Manuscript and/or the Color Hardcover Work; (f) You have obtained all rights, clearances, and permissions necessary to grant such rights to Us without any further payment obligation by Us; and (g) You will maintain such licenses and consents throughout the Term, and thereafter, as necessary to comply with the obligations imposed upon You by this Agreement.

Section 10. Disclaimer of Warranties

10.1 SALES ARE NOT GUARANTEED. WE MAINTAIN NO CONTROL OVER THE SUBJECTIVE PURCHASING DECISIONS OF CONSUMERS OR BOOKSELLERS, AND, CONSEQUENTLY, WE CANNOT AND DO NOT GUARANTEE SALES OF YOUR COLOR HARDCOVER 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.

10.2 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, 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.

Section 11. Indemnification

11.1 General Indemnification. You will fully indemnify and hold harmless, Us, Our Affiliates 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 a breach of contract, 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 Author Royalties, if any, and/or We may cease providing any further Services; and You will have no right to receive a Refund of any monies paid by You to Us.

11.2 Defense of Copyright Infringement by Your Color Hardcover Work. If a claim is presented or an Action is filed against Us alleging that the Color Hardcover Work infringes upon a copyright or other intellectual property right, or the Color Hardcover Work otherwise violates or adversely affects the rights of third Parties, You authorize Us, at Our election, to defend, negotiate, compromise,

or settle such claim or Action, subject to Your approval and at Your expense. You will not settle any claims or Actions in a manner that adversely affects Our rights without prior written consent hand-signed by an authorized representative of Us.

Section 12. Remedies

12.1 Publication in non-selected format. In the event that We publish the Color Hardcover Work in any format other than the format selected and purchased by You, and a Qualifying Sale occurs through Us, Our Affiliates, or Our Contractors, Your sole remedy will be payment of Author Royalties calculated in accordance with Section 7 (**Royalties**) on any such Qualifying Sales of the Color Hardcover Work in the unapproved format.

12.2 Liquidated Damages Assent. The Parties intend that the payment of Author Royalties set forth in Section 7.4 (**Royalties Post-Termination**), to the extent of otherwise Qualifying Sales occurring post-termination, and Section 12.1 (**Publication in Non-Selected Format**) constitute Liquidated Damages and compensation, but 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 Agreement 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, as well as Your exclusive remedy for Our breach.

12.3 LIMITATION OF LIABILITY. IN NO EVENT WILL WE OR ANY OF OUR EMPLOYEES, REPRESENTATIVES, OFFICERS, DIRECTORS, OR OWNERS OR OUR AFFILIATES OR 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 COPYRIGHT INFRINGEMENT, 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, OUR AFFILIATES', OR OUR CONTRACTORS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO COPYRIGHT INFRINGEMENT, BREACH OF CONTRACT, TORT (INCLUDING LIBEL AND NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS ACTUALLY PAID TO US BY YOU PURSUANT TO THE APPLICABLE SERVICE ORDERS.

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

Section 13. Dispute Resolution; Governing Law

13.1 Statute of Limitation. You must file for Arbitration 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 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.**

13.2 Governing Law. This Agreement, and any legal suit, arbitration, Action, or proceeding arising out of or related to this Agreement, the Terms and Conditions, any Service Order, the Services provided or to be provided hereunder, the Color Hardcover Work, the Manuscript, and, generally, any act or omission involving You and Us, Our Affiliates, and/or Our Contractors will all be governed by and construed in accordance with 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 or to any rule of construction that allows or directs that ambiguities be construed against the drafter of a contract.

13.3 MANDATORY ARBITRATION / CLASS ACTION WAIVER. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE ADVERTISING OF 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, ITS TERMINATION, OR THE VALIDITY OR BREACH THEREOF, WILL BE SETTLED BY ARBITRATION IN MONROE COUNTY, INDIANA, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER AAA'S COMMERCIAL ARBITRATION RULES, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IN MONROE COUNTY, INDIANA IF YOUR CLAIMS QUALIFY. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED INTO ANY COURT HAVING JURISDICTION THEREOF. THE TRIBUNAL WILL 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.** 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 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.

We will not object to Your choice to participate in arbitration by telephone or upon written submission, if You prefer not to participate in person. If 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 may elect to reimburse You for all or some of the following: (a) that portion of Your initial filing fee for Arbitration that is greater than the filing fee for a civil action in Monroe County Indiana Circuit Court; Your reasonable expenses to travel to the Arbitration if arbitration by telephone or written submission is not available; or (c) the cost of the arbitrator.

You have the right to opt out of this Mandatory Arbitration provision, which 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, addressed 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 will apply. If You exercise the opt-out option, each Party consents that it will commence any Action of any kind whatsoever arising from or related to this Agreement, the Terms and Conditions, the Service Order, the Services, the Color Hardcover Work, or the Manuscript against the other Party or Our Affiliates, only in the Small Claims, 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. **IF FOR ANY REASON A CLAIM PROCEEDS IN COURT, RATHER THAN IN ARBITRATION, YOU AND WE EACH WAIVE ANY RIGHT TO A JURY TRIAL. YOU OR WE MAY BRING SUIT IN COURT ON AN INDIVIDUAL BASIS ONLY, AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION, TO APPLY FOR INJUNCTIVE REMEDIES.**

13.4 Attorney's Fees. We agree that We will not be entitled to Our attorney's fees or expenses incurred to defend a claim, unless: (a) You do not opt out as permitted in 13.3, and You initiate a claim against Us or any of Our Affiliates in any court other than Small Claims Court in Monroe County, Indiana, or in an arbitration venue other than as agreed in this Agreement, and We choose to remove the claim to the proper venue; or (b) Your claim is found to be frivolous by an arbitrator or judge,

Section 14. Miscellaneous

14.1 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 contact You by telephone and e-mail, to any 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. Telephone calls may be monitored and/or recorded by Us and Our Affiliates for quality assurance or other business purposes without further disclosure to You.

14.2 Entire Agreement. This Agreement, together with all Service Orders, Terms and Conditions and any other written documents referenced in 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. Except as set out in Section 1 (**Term; General Principles**), no written, oral or electronic communications between You and Our employees, Our Affiliates or Our Contractors will create any binding obligation upon Us.

14.3 Notices. All notices under this Agreement by You to Us, including, but not limited to, 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: ATTN: Client Service, 1663 Liberty Drive, Bloomington, Indiana 47403, with an additional copy for notices asserting breach only, e-mailed to: legal@authorsolutions.com.

14.4 Personal Information. You are responsible for supplying to Us and maintaining with Us complete and current personal information, including, but not limited to, Your name, address, telephone number, email address, and tax information. We are not responsible for any delays or failure to receive notices, tax documents, Royalty Payments or other information from Us, or any other harm, resulting from Your failure to maintain accurate current and complete personal information with Us.

14.5 Electronic Signatures. The Parties agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. "Electronic signature" means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.

14.6 Taxes. 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 on any amounts payable by You hereunder, provided that in no event will You pay or be responsible for any taxes imposed on, or relating to, Our income, revenues, gross receipts, Our employees, Our Affiliates, or Our Contractors or Our real or personal property or other assets.

14.7 Relationship of the Parties. The relationship between the Parties is that of independent contractors. 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.

14.8 Binding Effect; Assignment. 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. 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 Our Contractors, in Our sole discretion, or to any person or entity acquiring all or substantially all of Our business and assets.

14.9 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.

14.10 Severability. 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. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto will 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.

14.11 Survival of Certain Provisions. Section 4.7 (**Rights to Manuscript and the Color Hardcover Work**), Section 5.1 (**Right of Publicity; License to Use**), Section 6.3 (**License During Post-Termination Transition**), Section 6.4 (**Storage and Hosting**), Section 6.7 (**Contractor Failure to Update Color Hardcover Work**), Section 7 (**Royalties**), Section 8 (**Termination & Refunds**), Section 9.1 (**Intellectual Property Rights**), Section 9.2 (**Co-Authored Work**), Section 9.3 (**Your Responsibility for Content & Accuracy**), Section 9.4 (**Right and Competence to Contract**), Section 11 (**Indemnification**), Section 12 (**Remedies**), Section 13 (**Dispute Resolution; Governing Law**), Section 14.3 (**Notices**), Section 14.6 (**Taxes**), Section 14.8 (**Binding Effect; Assignment**), Section 14.10 (**Severability**), Section 14.11 (**Survival of Certain Provisions**), and Section 14.12 (**Force Majeure**), of this Agreement will survive the Termination of the Agreement.

14.12 Force Majeure. We will 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 any reasonably unforeseeable act or circumstance beyond 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. ("**Force Majeure Event**").

I HAVE READ, I UNDERSTAND, AND I AGREE TO COMPLY WITH THE CONTENT GUIDELINES SET FORTH ON THE AUTHORHOUSE WEBSITE, AS WELL AS APPLICABLE LAWS AND REGULATIONS.

I HAVE ALSO 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:	