



## **iUniverse Premier Pro Program Publishing Agreement**

### **1. Parties**

This is a Publishing Agreement between the person (“AUTHOR”) listed at the end of this Agreement and iUniverse, Inc., a Delaware corporation, with its principal offices at 1663 Liberty Drive, Bloomington, Indiana 47403 (“PUBLISHER”) for the WORK listed at the end of this Agreement (“WORK”).

### **2. License to Publish and Distribute**

#### ***(a) In Print Format***

AUTHOR hereby grants to PUBLISHER the non-exclusive, worldwide license to print, publish, distribute and sell the WORK in print form in the English language.

#### ***(b) In eBook and Audio Book Format***

AUTHOR hereby grants to PUBLISHER the non-exclusive, worldwide license to use, reproduce, modify, distribute, transmit and store the WORK, in whole or in part, and any compilations and collective works that include all or part of the WORK, in the eBook and/or audio book format.

#### ***(c) Distribution***

In order to provide the services in accordance with the terms of this Agreement, AUTHOR grants PUBLISHER a non-exclusive, worldwide license to copy, store, print, use, modify, publish, distribute, transmit and sell the WORK, in whole or in part, and any compilations and collective WORKS that include all or part of the WORK, in eBook, audio book, or print format through any distribution channels, including online or electronic distribution channels (e.g. e-retailers, websites, Amazon Kindle, Kindle for iPhone, and the like), as deemed appropriate by PUBLISHER.

AUTHOR also grants to PUBLISHER the right to use, display, promote market, distribute, exhibit, and make excerpts from the WORK or from information regarding AUTHOR or the WORK, in electronic, audio, or print format. Electronic excerpts shall be viewable on PUBLISHER’s website, or partner websites that have entered into agreements with PUBLISHER, in order to facilitate promotion, marketing, distribution, and sales of the WORK. This grant includes PUBLISHER’s vendors and affiliates. AUTHOR agrees to promptly provide any information requested by PUBLISHER.

### **3. Storage and Hosting**

AUTHOR grants to PUBLISHER the right to store, use, transmit and distribute electronic and/or audio copies of the WORK as required to facilitate the printing and distribution process. This grant includes PUBLISHER’s vendors and affiliates.

### **4. Other Rights**

All rights not expressly granted to PUBLISHER are reserved to AUTHOR.

### **5. Term**

PUBLISHER’s rights pursuant to Paragraph 2 of this Agreement shall extend for three (3) years after the date PUBLISHER first releases the electronic files of WORK to the printer for publication by PUBLISHER. This Agreement will automatically renew for consecutive one (1) year terms if neither party gives at least thirty (30) days advance written notice, prior to the end of the then-current term, that such party desires to terminate.

## **6. Author's Right of Termination**

AUTHOR shall be entitled to terminate this Agreement effective thirty (30) days after PUBLISHER's receipt of a written termination notice. Upon the effective date of such termination, AUTHOR shall have the right to purchase the text and cover digital production files of the WORK in PDF format in accordance with the provisions of Paragraph 9 of Schedule A.

## **7. Royalties**

AUTHOR will be paid royalties as set forth in Schedule A.

## **8. Royalty Payment**

PUBLISHER will make four royalty payments per year, if earned, to AUTHOR within sixty (60) days of the end of each calendar quarter and shall post related royalty statements on PUBLISHER's website. If the royalty payment due in a single calendar quarter is less than twenty-five U.S. Dollars (\$25) the balance will be applied to the next calendar quarter until the royalty payment due equals or exceeds twenty-five U.S. Dollars (\$25), at which time PUBLISHER shall make the appropriate royalty payment to AUTHOR.

## **9. Submission Guidelines and Payments**

AUTHOR shall follow all the submissions procedures and payment requirements attached in Schedule A.

## **10. Submission Acceptance**

PUBLISHER reserves the right, in its sole discretion, by giving written notice to AUTHOR, not to accept a submission upon receipt. In such event, PUBLISHER will refund the AUTHOR's submission payment, but PUBLISHER shall have no obligation to return the submission package or the WORK.

## **11. Publication**

PUBLISHER intends to publish the WORK within ninety (90) days after receipt of all required materials relating to the WORK, but in no case later than one hundred eighty (180) days after the receipt of all the required materials relating to the WORK. If PUBLISHER does not make the WORK available within such time, except for delays caused by external circumstances beyond its control, AUTHOR may give written notice to PUBLISHER to make the WORK available within thirty (30) days. If PUBLISHER does not do so, this Agreement shall terminate and all rights herein granted shall revert to AUTHOR.

## **12. Publication Format**

PUBLISHER shall publish the WORK in paperback, hardcover, audio book, and/or e-book editions. If AUTHOR elects the hardcover option in accordance with the payment provisions in Schedule A - 3. PUBLISHER shall also publish a hardcover edition of the WORK. PUBLISHER shall follow AUTHOR's suggestions for the interior design of the WORK where practicable provided AUTHOR complies with PUBLISHER's interior design guidelines, and shall follow AUTHOR's suggestions for the custom-designed cover of the WORK provided AUTHOR complies with PUBLISHER's cover design guidelines.

In all other respects PUBLISHER shall determine the details of publication, including the appearance (including on-line presentation), price, production and manufacturing of the WORK. PUBLISHER will retain final discretion over style and formatting of the WORK and its cover. PUBLISHER also reserves the right to introduce additional versions of the WORK. PUBLISHER has exclusive right to determine whether or not to utilize digital rights management (DRM) technology. AUTHOR acknowledges that AUTHOR may not utilize the formatted WORK, International Standard Book Number (ISBN), and cover with any other publisher. As WORK can be available in multiple formats, PUBLISHER reserves the right to terminate and recommence individual ISBN's of WORK.

### **13. Author Proof**

PUBLISHER will provide AUTHOR with the proofing option as defined on PUBLISHER's website. AUTHOR shall have fourteen (14) days to proof the WORK. AUTHOR shall use reasonable efforts to adhere to proofing procedures posted by PUBLISHER on its website and it is understood by AUTHOR that PUBLISHER may terminate this Agreement in the event AUTHOR does not provide the required proofing feedback. If PUBLISHER terminates publication due to a lack of required feedback from AUTHOR, PUBLISHER shall not be required to refund any submission payments, or return the submission package or WORK.

### **14. Copyright and Title Registration**

PUBLISHER agrees to include a copyright notice in accordance with AUTHOR's instructions in each copy of the WORK and to secure a unique ISBN for each print, audio book, and eBook version of the WORK.

### **15. Author Copies and Discounts**

AUTHOR shall be eligible to receive free copies and purchase discounts as provided in Schedule A.

### **16. Title and Author Information**

PUBLISHER may post pertinent information regarding AUTHOR or the WORK on PUBLISHER's website, as well as PUBLISHER's vendors and affiliates' websites in order to provide the services in accordance with the terms of this Agreement. The information may include elements of the title submission package, such as the author biographical sketch and description of the WORK. PUBLISHER may also post additional information that may help promote AUTHOR or WORK. If PUBLISHER requests such information, AUTHOR agrees to promptly provide the information.

### **17. Publisher Bankruptcy**

If PUBLISHER commences bankruptcy proceedings, all rights to the WORK shall immediately revert to AUTHOR.

### **18. Termination by Publisher**

Upon giving thirty (30) days advance written notice, PUBLISHER may terminate publication of the WORK without cause, at which point the rights to the WORK immediately revert to AUTHOR. PUBLISHER also reserves the right to terminate this Agreement and to discontinue publication of THE WORK at any time, effective upon forwarding written notice to AUTHOR, if, in PUBLISHER's judgment, the WORK may subject to PUBLISHER to the risk of litigation or other adverse commercial consequences. If such notice is given prior to publication of the WORK by PUBLISHER, in such event PUBLISHER will refund all amounts paid by AUTHOR to PUBLISHER, and neither party will have any further obligations to the other except that AUTHOR's representations, warranties and indemnities set forth in Paragraphs 19 and 20 shall survive the termination of this Agreement. PUBLISHER shall pay any accrued royalty income due to AUTHOR within sixty (60) days of the end of the calendar quarter during which PUBLISHER stops selling the WORK.

### **19. Author Warranties**

AUTHOR represents and warrants the following to PUBLISHER: (i) AUTHOR is the sole author of the WORK and the sole owner of the copyright in the WORK; AUTHOR either is the sole owner of the copyright in any associated cover or interior graphics supplied by AUTHOR for the WORK or has secured written permission (which AUTHOR will furnish to PUBLISHER together with any required third party credits) to use the same in the WORK; and AUTHOR has full power, authority and right to enter into this Agreement and to grant the rights herein granted; (ii) this Agreement does not conflict with any arrangements, understandings, or agreements between AUTHOR and any other person or entity; (iii)

the WORK is not in the public domain and is entirely original except for portions thereof for which legally effective written licenses or permissions have been secured; (iv) the WORK and all rights therein are free of liens, claims, interests or rights in others of any kind; (v) the WORK as submitted, and its publication by PUBLISHER, do not and will not violate or infringe upon any personal or proprietary rights, including, without limitation, copyrights, trademark rights, trade secret rights, contract rights, privacy rights, or publicity rights of any other persons; (vi) the WORK is not defamatory or obscene, or in any other way illegal; and any recipes, formulae, instructions, or recommendations contained in the WORK are not and will not be injurious to any reader, user, or any third person; and (vii) all information in the submission package is accurate.

## **20. Indemnification**

AUTHOR agrees to indemnify and hold harmless PUBLISHER, its AFFILIATES and any seller of the WORK from and against any losses, lost profits, damages, liabilities, judgments, awards, decrees, settlements, or expenses (including without limitation, reasonable attorney's fees and court costs) arising from, connected with, or by reason of any breach or alleged breach of any of the representations and warranties set forth in Paragraph 20 above, but AUTHOR shall not be liable for any matter inserted in the WORK by PUBLISHER or its licensees. All representations, warranties and indemnities made by AUTHOR herein shall survive termination of this Agreement. "AFFILIATES" means owners, shareholders, officers, directors, employees, parents, subsidiaries, affiliated companies, licensees, distributors, advertisers, Internet service providers, attorneys, and accountants and any other person or entity to whom PUBLISHER extends its representations and warranties to in connection with the production, dissemination, transmission, promotion, publication, or distribution of the WORK or the exercise of any rights therein or derived there from. In defending any such claim, action or proceeding, PUBLISHER shall have the right to defend with attorneys of its own selection and to settle the same and AUTHOR shall fully cooperate in the defense thereof.

## **21. Notices**

All notices must be given in writing and sent by fax or overnight courier, (e.g., FedEx, UPS, Airborne Express, or DHL) to AUTHOR's address and fax number specified below and to PUBLISHER's addresses and fax number displayed at PUBLISHER's website on the date of the notice. Faxed notices will be deemed given on the date of transmission, provided that for faxed notices the party giving the notice must maintain evidence showing the successful transmission. Notices sent by overnight courier shall be deemed given two days after the date of delivery to the courier. Notwithstanding the foregoing, e-mail notices may be used for matters involving proofing and publication of the WORK.

## **22. Additional Instruments**

AUTHOR agrees to complete and execute the title submission form and author biographical sketch and all additional instruments reasonably requested by PUBLISHER to confirm and effectuate this Agreement.

## **23. Copyright Infringement**

If during the term of this Agreement the copyright in the WORK is infringed, AUTHOR hereby authorizes PUBLISHER, at PUBLISHER's sole expense, to commence an action for copyright infringement in AUTHOR's name. Any recoveries from such litigation shall be applied first to reimburse PUBLISHER for its expenses incurred in such litigation and thereafter any remaining balance shall be divided equally between PUBLISHER and AUTHOR. PUBLISHER shall have no liability to AUTHOR if PUBLISHER elects, in its sole discretion, not to commence such an action. If PUBLISHER does not bring such an action, AUTHOR may do so at AUTHOR's sole expense. Any recoveries from such litigation shall be applied first to reimburse AUTHOR for AUTHOR's expenses incurred in such litigation and thereafter any remaining balance shall be divided equally between AUTHOR and PUBLISHER.

## **24. Amendments**

PUBLISHER may amend this Agreement, including but not limited to amendments to royalty payment structure and timing, at any time with 30 days electronic or written notice to AUTHOR. Such notice may be made to AUTHOR via electronic mail, facsimile, or postal mail. AUTHOR will be deemed to have accepted and agreed to these amendments unless AUTHOR submits a written request to terminate this agreement via written notice to PUBLISHER at the address in Section 1 within 30 days of the notice of amendments, which shall be AUTHOR's sole and exclusive remedy in the event of AUTHOR's disagreement to the amendments.

## 25. Purchase of Additional Services

In the event AUTHOR purchases additional services from PUBLISHER or its AFFILIATES than those described in this Agreement, the Terms and Conditions available on the iUniverse website at [www.iuniverse.com/Packages/PremierPro.aspx](http://www.iuniverse.com/Packages/PremierPro.aspx) will take precedence for all services. Further information regarding additional services are also available on the iUniverse website at [www.iuniverse.com](http://www.iuniverse.com). That information, in conjunction with the Terms and Conditions on the website, shall be binding for use and fulfillment of each service that AUTHOR may select.

## 26. General Provisions

This Agreement shall be governed by the internal laws of the State of Indiana as a contract fully executed, without regard to conflict of laws rules, and shall be binding upon the heirs, executors, administrators and assigns of AUTHOR and upon the successor and assigns of PUBLISHER. Any assignment by AUTHOR without PUBLISHER's prior written consent, such consent not to be unreasonably withheld, shall be null and void. PUBLISHER may assign this Agreement. If any term or provision of this Agreement is illegal or unenforceable, then, nonetheless, this Agreement shall remain in full force and effect and such term or provision shall be deemed deleted or curtailed only to such extent as is necessary to make it legal or enforceable. This Agreement together with the portions of PUBLISHER's website referred to above and in Schedule A represent the complete understanding between the parties as to its subject matter and supersede all prior understandings, if any, as to its subject matter. No modification, amendment, or waiver shall be valid or binding unless made in writing and signed by all parties hereto.

By completing the following and submitting the required materials, AUTHOR agrees to all the terms and conditions in this Agreement.

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

SSN: \_\_\_\_\_

Title of Work: \_\_\_\_\_

U.S. Copyright No. (If any) \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

## Schedule A

### 1. Royalties

#### *(a) Print Royalties*

On all sales by PUBLISHER of printed copies of the WORK, PUBLISHER will pay AUTHOR a royalty as follows:

AUTHOR will select an Author Selected Royalty Percentage (“ASRP”) of either 10% or 20% during the submissions process for both paperback and hardcover versions of the book if applicable.

On retail, wholesale or consumer sales, excluding sales to AUTHOR and sales ordered, purchased and shipped through Barnes & Noble, Barnes & Noble.com or B. Dalton stores, PUBLISHER will pay AUTHOR a royalty equal to the ASRP of the payments PUBLISHER actually receives from sales of printed copies of the WORK, less any taxes, shipping charges and returns unless AUTHOR has purchased the Booksellers Return Program (see Schedule B).

On sales ordered, purchased and shipped through Barnes & Noble, Barnes & Noble.com or B. Dalton stores, PUBLISHER will pay AUTHOR a royalty equal to the ASRP plus five percent (5%) of the payments PUBLISHER actually receives from sales of printed paperback or hardcover copies of the WORK, less any taxes, shipping charges and returns. Royalties will not be paid on copies provided free of charge or sold to AUTHOR.

#### *(b) eBook and Audio Book Royalties*

On all sales by PUBLISHER of eBook and audio book formats of the WORK, PUBLISHER will pay AUTHOR a royalty equal to fifty percent (50%) of the payments PUBLISHER actually receives from the sales of eBook and audio book copies of the WORK, less any distribution and technology fees, taxes and returns.

Royalties will not be paid on copies provided free of charge or sold to AUTHOR.

### 2. Submissions

Online Submissions are submitted at PUBLISHER’s website in an automated manner. AUTHOR must upload:

- All information requested during the online submission process,
- A copy of the WORK in an electronic format listed as acceptable on the PUBLISHER’s website, and
- All graphics (if AUTHOR chooses to provide) in an electronic format listed as acceptable on the PUBLISHER’s website.

Submissions by Mail are sent via U.S. mail or by express courier. AUTHOR must submit in one package:

- A signed hardcopy of the iUniverse Book Launch Premier Pro Program Publishing Agreement,
- A fully completed current iUniverse title submission form,
- A copy of the WORK in an electronic format listed as acceptable on the PUBLISHER’s website, and
- All graphics (if AUTHOR chooses to provide) in an electronic format listed as acceptable on the PUBLISHER’s website.

The package must be sent to iUniverse, Publishing Services, 1663 Liberty Drive, Suite 300, Bloomington, Indiana 47403. PUBLISHER is not responsible in any manner for materials never received or lost in transit.

### **3. Payments**

Payment for online submissions and related fees must be made with a major credit card (accepted cards as listed on PUBLISHER's website) and shall be made to "iUniverse, Inc." Payment for mail submissions and related fees must be made with a check or a major credit card (accepted cards as listed on PUBLISHER's website) and shall be made to "iUniverse, Inc." The fees for publishing and related services shall be based on the current information displayed on the submissions area of the PUBLISHER's website. PUBLISHER may change the fee structure, at any time, at its sole discretion. In the event that a fee is established based on input from AUTHOR, the fee can be reviewed by PUBLISHER. If PUBLISHER believes the fee structure should be higher than the pricing estimated based on AUTHOR input, PUBLISHER will contact AUTHOR to request additional payment before starting the publication process.

### **4. Free Copies**

AUTHOR shall be entitled to fifteen (15) free copies of PUBLISHER's paperback edition of the WORK upon PUBLISHER's initial release of such edition for publication. AUTHOR shall be entitled additionally to one (1) free copy of any hardcover edition of the WORK upon PUBLISHER's initial release of such edition for publication. AUTHOR shall be entitled additionally to twenty (20) free copies of any Book Stubs edition of the WORK upon PUBLISHER's initial release of such edition for publication.

### **5. Pricing**

All eBooks will have a default price of three dollars and ninety-nine cents (\$3.99). However, if the paperback format of the Work has a price less than the default price, the Work will be sold at the lower price.

PUBLISHER reserves the exclusive right to modify the price of the paperback, hardcover, audio book, and eBook format of WORK, at the discretion of PUBLISHER, should costs change or market conditions warrant. Should this happen, the royalty percentages will remain the same. AUTHOR may suggest a higher price; however PUBLISHER will retain final discretion over the price of the WORK.

### **6. Refunds**

If AUTHOR terminates this agreement for any reason other than a breach of contract by PUBLISHER, all third party licenses and obligations shall remain in effect, and AUTHOR agrees to pay PUBLISHER any amounts due on services purchased. PUBLISHER will refund amounts paid by AUTHOR as follows:

- Prior to submission of manuscript 100% less a \$150 setup fee
- After submission, but prior to interior design 50%
- After interior design, but prior to final sign-off 25%
- After six months from contract date 0%

### **7. Author Discounts**

#### ***(a) Print Copies***

AUTHOR shall have the right to purchase copies of WORK at a discount off the list price. Discounts will be available to AUTHOR for single order quantities and shall be based on the current information displayed on the book sales area of the PUBLISHER's website at the time each order is placed. All AUTHOR payments must be made in advance. PUBLISHER will not pay royalties on any sales of the WORK to Author.

#### ***(b) eBook Copies***

AUTHOR shall have the right to purchase eBook copies of the WORK at a discount off the list price of each eBook version of the WORK. All AUTHOR payments must be made in advance.

## **8. Title Maintenance**

After PUBLISHER has made the WORK available for the first twelve (12) month period, PUBLISHER has the right to charge an annual title maintenance fee for each version of the WORK, excluding e-book format, for each additional twelve (12) month period that the WORK remains available through PUBLISHER. The fee will be based on the current information displayed, at the time of the charge, on the My Universe area of the PUBLISHER's website, but at no time will the fee exceed twenty-five U.S. Dollars (\$25) per version per year.

PUBLISHER may opt to deduct the title maintenance fee from any future royalty payments due to AUTHOR.

## **9. Production Files**

AUTHOR shall have the right to purchase the text and cover digital production files of the WORK in PDF format upon the effective date of termination of this Agreement.

The fees for AUTHOR's purchase of such files shall be based upon the following fee schedule:

- (a) If AUTHOR terminates this Agreement pursuant to Paragraph 6 of this Agreement effective eighteen (18) months or more after PUBLISHER's initial release of the WORK for publication, the fees payable by AUTHOR shall be one hundred fifty dollars (\$150) for the interior production files and one hundred fifty dollars (\$150) for the cover files.
- (b) If AUTHOR terminates this Agreement pursuant to Paragraph 6 of this Agreement effective less than eighteen (18) months after PUBLISHER's initial release of the WORK for publication, the fees payable by AUTHOR shall be seven hundred fifty dollars (\$750) for the interior production files and seven hundred fifty dollars (\$750) for the cover files.

Upon such purchase by AUTHOR, PUBLISHER shall remove all references to PUBLISHER in such digital files prior to delivering them to AUTHOR.

## **10. Editorial Evaluation**

Manuscripts submitted as specified in Schedule A, Paragraph 2 of this Agreement, will be reviewed by a publishing professional and evaluated for quality and market potential based on the guidelines posted on the PUBLISHER'S Web site. Recommendations may be made in an Editorial Rx Referral for additional Editorial Services. AUTHOR may accept or reject any editorial suggestions, but once PUBLISHER commences the Editorial Evaluation, no refund shall apply. PUBLISHER'S Editorial Board will consider manuscripts that receive a positive evaluation for the iUniverse Editor's Choice program. Titles that receive the Editor's Choice designation are eligible for additional promotional and marketing opportunities as noted on the PUBLISHER'S Website.

## **11. Editorial Services**

AUTHOR may elect to purchase the services of an editorial specialist as recommended in the Editorial Rx Referral in the Editorial Evaluation and as specifically defined on PUBLISHER'S Web site. AUTHOR shall receive revised manuscript according to procedures outlined in the submission process as specified in Schedule A, Paragraph 2. AUTHOR has the right to accept or reject any editorial suggestions and changes but once PUBLISHER commences any editorial services, no refund shall apply. Should AUTHOR elect to revise the manuscript or use an alternate service provider and want to be considered for Editor's Choice, PUBLISHER will require that manuscript receive a second Editorial Evaluation at a reduced fee as posted on PUBLISHER'S Website.

## **12. Back Cover Copy Polish**

As specified in Schedule A, Paragraph 2 of this Agreement, AUTHOR shall submit a draft of the required marketing information as requested during the online submission process or, in the case of manual submissions, as requested on the iUniverse title submission form. Required marketing information to be included in submission will include Author Biography, Book Marketing Statement, and Back Cover Marketing Copy. After submission, this marketing information will be revised and/or polished by a marketing professional. AUTHOR shall receive revised copy, and shall have five (5) days to accept or revise the new copy. Author may reject or edit the revised marketing information, but once PUBLISHER commences work on the polish, no refund shall apply. If AUTHOR fails to revise or reject copy, PUBLISHER reserves the right to use the marketing information as revised by PUBLISHER in the final published WORK.

## **13. Rising Star**

Pursuant to Schedule A, Paragraphs 9 and 10 above, if the WORK receives Editor's Choice designation, AUTHOR will have the opportunity to complete a marketing survey which will be used by PUBLISHER'S Review Board to determine the market potential for the WORK. In addition, AUTHOR'S own cover concept for the WORK will be reviewed and evaluated at no charge by PUBLISHER'S art director, who may make suggestions (the "cover design suggestions") to enable the cover of the WORK to meet the prevailing standards of retail bookstores. AUTHOR may accept or reject the cover design suggestions, provided that: (a) If AUTHOR accepts the cover design suggestions, PUBLISHER'S art director will ensure that the cover design suggestions are incorporated into the final cover of the WORK; and (b) If AUTHOR does not accept the cover design suggestions, AUTHOR'S original cover concept shall be used. If, after the WORK receives an Editor's Choice designation, AUTHOR completes the marketing evaluation survey, accepts the "cover design suggestions", and approves PUBLISHER'S final cover design, PUBLISHER'S Review Board will consider the WORK for the Rising Star designation.