

iUniverse Premier Program Publishing Agreement v.2.1.20

1. Parties

This is a Publishing Agreement between the author (“AUTHOR”) listed at the end of this Agreement and iUniverse, Inc., a Delaware corporation, with its principal offices at 1663 Liberty Drive, Suite 300, Bloomington, Indiana 47403 (“PUBLISHER”) for the WORK listed at the end of this Agreement (“WORK”).

2. License to Publish

(a) In Print Format

AUTHOR hereby grants to the PUBLISHER the non-exclusive, worldwide license to print, publish, distribute and sell the WORK in print form in the English language. The AUTHOR also grants to the PUBLISHER the right to make excerpts from the WORK viewable on the PUBLISHER’S Web site, or partner Web sites that have entered into agreements with PUBLISHER, in order to facilitate sales of the WORK.

(b) In eBook Format

AUTHOR hereby grants to the 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 format. AUTHOR also grants to PUBLISHER the right to store, use, transmit, distribute, and make excerpts from the WORK viewable on the PUBLISHER’S Web site, or partner Web sites that have entered into agreements with the PUBLISHER, in order to facilitate sales of the eBook versions of the WORK. This grant includes the PUBLISHER’S vendors and affiliates.

3. Storage and Hosting

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

4. Other Rights

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

5. Term

PUBLISHER’S rights pursuant to Paragraph 2 of this Agreement shall extend for three (3) years after the date the PUBLISHER first releases the electronic files of WORK to the printer for publication by PUBLISHER. This Agreement will automatically renew for consecutive one (1)

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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 7 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 the AUTHOR within sixty (60) days of the end of each calendar quarter and shall post related royalty statements on PUBLISHER'S Web site. 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 the PUBLISHER shall make the appropriate royalty payment to the 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, the PUBLISHER will refund the AUTHOR'S submission payment, but the PUBLISHER shall have no obligation to return the submission package or the WORK. Once a submission is accepted for publication and the editorial evaluation process initiated, the refund policies and options in Schedule A shall apply.

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 the PUBLISHER does not make the WORK available within such time, except for delays caused by external circumstances beyond its control, the AUTHOR may give written notice to the PUBLISHER to make the WORK available within thirty (30) days. If the PUBLISHER does not do so, this Agreement shall terminate and all rights herein granted shall revert to the AUTHOR.

12. Publication Format

PUBLISHER shall publish the WORK in paperback and 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

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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, price, production and manufacturing of the WORK.

13. Author Proof

PUBLISHER will provide the AUTHOR with the proofing option as defined on the PUBLISHERS Web site. The AUTHOR shall have fourteen (14) days to proof the WORK. The AUTHOR shall use reasonable efforts to adhere to proofing procedures posted by the PUBLISHER on its Web site and it is understood by the AUTHOR that the PUBLISHER may terminate this Agreement in the event the AUTHOR does not provide the required proofing feedback. If the PUBLISHER terminates publication due to a lack of required feedback from the AUTHOR, the 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 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

The PUBLISHER may post pertinent information regarding AUTHOR or the WORK on PUBLISHER'S Web site. The information may include elements of the title submission package, such as the author biographical sketch and description of the WORK. The PUBLISHER may also post additional information that may help promote the AUTHOR or WORK. If the PUBLISHER requests such information, the AUTHOR agrees to promptly provide the information.

17. Publisher Bankruptcy

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

18. Termination by Publisher

Upon giving thirty (30) days advance written notice, the PUBLISHER may terminate publication of the WORK without cause, at which point the rights to the WORK immediately revert to the 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

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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. The PUBLISHER shall pay any accrued royalty income due the 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 the PUBLISHER: (i) the AUTHOR is the sole author of THE WORK and the sole owner of the copyright in THE WORK; the AUTHOR either is the sole owner of the copyright in any associated cover or interior graphics supplied by the AUTHOR for the WORK or has secured written permission (which the AUTHOR will furnish to the PUBLISHER together with any required third party credits) to use the same in the WORK; and the 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 the 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 the 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 the 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 19 above, but the AUTHOR shall not be liable for any matter inserted in the WORK by the PUBLISHER or its licensees. All representations, warranties and indemnities made by the 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 therefrom. In defending any such claim, action or proceeding, the PUBLISHER shall have the right to defend with attorneys of its own selection and to settle the same and the 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 Web site 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 PUBLISHER's 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. 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 the AUTHOR and upon the successor and assigns of PUBLISHER. Any assignment by AUTHOR without the

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 Web site 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, the AUTHOR agrees to all the terms and conditions in this Agreement.

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By:

(Signature of Author-required only if submitted by mail)

(Date Signed)

(Printed Name of Author)

(Address of Author)

(Phone Number of Author)

(Fax Number of Author)

(E-mail Address of Author)

(Title of Work)

(U.S. Copyright No. – if any)

(Author Social Security No.)

Schedule A

1. Royalties

(a) Print Royalties

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

The 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 the AUTHOR a royalty equal to the ASRP of the payments the 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.

On sales ordered, purchased and shipped through Barnes & Noble, Barnes & Noble.com or B. Dalton stores, PUBLISHER will pay the AUTHOR a royalty equal to the ASRP plus five percent (5%) of the payments the 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 the AUTHOR.

(b) eBook Royalties

On all sales by PUBLISHER of eBook formats of the WORK, the PUBLISHER will pay the AUTHOR a royalty equal to fifty percent (50%) of the payments the PUBLISHER actually receives from the sales of eBook 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 the AUTHOR.

2. Submissions

Online Submissions are submitted at the PUBLISHER'S Web site in an automated manner. The AUTHOR must upload:

1.
All the required information requested during the online submission process.
2. Copy of the WORK in an electronic format listed as acceptable on the PUBLISHER'S Web site.
3.
All graphics (if AUTHOR chooses to provide) in an electronic format listed as acceptable on the PUBLISHER'S Web site.

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

1.
A signed hardcopy of the Premier Program Publishing Agreement
2.
A fully completed current iUniverse title submission form.
3.
A copy of the WORK in an electronic format listed as acceptable on the PUBLISHER'S Web site.
4.
All graphics (if AUTHOR chooses to provide) in an electronic format listed as acceptable on the PUBLISHER'S Web site.

The package must be sent to iUniverse, Publishing Services, 1663 Liberty Drive, Suite 300, Bloomington, Indiana 47403. The 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 Web site) 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 Web site) 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 Web site. The 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 the AUTHOR, the fee can be reviewed by the PUBLISHER. If the PUBLISHER believes the fee structure should be higher than the pricing estimated based on AUTHOR input, the PUBLISHER will contact the AUTHOR to request additional payment before starting the publication process.

4. Free Copies

AUTHOR shall be entitled to ten (10) free copies of PUBLISHER'S paperback edition of the WORK upon PUBLISHER'S initial release of such edition for publication. If PUBLISHER publishes a hardcover edition of the WORK, 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.

5. Author Discounts

(a) Print Copies

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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 Web site at the time each order is placed. All AUTHOR payments must be made in advance. The 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.

6. 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 Web site, but at no time will the fee exceed twenty-five U.S. Dollars (\$25) per version per year.

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

7. 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.

8. 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

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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 Web site.

9. 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 Web site.

Rev Date: June 27, 2008