

## Agreement for the Production, Printing, Distribution, and Retail/Wholesale Sale of Manuscript

### I. LICENSE

1. AUTHOR RETAINS 100% OF THE RIGHTS AND COPYRIGHT LICENSES to the submitted manuscript and all other material submitted to Outskirts Press, Inc.
2. Author RETAINS ALL RIGHTS to distribute and sell the manuscript in other print and digital formats.
3. Author grants Outskirts Press a NON-EXCLUSIVE, worldwide license to distribute and sell the manuscript in print format and an EXCLUSIVE, worldwide license to distribute and sell the manuscript in eBook/audiobook format; author grants Outskirts Press the non-exclusive right to exhibit manuscript in part on websites or promotional materials owned by Outskirts Press; author grants Outskirts Press the non-exclusive right to store and transmit digital versions of manuscript to facilitate production, distribution, and sale of manuscript.
4. Outskirts Press will produce a book version of the manuscript, referred henceforth as "Title." Author grants Outskirts Press the non-exclusive right to exhibit, print, and distribute any and all related materials submitted in conjunction with Title, which includes, but is not limited to, cover art, interior and exterior images and concepts, author's photograph, summaries, quotes, testimonials, and author's biography, and furthermore grants Outskirts Press the right to exhibit Outskirts Press logos or verbiage on any applicable submitted materials.

### II. ROYALTIES & PRICING

5. AUTHOR RECEIVES 100% OF THE ROYALTIES PROFIT for each wholesale print copy sold for which Outskirts Press receives payment. Royalties Profit is defined as the difference between the Base Price and the Wholesale Price.
6. AUTHOR MAY SET THEIR OWN SUGGESTED RETAIL PRICE (SRP) to any reasonable price ending in .95 cents, provided that price exceeds the minimum Retail Price set by Outskirts Press.
7. AUTHOR MAY SET THEIR OWN ROYALTY by adjusting their Retail Price. Since the author receives 100% of the Royalties Profit, the Author's Royalty increases as the Retail Price increases. Likewise, the Author's Royalty decreases as the Retail Price decreases.
8. AUTHOR MAY BUY BOOK COPIES AT THE LISTED BASE PRICE from the Author's Center, in the minimum quantity established by Outskirts Press as set out on the Outskirts Press website, plus applicable shipping and handling charges. The per-copy Base Price will remain unchanged for a minimum of three years after which the Base Price may be changed every three years to reflect changes in the consumer price index.
9. While Outskirts Press recommends a Trade Discount of no lower than 40%, and optimally 55%, AUTHOR MAY SET THEIR OWN TRADE DISCOUNT for each format. The Trade Discount is the percentage difference between the SRP of the Title and the Wholesale Price. The Trade Discount set by the author must be at least 30% in order to secure Digital Distribution for each print format and cannot exceed 55%. Digital Distribution is offered by Ingram through distribution "feeds" Ingram has acquired and as such, Ingram, not Outskirts Press, is solely responsible for offering wholesale availability of Title. The degree to which Digital Distribution is effective depends, in part, on the Trade Discount set by the author, and author understands that any Trade Discount less than 55% may result in less-than-optimal stocking and/or availability with online retailers such as Amazon and Barnes & Noble, etc. Author further understands that while Outskirts Press submits every 30%+ book to Ingram, and Ingram submits every 30%+ book through its Digital Distribution "feed", wholesalers, distributors, and retailers (both off-line and on-line) are under no obligation to stock, order, re-order, carry, or list every book that is published.
10. Outskirts Press sets the Base Price. The Base Price depends upon the format of Title, and the total number of interior pages in the final digital file to be printed. Since the total number of pages of the digital file cannot be known until the final digital file is printed, any Base Prices or Page Counts displayed on the website or communicated via email by the Author or Author Representative are estimates until the book is printed.
11. Wholesale Book Sales are displayed in the Author's Center on a monthly basis within 60 days following the end of the month in which the Book Sale occurred and constitute all newly printed books sold initially through LSI/Ingram, including its feeds to Amazon, Barnes & Noble, and others, where applicable. Books provided to or sold to the Author or utilized by Outskirts Press for its marketing purposes do not count toward Wholesale Book Sales.
12. Royalties are paid to Author within 90 days following the end of the calendar quarter in which Wholesale Book Sales (as defined above) occurred, once the total accrued Royalty meets or exceeds \$25 for an author residing in the United

States, or \$100 for an author residing outside of the United States. Royalties are paid by check mailed to the Author's address as supplied by the author in the Author's Center. Checks not cashed by the Author within 90 days of issue will be cancelled by the bank and subject to a \$35 administrative fee if the Author requests a replacement check. The author is responsible for maintaining a current address in the Author's Center. Any royalty check which is returned as undeliverable due to an outdated address in the Author's Center will be re-issued to the author within 90 days of the author's request (administrative fees, defined herein, apply). Any royalties unclaimed after two years revert to Outskirts Press. Outskirts Press will withhold payment of royalties when there are overdue amounts in the shopping cart, such as the Annual Distribution Subscription Fee or fees for services or products already delivered. An author who is a US citizen subject to US income tax must provide a valid taxpayer identification number and a complete and signed form W-9 upon request, which Outskirts Press will, in turn, provide to the United States Internal Revenue Service. Any irregularity or inaccuracies the U.S. Internal Revenue Service identifies in regard to the provided taxpayer identification number or the information provided on form W-9 will result in the non-payment of accrued royalties; so it is the author's sole responsibility to provide correct and accurate tax identification information. For foreign authors, Outskirts Press will withhold US income tax from the royalty payments made to foreign authors at the default percent applicable to foreign persons, which is currently set at 30%, unless there is a tax treaty which provides for a different withholding percent and the author both satisfies all the requirements of that tax treaty and purchases the Custom Foreign Tax Option annually, in which case the tax treaty withholding rate will be applied.

### III. OUTSKIRTS PRESS SERVICES

13. Outskirts Press will make all reasonable efforts to produce, print and distribute Title (as set forth for each Publishing Package and in accordance with the Author's Selected Trade Discount) within 90 days of both Author's approval to proceed with Production and Outskirts Press' receipt of all acceptable materials required from Author in conjunction with Title. Outskirts Press is not responsible for delays caused by the author due to non-responsiveness or inability to appropriately deliver acceptable materials, nor do the days of author inactivity apply toward the timeframe set forth above. The publishing process is suspended whenever author's online Shopping cart (account) includes past due amounts for this or any other Title. The publishing process will be terminated without refund in the event the author's inaction or non-responsiveness prevents the publishing process from completing within 2 years from the date of final publishing package payment. The publishing agreement will be terminated, the online Shopping cart (account) will be closed, and the deposit and partial payments will be forfeited in the event Author does not purchase a publishing package within 24 months of the last payment the Author made.
14. Outskirts Press reserves the right to reject any manuscript and/or any related material at any time prior to publication for any reason. A rejection of the manuscript or other material prior to publication for which the author is unable to provide an acceptable substitute warrants a full refund of all monies paid to Outskirts Press, provided the manuscript or other material does not violate the terms and conditions set forth in Section IV below.
15. Unless otherwise supplied by and notified in writing by the Author, Outskirts Press will design the interior pages, front cover, back cover, and spine according to professional standards, specifications, and industry best practices. Unless otherwise supplied by and notified in writing by the Author, Outskirts Press will assign a unique ISBN for each print format of Title. Outskirts Press will prepare the digital files necessary to print and distribute the Author's manuscript in book form as set forth herein.
16. Due to the volume of books printed, it is not feasible to review each individual printed page of each book produced, and due to the one-at-a time printing process inherent in POD printing, it is not feasible to guarantee that each individual book will look identical to the next. However, all reasonable efforts are made to ensure the following: All pages are included in the book according to the author approved proof; cover is applied within 1/16" variance; binding is applied and squared to the book page block without excessive visible adhesive; book is cut square according to the Author's selected trim size within 1/16" variance; cover and interior match the author approved proofs; print registration is within +/- 1/16" variance. Any book falling outside the scope of these industry standard specifications may be returned to the printing establishment for, and only for, a free replacement copy.

### VI. AUTHOR WARRANTIES & RESPONSIBILITIES

17. Author must possess the technical means and knowledge to submit their manuscript to Outskirts Press and provide the necessary book information (title, synopsis, pricing, etc), as required for production, distribution, and sale.
18. Author understands that materials submitted through the mail will incur additional fees and hard copy materials and digital media will not be retained for longer than 6 months. If author wishes to have submitted hard copy/digital media materials returned, a self-addressed stamped envelope must be included **at the time of the submission**. Outskirts Press is not responsible for loss or damage to any materials submitted via the mail and highly recommends that the only copies of original material not be submitted via the mail.
19. Each January following publication, Author agrees to pay an Annual Distribution Subscription Fee in the amount of \$25 for each print format of Title so Title can continue to receive digital distribution and availability through all the

sales channels included with the Publishing Package. To avoid termination of Title, the Annual Distribution Subscription Fee must be paid within 30 days following its placement in the Author's online shopping cart. If said Annual Distribution Subscription Fee is not paid within 30 days, Outskirts Press can elect to apply earned royalties toward the payment of such fee(s) or toward other overdue amounts in the Author's account. If Author elects to have any eBook format distributed through Outskirts Press, Author agrees to pay an Annual eBook Distribution Subscription Fee in the amount of \$3/month for each Title (billed annually during the month prior to the eBook's publication date and annually thereafter) so Title can continue to receive digital distribution and availability through all the purchased eBook distribution channels. To avoid termination of Author's eBook, the Annual eBook Distribution Subscription Fee must be paid within 30 days following its placement in the Author's online shopping cart. If said Annual eBook Distribution Subscription Fee is not paid within 30 days, the eBook's distribution will be terminated upon the publication anniversary date.

20. Author represents and warrants that Author is the sole owner of the manuscript and all material submitted in conjunction with Title, including all submitted cover art work, interior images, and photograph(s) of Author(s). Author represents and warrants that Author has full power and authority to enter into this agreement and to provide to Outskirts Press for reproduction and distribution all material submitted. Author represents and warrants that the submission of the manuscript and all other material, does not conflict with or violate any arrangement, understanding, or agreement between the Author and any other persons or entities. Furthermore, author represents and warrants that the manuscript and all material submitted in conjunction with Title is entirely original, free of liens, claims, or interests of any kind; is not slanderous, pornographic, obscene, libelous, or defamatory; and does not violate or infringe upon any personal or proprietary rights, including without limitation copyrights, trademarks, privacy rights, or publicity rights of other persons or entities.
21. Author represents and warrants that s/he is 18 years of age or older. If Author is under the age of 18 years of age, then Author represents and warrants that Author's parent or legal guardian is executing this Agreement and assuming all liability for the warranties and responsibilities set forth herein.

#### **V. TERM & TERMINATION**

22. This agreement shall remain in effect until terminated by either party as set forth in this Agreement.
23. Author may terminate this Agreement at any time with 30 days prior written notice to Outskirts Press. Upon termination by Author before Author approves production on Title, or before Outskirts Press receipt of the production approval email by the Publishing Consultant for One-Click Titles, all submitted fees are refundable minus a \$149 administrative fee and any other applicable fees for which work has already commenced. Upon termination by Author either after Author approves production on Title or after receipt of the production approval email by the Publishing Consultant for One-Click Titles, all submitted fees become non-refundable. Any accrued author Royalties will be paid as set forth in Paragraph 12.
24. Outskirts Press may terminate this Agreement at any time and immediately cease print availability of Title upon any legitimate claim that Title violates the copyright or other legal rights of any person or entity, or upon the discovery by Outskirts Press that Author has violated any of the Warranties or Representations in Section IV above. In such case, all submitted fees become non-refundable and all accrued author Royalties will be paid as set forth in Paragraph 12.
25. Outskirts Press may terminate this Agreement and immediately cease any print availability of Title upon failure of Author to pay any amounts due after 60 days notification by Outskirts Press, or upon failure of Author to respond within 30 days to Outskirts Press' request for contact from Author. Notification and response requests are made via email, so it is the author's responsibility to maintain a valid email in their Author Center at all times. In such cases, all submitted fees become non-refundable and accrued author Royalties exceeding any amount due by author will be paid as set forth in Paragraph 12.
26. Outskirts Press reserves the right to terminate this Agreement during production or after publication if irreconcilable differences between the Author and Outskirts Press prevent Outskirts Press from professionally providing its services, in which case the author will receive a refund of their publishing package fee in the following amount: 100% before publication; 50% within the first year of publication; 25% within the second year of publication.
27. Upon termination, all rights granted within this agreement revert back to the author and within 30 days Outskirts Press will cease all print availability of Title and will cancel/remove the digital files of Title from LSI/Ingram, thus preventing any further printing of Title. However, Outskirts Press is not responsible for the failure of any third-party distribution, retail, or marketing sources to remove Title from listing, display, or sale.

#### **VI. INDEMNIFICATION AND LIMITATION OF LIABILITY**

28. Author shall defend, indemnify and hold harmless Outskirts Press, Inc., its parent companies, subsidiaries, and affiliates, and their respective officers, directors, employees, and agents from and against any and all third-party claims, actions, proceedings, damages, and expenses (including reasonable attorneys' fees and applicable costs of in-house counsel), in connection with a breach or alleged breach of the representations and warranties made in this

Agreement. This includes any and all claims of copyright or ownership infringement by publication of Title and all claims for damages caused by the negligence of Author.

29. Author acknowledges that due to the nature of the Internet, digital content may be sold in geographic territories for which neither Author nor Outskirts Press has territorial rights. Author waives any claim for damages against Outskirts Press for sales in territories for which it does not have the right to sell or distribute the digital content.
30. Any delay or failure of Outskirts Press to perform its obligations under this Agreement shall be excused if and to the extent that such delay or failure is caused by an event beyond the reasonable control of Outskirts Press, including without limitation, any act of God, act of terrorism, actions by any government authority, fires, floods, natural disasters, riots, wars, labor problems, failure of or interruptions in telecommunications or data transmission systems, or the inability to obtain materials, labor, equipment or transportation.
31. All services and products provided by Outskirts Press under this agreement are provided on an "as-is" basis. Outskirts Press does not warrant that the service or product provided will be uninterrupted or error free. Outskirts Press disclaims any and all representations and warranties, expressed or implied, including, without limitation, the implied warranties of merchantability, salability, or noninfringement of copyright. Outskirts Press's total liability to Author or any third-party for any and all damages shall not exceed in the aggregate the amount of fees actually paid by Author to Outskirts Press during the one-month period prior to Outskirts Press' act giving rise to the liability. To the maximum extent permitted by applicable law, in no event shall Outskirts Press, its parent companies, subsidiaries, or affiliates, or any of their respective officers, directors, employees, or agents be liable for punitive, consequential, incidental, exemplary, indirect, or special damages, including without limitation damages for loss of profits, revenues, business data, or other intangibles, whether or not such damages were foreseeable and even if Outskirts Press had been advised of the possibility or likelihood of such damages.
32. All warranties and indemnifications made by Author herein shall survive termination of this Agreement and any license granted hereunder.
33. Outskirts Press reserves the right to revise and update the terms of this Agreement at any time and at its sole discretion. All changes are effective immediately upon posting the revised Agreement to the Outskirts Press website. Thirty days advanced notice will be given to all authors affected by a change. All changes apply to all use of the Outskirts press website and to all services provided by Outskirts Press thereafter. The most current version of this Agreement will supersede all previous versions and will be available for Author's review on the Outskirts Press website at all times. Author's continuing to offer title for sale through Outskirts Press and/or Author's continued use of the Outskirts Press website in any manner following posting of the revised Agreement constitutes Author's agreement and acceptance of the most current version of this Agreement unless Author terminates this Agreement pursuant to the terms of Paragraph 23.
34. This Agreement shall be governed exclusively by and construed according to the laws of the State of Colorado, without giving effect to conflicts of law principles. Any legal action related to the terms of or obligations arising under this Agreement shall be brought in the District Court of Douglas County, State of Colorado

By indicating your acceptance of this Agreement, you, as the Author, agree to be bound by its terms and conditions.

### **Agreement for Production, Distribution, and Retail/Wholesale Sale of eBook and Audiobook Formats**

THIS AGREEMENT provides for the Production, Distribution, and Retail/Wholesale Sale by Outskirts Press of your book, hereinafter referred to as "Title", in eBook and Audiobook formats to the Resellers listed in Addendum A. This Agreement is subject to change in accordance with Paragraph 35 below. A link to the most up-to-date version of this Agreement is in the footer of the Outskirts Press website at [www.outskirtspress.com](http://www.outskirtspress.com).

#### **I. PRODUCTION, DISTRIBUTION & LICENSE**

1. Outskirts Press will produce a digital and/or audio version of Title from materials submitted by Author. AUTHOR RETAINS 100% OF THE COPYRIGHT LICENSE to the submitted materials.
2. Author grants Outskirts Press an exclusive worldwide license to distribute and sell Title in digital and/or audiobook format. Author grants Outskirts Press the right to exhibit Title in part on websites or promotional materials owned by Outskirts Press. Author grants Outskirts Press the right to store and transmit digital versions of Title to facilitate production, distribution and sale.
3. Author grants Outskirts Press the right to exhibit and distribute any and all related materials submitted in conjunction with Title, which includes, but is not limited to, cover art, interior and exterior images and concepts, author's photograph, summaries, quotes, testimonials, and author's biography. Furthermore, author grants Outskirts Press the right to exhibit Outskirts Press logos or verbiage on any applicable submitted materials.

4. AUTHOR RETAINS ALL RIGHTS to distribute Title in digital and audio formats to Resellers not listed in Addendum A. Author cannot independently distribute Title through any listed Reseller.

## **II. PRICING, ROYALTIES & DISTRIBUTION FEE**

5. AUTHOR MAY SET THEIR OWN SUGGESTED RETAIL PRICE (SRP) on their eBook or audiobook to any reasonable price ending in .99 cents that is within the guidelines determined by each eBook/audiobook Reseller. If the price does not meet the Reseller's requirements, the price will be adjusted to meet each Reseller's minimum or maximum retail price threshold as applicable to attain distribution. Outskirts Press has no control over adjustments to retail pricing by Resellers.
6. ROYALTY IS SET BY EACH INDIVIDUAL RESELLER in accordance with their sales models and is proprietary to each Reseller. Royalty amounts per book sale are before taxes, refunds and distribution fees. Outskirts Press has no control over royalties set by Resellers.
7. A DISTRIBUTION FEE OF 25% of the royalty payment from each Reseller will be withheld for the digital storage, distribution, sale processing/tracking and ongoing royalty administration for Title.
8. AUTHOR RECEIVES ROYALTIES for each eBook/audiobook copy sold for which Outskirts Press receives payment.
9. eBook and audio book pricing and royalty structure are not under the control of Outskirts Press. Digital Distribution provided by this agreement is offered by a third-party distributor, hereinafter referred to as "Distributor", through distribution "feeds" Distributor has acquired and as such, Distributor, not Outskirts Press, is solely responsible for offering wholesale availability of eBook or audiobook Title. Author further understands that while Outskirts Press submits every eBook and audiobook Title to Distributor, and Distributor submits every eBook and audiobook Title through its Digital Distribution "feed", wholesalers, distributors and retailers are under no obligation to order, re-order, carry, or list every Title that is published.
10. Distributor may, in its sole discretion, add or remove Resellers who participate in eBook and audiobook distribution and sales. Distributor makes no representations or warranties regarding the maintenance of any relationship with any Reseller. If a new Reseller is added, Author's Title will automatically be opted-in to distribution through that new Reseller.
11. Wholesale eBook and Audiobook Sales are displayed in the Author Center on a monthly basis within 60 days following the end of the month in which the sale was reported to Outskirts Press and constitute all new sales reported to Outskirts Press for that period.
12. Royalties are paid to Author within 90 days following the quarter in which Outskirts Press receives payment from Distributor, once the total accrued Royalty meets or exceeds \$25 for an author residing in the United States, or \$100 for an author residing outside of the United States. If Author has a print edition of Title published through Outskirts Press, Royalties for all editions are aggregated to meet these payment thresholds. Royalties are paid by check mailed to the Author's address as supplied by the author in the Author Center. Checks not cashed by the Author within 90 days of issue will be cancelled by the bank and subject to a \$35 administrative fee if the Author requests a replacement check. The author is responsible for maintaining a current address in the Author's Center. Any royalty check which is returned as undeliverable due to an outdated address in the Author's Center will be re-issued to the author within 90 days of the author's request (administrative fees, defined herein, apply). Any royalties unclaimed after two years revert to Outskirts Press. Outskirts Press will withhold payment of Royalties when there are overdue amounts in the shopping cart, such as the Annual Distribution Subscription Fee or fees for services or products already delivered. An Author who is a US citizen subject to US income tax must provide a valid taxpayer identification number and a complete and signed form W-9 upon request, which Outskirts Press will, in turn, provide to the U.S. Internal Revenue Service. Any irregularity or inaccuracies the U.S. Internal Revenue Service identifies in regard to the provided taxpayer identification number or the information provided on form W-9 will result in the non-payment of accrued royalties; so, it is the author's sole responsibility to provide correct and accurate tax identification information. For foreign authors, Outskirts Press will withhold U.S. income tax from the royalty payments made to foreign authors at the default percent applicable to foreign persons, which is currently set at 30%, unless there is a tax treaty which provides for a different withholding percent and the author both satisfies all the requirements of that tax treaty and purchases the Custom Foreign Tax Option annually, in which case the tax treaty withholding rate will be applied.
13. All obligations in this Agreement involving the reporting or payment of money shall be conducted in the currency of the United States. Any amount referred to which is relevant in determining a payment to be made is, unless indicated otherwise, a reference to that amount expressed on a tax exclusive basis.

## **III. OUTSKIRTS PRESS SERVICES**

14. Outskirts Press will make all reasonable efforts to produce and distribute applicable eBook and/or audiobook editions of Title within 90 days of both Author's approval to proceed with Production and Outskirts Press' receipt of all acceptable materials required from Author in conjunction with Title. Outskirts Press is not responsible for delays

caused by the author due to non-responsiveness or inability to appropriately deliver acceptable materials, delays due to narrator selection which imposes scheduling issues, nor to the days of Author inactivity apply toward the timeframe set forth above. The publishing process is suspended whenever Author's online Shopping cart (account) includes past due amounts for this or any other Title. The publishing and distribution process will be terminated without refund in the event the Author's inaction or non-responsiveness prevents completion within 6 months from the date of eBook or audiobook purchase.

15. Outskirts Press reserves the right to reject any manuscript and/or any related material at any time prior to publication for any reason. A rejection of the manuscript or other material prior to publication for which Author is unable to provide an acceptable substitute warrants a full refund of all monies paid to Outskirts Press, provided the manuscript or other material does not violate the terms and conditions set forth in Section IV below. Unless otherwise supplied by and notified in writing by Author, Outskirts Press will design the interior pages and front cover according to professional standards, specifications, and industry best practices. Unless otherwise supplied by and notified in writing by the Author, Outskirts Press will assign a unique ISBN for each purchased audiobook format and a single unique ISBN will be assigned to all eBook formats of Title. Outskirts Press will prepare the digital files necessary to distribute Author's manuscript in digital or audio form as set forth herein.
16. Both Outskirts Press and Distributor may, in their sole discretion, immediately suspend or remove any eBook or Audiobooks Content from distribution to preserve its business, status and reputation or as otherwise permitted in accordance with the terms of the Agreement. Outskirts Press has no control over such actions by Distributor.
17. Author shall allow Resellers to use/create promotional content for each Digital Media File as follows: front cover images; table of contents; and 10-20% of the Digital Media File as applicable for each Business Model.
18. Distributor shall require Resellers to agree to apply commercially reasonable protections to the eBook and Audiobook content, which may include technology designed to help prevent unauthorized use and transfer of the content and reasonable protection against intellectual property infringement. Author acknowledges and agrees that such technology and other protections are the property of third-party vendors and that Outskirts Press has no control over such technology/protections. Author hereby releases Outskirts Press and Distributor from any and all liability resulting from a failure of such protections.

#### **IV. AUTHOR WARRANTIES & RESPONSIBILITIES**

19. Author must possess the technical means and knowledge to submit their manuscript to Outskirts Press and provide the necessary book information (title, synopsis, pricing, etc.), as required for production, distribution, and sale.
20. Author understands that materials submitted through the mail will incur additional fees and hard copy materials and digital media will not be retained for longer than 6 months. If author wishes to have submitted hard copy/digital media materials returned, a self-addressed stamped envelope must be included at the time of the submission. Outskirts Press is not responsible for loss or damage to any materials submitted via the mail and highly recommends that the only copies of original material not be submitted via the mail.
21. Each January following publication, Author agrees to pay an Annual eBook Distribution Subscription Fee in the amount of \$3/month for each eBook Title (billed annually two months prior to the eBook's publication anniversary date) so eBook Title can continue to receive digital distribution and availability through all the purchased eBook distribution channels. To avoid termination of Author's eBook, the Annual eBook Distribution Subscription Fee must be paid within 30 days following its placement in the Author's online shopping cart. If said Annual eBook Distribution Subscription Fee is not paid within 30 days, the eBook's distribution will be terminated upon the publication anniversary date. If Author elects to have any Audiobook format distributed through Outskirts Press, Author agrees to pay an Annual Audiobook Distribution Subscription Fee in the amount of \$3/month for each audio Title (billed annually two months prior to the Audiobook's publication anniversary date) so audio Title can continue to receive digital distribution and availability through all the purchased Audiobook distribution channels. An additional fee of \$1/GB per month, billed annually with the Annual Distribution Subscription Fee, will apply if Title's total eBook/audiobook files exceed 1GB. If Author has both an Audiobook and eBook format, the Annual eBook Distribution Subscription Fee is waived and only the Annual Audiobook Distribution Subscription Fee is billed. To avoid termination of Author's audiobook, the Annual Audiobook Distribution Subscription Fee must be paid within 30 days following its placement in the Author's online shopping cart. If said Annual Audiobook Distribution Subscription Fee is not paid within 30 days, the audiobook distribution will be terminated upon the publication anniversary date.
22. Author represents and warrants that Author is the sole owner of the manuscript and all material submitted in conjunction with Title, including all submitted cover art work, interior images, and photograph(s) of Author(s). Author represents and warrants that Author has full power and authority to enter into this agreement and to provide to Outskirts Press for reproduction and distribution all material submitted. Author represents and warrants that the submission of the manuscript and all other material, does not conflict with or violate any arrangement, understanding, or agreement between the Author and any other persons or entities. Furthermore, author represents and warrants that the manuscript and all material submitted in conjunction with Title is entirely original, free of liens,

claims, or interests of any kind; is not slanderous, pornographic, obscene, libelous, or defamatory; and does not violate or infringe upon any personal or proprietary rights, including without limitation copyrights, trademarks, privacy rights, or publicity rights of other persons or entities.

23. Author represents and warrants that s/he is 18 years of age or older. If Author is under the age of 18 years of age, then Author represents and warrants that Author's parent or legal guardian is executing this Agreement and assuming all liability for the warranties and responsibilities set forth herein.

#### **V. TERM & TERMINATION**

24. This agreement shall remain in effect until terminated by either party as set forth in this Agreement.
25. Author may terminate this Agreement at any time with 90 days prior written notice to Outskirts Press. Upon termination by Author before Author approves production on eBook Title, all submitted fees are refundable minus a \$149 administrative fee and any other applicable fees for which work has already commenced. The down payment fee for Audiobook Titles becomes non-refundable immediately upon payment. Upon termination by Author after Author approves production on eBook Title or Audiobook Title all submitted fees become non-refundable. Any accrued author Royalties will be paid as set forth in Paragraph 12.
26. Outskirts Press may terminate this Agreement at any time and immediately cease availability of eBook Title and/or audiobook Title upon any legitimate claim that Title violates the copyright or other legal rights of any person or entity, or upon the discovery by Outskirts Press that Author has violated any of the Warranties or Representations in Section IV above. In such case, all submitted fees become non-refundable and all accrued author Royalties will be paid as set forth in Paragraph 12.
27. Outskirts Press may terminate this Agreement and immediately cease any availability of eBook Title and/or Audiobook Title upon failure of Author to pay any amounts due after 60 days notification by Outskirts Press, or upon failure of Author to respond within 30 days to Outskirts Press' request for contact from Author. Notification and response requests are made via email, so it is the author's responsibility to maintain a valid email in their Author Center at all times. In such cases, all submitted fees become non-refundable and accrued author Royalties exceeding any amount due by author will be paid as set forth in Paragraph 12.
28. Outskirts Press reserves the right to terminate this Agreement during production or after publication if irreconcilable differences between the Author and Outskirts Press prevent Outskirts Press from professionally providing its services, in which case the author will receive a refund of their publishing package fee in the following amount: 100% before publication; 50% within the first year of publication.
29. Upon termination, all rights granted within this agreement revert back to the author and within 90 days Outskirts Press will cease all availability of eBook Title and/or Audiobook Title and will cancel/remove the digital files of Title from Distributor. However, Outskirts Press is not responsible for the failure of any third-party distributor or Reseller to remove Title from listing, display, or sale. Author can elect to terminate one edition of their Title (print, eBook, Audiobook) without terminating the other editions of Title.

#### **VI. INDEMNIFICATION AND LIMITATION OF LIABILITY**

30. Author shall defend, indemnify and hold harmless Outskirts Press, Inc., its parent companies, subsidiaries, and affiliates, and their respective officers, directors, employees, and agents from and against any and all third-party claims, actions, proceedings, damages, and expenses (including reasonable attorneys' fees and applicable costs of in-house counsel), in connection with a breach or alleged breach of the representations and warranties made in this Agreement. This includes any and all claims of copyright or ownership infringement by publication of Title and all claims for damages caused by the negligence of Author.
31. Author acknowledges that due to the nature of the Internet, digital content may be sold in geographic territories for which neither Author nor Outskirts Press has territorial rights. Author waives any claim for damages against Outskirts Press for sales in territories for which it does not have the right to sell or distribute the digital content.
32. Any delay or failure of Outskirts Press to perform its obligations under this Agreement shall be excused if and to the extent that such delay or failure is caused by an event beyond the reasonable control of Outskirts Press, including without limitation, any act of God, act of terrorism, actions by any government authority, fires, floods, natural disasters, riots, wars, labor problems, failure of or interruptions in telecommunications or data transmission systems, or the inability to obtain materials, labor, equipment or transportation. In particular, Outskirts Press is free from all liability arising from the termination of distribution or modification of the terms of such distribution by Distributor.
33. All services and products provided by Outskirts Press under this agreement are provided on an "as-is" basis. Outskirts Press does not warrant that the service or product provided will be uninterrupted or error free. Outskirts Press disclaims any and all representations and warranties, expressed or implied, including, without limitation, the implied warranties of merchantability, salability, or noninfringement of copyright. Outskirts Press's total liability to Author or any third-party for any and all damages shall not exceed in the aggregate the amount of fees actually paid by Author

to Outskirts Press during the one-month period prior to Outskirts Press' act giving rise to the liability. To the maximum extent permitted by applicable law, in no event shall Outskirts Press, its parent companies, subsidiaries, or affiliates, or any of their respective officers, directors, employees, or agents be liable for punitive, consequential, incidental, exemplary, indirect, or special damages, including without limitation damages for loss of profits, revenues, business data, or other intangibles, whether or not such damages were foreseeable and even if Outskirts Press had been advised of the possibility or likelihood of such damages.

34. All warranties and indemnifications made by Author herein shall survive termination of this Agreement and any license granted hereunder.
35. Outskirts Press reserves the right to revise and update the terms of this Agreement at any time and at its sole discretion. All changes are effective immediately upon posting the revised Agreement to the Outskirts Press website. 30 days advanced notice will be given to all Authors affected by a change. All changes apply to all use of the Outskirts Press website and to all services provided by Outskirts Press thereafter. The most current version of this Agreement will supersede all previous versions and will be available for Author's review on the Outskirts Press website at all times. Author's continuing to offer Title for sale through Outskirts Press and/or Author's continued use of the Outskirts Press website in any manner following posting of the revised Agreement constitutes Author's agreement and acceptance of the most current version of this Agreement unless Author terminates this Agreement pursuant to the terms of Paragraph 25.
36. This Agreement shall be governed exclusively by and construed according to the laws of the State of Colorado, without giving effect to conflicts of law principles. Any legal action related to the terms of or obligations arising under this Agreement shall be brought in the District Court of Douglas County, State of Colorado

By indicating your acceptance of this Agreement, you, as the Author, agree to be bound by its terms and conditions.



**ADDENDUM A**

**Resellers & Their Sales Models**

<b>Retail Models</b>		
<b>This section includes those Business Models commonly associated with trade Resellers.</b>		
<b>Sales Model</b>	<b>Wholesale Purchase Price Calculation</b>	<b>Preview Requirement</b>
<p><b>One-book, One Sale:</b></p> <p>An End User purchases a perpetual license to the Digital Media File in an a-la-carte purchase environment.</p>	<p>The Purchase Discount for Digital Media Files distributed pursuant to this model shall generally be as follows: 50%, 40%, or 30% dependent on the Reseller involved. Some Resellers have additional terms which may increase the Purchase Discount for specific sales (Amazon, Apple, Findaway, Google, Apple, Audible).</p> <p>The Wholesale Purchase Price for this model will be calculated by multiplying the Suggested Retail Price by the Trade Discount and subtracting this amount from the Suggested Retail Price.</p> <p>Audiobook Resellers: Apple, Audible, Bolinda, (Borrowbox), De Marque, Findaway, Glose (READD, Inc.), Google Play Books, Hummingbird, Kobo Plus Audio, Kobo (Rakuten.com), Libro.fm, Snapplify, Storytel, YouScribe</p> <p>eBook Resellers: Amazon, Apple, Ainosco, Barnes &amp; Noble, BibliU, Bolinda (Borrowbox), Booktopia (*powered by Kobo), Chegg, De Marque, EBooks.com, Fable, Gardners, Glose (READD, Inc.), Google Play Books, Hummingbird, ITSI, Kobo (Rakuten.com), Kortext, Legible, Libreka, Libri GmbH, Perlego, Perusall, Redshelf (Virdocs), Scribd, Snapplify, Storytel, Takealot.com (*powered by Overdrive), VitalSource, Wook (Porta Editora), YouScribe</p>	<p>10% of Digital Media File</p>
<p><b>Unlimited Subscription Model:</b></p> <p>End Users pay a flat, monthly price to a subscription service for access to digital content until the subscription ends. A sale occurs each time an End User consumes the set threshold of a Digital Media File (no more than 20% of the Digital Media File).</p>	<p>The Purchase Discount for Digital Media Files distributed pursuant to this model shall generally be as follows: 50%, 40%, or 30% dependent on the Reseller involved.</p> <p>The Wholesale Purchase Price for this model will be calculated by multiplying the Suggested Retail Price by the Trade Discount and subtracting this amount from the Suggested Retail Price.</p> <p>eBook Resellers: Bookmate, LitRes, Scribd</p>	<p>Up to 20% of Digital Media File</p>
<p><b>Credit-based Subscription Model (audiobook only):</b></p> <p>End Users pay a flat, monthly price to a subscription service for credits that allow them access to a fixed number of Digital Media Files per month.</p>	<p>The Purchase Discount for Digital Media Files distributed pursuant to this model shall generally be between 65% and 75% dependent on the Reseller involved. Some Resellers have additional terms which may increase the Purchase Discount for specific sales (Findaway).</p> <p>The Wholesale Purchase Price for this model will be calculated by multiplying the Suggested Retail Price by the Trade Discount and subtracting this amount from the Suggested Retail Price.</p> <p>Audiobook Resellers: Kobo Audio, Libro.fm, Findaway</p>	<p>10% of Digital Media File</p>
<p><b>Combined Portion Model (audiobook only):</b></p>	<p>The Purchase Discount for Digital Media Files distributed pursuant to this model shall generally be between 65% and 75% dependent on the Reseller involved. Some Resellers have</p>	<p>No preview requirement</p>

<p>End Users pay a flat, monthly price to use a subscription service for unlimited access to digital content. The Reseller aggregates 'portions' of Digital Media Files consumed by multiple End Users to determine the total sales of Digital Media Files. A sale is triggered after five (5) portions of a Digital Media File have been consumed by any number of End Users. A "portion" equals one-fifth of a Digital Media File.</p>	<p>additional terms which may increase the Purchase Discount for specific sales (Findaway).</p> <p>The Wholesale Purchase Price for this model will be calculated by multiplying the Suggested Retail Price by the Trade Discount and subtracting this amount from the Suggested Retail Price.</p> <p>Audiobook Resellers: Findaway</p>	
<p><b>Shared Pool Model:</b></p> <p>End Users pay a flat, monthly price to access a subscription service which contributes to a shared revenue pool.</p>	<p>Amounts paid to author are based on the pro-rata share of total content consumed in the specified period. Some Resellers have additional terms which may increase the Purchase Discount for specific sales (Findaway, Audible).</p> <p>Audiobook Resellers: Audible, Storytel, YouScribe, Findaway</p> <p>eBook Resellers: Perlego, Kobo Plus, Storytel, YouScribe</p>	<p>No preview requirement</p>

<p style="text-align: center;"><b>Library Models</b></p> <p style="text-align: center;"><b>This section includes those Business Models commonly associated with Library Resellers</b></p>		
<p style="text-align: center;"><b>Library Model</b></p>	<p style="text-align: center;"><b>Wholesale Purchase Price Calculation</b></p>	<p style="text-align: center;"><b>Preview Requirement</b></p>
<p><b>Single-User*:</b></p> <p>One End User is allowed access to the Digital Media File at any one time.</p>	<p>The Purchase Discount for Digital Media Files distributed pursuant to this model shall generally be as follows: 50%, 40%, or 30% dependent on the Reseller involved. Some Resellers have additional terms which may increase the Purchase Discount for specific sales (Findaway).</p> <p>The Purchase Price for this model will be calculated by multiplying the Library Price by the Trade Discount and subtracting this amount from the Library Price.</p> <p>Audiobook Reseller: De Marque, Findaway, Hoopla (Midwest Tapes), Overdrive, Snapplify</p> <p>eBook Reseller: Ainosco, Bibliotheca LLC (Cloud Library, 3M), BibliU, De Marque, EBSCO, Follett/Baker &amp; Taylor, Gardners, Hoopla (Midwest Tapes), iGroup, Kortext, Mackin, Odilo, Overdrive, ProQuest, Snapplify, Wheelers Books</p>	<p>10% of Digital Media File</p>
<p><b>Pay-per-use Model**:</b></p> <p>An unlimited number of End Users may access the Digital Media Files at any given time.</p> <p>Profits are shared equally between the Library Reseller and the Author.</p>	<p>The Purchase Discount for eBook Content distributed pursuant to this model shall generally be ninety percent 90%. Some Resellers have additional terms which may increase the Purchase Discount for specific sales (Findaway).</p> <p>The Purchase Discount for Audiobook Content distributed pursuant to this model shall generally be 95%. For certain Resellers, Trade Discount may be based on the duration of the Audiobook Content.</p> <p>The Purchase Price for this model will be calculated by multiplying the Library Price by the Trade Discount and subtracting this amount from the Library Price, and then the remaining amount will be multiplied by 50%.</p>	<p>No preview requirement</p>

	<p>Audiobook Reseller: Midwest Tapes/Hoopla, Findaway, Overdrive</p> <p>eBook Reseller: Midwest Tapes/Hoopla, OverDrive</p>	
--	---	--

\* This Business Model allows a library or academic institution to purchase a perpetual license to the Digital Media File.

\*\* This Business Model allows a library or academic institution to purchase a time-limited license to the Digital Media File.

<b>Other Institutional Sales Models</b> <b>This section includes those Business Models commonly associated with academic library &amp; institutional Resellers.</b>		
<b>Sales Model</b>	<b>Wholesale Purchase Price Calculation</b>	<b>Preview Requirement</b>
<p><b>Academic Rental**:</b></p> <p>Library Reseller provided limited access to libraries for 30 to 365 days.</p>	<p>The Purchase Discount for Digital Media Files distributed pursuant to this model is based on percentage of Suggested Retail Price and a specific time interval, and are generally as follows:</p> <p>365 days = 75% of Suggested Retail Price  180 days = 50% of Suggested Retail Price  120 days = 45% of Suggested Retail Price  90 days = 43% of Suggested Retail Price  60 days = 40% of Suggested Retail Price  30 days = 35% of Suggested Retail Price</p> <p>The Purchase Price for this model will be calculated by multiplying the Library Price by the associated Trade Discount and subtracting this amount from the Library Price.</p>	<p>No preview requirement</p>

\* This Business Model allows a library or academic institution to purchase a perpetual license to the Digital Media File.

\*\* This Business Model allows a library or academic institution to purchase a time-limited license to the Digital Media File.