



Booktango Services Agreement

1. Parties

This is a Services Agreement (“Agreement”) between the person (“AUTHOR”) in the author section of the Dashboard at www.booktango.com and Get Published!, Inc. dba Booktango with its principal offices at 1663 S. Liberty Drive, Bloomington, IN 47403, USA (“BOOKTANGO”) for the WORK as identified on the Metadata tab of the www.booktango.com application (“WORK”).

2. Services

AUTHOR has selected and/or purchased the publishing package and/or other services that are selected by AUTHOR at the services store from the website www.booktango.com (the “Website”). AUTHOR may purchase additional services offered from the Website. All services selected by AUTHOR are called the “Services.” This Agreement, in conjunction with the Terms of Use appearing on the Website, is binding for the use and fulfillment of each Service selected and purchased by AUTHOR.

3. Publishing and Distribution Services

AUTHOR grants BOOKTANGO the non-exclusive, worldwide rights to publish, distribute and sell, in the e-book and/or audiobook format, (i) the WORK, in whole or in part, and (ii) any compilations and collective works that include all or part of the WORK. E-book format is defined as any and all electronic formats, presently existing and created in the future, as determined at the sole discretion of BOOKTANGO. E-book Format includes but is not limited to any and all electronic applications, such as Apple, Android, and other applications, as determined at the sole discretion of BOOKTANGO.

AUTHOR grants BOOKTANGO the rights to exploit the licenses granted in this Agreement above through all such distribution channels (now or hereafter known), including online or electronic distribution channels (e.g., e-retailers, various websites, Amazon Kindle, Kindle for iPhone, Kobo, Sony eReader, and the like), as BOOKTANGO deems appropriate.

AUTHOR also grants BOOKTANGO the rights to use, display, and exhibit the WORK, excerpts from the Work, the title of the Work, and information regarding AUTHOR and/or the WORK (the “LICENSED MATERIALS”) in all media now or hereafter known (including all electronic and print media) for the purposes of advertising, marketing and promoting the WORK. Electronic excerpts will be viewable on the Website, and/or BOOKTANGO partner websites. This grant includes BOOKTANGO’s vendors, subcontractors, licensees, distributors and affiliates. AUTHOR agrees to promptly provide any information requested by BOOKTANGO for the purposes described above in this paragraph.

AUTHOR ACKNOWLEDGES THAT BOOKTANGO HAS NO CONTROL OVER THE PURCHASING DECISIONS OF BOOKSELLERS OR BOOK BUYERS AND CANNOT BE HELD LIABLE FOR THEIR ACTIONS.

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

4. Storage and Hosting

AUTHOR grants to BOOKTANGO the rights to copy, reproduce, host, store, use, transmit and distribute electronic and/or audio copies of the LICENSED MATERIALS (in any formats now or hereafter known, and using any technologies now or hereafter known) as deemed necessary or appropriate by BOOKTANGO to facilitate its exercise and exploitation of the licenses and rights granted to it in this Agreement. This grant includes BOOKTANGO’s vendors, subcontractors, licensees, distributors and affiliates.

5. Term

The rights granted to BOOKTANGO pursuant to this Agreement extend for three (3) years after the date BOOKTANGO first approves Work for distribution. This Agreement will automatically renew for consecutive one (1) year terms if neither party gives at least thirty (30) days advance written notice of termination prior to the end of the then-current term.

6. AUTHOR's Right of Termination

AUTHOR can terminate this Agreement by giving BOOKTANGO thirty (30) days notice in writing. Upon the effective date of such termination, the following refund policy will apply:

If AUTHOR terminates this Agreement prior to the commencement of services, Author will receive a full refund. No refunds will be given after the commencement of services except in the event of a breach by BOOKTANGO.

7. Royalty

7.1. Royalty from E-book and/or Audiobook Sales. Author will receive royalties as set forth at the Web site at the time the e-book/audiobook is published. No Royalty will be paid on copies provided free of charge.

7.2. Royalty Payments. Royalty Payment will be determined quarterly and paid to AUTHOR in U.S. DOLLARS within sixty (60) days after the quarter ends if the amount of the Royalty exceeds \$50 for authors receiving royalties via check and \$1 for authors receiving royalties via Electronic Funds Transfer ("royalty threshold"). If the Royalty amount does not exceed Royalty Threshold, the amount will be added to the subsequent quarterly Royalty amount due (Cumulative Royalty) until the Cumulative Royalty amount due reaches Royalty Threshold. The Cumulative Royalty will be paid to AUTHOR within sixty (60) days after the quarter end in which the Cumulative Annual Royalty first exceeds Royalty Threshold. If the Cumulative Royalties do not Royalty Threshold at the end of each third fiscal quarter, the Cumulative Royalties will be paid to AUTHOR within sixty (60) days after the close of the third quarter. Any Royalties due will be reduced by any amounts owed by AUTHOR to BOOKTANGO and/or withheld pursuant to governing laws.

BOOKTANGO has the right to require that all Royalty distributions be completed through Electronic Funds Transfer (EFT) and to charge a reasonable fee if AUTHOR does not use EFT for Royalty distribution. The offering of EFTs to AUTHOR is at the sole discretion of BOOKTANGO. AUTHOR assumes all risk of improper EFT payments due to invalid or out dated EFT information provided by AUTHOR. BOOKTANGO has the right to pass all costs associated with correcting improperly transmitted EFTs to AUTHOR through reductions in AUTHOR Royalties. BOOKTANGO also reserves the right to charge a reasonable fee for voiding and reissuing Royalty checks.

Author must provide updated and accurate contact information to BOOKTANGO. If accurate information cannot be obtained by BOOKTANGO through reasonable means, Royalties will be accumulated until AUTHOR provides accurate Royalty payment information as determined by BOOKTANGO.

7.3. Tax Withholding and Taxpayer Identification Number. All royalty payments will be subject to applicable tax requirements.

For U.S. Residents:

AUTHOR must submit a completed Form W-9 providing the AUTHOR'S Social Security Number or Taxpayer Identification Number ("TIN").

For Non-U.S. Residents:

If AUTHOR wishes to receive applicable treaty withholding rates the AUTHOR must apply for a U.S. tax identification number, ("TIN") by filing IRS Form W-7 and provide to our offices a valid IRS Form W-8BEN containing the U.S. tax identification number. If AUTHOR fails to provide the proper documentation and information, or fails to fully comply with the provisions of this Agreement, BOOKTANGO will have the obligation to withhold from royalties amounts owed to AUTHOR any moneys required to be deducted or withheld in compliance with U.S. withholding tax guidelines or other governing laws. AUTHOR will have no right to seek reimbursement from BOOKTANGO for such withholdings and payment by BOOKTANGO to the proper authorities.

7.4. If author elects payment by check, BOOKTANGO will attempt to send the Royalty Payments to the last address on file and AUTHOR must cash all royalty payments within 60 days of mailing (the "Payment Cashing Period").

7.5. BOOKTANGO may submit uncashed Royalty Payments to various state and federal governmental authorities (the "Authorities"), in which case AUTHOR will need to deal directly with the Authorities to attempt to obtain the associated Royalty Payment funds, with no further responsibility or liability by BOOKTANGO.

8. Submission Guidelines, Pricing and Payments

8.1. Submissions

Submissions will not be maintained by BOOKTANGO beyond 180 days, unless approved by Author for publishing within that timeframe. Submissions not approved within 180 days will be purged. BOOKTANGO reserves the right not to accept a submission.

8.2. Production Files

AUTHOR may purchase text production files in Microsoft Word format and cover production files in PDF format of the WORK within one year after termination of this Agreement. The fees for AUTHOR's purchase of such files will be two hundred fifty dollars

(\$250). Upon such purchase by AUTHOR, BOOKTANGO will remove all references to BOOKTANGO in such digital files prior to delivering them to AUTHOR.

8.3. Pricing

BOOKTANGO reserves the right to determine the default price of the WORK, which can be changed by AUTHOR. Should costs change or market conditions warrant, BOOKTANGO may modify the price or the retail discount; however, the Royalty percentage will not change.

8.4. Payments

The fees for publishing and related services are based on the information displayed on the Website at time of purchase. BOOKTANGO may change the fee structure, at any time, at its sole discretion. Payment for services and related fees must be made with a major credit card.

9. Publication

BOOKTANGO intends to publish and distribute the WORK within thirty (30) days after submitting the WORK for publication. If BOOKTANGO 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 BOOKTANGO to make the WORK available within thirty (30) days. If BOOKTANGO does not do so, this Agreement will terminate and all rights herein granted will revert to AUTHOR.

10. Publication Format

BOOKTANGO will publish the WORK in e-book and/or audiobook format and will follow AUTHOR's suggestions for the interior and cover design of the WORK where practicable, provided AUTHOR complies with BOOKTANGO's interior and cover design guidelines.

In all other respects BOOKTANGO will determine the details of publication and will retain final discretion over style and formatting of the WORK and its cover. BOOKTANGO also reserves the right to introduce additional e-book and/or audiobook versions of the WORK. BOOKTANGO has the 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 person or entity other than BOOKTANGO at any time during or after the term of this Agreement.

11. Copyright and Title Registration

BOOKTANGO 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 the WORK.

12. Title and AUTHOR Information

BOOKTANGO may post pertinent information regarding AUTHOR or the WORK on the Website, as well as those of its vendors and affiliates, in order to provide the Services. BOOKTANGO may also post or disseminate, on any websites or in other media, additional information that it believes may help promote AUTHOR or WORK. If BOOKTANGO requests such information, AUTHOR agrees to promptly provide the requested information. This Paragraph does not limit any of the rights and licenses granted to BOOKTANGO in this Agreement.

13. Termination by BOOKTANGO

BOOKTANGO reserves the right to immediately terminate this Agreement and to discontinue publication of the WORK at any time, and without advance notice to AUTHOR if, in its judgment, the WORK may subject BOOKTANGO to the risk of litigation or other adverse commercial consequences. AUTHOR's representations, warranties and indemnities set forth in this Agreement survive any termination or expiration of this Agreement, regardless of the reason.

14. AUTHOR Warranties

AUTHOR represents and warrants that:

- (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 BOOKTANGO 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 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 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 BOOKTANGO, and the WORK'S title do not and will not violate or infringe upon

any rights of any other person or entity;

(vi) the WORK is not defamatory, slanderous, libelous, 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.

15. Indemnification

AUTHOR agrees to indemnify and hold harmless BOOKTANGO, 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 this Agreement. All representations, warranties and indemnities made by AUTHOR herein will survive termination of this Agreement. "AFFILIATES" means owners, shareholders, officers, directors, managing members, employees, parents, subsidiaries, affiliated companies, licensees, distributors, vendors, subcontractors, advertisers, Internet service provider, attorneys, and accountants and any other person or entity to whom BOOKTANGO 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, BOOKTANGO will have the right to defend with attorneys of its own selection and to settle the same, and AUTHOR will fully cooperate in the defense thereof.

16. Notices

Except as otherwise provided in this Agreement, all required notices must be given by AUTHOR via mail to the address in Section 1 of this Agreement or via email to customersupport@booktango.com. Notices to AUTHOR will be given via email to the email address on file in the account record at booktango.com.

17. Copyright Infringement

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

18. Amendments

BOOKTANGO may amend this Agreement, including but not limited to amendments to royalty payment structure and timing, at any time with 30 days notice to AUTHOR. 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 BOOKTANGO at the address in Section 1 within 30 days of the notice of amendments. In the event that AUTHOR terminates this Agreement, BOOKTANGO will refund according to the refund provisions of this Agreement, which will be AUTHOR's sole and exclusive remedy in the event AUTHOR disagrees with the amendments.

19. Purchase of Additional Services

If AUTHOR purchases additional Services relating to the WORK from BOOKTANGO or its AFFILIATES, the Terms and Conditions available on the Website at the time of such purchase will govern for those Services. Further information regarding additional services is available on the Website.

20. General Provisions

This Agreement will be governed as to all matters by the laws of the State of Indiana. Any dispute between the parties must be submitted to binding arbitration administered by the American Arbitration Association ("AAA") to take place in Bloomington, Indiana before a single arbitrator in accordance with the AAA Commercial Arbitration Rules. Any award entered by the arbitrator will be final and binding and may be enforced in any court of competent jurisdiction.

Any assignment of this Agreement or any part thereof by AUTHOR without BOOKTANGO's prior written consent will be null and void. BOOKTANGO may assign this Agreement at any time without Author's consent.

If any term or provision of this Agreement is deemed illegal or unenforceable by a court or arbitrator of competent jurisdiction, then, nonetheless, this Agreement will remain in full force and effect and such term or provision will 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 the Website referred to above, represent the complete understanding between the parties as to its subject matter and supersede all prior understandings, if any, as to its subject matter. Other than amendments by BOOKTANGO, no modification, amendment, or waiver will be valid or binding unless made in writing and signed by all parties hereto.