

AUTHOR SERVICES AGREEMENT

Publishing Packages

RECITALS

A. Colen Publishing is engaged in the business of providing services and products to authors seeking to publish, promote, and sell their manuscripts (“Works”) to which they own the copyright.

B. Author desires to utilize Colen Publishing for hire as its provider of selected formatting, copy editing, proofing, printing, selling, and distribution services and other services as may be mutually agreed upon from time to time (the “Services”) in conjunction with the publication, distribution, selling, marketing, and promotion of Author’s Work. Colen Publishing desires to perform certain Services for Author, all in accordance with and subject to the terms and conditions of this Agreement. Author will retain all rights to the content of the Work.

1. AGREEMENTS

1.1. Author will complete and return to Colen Publishing the following before Colen Publishing will perform any Services:

1. Services Order Form
2. Payment for Services Selected
3. Work in a form acceptable to Colen Publishing

1.2. Author understands that if there is more than one Author contributing to the Work (“Joint Work”), the Author who signs this Agreement will be the sole point of contact with whom Colen Publishing will communicate regarding all matters related to Work and all parts constituting this Agreement. By signing the Joint Work Addendum each Author of Joint Work agrees to the terms and conditions of this Agreement.

1.3. Author will submit to Colen Publishing a copy of Work in a format that is ready to publish. Any subsequent changes or editorial revisions requested by Author shall result in additional charges. Author will also pay additional charges if Work is NOT submitted in a format acceptable to Colen Publishing.

1.4. Colen Publishing will retain in its possession all of the materials submitted by Author. Colen Publishing will have no obligation to provide to Author any submitted materials or production files at anytime or for any reason. Colen Publishing will have the right to compile and use statistical information about the sale of Work. Colen Publishing does not own rights to Work and is NOT responsible for editing Work and has no editorial control over Work. Author may purchase Copy Editing Services provided by Colen Publishing. Author will have final authority with respect to suggested editing changes made by Colen Publishing copy editors. Author will edit galleys of Work sent by Colen Publishing and provide such other assistance as Colen Publishing may reasonably request regarding purchased Services.

1.5. Colen Publishing will format Work and Work’s Cover as specified in the Design Call provided the specifications meet the requirements and capabilities of Colen Publishing. Colen Publishing will retain final discretion over style and formatting of Work and its cover with Author acknowledging that Author may not utilize the formatted Work and cover with any other publisher, if Colen Publishing ceases publication of Work. Colen Publishing retains the right to refuse content that does not meet Colen Publishing’s technical capabilities and will issue a refund in this instance. Author agrees not to use any copyrighted material in either the Work or the Work’s cover to which Author does not own the copyright. Author understands that print-on-demand technology can sometimes make exact color matching difficult. Colen Publishing makes no guarantees that it can match a particular color within the color spectrum or that copies of Work printed on different dates will exactly match the color of previously printed copies of Work.

1.6. Colen Publishing will provide Work to Author in all formats Author purchased within one hundred eighty (180) days after Colen Publishing has received all required materials. If Colen Publishing does not provide Author with Work within the appropriate timeframe, Author may request a refund of monies paid for Services that have not been completed. The 180 days does NOT include time Work is in Author’s possession for any reason or in the possession of Colen Publishing’s copy editors for the purpose of copy editing.

1.7. Upon Author signing the “Galley Signoff Form”, Colen Publishing will make the completed Work available through the distribution channels selected by Author. Colen Publishing will waive channel access fees, for all forms of distribution Author selected, for the first and second years ONLY. Author is responsible for subsequent yearly channel access fees. Author agrees to pay all applicable shipping and handling fees associated with purchasing copies of their own Work.

1.8. Colen Publishing will use reasonable efforts to assist Author in promoting Work consistent with Promotional Services purchased by Author. Author acknowledges that some promotional offerings will not be fulfilled until after Work is available for distribution. However, Colen Publishing cannot guarantee sales of any Work. Colen Publishing has made no guarantees or promises as to the minimum success of the Services or the amount of book sales which may result from the Services. Colen Publishing has no control over the purchasing decisions of consumers and is not liable to anyone if Work does not sell to Author's expectations.

2. AUTHOR'S LEGAL RESPONSIBILITY

2.1 Author represents that Author is the copyright owner of Work and all of its content or has a legally binding agreement with the copyright owner as outlined in a Joint Work Addendum to this Agreement. This document is provided upon Author's request.

2.2 Author represents that Work does not infringe upon any statutory or common law right of copyright, libel or privacy of any third party.

2.3 Author represents that Author is the owner of any trademarks and/or trade names associated with Work and that the usage of such trademarks or trade names does not infringe upon the rights of third parties.

2.4 Author further represents that Work does not contain illegal, unlawful or objectionable material including, but not limited to, pornography, obscenity or hate speech. Author acknowledges that the Work is not plagiarized and does not include falsely attributed statements of third parties. Colen Publishing reserves the right to discontinue all Services if Author violates the above stipulations and to retain a \$75 fee to defray setup costs.

2.5 Author completely and wholly accepts responsibility for the content of the Work.

3. COLEN PUBLISHING'S LEGAL RESPONSIBILITY

Colen Publishing is not legally responsible in any way or means for Author's Work.

3.1 Colen Publishing is not liable to any third party for Work, regardless if Colen Publishing had any knowledge or could have reasonably known of any illegal, unlawful or objectionable content in Work.

3.2 Colen Publishing reserves the right to refuse to provide and/or to discontinue ALL Services upon Colen Publishing's discovery of any violation by Author of this Agreement, any other actions, omissions or misconduct of Author with respect to Work, and/or Author's performance under the Agreement.

3.3 Colen Publishing will not be responsible for retrieving the Work or for any sales of Work in possession by an entity other than Colen Publishing.

3.4 Colen Publishing will be permitted to publicize information concerning Work in connection with the advertisement, promotion and marketing of the Services offered by Colen Publishing, including, but not limited to, publication of the name and description of Work, the name and address (city and state only) of Author, and success relating to the

sale of Work. Colen Publishing may also negotiate with search engines and third-party retailers to allow them to make available excerpts of the Work, otherwise publicize the Work and utilize Colen Publishing's trademarks to assist Colen Publishing in building its brand. The only benefit which Author can expect to receive as a result of these negotiations is to hope that such relationships will lead to more opportunities to sell the Work, thereby resulting in potential additional royalties to Author.

3.5. Colen Publishing will not be liable for delays, errors or nonperformance of Services caused by any third party vendor or supplier of Colen Publishing.

3.6. From time to time, Colen Publishing will discontinue offering certain promotional items. Colen Publishing reserves the right to substitute a different promotional item of equal or greater value to Author with or without notification in the event of a discontinuation. In all situations, Colen Publishing will endeavor to notify Author of a cancellation of any promotional item the Author has purchased.

4. COLEN PUBLISHING INDEMNIFICATION AND LEGAL DISCLAIMER

EXCEPT AS STATED IN THIS AGREEMENT, COLEN PUBLISHING DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESSED OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO SERVICES, OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, COMPATIBILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT COLEN PUBLISHING KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED, ARISING BY OPERATION OF LAW, CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, COLEN PUBLISHING EXPRESSLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS TO

ANY PERSON OTHER THAN AUTHOR WITH RESPECT TO THE SERVICES OR ANY PART THEREOF.

IN NO EVENT WILL COLLEN PUBLISHING BE LIABLE TO AUTHOR OR ANY OTHER PERSON FOR LOST PROFITS OR REVENUES OR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES.

Colen Publishing assumes no liability for any loss, damage, injury, or claim of any kind or character to any person or property, including, but not limited to, Author or any third party, arising from, relating to, or in connection with the submission of the Work for the Services undertaken by Colen Publishing under the Agreement and the subsequent sale or distribution of the Work. Author agrees that submission of Work (including, without limitation, manuscripts, pictures and diskettes) to Colen Publishing is at Author's own risk and agrees that Colen Publishing will have no liability related to the misplacement or loss of Work for any reason.

If a claim is presented against Colen Publishing alleging that the Work is an infringement or Work otherwise violates or adversely affects the rights of third parties, Colen Publishing is hereby authorized, at its election: to negotiate, compromise, or settle such claim, subject to Author's approval, which approval shall not be unreasonably withheld or delayed; or defend the institution of any action there under at Author's expense. Author agrees to defend, indemnify and hold harmless Colen Publishing and its employees, shareholders, directors, representatives, successors and assigns of and from all and any manner of claims, demands, suits, actions, losses, costs, liabilities, damages, settlements, awards, judgments, attorneys' fees, professional fees, costs and expenses arising from or relating to: claims of third parties regarding ownership, trademark, copyright, libel, slander, plagiarism, privacy, misappropriation, and similar claims relating to Work; the sale and distribution of Work; and any misrepresentation, breach or

default by Author under this Agreement or any other agreements or understandings between the parties. Until Colen Publishing's claim for indemnity has been fully satisfied, Colen Publishing may, at its sole discretion, retain all payments due Author under Section 4 of the Agreement, cease providing any further Services, and Author shall

have no right to receive a refund of any monies paid by Author to Colen Publishing. In addition, Author agrees to abide by and comply with the policies promulgated by Colen Publishing with respect to requests or complaints from third parties regarding Work.

5. PRICING AND ROYALTY AGREEMENTS

5.1 Author Royalties. Colen Publishing will remit payments to Author on a quarterly basis (4 times a year) along with a report of sales in that reported quarter. Author understands that in the instance where there are zero (0) sales for a given quarter, Colen Publishing may choose to distribute the quarterly report by electronic mail rather than post.

Author royalties will be determined as follows:

Electronic Distribution

Author will receive a royalty payment of twenty five percent (25%) of the purchase price for each copy sold through Electronic Distribution (known as "E-book").

Standard Paperback, Color Paperback, and Hardcover Distribution

Prior to distribution, Author will select prices and corresponding royalties ranging from five (5) to fifty (50) percent using Colen Publishing's standard "Book Pricing Agreement".

Author will select two prices. The "Colen Publishing Web Price and Royalty Option" will reflect both the retail price and the royalty that Author earns from sales of the Work through the Colen Publishing Web site or book order department. The "Colen Publishing Retail Price and Royalty Option" will reflect both the retail price and the royalty that Author earns from sales of the Work through other retailers (and when retailers purchase the Work directly from Colen Publishing). Colen Publishing reserves the right to determine the type of sale (retail or Web site) in accordance with the policies of the Book Orders Department.

5.2. Modification of Price. Colen Publishing reserves the exclusive right to modify the selling price of Work should costs change or market conditions warrant and will notify Author of such change. Should this happen, the selected royalty payments will remain the same.

5.3. Payment and Royalty Fees Statement. The royalty payments made to Author will be the amounts as defined in the Book Pricing Agreement, less any outstanding amounts owed by Author to Colen Publishing and/or withheld pursuant to Sections 5.4 and 5.5

below and governing laws.

5.4. Tax Withholding and Taxpayer Identification Number. All royalty payments to Author will be subject to applicable tax requirements. Author will provide Colen Publishing with all necessary information and documentation to comply with tax requirements including the Taxpayer Identification Number (“TIN”) of Author and a completed Internal Revenue Service (“IRS”) form W-9. If Author is a single person, the “Taxpayer Identification Number” is understood to be the personal Social Security Number. If not a U.S. citizen or permanent resident alien, Author must submit appropriate documentation to allow Colen Publishing to fulfill tax obligations for foreign persons. In the event that Author fails to provide Colen Publishing with the proper aforementioned documentation and information, or fails to fully comply with the provisions of this Agreement, Colen Publishing will have the right to withhold from royalties owed to Author any moneys required to be deducted or withheld in compliance with the tax code or other governing laws. Author understands that Author will have no right to seek reimbursement from Colen Publishing for such withholdings and payment by Colen Publishing to the proper authorities.

5.5. Withholding of Royalty Payments. When Author does not fully comply with the provisions of Section 5.4, Colen Publishing will cease withholding payments. However, Author will have no right to receive from Colen Publishing any amounts withheld and remitted to taxing authorities pursuant to Section 5.4.

5.6. Transfer of Ownership of Work. Author may assign the ownership of Work and right to receive royalty payments to a different party by completing all of the following: providing payment to Colen Publishing for all Services selected, providing Colen Publishing with the new party’s TIN and W-9 or other applicable documentation (see above), providing new party’s agreement to the Colen Publishing Author Services Agreement in its entirety, and by obtaining the prior written approval of Colen Publishing. This approval may be withheld by Colen Publishing at its sole discretion for any reason.

In the event that Colen Publishing consents to the assignment of payments, Author and such transferee shall jointly and severally reimburse, indemnify, and hold harmless Colen Publishing for any tax liability, penalty, interest or fee imposed by any federal, state

or local taxing authority, for any reason in connection with the assignment of any payment pursuant to this Section. In such event, Author and such transferee shall execute such indemnification or other agreements as may be requested by Colen Publishing.

All applicable payments to Colen Publishing must be made prior to its commencement of the selected Services. All payments made by Author to Colen Publishing are non-refundable, except as may be specifically provided otherwise in the Agreement.

5.7 Check Payment. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic funds transfer from your account or to process as a check transaction. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day your payment is received, and you will not receive your check back from your financial institution.

5.8 Book Returns. Unless the Author has purchased Book Sellers Return Program at the time of book purchase, all books sold either from Colen Publishing or from a third-party retailer are non-returnable.

6. AUTHOR’S REMEDIES

6.1 AUTHOR’S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM RELATING TO COLEN PUBLISHING’S PERFORMANCE UNDER THIS AGREEMENT WILL BE FOR COLEN PUBLISHING, AT ITS CHOOSING AND UPON WRITTEN NOTICE TO AUTHOR, TO EITHER A) USE COMMERCIALY REASONABLE EFFORTS TO CURE, AT ITS EXPENSE, THE MATTER THAT GAVE RISE

TO THE CLAIM FOR WHICH COLEN PUBLISHING IS AT FAULT, OR B) TO RETURN TO AUTHOR ONLY THE FEES PAID FOR THE PARTICULAR SERVICE WHICH PROMPTED THE CLAIM. Author shall review and inspect Work. Any claim under this Agreement must be made within thirty (30) days of delivery or performance by Colen Publishing of Author’s selected Services. Author will work with Colen Publishing to resolve all issues and disputes regarding Services prior to seeking any remedy under this Section

6. To the fullest extent legally permitted, Author agrees not to allege that the remedies in this Section fail their essential purpose.

7. TERMINATION OF AGREEMENT

7.1 Suspension of Services. Upon a breach, default, or failure of Author to comply with the terms of this Agreement or the failure to cooperate with Colen Publishing in the provision of any Services, Colen

Publishing will have the right to suspend any or all performance until Author cooperates with the terms of this Agreement and/or cooperates with Colen Publishing in the provision of Services.

7.2 Termination. The term of this Agreement shall continue until one of the following occurs:

a. Upon thirty (30) days' written notice, Author terminates this Agreement for any reason other than an Colen Publishing breach of contract. Author agrees to pay Colen Publishing for any amounts due on items purchased on the Services Order Form, and Colen Publishing will retain all moneys previously paid by Author to Colen Publishing.

b. Upon thirty (30) days' written notice, Colen Publishing terminates this Agreement for any reason other than an Author breach of contract. Colen Publishing agrees to refund all monies paid by Author for the Services if termination occurs within one year of Agreement's commencement unless Agreement is terminated pursuant to Section 2.4.

c. By Colen Publishing immediately upon written notice if Author has failed to pay Colen Publishing for any selected Services after Colen Publishing has given prior written notice to Author of such nonpayment (in which case Colen Publishing will have the right to retain all moneys previously paid by Author to Colen Publishing.).

d. Except pursuant to Section 7.2(c), upon either party terminating this Agreement in the event of breach or default by a party to this Agreement which remains unresolved after thirty (30) days' written notice.

e. Termination by mutual written agreement of the parties. In the event of termination of this Agreement, Colen Publishing will discontinue distribution of the Work, and the provisions addressing future performance shall survive the termination, including, but not limited to, Sections 3, 4, 5, 6, and 13.

8. Recommencement. After Colen Publishing provides Work to Author in all formats Author purchased, Colen Publishing agrees to make Work available for sale for the period of two (2) years. After this two year period, Colen Publishing reserves the right to discontinue making Work available for purchase if the Distribution Channel Access Fee

is not paid. If Author later decides to make Work available again for purchase, Author agrees to pay a resubmission fee, after which Colen Publishing will agree that it will make Work available for sale for the period of one (1) year after resubmission. In such event, all previous terms will recommence as stated in the previously-signed Author Services Agreement. As Work can be available in multiple formats, Colen Publishing reserves the right to terminate and recommence individual ISBN's of Work, depending on whether the applicable Distribution Channel Access Fee is paid.

9. No Waiver. Any waivers of rights must be in writing and no prior waiver will affect a party's rights as to a subsequent breach. The rights and remedies of Colen Publishing shall be distinct, separate, and cumulative. No action or inaction by Colen Publishing shall operate to exclude or deprive Colen Publishing of any other rights allowed it by law.

10. Force Majeure. Colen Publishing will be excused from its obligations if its performance is prevented by events outside of its reasonable control, including, without limitation, acts of God, wars, riots, strikes or other labor disputes, natural disasters, fire, or severe weather. In such event, Colen Publishing will notify Author and will provide an estimate of how long performance will be delayed. If performance will be delayed more than 90 days, Author may terminate this Agreement.

11. Severability. If any part of this Agreement is found to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be binding and effective.

12. Notices. All notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed given when received upon delivery by hand, transmission by facsimile or mailing by registered or certified mail, return receipt requested, first class postage prepaid, addressed as follows:

(a) If to Colen Publishing:

Colen Publishing

19745 Blossom Lane

Grosse Pointe Woods, MI 48236

(b) If to Author: All material sent from Colen Publishing to Author will be sent to the address indicated in the "Author's Information" section of the "Services Order Form."

13. Governing Law; Arbitration; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without recourse to conflicts of law principles.

Any dispute between the parties MUST be submitted to binding arbitration administered by the American Arbitration Association ("AAA") to take place in Grosse Pointe Woods, Michigan, before one arbitrator in

accordance with the Commercial Arbitration Rules and Mediation Procedures of the AAA (“AAA Rules”). Author acknowledges and agrees that the Services provided to Author are solely for commercial or business purposes and NOT for personal or household use. The parties hereby expressly acknowledge and agree that the Supplementary Procedures for Consumer-Related Disputes under the AAA Rules shall not apply to arbitration pursuant to this Agreement. In the event Author institutes such arbitration, then without limiting the applicability of the AAA rules, Author must serve the complaint initiating arbitration upon Colen Publishing at the address provided above at the same time as Author submits such complaint to the AAA. The arbitrator will be obligated to award the prevailing party of any such proceedings all costs, attorneys’ fees and other expenses incurred by such prevailing party in the arbitration proceedings. Any award entered by the arbitrator may be enforced in any court of competent jurisdiction.

14. Headings. The headings of the Sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

15. Transmission by Author; Acceptance by Colen Publishing. Author will be bound by this Agreement upon sending an executed original of this Agreement to Colen Publishing at the address noted in Section 12(a) above. Alternatively, facsimile or electronic transmission to Colen Publishing by Author of the executed version of this Agreement will have the same force and effect as the original and will constitute Author’s agreement to be bound by this Agreement. As to Colen Publishing, this Agreement will be deemed

to be accepted by, and binding upon, Colen Publishing at such time as Colen Publishing receives confirmation that full payment from Author for the initial Services has been received and irrevocably credited to Colen Publishing.

16. Assignment. This Agreement may not be transferred, delegated or assigned by either party without the prior written consent of the other party, except that Colen Publishing may assign this Agreement in connection with the sale of its business or a merger with a third party. This Agreement shall be binding upon, and shall inure to the benefit of, the successors and assignees of Author and Colen Publishing.

17. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior agreements or communications between the parties concerning the subjects contained herein. This Agreement may not be amended orally, but only by an agreement in writing that is signed by both parties.