



TELEMACHUS PRESS

PUBLISHING SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the date of SPARK enrollment, by and between Telemachus Press, LLC ("TP"), a Florida limited liability company located at 8437 Tuttle Avenue, Suite 406, whose mailing address of 5380 Gulf of Mexico Drive Ste 105 Longboat Key, FL 34228, and the author ("Author"), whose address is entered online at the time of enrollment.

TP and Author agree to the following terms and conditions:

The Services. TP will provide the Services set forth below. The Author is indicating agreement with these terms and conditions by enrolling in SPARK and checking the terms and conditions agreement block causing him or her to receive the Services as described therein.

Performance. TP will provide competent personnel to perform the Services requested. Such personnel may be employees or subcontractors of TP and may be changed at any time if TP determines that it is beneficial or appropriate to do so.

Cooperation. Author understands that TP will need Author's cooperation in order to fulfill the Services requested and therefore agrees to cooperate with TP on a timely basis and in accordance with TP's instructions. Such instructions may include but are not limited to specifications as to the format in which the work shall be transmitted to TP. Author will also instruct its employees and/or contractors to cooperate with TP as required for TP to fulfill its obligations to Author. Author also grants to TP the right to use, display, promote, market, distribute, exhibit and make excerpts from the Author's manuscript and other information from the Author, in electronic or print format. Electronic excerpts and other material communicated to TP by the Author may be viewable on TP's website, or partner websites that have entered into agreements with TP, in order to facilitate promotion, marketing, distribution, the sale of print and eBooks and other interactions with the Author. This grant includes TP's vendors and affiliates. Author agrees to promptly provide any information requested by TP and acknowledges that not doing so may cause a deviation from the original schedule of completion.

Rights of Authorship. TP will acquire no rights of ownership to any materials presented by Author to TP under this agreement. Author retains all rights in and to the work produced by Author and delivered to TP, its employees or any third party independent contractor or subcontractor of TP for Services hereunder and all rights to any work that may be created by TP for Author pursuant to the Services (the "Work"). Author's rights include rights to the Work in any media format (print, electronic, video or otherwise), any modifications to the Work, all rights to its characters, and any derivative works created from the Work. The Services performed by TP will be considered "Work for Hire" as defined by the United States Copyright Statute.

Limited Grant of Rights. Author grants to TP only such limited rights as are required for TP to carry out the Services hereunder and only for the time required for the performance of those Services. These limited rights include the rights of reproduction and modification of the Work in the performance of the Services, including any third party rights that may be required.

Obligations of TP. TP is responsible for providing the specific Services requested and has no other obligations to Author. TP does not guarantee that Author's Work is commercially viable or that it will sell in any of the formats requested.

Author Warranties. Author represents and warrants that it is the sole Author of the Work and is the owner of the copyright, trademarks or trade names to all of its contents or that it has received proper permission to use the copyrights, trademarks or trade names contained therein; that the Work is original and not unlawful in its content, and that it does not violate the rights of any third party; that he/she has not engaged in plagiarism with respect to the Work; that the Work is not libelous and contains no fact or omission of fact that would be deemed to be libelous; and that the Author has full rights and Authority to request the Services from TP and enter into this Agreement.

If Author is using any text, artwork, photographs, pictures, images, designs, sound recordings, video or other material from any third parties ("Third Party Media"), Author also represents and warrants that it has obtained the rights to utilize the Third Party Media as part of the Work and that those rights include the performance of the Services by TP hereunder. Author shall inform TP of any limitations on the license rights granted by any third parties, including any limitations on the number of impressions Authorized. TP may request proof of these rights. Should TP provide any material licensed from a third party, i.e. cover art, Author's use of that intellectual property is limited to inclusion in the eBook and may not be used for any other purpose.

Author Indemnities. Author agrees to indemnify TP and its employees, officers, directors, shareholders, contractors, successors and assigns from any and all claims, damages, liabilities, expenses (including reasonable attorneys' fees) resulting from its breach of any representation or warranty in this Agreement or any claim from any third party regarding ownership, breach of license, plagiarism, privacy, misappropriation, libel, slander, or any similar claim arising from the publication of the Work or the performance of the Services. Author and TP shall each give prompt notice to the other of any such claim.

Payment. Author shall pay to TP the charges set forth in the applicable Appendix. Any payment not made within ten (10) days of the due date shall accrue interest at the highest rate allowable by law. TP shall have the right to suspend Services until payment is made. TP shall also have the right to set-off any amounts due to TP by Author from any amounts collected by TP on Author's behalf.

Term and Termination. This Agreement can be terminated by TP party at any time upon giving thirty (30) days notice to the Author; provided that, any amounts paid by Author to TP for Services are refunded to the Author in full.

Survival of Provisions. Author's warranties and indemnities provided in this Agreement shall survive any termination of the Agreement.

Governing Law. The laws of the State of Florida, excluding its conflict of laws principles, shall govern this Agreement. Any claim or action brought by any Party in connection with this Agreement shall be brought in the appropriate federal or state court located in the County of Sarasota, and the parties hereto irrevocably consent to the exclusive jurisdiction of such court.

Entire Agreement. This Agreement, including the Appendices signed by Author, contains the entire agreement between the parties with respect to the Services and supersedes any oral or written understanding of the parties. This Agreement can only be modified by a writing signed by both parties.

Both parties acknowledge that they have read this Agreement and agree to all its terms and conditions. The author is indicating this acknowledgement by checking the terms and conditions agreement box during enrollment.

SPECIFIC DESCRIPTION OF SERVICES AND MUTUAL RESPONSIBILITIES

- TP will provide a color cover based upon the Author's selection of a TP theme. The Author may provide a cover for use with his or her eBook provided that the cover is submitted electronically to TP by email and meets **without exception** the cover submission technical standards as defined by TP. These specifications are available on our website and can be found at this link: .
- TP will provide a formatted manuscript for popular eBook readers returned to you as a Microsoft Word file. The format of the manuscript will meet an exacting professional standard, a sample of which can be found on our website. The formatted file shall include the cover, book front matter including copyright notice, ISBN and the link to the author's web site if so provided. Should the Author require formatting personalized beyond our published standard, the Author may communicate this request by email and a quote for

specialized services will be provided. The Author should be aware that any personalization is constrained to the technology offered by eBook readers.

- TP will provide a professionally crafted MOBI file using the above mentioned formatted file for uploading as part of a book package to Amazon for eventual purchase by readers having an Amazon Kindle or any reader having the ability to read the MOBI file format.
- TP will provide a professionally crafted EPUB file using the above mentioned formatted file for uploading as part of a book package to Barnes and Noble and to Apple for eventual purchase by readers having a Barnes and Noble Nook or an Apple iPad, iTouch or iPhone or any reader having the ability to read the EPUB file format.
- TP will provide instructional material to assist the Author in establishing accounts with popular eBook publishing sites including Amazon (Kindle), Barnes and Noble (Nook) and Apple (iPad). Additionally, instructional materials and tools specific to uploading the manuscript, cover and ancillary material to populate book “pages” on these sites will be provide. Email support to assist in this process and provide technical support is also included. TP will also provide instructional material to assist the Author in online access to these accounts so that the Author can check on sales of their work and direct payment directly from these eBook publishers to the Author.
- TP will provide an ISBN number that associates your eBook with Telemachus Press. The Author may also provide an ISBN number that they have lawfully purchased should they desire to be the publisher of record.
- TP shall place the Author’s book in its online directory of Telemachus Press published works.

YOUR OBLIGATIONS:

In order for us to provide the highest quality of service to you, you agree to:

- Complete the enrollment into the SPARK program online at www.>>>>>>.
- Submit your completed text in its **final form** in MS Word (.doc or .docx) format. If you are in any way uncertain if your manuscript is in its final form, we are pleased to provide you with copy editors and proofreaders to assist you. Fees for these services are fully described in the Editing Services Attachment to the Telemachus Press Publishing Services Agreement. **To avoid additional expenses to you, it is very important that your manuscript is in a final edited form prior to the beginning of the publishing process. Edits to your manuscript will cause you to incur additional fees for labor and uploading. The fee for changes after submission of the manuscript is \$235. These fees cover rework and fees paid a second time to third parties. They will not be waived.**
- Agree to these terms and conditions by checking the box indicating your agreement on the enrollment web page.
- Communicate with TP production personnel by email on a timely basis.

FEES THAT YOU WILL INCUR:

Our charges per book title for eBook only are:

- \$795 USD due with enrollment into the SPARK program.

- Other charges may apply for post-production or post-publication change orders to your final manuscript. See above under Your Obligations section of this Appendix.