

Services and Distribution Agreement

Project No: _____

Payment Date: _____

This Services and Distribution Agreement includes and incorporates by reference those additional terms and conditions included in Service Orders, receipts, and communications from Us, as well as Our Privacy Policy, Legal Notice, Content Guidelines, submission and approval forms, and the terms of use governing the use of Our websites and the Author Assisted Tools (collectively referred to as the "Agreement"). As used in this Agreement, "We," "Our" and "Us" refers to Stellar Literary Press and Media LLC and its employees, agents, representatives, partners, parent and related entities and imprints, licensees, successors and assigns; "Contractors" refers to third party publishers, agencies, vendors, retailers, distribution channels, and suppliers with which We contract; and "You" and "Your" refers to the person or entity accepting this Agreement by signing below. The Agreement will continue in effect from the date it is first signed by You, until terminated as described below ("Term").

By signing this Agreement, You engage Us to provide certain creative, publishing, and editorial services ("Publishing Services"), marketing, and promotional services ("Marketing Services"), as well as book sale and distribution services ("Distribution") [collectively referred to as the "Services"], with the objective of publishing, selling and/or distributing a book, in print, digital, video, and/or audio format (the "Work"). The specific Services purchased by You may be purchased individually or bundled into a "Purchasing Package," and will be set forth in one or more separate "Service Orders." This Agreement applies to and governs all Services provided by Us while this Agreement is in effect, as well as any acts incidental to the fulfillment of the Services or other responsibilities under this Agreement or applicable law.

1. RIGHTS AND LICENSES

Stellar Literary Press and Media specifies its finished product into four categories of intellectual property: (1) Your Manuscript; (2) Our Work Product; (3) Our Property; and (4) Third Party Property.

Your Manuscript includes the text of the work, in its original form as submitted by the author and as edited by us during the fulfillment of editorial services purchased by the author, and graphics or other materials, all owned or authorized in writing by the owners to be submitted by the author that will be incorporated into the work. YOU (AND/OR THE PERSONS YOU ARE EXCLUSIVELY AUTHORIZED TO REPRESENT IN THIS AGREEMENT) WILL REMAIN THE SOLE AND EXCLUSIVE OWNER(S) OF ALL RIGHT, TITLE, AND INTEREST, INCLUDING COPYRIGHT, IN AND TO YOUR MANUSCRIPT AND THE FINAL PRODUCTS.

Our Work Product includes the materials and resources used to create your book design, book cover design, graphics, illustrations, and other content that we or our contractors create in the process of fulfilling the Services (with the exception of the text of the work). Our Property includes our imprint logos, imprint names, trademarks, barcodes, and ISBN's. We remain the sole and exclusive owner of all right, title and interest, including copyright, in and to Our Work Product and Our Property.

Third Party Property includes content that is owned by third parties that either we license, or you license or otherwise have permission to use in the work. If your use of Third Party Property is subject to any restrictions (such as a limit on the number of reproductions of an image), you are responsible to ensure that you comply with those restrictions. All right, title and interest in Third Party Property shall remain with the respective Third Party. Third Party Property licensed to us may be used only in the version of the work (in any format) that we create, and may not be removed or used in any other versions of the work or other products or materials.

During the Term of this Agreement and for the purpose of fulfilling the services availed for and of complying with our obligations under this Agreement, with respect to Your Manuscript and Third Party Property licensed to you for use in the work, You authorize, consent to and grant to us and our contractors the following:

- The worldwide rights and license to display, exhibit, reproduce, digitize, modify, license, and otherwise use the information that you provide to us about you (such as your name or chosen penname, image, likeness, appearance, voice, video footage, biographical and personal information, etc.), and information about the work (such as the title, your description of the work, excerpts and images from the work, etc.), in all materials created by us or on our behalf that incorporate any of the information above, in any format and in all media;
- The worldwide rights and license to send free review copies of the work to members of media and other potential book reviewers or book sellers, in our sole discretion.

- The worldwide rights and license to make excerpts or previews of the work available for preview on websites or via other media, including the websites of certain retailers such as Amazon, Google, and Apple, in Our sole discretion
- The exclusive, transferable, worldwide license to manufacture, store, use, display, execute, reproduce (in whole or in part), transmit, modify (for example, for formatting purposes or to create authorized derivative works), import, make, have made, offer to sell, print, publish, market, sublicense, distribute, and sell (individually or as part of compilations of collective works), and license for use via any subscription model or lending model, through all distribution channels available now or at a later time, in any language, in any format, and via any medium, now known or hereafter devised, selected in our sole discretion and consistent with the services you purchase.
- During the transition period of ninety (90) days after termination of this Agreement, the non-exclusive, worldwide license to engage in the activities set forth above
- The right and license to compile and use statistical information regarding sales of the Work For Internal Use Only.

After this Agreement is terminated, we grant to you a non-exclusive, worldwide license to manufacture, store, use, display, execute, reproduce, transmit, import, make, have made, offer to sell, print, publish, market, sublicense, distribute, and sell Our Work Product and Third Party Property provided by us only as it exists in the version of the work that was created by us. The re-sale of copies of the work purchased previously by you or by a third party is not subject to the terms of this Agreement.

2. FULFILLMENT OF SERVICES

Before we are required to complete fulfillment of the services, you must submit to us: (a) a fully completed Title Submission Form or other forms requested by us; (b) your manuscript; and (c) full payment for the services. We are not responsible for the loss of or damage to your manuscript while in transit or while in our possession. We are not obligated to preserve or return your manuscript or any other submitted materials to you.

You agree that we will suggest the price at which to sell the various formats of the work (“Suggested Retail Price”). PLEASE NOTE THAT THE SUGGESTED RETAIL PRICE IS NOT NECESSARILY THE PRICE OF THE WORK TO THE END CUSTOMER, WHICH IS SET BY THE RETAILER. YOU MAY NOMINATE A SPECIFIC PRICE AT YOUR OWN DISCRETION GRANTED THAT IT DOES NOT GO BELOW THE PRINTING AND BINDING COST.

Upon final approval of the work, we will make it available through our website and our contractors, consistent with the services availed for. The work may be sold individually in any format, or may be distributed in one or more of the following models: (i) divided with only certain portions of the work sold; (ii) combined, in whole or part, with other works and sold as part of a bundle; (iii) combined, in whole or in part, with other works and sold as part of a subscription service; or (iv) combined, in whole or in part, and sold as part of a lending service. We do not warrant that any particular contractor will offer the work for sale, as this is up to the sole discretion of the contractor, or that we will continue to use any particular contractor. If we receive a complaint from you or a third party regarding the work, we may discontinue the distribution of the work while we resolve the complaint.

You are responsible for the payment of shipping and handling fees applicable to the shipment of copies of the work to you, whether included with the service(s) or Publishing Package, provided free-of-charge, or otherwise purchased by you from us.

3. ROYALTIES

Royalties will be paid to you on all sales of the work, EXCEPT: (a) sales of used copies of the work; (b) sales of the work purchased by you; and (c) copies of the work given to any person or entity free of charge.

You will receive Royalties based on One Hundred Percent (100%) of the Suggested Retail Price for each sale of the individual work in print or audio format through one of our contractors; minus the following expenses:

- Printing Cost
- Distribution Cost
- Shipping and Handling

Royalties and total sales of the work are calculated on a calendar quarter basis. Royalties due will be paid within ninety (90) days after the end of each calendar quarter. We may accrue and withhold payment until the total amount of Royalties earned equals or exceeds seventy-five dollars (\$75). All held Royalties will be paid in full within ninety (90) after the end of each calendar year. Royalty payments may be reduced by any outstanding amounts you owe to us and are subject to garnishment. We reserve the right to determine or change the method of payment, in our sole discretion. Royalties may be subject to applicable tax requirements and withholding. You will

be solely responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity. In order to determine the appropriate amount of withholding, if any, you will provide us with all necessary information and documentation requested by us. If you fail to provide us with the proper documentation and information, we will withhold those amounts required to be withheld in compliance with the tax code or other governing laws and regulations, and will remit these amounts to the appropriate government agency. You have no right to seek reimbursement from us for such withholdings.

You are responsible for supplying and maintaining with us complete and current personal information, including, but not limited to, your name, address, telephone number, email address, bank information, and tax information. We are not liable for any damages related to delays or failure to receive notices, tax documents, Royalty payments or other information resulting from your failure to maintain accurate current and complete personal information with us. We reserve the right to place a hold on payment of Royalties if a check is returned because the mailing address you have provided us is no longer accurate or an electronic payment is rejected because the bank information you have provided us is no longer valid. We will continue to hold the Royalties until you provide us with accurate address and bank account information.

4. TERMINATION & REFUNDS

The author has the right to modify, reject, cancel or stop any and all plans or work in process. However, author must agree to reimburse Stellar Literary Press and Media for all costs and expenses that Stellar Literary Press and Media incurred prior to the author's change in instructions, and which relate to non-cancelable commitments, and to defend, indemnify and hold the company harmless for any liability relating to such action. Stellar Literary Press and Media and the author agree to use their best efforts to minimize such costs and expenses.

Prior to submission of raw advertisement materials

- 0-15 calendar days after the purchase: 100% of purchase price, less \$350 or 50% of the purchase price, whichever is greater
- 16-30 calendar days after the purchase: 75% of purchase price
- More than 30 calendar days after the purchase: No Refund

After submission of raw advertisement materials but prior to final approval

- After the submission of your raw advertisement materials but before design work begins: 50% of purchase price
- After design work begins but prior to final approval: 75% of purchase price
- Prior to Submission of your raw advertisement materials rules still applies

After the author has given final approval of the Work

- No Refund

5. PERIOD OF AGREEMENT AND NOTICE OF TERMINATION

This Agreement shall become effective based on the Date and Timestamped and shall continue until terminated by either party upon not less than 60 days' notice in writing given by either party to the other.

6. TERMINATION FOR CAUSE

Either party to this Agreement may terminate the Agreement if the other party defaults in the performance of any of its material duties and obligations and the default is not cured within thirty (30) days of the receipt of notice of said default, or if the default is not reasonably curable within said period of time, unless the defaulting party commences cure within said period of time and diligently proceeds to cure the default.

In addition, either party may immediately terminate this Agreement by giving written notice to the other party if the other party is insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction, if the other party makes an assignment for the benefit of creditors, if a trustee or similar agent is appointed with respect to any property or business of the other party, or in the case of the Author, if the Author materially breaches its obligations to make payment pursuant to this Agreement.

7. PAYMENT FOR NON-CANCELABLE MATERIALS

Any non-cancelable materials, services, etc., Stellar Literary Press and Media and the author have properly committed to purchase for the author's account, (either specifically or as part of a plan such as modules, photography and/or external services) shall be paid for by the author, in accordance with the provisions of this Agreement. Stellar Literary Press and Media and the author agree to use their best efforts to minimize such liabilities immediately upon written notification from the author. Stellar Literary Press and Media will provide written proof, upon request of Author that any such materials and services are non-cancelable.

8. MATERIALS UNPAID FOR

If upon termination there exist any materials furnished by Stellar Literary Press and Media or any services performed by us to which the author has not paid us in full, until such time as the author has paid us in full, the author agrees not to use any such materials, in whole or in part, or the product of such services.

9. TRANSFER OF MATERIALS

Upon termination of this agreement, provided that there is no outstanding indebtedness then owing by You to Stellar Literary Press and Media, We shall transfer, assign and make available to You all property and materials in its possession or control belonging to You. You agrees to pay for all costs associated with the transfer of materials.

10. REPRESENTATIONS AND WARRANTIES

You represent and warrant the following:

- You are either the sole author and sole owner of all copyrights, or you are exclusively authorized in writing to represent all coauthors owning all copyrights to your manuscript, or your manuscript is a work for hire and you own all copyrights in it;
- You are either the owner of or you have secured permission to use any Third Party Property that you give to us to include in the work, and you can provide proof of such permission if requested;
- Your manuscript and the work do not: (i) infringe on any copyright or other intellectual property rights; (ii) violate any right of privacy, publicity or other personal or property right whatsoever; (iii) contain any libelous matter or matter otherwise contrary to law; (iv) contain a recipe, formula, or instruction that may be injurious to the user; or (v) contain any information of a third party deemed private by applicable law (such as social security numbers, dates of birth, or private financial or medical information);
- All statements in your manuscript or the work asserted as facts are based on your careful investigation and research for accuracy;
- There have not been and are not now any pending or, to your knowledge, threatened claims, litigation, or other proceedings pending against you with respect to the content or title of your manuscript or the work or other claims based on any facts that would constitute a breach of any of your representations and warranties;
- All information in your manuscript or that you submit or communicate to us is accurate; and you will immediately notify us to update and/or correct any information which becomes inaccurate.

11. DISCLAIMER OF WARRANTIES

SALES ARE NOT GUARANTEED. WE CANNOT CONTROL THE SUBJECTIVE PURCHASING DECISIONS OF CONSUMERS OR BOOKSELLERS. WE CANNOT AND DO NOT GUARANTEE SALES OF THE WORK. WE MAKE NO GUARANTEES OR PROMISES AS TO THE MINIMUM SUCCESS OF THE SERVICES OR THE AMOUNT OF BOOK SALES WHICH MAY RESULT FROM ANY OR ALL OF THE SERVICES. GENERAL DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY WARRANTIES OR REPRESENTATIONS EXPLICITLY SET FORTH IN THIS AGREEMENT, WE MAKE NO OTHER WARRANTY, AND EXPLICITLY DISCLAIM ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM OR USAGE IN THE TRADE, OR OTHERWISE) WITH RESPECT TO THE SERVICES, OR ANY PART THEREOF, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS, OR SUITABILITY FOR A PARTICULAR PURPOSE, WHETHER OR NOT WE KNOW, HAVE REASON TO KNOW, HAVE BEEN ADVISED, OR ARE OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WARRANTY OF TITLE, AND WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

Note: The standard turn-around time for publishing a book from raw materials is usually 3-4 months. For book republication, it may take 1 to 2 months depending on how responsive you are during the production period.

12. REMEDIES; LIMITATION OF LIABILITY

We are not liable for any damages related to a contractor's failure to remove an excerpt or preview of the work or update the version of the work subject to this Agreement during its term, provided that we have given notice of the requested change to such contractor. We will not be liable to you for copyright infringement, or in any other way, for the failure of a retailer or contractor to cease the production, sale and distribution of the work to remove an excerpt or preview of the work after this Agreement is terminated, provided that we have given notice of the requested change to such contractor. We will continue to pay Royalties for any sales made by us or our contractors after the termination of this Agreement.

In the event that we publish the work in any format other than the format selected and purchased by you, your sole remedy will be payment of any Royalties on any sale of the work in the non-selected format and upon written notice from you, we will request our contractors to delist such version. The parties intend that the payment of Royalties if a sale of the work occurs after this Agreement is terminated or if the work is published in a nonselected format constitutes Liquidated Damages and compensation, but not a penalty. The parties acknowledge and agree that any harm to you caused by the publication of the work in a non-selected format or a sale of the work after this Agreement is terminated would be impossible or very difficult to accurately estimate at the time of making of this Agreement and at the time of such event occurs, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise. Our payment of the Liquidated Damages is our sole liability and entire obligation, as well as your exclusive remedy if such a sale or publication occurs.

The exclusions and limitations in this section will not apply to damages or other liabilities arising out of our or our contractors' gross negligence or willful or intentional misconduct.

COMPLETE AGREEMENT

This written contract is deemed as the sole and entire agreement between Stellar Literary Press and Media and the Author.

By proceeding to sign thru "DocuSign" you are providing your electronic signature and conforming to complete this agreement. You certify that you are over the age of eighteen (18) and/or You certify that this form is accomplished by you with accompanied legal aged parent/guardian.

Author Signature

Date Signed