

CrossLink Publishing Contract with Authors



1. Date: May 1, 2008

2. Parties: CrossLink Publishing (a division of CrossLink International, Rapid City, SD) and Author as follows:

3. Rights Granted: Author grants to CrossLink Publishing ("CrossLink") the worldwide exclusive license to an unpublished work ("the Work") submitted by Author for publishing. Author's grant to CrossLink includes:

(a) All rights that Author has or may have in the future under copyright laws of the United States of America and all foreign countries.

(b) The exclusive rights to reproduce, prepare derivative works based on, distribute copies of, display, perform, print, publish and sell the Work in all media of expression and to authorize and sub-license others to exercise these exclusive rights.

(c) This right to prepare derivative works shall include, without limitation, the rights to create and exploit digests, abridgments, condensations, selections, quotations, computer disk and CD-ROM disk versions, translations and novelty and commercial items and materials derived from the Work.

(d) A worldwide non-exclusive right and license to use Author's name, likeness, voice, signature, photograph, and biographical sketch in connection with the sale of the Work or of any rights granted under this Agreement. Author shall cooperate with CrossLink in promptly providing CrossLink, upon request, with suitable biographical sketches and photographs for such promotional purposes.

4. Copyright CrossLink Publishing shall have the exclusive right to take out copyright of the Work in the name of CrossLink Publishing Company in the United States of America and in other countries, and to renew copyright of the Work to the extent permitted by law. Author will, upon the request of CrossLink, perform all acts necessary to effect and protect the copyright and renewals thereof.

5. Author shall deliver to CrossLink:

(a) A complete copy of the Work in electronic format specified by CrossLink.

6. Protection from Loss. CrossLink will use the same care in protecting the manuscript and other materials supplied by Author as is CrossLink's customary practice in protecting similar materials in its possession. CrossLink is not liable for damages resulting from the loss or destruction of any material supplied by Author.

7. Permissions Required. The work shall contain no material from other copyrighted works without the written consent of the owner of the copyrighted material. Consent shall be obtained in writing by Author and documented within the CrossLink manuscript submitted. If sufficient permission is not

obtained by Author, CrossLink will assess any fees associated with obtaining the permissions required against the Author.

8. Acceptance of Manuscript. Within 7 business days after delivery of the complete manuscript CrossLink shall notify Author by email of its acceptance or rejection of the Work. If the material is not in final format or requires editorial review to publish, CrossLink may at its sole discretion grant conditional acceptance and provide resources to assist the Author at his/her expense.

9. Editing the Work. The Work shall be subject to editing and alteration by CrossLink at the original printing and at any reprinting; provided however, that any editing or alteration shall not materially change the nature or otherwise materially alter the intent of the Work taken as a whole.

10. Corrections and Alterations. CrossLink will send to Author for approval a final copy of the book before publication. Author is solely responsible for the completeness and accuracy of corrections. All costs of Author's corrections and alterations exceeding ten percent of the cost of printing will be borne by Author and may be deducted from the royalty payments due to Author.

11. Fair Competition. While the Work is in print and offered for sale by CrossLink, Author will not, without CrossLink's prior written permission, publish or authorize the publication or exploitation of any other work or intellectual property that is based on the Work or material in the Work, or that would adversely affect the sale of the Work or any rights granted CrossLink under this Agreement.

12. New and Revised Editions Author agrees to prepare and deliver the manuscript and auxiliary materials for new and revised editions of the Work if and when requested to do so by CrossLink. Each new and revised edition shall be deemed to be covered by this Agreement to the same extent as if it were the Work. In the event of Author's death or failure for any other reason to prepare and deliver such manuscript and auxiliary materials for a new or revised edition within a reasonable time after request, CrossLink may, at CrossLink's option, either:

(a) Make arrangements for the preparation of a new or newly revised edition as CrossLink shall consider appropriate and may charge the reasonable cost thereof to Author or,

(b) Terminate this Agreement, reserving, however, any rights that CrossLink may then have hereunder. In any such event, CrossLink shall have the right to use or license others to use, with or without Author's name, any or all of the Work in any new or revised editions thereof. If CrossLink elects to produce a new or revised edition or editions after termination of this Agreement, the royalty due Author on the new or revised editions will be one-half of the rate prescribed in this Agreement for five years from date of publication of the new or revised edition. Thereafter, no royalty will be due on new or revised editions. In the case of death or failure of one or more but less than all multiple authors to deliver such manuscript and auxiliary materials for a new or revised edition within a reasonable time after request from CrossLink, the Author or Authors deceased or failing to prepare the new or newly revised edition shall be subject to the provisions of this paragraph as if the sole Author of the Work.

13. Publication of the Work. CrossLink will publish the Work within 2 months after acceptance of the completed manuscript. CrossLink shall have the right:

(a) To publish the Work in the style it deems most suitable.

(b) To fix or alter the title and prices at which the Work shall be sold.

(c) To determine the method and means of advertising and selling the Work, the number and recipients of free copies to be distributed, date of publishing, form, style, size, type, paper to be used and like details.

(d) To decide how long plates or negatives shall be preserved, when they shall be destroyed, and if and when reprints shall be made.

16. Author Copies. CrossLink will furnish two copies of the published work to Author without charge. Should any more copies be desired by Author they shall be supplied at a 30% discount from the retail trade price, not including shipping.

17. Royalties. CrossLink will pay Author, in full compensation for the rights granted hereunder, royalties based on the proceeds from the sale of the Work. Royalties shall be computed on the purchase price charged by CrossLink. Royalties shall be computed and shown as follows:

(a) On copies of a hard cover trade edition (other than those falling under (c) though (e) below): 15%.

(b) On copies of a soft cover trade edition (other than those falling under (c) though (e) below): 10%.

(c) On copies sold at discount and on foreign sales: 7-1/2%.

(d) On copies sold below the manufacturing cost plus royalty, no royalty shall be paid.

(e) No royalty will be paid on damaged, obsolete or overstock copies destroyed or given away or on good copies given away for promotional purposes, or those distributed on open account which became uncollectible.

(h) Where CrossLink is required by contract or otherwise to accept new or used books in exchange, the exchange allowance shall be taken into account in calculating Author royalties.

18. Royalty Payments CrossLink Publishing will render semi-annual reports of the sale of the Work no later than August and February of each year, covering the six months' period ending the prior December 31 and June 30 of each year. CrossLink Publishing will send royalty checks in March and September following the end of each reporting period for any balance shown to be due.

19. Author Warranty. Author warrants that he/she is the sole author of the Work; that he/she is sole owner of all rights granted to CrossLink by this Agreement; that he/she has not previously assigned, pledged or otherwise encumbered those rights or the Work; that he/she has full power to enter into this Agreement, that except for brief excerpts or passages for which Author has obtained permissions the Work is, in its entirety, original, has not been published before and is not in the public domain; that the

Work and the use thereof does not violate any right of privacy or publicity nor is the Work libelous or obscene; that the Work and use thereof does not infringe on any statutory or common-law copyright, trademark right or any other personal or proprietary rights of any person; and that any algorithms, formulas and instructions contained in the Work are not injurious to the user.

20. Indemnity. In the event of any claim, action, or proceeding based on an alleged violation of any of the foregoing warranties:

(a) CrossLink shall have the right to defend the same through counsel of its own choosing.

(b) No settlement shall be effected without the prior written consent of Author, which consent shall not be unreasonably withheld.

(c) Author shall hold CrossLink, sellers and licensees of the Work harmless against any losses, damages, judgments, settlements, awards and expenses (including, without limitation, attorney's fees and costs) sustained. However, if any such claim, action or proceeding is successfully defended, Author's indemnity hereunder shall be limited to 50 percent of the expense (including, without limitation, reasonable attorney's fees) attributable to such defense or settlement. However, such limitation of Author's liability shall not apply if the claim, action or proceeding is based on actual or alleged copyright infringement. Until any claim, action or proceeding is withdrawn, CrossLink may withhold any sums otherwise due Author.

21. Further Documents. Author will promptly execute all additional documents to substantiate, confirm and carry out the terms and conditions of this Agreement.

22. Assignment. CrossLink may assign this Agreement or any interest herein to any person. Author may assign the right to receive royalties that become due after giving notice to CrossLink of the assignment made.

23. Out of Print. When in the judgment of CrossLink the public demand for the work is no longer sufficient to warrant its continued manufacture, CrossLink Publishing may discontinue further manufacture and destroy any and all plates, negatives, books and sheets without any liability in connection therewith to Author, after first, in writing, offering to transfer to Author the Work and the copyright at no cost to Author. When so transferred, all rights granted under this Agreement shall revert to Author.

24. Option to Publish. Author grants to CrossLink the opportunity to publish his next two works, under the same terms as those contained in this Agreement. Whenever Author develops a new work (for his next two works), he shall promptly give written notice thereof to CrossLink and accompany this notice with a detailed outline, synopsis and the text of the Work's first two full chapters. CrossLink shall have 60 days from receipt of Author's notice to give notice of CrossLink's election to publish, in which case the Work will be published under the terms and conditions of this Agreement, except as to those terms and conditions which must by necessity be changed, such as the date of the Agreement, date of

delivery, number of authors, etc. However, if any such Work is less than 50,000 words total length, CrossLink may reject such work without forfeiting one of its options to the next two works.

25. South Dakota Law Applies. This Agreement shall be governed by the laws of the State of South Dakota, whose federal and state courts shall be the exclusive forum for any suits, claims or proceedings hereunder. This Agreement shall bind and benefit the heirs, successors, assigns and personal representatives of the parties thereto. If any term or provision of the Agreement is illegal or unenforceable, then all other terms and conditions shall remain in full force and effect and such term or provision shall be deemed deleted, limited or curtailed to such extent as is necessary to make it legal or enforceable.

26. Complete Agreement. This Agreement represents the complete understanding between the parties as to its subject matter and supersedes all prior understandings, if any, as to its subject matter. No modification or amendment, nor any promise, waiver or representation (past, present or future) shall be valid or binding unless made in writing and signed by the party to be bound thereby.

27. Settlement of Disputes. Any disputes between the parties shall be settled by binding arbitration at Pennington County, South Dakota, to be conducted by the American Arbitration Association in accordance with its commercial rules. The arbitrator's award, which shall be final, may be entered as a judgment in any court of competent jurisdiction. In all court proceedings between the parties, such as a court proceeding to enforce a binding award, the prevailing party shall be entitled to its reasonable attorney's fees and costs in addition to any other relief to which it may be entitled. Notwithstanding the foregoing, all claims involving amounts within the monetary jurisdiction of the Small Claims Division of the Municipal court of Rapid City, Pennington County, South Dakota, will be resolved in that court without resort to arbitration.

28. Arms-Length Transaction This Agreement shall be deemed to have been authored and drafted by all parties after consultation with their respective counsel, in an arms-length transaction, so that any interpretation thereof shall not be against any particular party on the grounds that it was the sole author of this Agreement.

29. Execution Executed at Rapid City, South Dakota, May 1st, 2008.