



This **PUBLISHING LICENSE AGREEMENT** (the "Agreement"), is made and entered into as of **September 9 2022** (the "Effective Date"), between **SHE WRITES PRESS, INC.**, a Delaware corporation ("Publisher"), with principal offices at 1569 Solano Ave #546, Berkeley CA 94707, and **Sandra Schnakenburg** an individual ("Author"), with an address of [REDACTED]. From time to time, Publisher and Author shall collectively be referred to herein as, the "parties" and individually as, a "party".

In consideration of the terms and conditions set forth herein, the parties agree as follows:

1. With respect to the publication of **Puzzle** and together with all revisions, versions, derivative works, erratas, and reproductions, in all languages, of such work, (collectively, the "Work"), the following shall apply:

(a) Author hereby grants to Publisher a transferable, sublicenseable, assignable, worldwide, exclusive license to (i) use, (ii) publish, and (iii) create derivative works of, and (iv) sell, in whole or in part, the Work in hardcover, paperback, audio, and ebook formats (the "License"), all of which may be done under Publisher's own imprint or name.

(b) The parties agree, understand, and acknowledge no copyright or other ownership interest in the Work is transferred to Publisher.

(c) The License granted by Author hereunder is a grant solely and exclusively to the Publisher of the Work and all rights in the Work, its title, parts, and all versions and revisions of the Work that are now in existence or are created hereafter and all of its derivative works throughout the world, in all languages, for the term of the copyright of the Work.

(d) Subject to the terms of this Agreement, this License includes, but is not limited to, the exclusive right to reproduce, print, distribute, market, promote, publish, sell, sub-license, broadcast, or transmit, in all-channels of distribution, the Work and its derivative works, in whole or in part, in print and digital forms and formats, in all versions and forms of media, now known or hereafter developed, including without limitation, by any electronic or electromagnetic means or analog or digital signal, or on any human or machine readable medium, including as part of an electronic database, and to sublicense third parties to exercise any and all such rights, all of which may be exercised by Publisher in its sole discretion; provided, however, the Author may submit to Publisher specific requests for the production, publication, and distribution of the Work, which requests may be honored and performed in the sole discretion of the Publisher and may require an advance payment from the Author as provided in Section 3.

2. Publisher shall perform certain services set forth on Exhibit A, attached hereto and made a part hereof (the "She Publishes Services"). In exchange for the performance of the She Publishes Services by Publisher, Author shall pay Publisher Seven Thousand Five Hundred Dollars (\$7,500.00) (the "She Publishes Service Fee") in two (2) equal installments, as follows: (i) \$3750.00 due on the Effective Date (the "Stage 1 Fee"); and (ii) \$3750.00 due three months prior to the established Publication date of the Work (the "Stage 2 Fee"). For the purposes of this

Agreement, "Publication" shall mean the initial publication of Work in any format, as determined by Publisher in its sole discretion. Notwithstanding anything to the contrary contained in this Agreement and for the avoidance of doubt, the She Publishes Service Fee does not include the Trade Account Returns Processing Fees, the Warehousing Fees, the Destruction Fees, the Direct Fulfillment Fees (each as defined below) or any related processing or shipment fees, or any other fees as otherwise set forth in this Agreement.

3. If Publisher determines that advance payment is required for Publisher's performance of additional services in connection with the Work, which services are not included in the She Publishes Services, Publisher shall deliver a Statement of Work, in substantially the form attached hereto as Exhibit B, to the Author detailing (i) the additional services ("Additional Services"), and (ii) Publisher's hourly or flat rate for the performance of such Additional Services (collectively, the "Statement of Work"). If the Statement of Work is approved by the Author in writing, the Author shall pay Publisher the hourly or flat rate as provided in the Statement of Work in exchange for the performance of the Additional Services by Publisher. The Additional Services Fee shall be paid by the Author to the Publisher within thirty (30) calendar days of the date of Publisher's invoice to the Author, and such invoice shall indicate the hours worked and a description of the work performed.

4. The term of this License is for the term of the copyright of the Work and shall commence on the Effective Date and continue thereafter unless earlier terminated as provided in Section 5 below (the "Term").

5. Either party may terminate this Agreement at any time for any reason upon thirty (30) days' written notice to the other party.

(a) Upon such termination, all rights granted by Author to Publisher under the License shall revert to Author, subject to the Publisher's continued participation, to the extent provided, in any sublicenses granted by Publisher in accordance herewith; provided, however, that upon the termination of any such sublicenses (if any), all existing rights granted by Author to Publisher under the License shall revert to Author. Upon the reversion of rights granted by Author to Publisher under the License, Author will have the right to publish the Work elsewhere.

(b) In the event Author terminates this Agreement, (i) prior to approval of the Cover Design, Publisher will return to the Author the Stage 1 Fee minus any fees, expenses, and costs incurred by Publisher for any design or editorial work performed in connection with the Work ("Actual Costs"); (ii) after approval of the Cover Design, but before Publication, Publisher will return to the Author 20% of the Stage 1 Fee, plus the Stage 2 Fee paid to Publisher; or (iii) after Publication or one (1) year after the Publication Date, whichever occurs first, the She Publishes Service Fee paid to Publisher shall be considered earned in full, and no refunds shall be issued.

(c) In the event Publisher terminates this Agreement prior to Publication, Publisher will return to the Author any portion of the She Publishes Service Fee paid to Publisher up to the point of termination, minus the Actual

Costs. If Publisher terminates this Agreement after Publication or one (1) year after the Publication Date, whichever occurs first, the She Publishes Service Fee paid to Publisher shall be considered earned in full, and no refunds shall be issued.

6. In consideration for the rights granted hereunder, Publisher shall pay Author the following royalties as set forth below:

(a) Publisher shall pay Author a royalty equal to 60% of Modified Net Cash Flow from the Sale (as defined below) of the Work in any format other than digital book formats, (the "Standard Royalty").

(b) Publisher shall pay Author a royalty equal to 70% of Net Cash Flow from the Sale of the Work in digital book formats (the "Digital Book Royalty")

(c) Publisher shall pay Author a royalty equal to 50% of Net Cash Flow from the Disposition (as defined below) of the Work ("literary Rights Royalty" and together with the Standard Royalty and Digital Book Royalty, the Royalties).

(d) For the purposes of this Agreement, (i) "Modified Net Cash Flow" shall mean the monies actually received by the Publisher from the Sale of the Work, less returns and returns fees, a reasonable reserve for estimated returns, and any other operating costs directly related to the Work (excluding commissions or distribution fees charged by our distributor or other agent in connection with its distribution of the Work to wholesale, retail, special, and third party accounts (collectively, "Trade Accounts")); (ii) "Net Cash Flow" shall mean the monies actually received by the Publisher from the Sale or Disposition of the Work, less commissions, distribution fees, returns or returns fees, any other operating costs directly related to the Work, and a reasonable reserve for estimated returns; (iii) "Sale" the purchase and sale of each copy of the Work; and (iv) "Disposition" shall mean the lease, licensing, sublicensing or other disposition of the rights granted to Publisher by Author in this Agreement, including foreign rights and film and television rights.

(e) Any reserve against returns withheld by the Publisher in a given Settlement Period (as defined below) (i) shall be based on Publisher's reasonable expectation of sales and returns for such Settlement Period and (ii) shall be reconciled after twelve months and added to balance due to Author in the next Settlement Period.

(f) To the extent a non-damaged, but saleable copy of the Work is returned from any Trade Account, such non-damaged, but saleable copy of the Work will be (i) subject to a Trade Account Returns Processing Fee (as defined on Exhibit A attached hereto); and (ii) returned to saleable inventory. Any copies of the Work that are deemed "hurt" will be destroyed and Author will not be charged fees in connection with such destruction. Publisher will not deliver, and Author will not be entitled to obtain, any copies of the Work deemed "hurt."

7. Publisher shall furnish Author with an electronic royalty statement ("Royalty Statement") for each calendar quarter no later than 75 days following the last day of the calendar quarter then ended; provided, however, any

balance due to Author under this Agreement (if not sooner paid to Author) shall be paid by Publisher to Author on or about March 31 and September 30 of each year for the six-month period ("Settlement Period") ending in December and June of each year respectively. To the extent Publisher does not pay the balance due to Author under this Agreement by April 21 or October 21 of each year, respectively, Publisher shall pay Author a one-time late fee of \$100 for each late payment. Publisher shall provide the following information with each Royalty Statement: gross units sold; gross sales amount, units returned, unit return fees, returns amount, units hurt, net units sold, net/list sales; royalty rate; royalty earnings; total royalties earned this period; advances and expenses; and any other information the Author may reasonably request on the basis that it is required in order to ascertain the accuracy of accountings rendered.

8. Author agrees to the following deliverables:

(a) Notwithstanding anything to the contrary contained in this Agreement, Publisher shall be under no obligation to perform the She Publishes Services hereunder until Publisher receives from Author one (1) copy of the Work in the format agreed upon by the parties. Author will retain at least one copy of the Work delivered to Publisher under this Agreement. Publisher may request reasonable modifications to the Work, in which event Author agrees to revise and resubmit the Work, or portion(s) of the Work, within the reasonable period of time requested by Publisher.

(b) When Publisher sends Author proofs or other versions of the Work, Author agrees to read and correct them and promptly return them to Publisher. If Author does not return corrected proofs of the Work to Publisher within a reasonable time period to be mutually agreed upon by Publisher and Author, such material will be considered approved as is. Author agrees to be responsible for the completeness and accuracy of corrections and to bear the cost of alterations of the proofs or other version of the Work (other than those resulting from printers or other production errors) and agrees to pay Publisher an hourly rate equal to \$50 in connection with any such alterations of the proofs or other versions of the Work, which fee is in addition to the She Publishes Service Fee.

(c) In addition to the items set forth in Exhibit A attached hereto, Author agrees to furnish the following items as part of the Work: information for the title page; a preface; a table of contents or its equivalent; and all photographs, artwork and other illustrations, with captions, as requested by Publisher.

(d) If to protect the Work or the rights granted to Publisher, Publisher requests that Author sign documents confirming the grant of rights in this Agreement, suitable for filing with the U.S. Copyright Office, Author agrees to do so.

9. Author represents and warrants the following: (a) Author has full authority to enter into this Agreement; (b) the Work is original; (c) the Work is not subject to any existing publishing agreement or any other right to publish the Work, and has not been registered for copyright or assigned to anyone else; (d) Author is the sole owner of the Work; (e)

Author has identified any material used in the Work, which is in the public domain; (f) Author has identified, and has obtained permission for, material used in the Work that is from other copyrighted works; (g) Author is not currently working on any project which may compete with or lessen the value of the Work; (h) execution and delivery by Author of this Agreement will not (with or without notice or lapse of time) conflict with, or result in a breach or violation of the terms or conditions of, or constitute a default under, any contract or agreement, to which any Work is subject; and (i) the Work, and any part of the Work, does not infringe any copyright or violate any proprietary rights or rights of publicity or privacy, or contain any scandalous, libelous, or unlawful matter or any formula or instruction that is injurious to a person or property. These representations and warranties also apply to other items furnished by Author pursuant to this Agreement. Author agrees to indemnify, defend, and hold harmless Publisher and its grantees and agents for, from, and against any demand, claim, suit, action, proceeding, cost, damages, and expenses, including reasonable attorneys' fees, arising from any breach or alleged breach of these representations and warranties or from Publisher's efforts to resolve or avoid the claim. If Author obtains knowledge of a claim, Author agrees to send prompt notice of it to Publisher. Author agrees that Publisher will have the right to assume and control the defense and settlement of any such claim, and until such claim or suit has been settled or withdrawn, Publisher will have the right to withhold a reasonable amount to cover such claims from any sums due to Author. Author agrees to cooperate with Publisher, its insurers and attorneys, and provide reasonable assistance in defending against any such claim. The representations, warranties, and indemnities contained in this Section 9 will survive termination of this Agreement.

10. Publisher and Author agree and acknowledge that Publisher cannot guarantee any certain results from the performance of services by Publisher under this Agreement.

11. Publisher shall register the copyright of the Work in the United States within six months of the date of the initial publication of the Work. Publisher will place a copyright notice on all versions of the Work, using the year of first release if no other information is available.

12. If Author wishes to include in the Work any original unpublished material of any kind created by anyone other than Author, Author agrees to provide to Publisher a proper written grant from an authorized person granting Publisher the same rights to that material as Author has granted to Publisher for the Work. If any material from another published work protected by copyright is incorporated into Author's Work, Author agrees to provide to Publisher, with Author's final manuscript, written grants satisfactory to Publisher to use that material ("Permissions"). Author agrees to obtain and pay for all these rights that must be granted to Publisher.

13. Author agrees that with respect to the Work, Publisher shall have the right to: (a) edit the Work, provided that the meaning of the text is not materially altered; (b) publish the Work in one or several volumes and in a style deemed suitable by Publisher as to paper, printing, and binding, under Publisher's name and/or under any of

Publisher's imprints; (c) decide on the formats and media in which to publish the Work; (d) fix or alter the wording, format, and style of the title, interior design, packaging and/or cover presentation and the prices at which the Work shall be sold and the quantities printed or produced; and (e) work with the Author to determine the methods and means of advertising and marketing of the Work (if any advertising or marketing services have been purchased by the Author) and to determine the means of distributing and selling the Work. Notwithstanding anything to the contrary contained in this Agreement, Author shall have final approval rights over the final text, cover presentation, cover copy, interior design, and title of the Work. The Author agrees that Publisher, in its sole discretion, may use and authorize the use of the Author's name, pre-approved likeness, pre-approved photograph, and pre-approved biographical data in connection with advertising, publicizing, sub-licensing, and promoting the Work.

14. Author will pay up front for the manufacturing costs of all printed books, including Advance Reader Copies, and will be responsible only for shipping costs when any orders are placed directly through the Publisher.

15. If Publisher considers it in the best interests of the Work to publish a revision, Author agrees to revise the Work, or any part of the Work, as requested by Publisher and in accordance with the schedule requested. Except as specified in this Section 15, the provisions of this Agreement shall apply to each revision of the Work, as though that revision were the Work being published for the first time under this Agreement.

16. The parties agree to the following with regard to royalty accounting matters:

(a) If the balance due to Author hereunder for any Settlement Period is less than \$100.00, Publisher will make no accounting or payment until the next Settlement Period at the end of which the cumulative unpaid balance equals at least \$100.00.

(b) Publisher may deduct from any amounts due to Author hereunder or under any other agreement, any sum that Author may owe Publisher hereunder or under any other agreement.

(c) No Royalties or other payments will be due to Author with respect to any copies of the Work, or any part of the Work, Publisher furnishes to others, or posts online, for the purpose of promotion, publicity or for any other similar purpose that Publisher deems appropriate, or for any copies of the Work, or any part of the Work, Publisher sells at a price below manufacturing cost, or for any not-for-profit publication, recording, photographing, microfilming, and creation of special editions, in Braille or other media for use by or sale to the physically, mentally, or visually handicapped or disabled.

(d) Should the Author be carrying a negative balance over three consecutive quarters, Publisher shall invoice the Author for monies due. In the event that the Author refuses to pay, Publisher reserves the right to terminate the contract and declare the Work out of print.

(e) Publisher will maintain relevant records with respect to any Royalty Statement Publisher provides to

Author hereunder for a two-year period from the date of the Royalty Statement. Royalty Statements will be final and binding upon Author unless, within two years from the date of the Royalty Statement, Author objects to such Royalty Statement in a writing which states the specific objection and the basis for such objection.

(f) Upon five (5) business days' advance written notice from Author to Publisher, Publisher shall allow Author's agent to audit, during normal business hours, the Publisher's relevant records with respect to any Royalty Statement that is no more than two years old. If, as a result of such audit, the royalty due to the Author for the respective portion of the Settlement Period covered by such audited Royalty Statement is greater than 110% of the royalty paid to Author for such portion of the Settlement Period, the expenses of the audit shall be borne by Publisher. In all other cases, the expenses of the audit shall be borne by the Author.

17. Commencing on the first day of the month following the one year anniversary of the Publication Date and continuing on the first business day of each month thereafter, Author shall be charged a monthly Warehousing Fee (as defined on Exhibit A attached hereto) for each copy of the Work that is deemed Excess Inventory; provided, however, Author may, at any time after the one year anniversary of the Publication Date, (a) elect in writing to have shipped any copies of the Work deemed to be Excess Inventory, or (b) direct the Publisher in writing to destroy each copy of the Work that is deemed Excess Inventory, and pay Publisher a Destruction Fee (as defined in Exhibit A attached hereto) for each copy of the Work destroyed as provided in this Section.

For purposes of this Agreement, "Excess Inventory" shall mean each copy of the Work held by Publisher, its distributor, or its other agent that is in excess of the number of copies of the Work sold by Publisher, its distributor, in the immediately preceding twelve calendar month period.

18. Author agrees to pay all fees, costs, and expenses due and owing to Publisher in accordance with the terms of this Agreement. If Author does not pay, in full, the amount due and owing to Publisher (as set forth in an invoice from Publisher to Author) within thirty calendar days from the invoice date, Author will be assessed, and Author agrees to pay, a late-fee equal to 1.5% per month on the outstanding balance until such outstanding balance is paid in full.

19. Publisher (or any of its affiliates) shall have the right to offset any amounts owed or due to Publisher (or any of its affiliates) by Author under this Agreement or any other agreement between Author and Publisher (or any of its affiliates) against any amount owed by Publisher (or any of its affiliates) to Author under this Agreement or any other agreement between Author and Publisher (or any of its affiliates).

20. During the Term of this Agreement, Author agrees not to publish or furnish to any other publisher any work on the same subject matter of the Work which will, in the Publisher's judgment, conflict or interfere with the Publisher's sale, distribution, or use of the Work, under this Agreement.

21. This Agreement, together with any Addenda Exhibit(s), and Statements of Work annexed to it, constitutes the entire understanding of the parties relating to its subject matter and shall not be changed or amended in whole or in part except by a writing signed by the parties. No waiver or breach of any term or condition of this Agreement shall be deemed a waiver of any other term or condition or any other breach. No course of dealing between the Publisher and the Author and no delay or failure of a party in exercising any rights shall operate as a waiver of that party's rights. Publication and payments to the Author shall not constitute or imply any waiver of the Author's warranties or obligations or the Publisher's defenses, rights, or remedies.

22. THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED ACCORDING TO THE LAWS OF THE STATE OF ARIZONA AS IF EXECUTED AND FULLY PERFORMED IN ARIZONA, BUT WITHOUT REGARD TO THE STATE'S PRINCIPLES OF CONFLICTS OF LAWS. EXCLUSIVE JURISDICTION OVER ALL DISPUTES ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE IN THE FEDERAL AND STATE COURTS OF THE STATE OF ARIZONA LOCATED IN MARICOPA COUNTY. This Agreement is binding on the parties, their heirs, successors, permitted assigns, and personal representatives. Author may not assign this Agreement or delegate any duty under this Agreement without the prior written consent of Publisher and any such assignment is null and void. Publisher may assign this Agreement without the prior written consent of Author. If Publisher assigns this Agreement as a whole and transfers any inventory to the assignee in connection with that assignment, the assignee will assume the obligation for Royalties on sales of the Work thereafter, and no Royalties will be paid by Publisher in connection with the assignment of rights or transfer of inventory to the assignee.

23. The Author does not, and will not, have any power, right, or authority to bind Publisher, or to assume or create any obligation or responsibility, express or implied, on behalf of Publisher.

24. Notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given and received: (i) when personally delivered or sent by electronic mail or telecopy; (ii) one business day after being sent by reputable overnight express courier (charges prepaid); or (iii) five (business days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another address is specified in writing, all notices, demands, and communications to the parties shall be sent to the addresses indicated on the first page of this Agreement.

25. In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired by such holding of invalidity, illegality, or unenforceability.

26. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

By: **Brooke Warner**

Signature: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the parties below, duly authorized as of the Effective Date.

AUTHOR:

Sandra Schnakenburg

PUBLISHER:

SHE WRITES PRESS, INC.

Exhibit A

She Publishes Services To be Performed by Publisher

She Publishes Services

- Custom interior design for up to 100,000 words
- Custom cover design
- e-book file preparation and upload to Amazon, B&N, and iBookstore
- Distribution to Trade Accounts through our current distribution partner
- Management of the distribution relationship for the term of this Agreement
- Proofreading of your final manuscript up to 100,000 words
- Copyright filing and obtaining your Library of Congress control number
- Warehousing of short-run printed books (included for free through the first year)
- Fulfillment of all orders on short-run printed books (author or customer pays shipping)
- Support and management of title metadata
- Ongoing project management of your title for the term of this Agreement
- Support for getting your books into bookstores, libraries, and other trade outlets

Book Text and Cover Design

Critical to the acceptance of an independently published book is the professional design of the cover and the text. Our graphics team has the expertise to ensure that your book will have the visual impact that attracts interest and promotes the sale of the book.

Text Design. After all editorial work has been completed the Author shall provide us with the final manuscript in standard Word document, along with any images or photos. Our graphics team then creates a design for the text of your book.

Cover Design. We create a unique cover for each book based upon its content, genre, and market. We receive input from you on these factors and ask you to send us any artwork or photos you would like to include in the design. We then provide you with at least three cover designs concepts. After review of those samples, you choose which design you like best and provide suggestions for the final round of revisions. If, after three rounds of back-and-forth with our design team, the Author feels strongly that they want to pursue their own cover design, She Writes Press may allow this but will not refund any monies, as work to that point will be considered a kill fee on the cover design in progress.

Additional Services. To the extent the cost of cover art exceeds \$500, the cost to produce such cover art will be deemed "Additional Services" and must be paid by the Author in excess of the She Publishes Service Fee. Additional iterations of the design and changes after approval are deemed "Additional Services" and all services performed by Publisher in connection with such additional iterations will be charged at \$90 per hour. Custom artwork or stock photos may be additional. Additional images, tables, image enhancement, footnote and endnote formatting, indexing, and advanced galleys (early editions of the Work for the purposes of publicity) are not included in the She Publishes Services and shall be deemed "Additional Services."

Other Related Fees

In addition to the She Publishes Services Fee, Author shall be subject to and charged the fees below all in accordance with the Agreement (the terms of which are defined below). The specific amounts listed here are subject to change if and when the terms of the She Writes Press contract with Ingram changes or is updated.

Trade Account Returns Processing Fee	\$0.65 cents for each copy of the Work
Warehousing Fee	\$0.10 cents for each copy of the Work
Destruction Fee	\$0.05 cents for each copy of the Work

Definitions

"Destruction Fee" means a fee for each copy of the Work that is (i) held as inventory by the Publisher, its distributor, or other agent and (ii) destroyed at the written request of Author.

"Trade Account Returns Processing Fee" means a fee for each non-damaged, but saleable copy of the Work that (i) was originally sold to a Trade Account and (ii) returned to Publisher.

"Warehousing Fee" a fee for each copy of the Work that is held by the Publisher, its distributor, or other agent and deemed Excess Inventory.



Exhibit B

Form of Statement of Work

This Statement of Work ("SOW") is an agreement between She Writes Press, Inc. ("Publisher") and [AUTHOR NAME] ("Author") for Publisher to provide certain additional services for the benefit of Author.

Additional Services

[DESCRIBE]

Timeframe, Fees and Payment Terms

[DESCRIBE]

Publishing License Agreement

Author acknowledges and agrees that the obligations of Author and Publisher under this Statement of Work are subject to the terms of the Publishing License Agreement between Author and Publisher (the "Agreement"). In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

Agreed to by:

[AUTHOR NAME]

SHE WRITES PRESS, INC.

Authorized Signature

Authorized Signature

Name - type or print

Name - type or print

Title

Title

Date

Date



Exhibit C

Fee Schedule for Non-Trade Orders

Upon any shipment of copies of the Work in accordance with a Non-Trade Order, such Non-Trade Order shall be subject to the fees and costs set forth below (the terms of which are defined below):

Type of Shipment	Non-Trade Order Shipment Processing Fee
Skid Bulk Shipment	Direct Fulfillment Fee + \$25.00 per Skid Bulk Shipment + Shipping Costs
Carton Bulk Shipment	Direct Fulfillment Fee + Shipping Costs

Definitions

“Carton Bulk Shipment” means each shipment in a carton of copies of the Work.

“Direct Fulfillment Fee” means 40% of the retail price of the Work (as determined by Publisher).

“Shipping Costs” means all shipping costs actually incurred by Publisher, its distributor, or other agent in connection with any fulfillment of any Non-Trade Orders.

“Skid Bulk Shipment” means each shipment in a skid or pallet of copies of the Work.