

SCRIBD REPRINT PUBLISHING AGREEMENT

Summary

This Agreement is between Scribd Inc. (“Scribd”), a Delaware Corporation with offices at **460 Bryant Street, San Francisco, CA 94107**, and **[redacted] (“Author”)**, residing at **[redacted]**, for the acquisition and publication of original works of fiction, and is effective as of **[redacted]** (the “Effective Date”).

The Author and Scribd, each in consideration for the promises of the other and intending to be legally bound hereby, agree that:

1. The Work

This Agreement concerns the works written by **[redacted]** which are works of fiction and under the titles listed in Exhibit A, attached hereto and incorporated herein (each title individually, a “Work” and collectively the “Works”). Scribd shall have the option to incorporate the title in Exhibit B as a Work by providing notice to the Author of such election within six months of publication of the first title from Exhibit A.

2. Work Delivery and Acceptance

- a) Within five (5) days from the Effective Date, Author shall deliver each Work in the following formats, if available: published print book, digital file in epub format. Within five (5) days from the Effective Date, Author shall provide associated metadata which shall include, without limitation, the ISBN number, title, author name, cover copy, word count and original publication date of each Work, and other material including artwork and Author headshot and biography, (“Author Materials”).
- b) Scribd shall, within sixty (60) days from receipt of the manuscript, accept the Work, or reject it and terminate this Agreement
- c) Author agrees to obtain, and, upon request, to provide to Scribd, all permissions, releases, licenses and consents (collectively, the “Clearances”), in form acceptable to Scribd, and sufficient to allow Scribd to exercise and license all of the rights in the Work granted to Scribd by this Agreement. If any such Clearances are missing or unsatisfactory, Scribd may obtain them and the reasonable cost of such Clearances will be deducted from monies otherwise payable to the Author under this Agreement.
- d) The Author acknowledges that Scribd is not obligated to consult Author on cover art that Scribd may use to promote the Work, any narrator that Scribd may choose for the digital audio edition of the Work, and that Scribd may make corrections to errors in

the existing text. If Scribd requests input from Author, then Author shall respond to such requests in a reasonable time.

3. Grant of Rights

1. Author hereby grants and assigns Scribd the exclusive right to produce, reproduce, market, distribute and make publicly available a digital audio edition of the Works in all languages and territories throughout the world for the term of this Agreement.
2. Author hereby grants and assigns Scribd the exclusive right to produce, reproduce, market, distribute and make publicly available translations of the Works in all languages other than English in all territories throughout the world for the term of this Agreement.
3. **For Scribd Applications.** Author hereby grants and assigns Scribd exclusive rights for the marketing, distribution, and delivery of the Works through Scribd.com, the Scribd mobile and web applications, and successor properties owned and managed by Scribd (“Scribd Applications”), including without limitation, in all languages and territories throughout the world, in eBook and audio formats, for the term of this Agreement.
4. **For distribution outside the Scribd Applications.** Author hereby grants and assigns Scribd exclusive distribution rights via retail and other channels for eBooks in all languages other than English in all territories throughout the world and in audio formats in all languages and in all territories throughout the world for the term of this Agreement.
5. In furtherance of such assignment, Author hereby authorizes Scribd to do each of the following:
 - i. Market and promote access to the Works on the Scribd Applications, as well as delivering copies of Previews for free to all visitors to and users of the Scribd Applications with the ability to browse Previews or purchase content access (“End Users”);
 - ii. Make the Works available to End Users;
 - iii. Make copies of, format, convert, extract information from, and otherwise prepare Content Files as reasonably necessary in connection with preparation, distribution, marketing, and promotion of the Works and Previews from Content Files;
 - iv. Provide storage, searching, and hosting for the Works to enable End Users to search for, browse, obtain recommendations for, and get full access to The Works through the Scribd Applications;

- v. Use Author Materials for promotional purposes in marketing materials;
- vi. Modify and create metadata as reasonably necessary;

4. Author's Representations, Warranties, and Indemnities

The Author represents and warrants to Scribd that:

- (a) the Author has full power and authority to enter into this Agreement;
- (b) the Author is the sole and exclusive owner of the rights herein granted to Scribd;
- (c) the Author has not previously assigned, pledged, or otherwise encumbered the Works;
- (d) there are no errors or omissions in any recipe, formula, designs or instructions in the Works which might harm the user;
- (e) the Works violates no copyright, either in whole or in part,
- (f) the Works, nor any material portion thereof, is not in the public domain;
- (g) the Works contain no matter which would be libelous or defamatory, or infringe any trade name or trademark, or invade any right of privacy or otherwise violate or misappropriate any proprietary right of any third party and no claim or challenge has previously been made concerning Author's treatment of the same, or a related, subject;
- (h) all statements of fact contained in the Works are true or based upon reasonable research;

The warranties and representations contained in this Agreement also apply with equal force and effect to any additional material prepared or delivered by the Author for inclusion in a subsequent edition of the Works and to any statements and materials provided by the Author to Scribd for usage in promoting the Works or made, created, utilized and/or disseminated by the Author in the Author's own promotion of the Works, including, without limitation, statements made in appearances (whether arranged by the Scribd, the Author or another person or entity), and statements and materials appearing on a website (including without limitation in blogs or online chats). The foregoing warranties and representations shall survive any termination of this Agreement, and will extend to any licensees, distributors and assigns of Scribd.

At all times the Author, at their expense, shall indemnify and defend Scribd, and hold Scribd and its licensees, distributors and assigns harmless against all claims settled by Scribd or reduced to judgment, including all court costs and reasonable attorneys' fees and expenses, provided the basis of such claim or judgment constitutes a breach of any of the foregoing warranties and representations; and until such claim or suit has been settled or withdrawn, Scribd may withhold any sums due the Author under this Agreement or any other agreement between Author and Scribd. Scribd shall promptly notify the Author of any claim or suit which may involve any of the foregoing warranties and representations, and the Author shall cooperate fully in any defense; provided, however, that Scribd and its attorney shall have the right to control the defense and the settlement of the claim or suit. The Author shall, in all events, be entitled to employ his own attorney, who shall cooperate with Scribd's attorney in all proceedings.

5. Author's Compensation

As full and complete compensation for the services rendered and the rights conveyed pursuant to this Agreement (including Scribd's direct exploitation of any exclusive and non-exclusive distribution rights) for the Initial Term, Scribd will pay to the Author the one-time fees detailed in the exhibits for each of the Works upon acceptance of each Work. No additional compensation for reading activity on Scribd will be due beyond the one-time fees detailed in the Exhibit.

For distribution to third-party channels, Scribd will pay to the author 25% of Scribd's net proceeds after Scribd has recouped production costs from any exclusive or non-exclusive distribution external to the Scribd Applications.

If Scribd's payments to the Author pursuant to this Agreement are subject to any tax withholding, Scribd has the right to withhold such taxes and pay them to the appropriate tax authority. Scribd will provide to the Author any legally required receipt or other such document for any such taxes withheld.

6. Litigation

Scribd will have the right, whenever it deems it necessary and from time to time, to bring legal proceedings to protect its rights hereunder and to compromise or settle any claim asserted by or against it. The Author hereby irrevocably constitutes Scribd as the Author's attorney in fact for these purposes and authorizes and empowers Scribd to bring and prosecute such legal proceedings and to compromise or settle any claim asserted by or against it in its name and in such manner and on such terms as Scribd deems proper. Except as hereinafter provided in this paragraph all costs and expenses (including reasonable attorney's fees) will be borne equally by the Author and Scribd, it being agreed, however, that the Author will receive one half of all the damages recovered. The Author may elect not to participate other than to act as a witness and supply Scribd with such assistance and help as it requests. If the Author so declines or refuses to participate, the Author will not receive any

part of the damages recovered in any legal proceeding brought by Scribd or receive any part of the consideration paid to Scribd in compromise or settlement of any claim asserted by or against it, nor will the Author be liable to pay any part of the costs and expenses in connection with any such legal action.

7. Term, Termination, and Effect of Termination.

(a) The Agreement shall commence upon the Effective Date and continue for seven (7) years (“Initial Term”). After the Initial Term, the Grant of Rights shall renew automatically for periods of two (2) years (Renewal Term) unless a party gives notice of non-renewal at least ninety (90) days prior to the expiration of the Initial Term, not to be given prior to six (6) years after the Effective Date, or (90) days prior to the expiration of the then current Renewal Term, or until terminated as otherwise provided herein. The Grant of Rights agreed upon in section 3 will continue for seven (7) years from date of first publication by Scribd and any subsequent Renewal Terms.

(b) Either Party shall have the right to terminate this Agreement prior to the expiration of the Term on ninety (90) days written notice if the other Party (i) becomes insolvent, (ii) files a petition in bankruptcy, (iii) makes an assignment for the benefit of creditors, (iv) breaches a material term of this Agreement, unless such breach is cured within thirty (30) days from notice, or if not able to be so cured, then resolved to the other Party’s reasonable satisfaction.

(c) If this Agreement terminates or expires, then Author Materials and Works in Scribd’s possession or control shall be promptly removed from availability to End Users; however, Scribd shall be entitled to maintain accessible copies to enable continued access to The Works to End Users who accessed those specific eBooks and digital audio editions, if any, prior to such termination or expiration, and aforementioned End Users shall retain the right to use The Works so long as they maintain a valid account on the Scribd Applications.

8. Notices

Any notice under this Agreement shall be given by electronic mail to the official addresses listed:

If to Author, to:

[redacted]

If to Scribd, to:

publishers@scribd.com

[CC legal@scribd.com](mailto:CC_legal@scribd.com)

9. Heirs and Assignment

This Agreement will be binding upon and inure to the benefit of the heirs, executors, and administrators of the Author and the successors and assigns of Scribd. The other obligations imposed upon the Author are personal and non-assignable.

10. Integration/Modification/Waiver

This Agreement, including any schedules and exhibits, contains the entire understanding of the parties relating to its subject matter, and supersedes all previous understandings between the parties. No modification or waiver of any provision of this Agreement will be effective unless it is in writing and signed by the parties. No waiver of any breach hereunder will be deemed a waiver of any subsequent breach.

11. Governing Law/Jurisdiction

This Agreement shall be governed and interpreted in accordance with the laws of the State of New York, without regard to principles of conflict of laws. The parties agree that any proceeding relating to this Agreement will take place in New York County of New York State; and both parties hereby waive the right to object to that choice of law, personal jurisdiction or venue.

12. Dispute Resolution.

Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the procedures specified in Section 13 and 14, which shall be the sole and exclusive procedures for the resolution of any such disputes.

13. Negotiation.

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between representatives of each party with sufficient authority to settle the claims. Any person may give the other party written notice of any dispute not resolved in the normal course of business. Within 14 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include (a) a statement of that party's position and a summary of arguments supporting that position, and (b) the name and title of the person who will represent that party. Within 28 days after delivery of the initial notice, the designated representatives of both parties shall meet at a mutually acceptable time and place (or by phone), and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

14. Arbitration.

Any dispute arising out of or relating to this Agreement, including the breach, termination, or validity thereof, which has not been resolved by negotiation as provided herein within 42 days after the date of the initial notice, shall be finally resolved by arbitration in accordance with the American Arbitration Association expedited commercial rules, in effect on the date of this Agreement, or the rules of another arbitration entity agreed upon by the parties. In any case, regardless of any rules of the selected arbitration entity to the contrary, only one arbitrator acceptable to both parties or, if they cannot agree, one arbitrator appointed by the administering agency shall preside over and decide the arbitration. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration shall be New York County, New York.

This Agreement will become effective when all parties have signed it, and each party is signing this Agreement on the Effective Date stated in the first paragraph.

[Signature page follows.]