

CYBERBOOKS EBOOK CONVERSION AGREEMENT

This eBook Conversion Agreement is between the Customer and SEO Interactive (ABN 80 070 844 528) trading as CyberBooks, 8/2A Oatley Avenue, Oatley, Sydney, NSW, 2223, Australia ("CyberBooks"). This Agreement covers the parties' respective obligations regarding the conversion of Customer's print ready manuscripts into an eBook (the "eBook"), the title of which shall be provided by Customer.

1. DEFINITIONS

The following terms shall have the following meanings for purposes of this Agreement:

- A. "Approval Date" is the first business day after the date on which Customer confirms approval to proceed with conversion following the "Review and Approval Process".
- B. "Review and Approval Process" is where CyberBooks reviews the submitted manuscript/s to ensure agreement with Type of eBook, Word Count and supply of Print Ready Manuscript nominated by Customer during order placement and manuscript upload process. The Review and Approval process does not commence until such time as order has been placed, payment has been successfully processed and manuscript has been uploaded.
- C. "Commencement of the Conversion Process" is defined as Approval Date set out in 1(A) above.
- D. "Customer" is an Customer, or book publisher, or third-party using CyberBooks' services for, or any other person or entity legally entitled to enter into the services with CyberBooks as or on behalf of any right holder.
- E. "Images" are defined as charts, graphs, photos, illustrations, or any other material set apart differently from the text, which may not be considered images for printed book design purposes.
- F. "Custom Images" are defined as Images that CyberBooks extracts from Customer eBook file.
- G. "Intellectual Property" is defined by all copyrights, trademarks, derivative rights, and other contents associated with the eBook that Customer uploads to CyberBooks.
- H. "Maintain the Integrity of the Original Format" means that CyberBooks will ensure (1) that text that is meant to be bold or italicized renders as such in the eBook file(s), (2) that letters, phrases, and chapter titles are capitalized and otherwise uniform as in the submitted book, and (3) that the overall look and feel of the eBook is as consistent with the original print book as is possible.
- I. "Meta Data" refers to information provided by Customer and as it pertains to the title and subtitle of the book, Customer name, short and long descriptions of the book, Customer biography, copyright information, BISAC categories, eBook price, publisher information, and ISBNs (if Customer has provided their own).
- J. "Conversion-related errors" are defined as errors that occur during the initial eBook conversion (e.g. transposed letters, missing hyperlinks, or punctuation issues).

- K. "Conversion-Related Revisions" are defined as changes to the individual words, portions of words, or punctuation caused by the conversion process (i.e. if a word in the eBook file looks like "THis" as a result of the conversion, it would be fixed). Conversion-Related Revisions do not include editorial changes.
- L. "Conversion" is defined by the process of CyberBooks converting Customer's original files into eBook files and designing the eBook to render as best as it can on various eReading devices within a timeframe of three (3) to four (4) business days from Approval Date as defined above.
- M. "Flowing Layout eBook" is defined as any eBook which is formatted using CyberBooks Flowing Layout technology.
- N. "Fixed Layout eBook" is defined as any eBook which is formatted using CyberBooks Fixed Layout technology.
- O. "Print-Ready Manuscript" is defined as a file that has all the specifications necessary to produce high-resolution printed output, without requiring any additional alteration or intervention.
- P. "Editorial Revisions" are defined as sentence re-writes, grammar and mechanical changes, reorganization of paragraphs, chapters, and images (photos, art, charts, graphics, or any non-text elements), as well as any changes to content or presentation that differ from the Customer submitted manuscript.

2. OWNERSHIP OF EBOOK

A. Ownership of eBook

Customer at all times retains 100% of all right, title and interest in and to the eBook and its contents, including all copyrights, trademarks, derivative rights, and other intellectual property associated with the eBook, including but not limited to all file formats CyberBooks is paid by Customer to create.

Customer derivative rights include but aren't limited to: (a) translation rights; (b) abridgement rights; (c) serial rights; (d) merchandising rights; (e) stage, film, television, video, radio, and dramatization and documentary rights; (f) picture eBook rights; (g) print rights; (h) publication, sale and distribution rights in relation to the eBook and/or any part thereof in all editions and in all languages; (i) exploitation rights in relation to the eBook in any other form as may be invented in the future; and the right to sell, resell, license or re-license to anyone any or all of the foregoing.

At no time will CyberBooks ever release any proprietary information that is supplied by Customer for Conversion purposes, or use any proprietary information for promotional purposes.

At any time, Customer can request from CyberBooks all formatted files created by CyberBooks pursuant to this Agreement.

B. Electronic Storage and Handling of the eBook

During the term of this Agreement, Customer grants CyberBooks the right to store, use, transmit and distribute electronic copies of the eBook as required to facilitate the conversion process.

3. TERMS OF THE AGREEMENT & TERMINATION

The Agreement shall continue until either party terminates pursuant to the terms set forth herein or until the Initial Term or any Renewal Term expires.

The "Initial Term" commences upon the execution of this Agreement and continues until the Customer has received the converted files and has approved the Review and Approval Process.

4. SERVICES PROVIDED BY CYBERBOOKS

The service set forth in this Section of this Agreement may be purchased through CyberBooks Print Ready Manuscript Conversion Service. CyberBooks shall provide this service for the fee generated via - <https://www.cyberbooks.com.au/order-form> to be paid in advance by the Customer via credit card.

1. Print Ready Manuscript Conversion

Charges for Conversion of Print Ready manuscripts into either ePub and/or Mobi formats vary according to the number of types of eBook required and the word length of the manuscript.

Customer acknowledges that this service is limited to the conversion of Fictional English Print Ready Manuscripts into Flowing eBooks of either epub and/or mobi formats and that the manuscript must be submitted in a print ready format (as defined in Section 1 O above), of file type pdf, unlocked and editable.

This conversion service excludes fixed layout eBooks which contain heavy image content, footnotes, tables, graphs or any other complicated formatting.

When Customer places their order for conversion, Customer is responsible for reporting name of Customer and email contact, author name and manuscript title, required eBook format, word count and a manuscript in print ready format in pdf file type which should be unlocked and editable.

When Customer uploads manuscript/s, Customer is responsible for uploading correct manuscript and cover image and should be of pdf file type which should be unlocked and editable.

CyberBooks will review Customer's manuscript for compliance with conversion guidelines set out during the Review Process (See Section 5(2) below). Customer acknowledges that if CyberBooks finds Customer's manuscript to exceed the reported word count, or to fall outside of the conversion guidelines described above, Customer will be assessed additional conversion fees as set forth in Section 5(2).

Customer understands and accepts that Customer eBook cover may not be visible on all eReading devices and/or may look differently on each device and may look differently than the original submitted book cover looks in print, and that CyberBooks has no control over how said cover image appears on each device.

5. MANUSCRIPT CONVERSION PROCESS

1. Ordering

To purchase a CyberBooks Manuscript Conversion package, Customer shall access the CyberBooks Order Form (<https://www.cyberbooks.com.au/order-form>) and shall be prompted to select the type of eBook required (ePub, and/or MOBI) and enter his/her word count to determine cost of conversion of manuscript.

Customer will then proceed to checkout and on successful payment they will receive emails with invoice/receipts and an embedded link directing them to a prefilled Manuscript File Upload function.

Upon successful upload of manuscript/s Customer will then receive notification that files have been received and an acknowledgment that advice on conversion start and delivery date will be forwarded within one (1) business day.

2. Review Process

- A. The Review Process commences once Customer has successfully uploaded manuscript/s using the embedded link provided in email notification. CyberBooks staff will determine whether the word count as entered by Customer upon placement of order is correct, that the manuscript is in a print ready format and that in all other respects the information provided conforms to conditions set out above.
- B. Customer acknowledges that CyberBooks will complete the review within one (1) business day of receiving Customer file(s).
- C. Customer acknowledges that if Customer miscalculated word count at time of original order placement, then:
 - a. Customer will be owed a credit if Customer miscalculated word and overpaid for additional conversion fees. Customer shall be notified via email. Customer shall be credited at the completion of the Conversion Process.
 - b. Customer will be charged additional fees if it is found that the Customer has understated the word count. Conversion will not commence until Customer has paid any additional conversion fees.
 - c. If on notification that additional conversion fees are required and Customer does not want to pay additional fees, Customer's order will be canceled, and Customer will be refunded all monies paid less a 7% administration fee which Customer acknowledges is a valid fee for CyberBooks's time in assessing Customer's manuscript for eBook formatting.
- D. Customer acknowledges that if Customer incorrectly stated that manuscript was "print ready" as defined in Section 1(O) above or that files were not in pdf format, then:
 - a. CyberBooks staff will email Customer with a recommended course of action.
 - b. If Customer declines this recommendation and cancels the conversion, Customer will be entitled to a refund of monies paid less a 7% administration fee.
- E. Upon Customer confirmation of credit or payment to CyberBooks of any additional fees as stated above, Customer shall receive an email within one (1) working day advising of conversion start and delivery date.
- F. If no credit / payment is due / owed and in all other aspects meets the requirements of the conditions set out above, Customer shall be notified via email within one (1) business day of conversion start and delivery date. Customer acknowledges that formatting of Customer's eBook will not commence until Customer has completed said Assessment.

- G. In the case of a canceled job, should Customer decide to recommence CyberBooks's services for the same eBook (exactly as originally submitted to CyberBooks) within six (6) months of the original purchase date of CyberBooks's services, Customer shall receive a credit of 7% where a refund was given for cancellation of conversion but Customer acknowledges that CyberBooks's pricing and packages offered may be different from those available at the time Customer originally purchased.
- H. Additional word/eBook Type fees are calculated on the difference between the submitted order and that determined during the Review Process. Customer will be provided with an itemized account of the additional charges.
- I. In no event will CyberBooks be responsible for delays caused by circumstances beyond its control during the Manuscript Conversion process, including delays caused by Customer. in submitting revisions, responding to CyberBooks's requests, making changes, etc.

3. Conversion Related Revisions

After receiving email notification from CyberBooks that the eBook conversion is completed and ready for review, Customer must download the .mobi file or .epub file as instructed in email notification and review the eBook on his/her computer or eReading device.

- A. CyberBooks requires that customer fully review all eBook files, as defined in 1(J) and 1(K) above and advise Cyberbooks of any revision requirements or that they approve the conversion.
- B. Customer acknowledges that if they do not advise CyberBooks within seven days of date of dispatch of email that they have reviewed and approved the conversion, it will be assumed that the Customer has approved the conversion and the conversion shall be deemed to have been completed. Any requests for revision submitted after the expiry of above period will be considered by CyberBooks staff and may attract an additional charge.
- C. Customer must submit all request for Revisions via return email of the advice that conversion is completed.
- D. If Customer does not submit Revisions via email, Customer acknowledges that CyberBooks may not be able to make the requested revisions and CyberBooks may ask Customer to resubmit revisions via email.
- E. Customer shall have three rounds of up to 50 Conversion-Related Revisions and/or Editorial Revisions per round. Revisions are defined in sections 1(J) and 1(K) above.
- F. Customer acknowledges that some Revisions may not be possible because of the limitations of eBook formatting and the way that eReading devices render content. If this occurs, CyberBooks will inform Customer of these limitations and suggest alternate methods of formatting.
- G. After Customer has submitted his/her revisions via email, revisions to Customer eBook will be made within five (5) business days, at which time Customer will be notified to review and approve, or indicate that he/she has additional revisions. Customer acknowledges that each set of Revisions is dependent on how long it takes Customer to submit them, and CyberBooks is not in control of Customer's timeline for Revision submission.
- H. Customer acknowledges the Print Ready Manuscript Conversion service does not cover any Revisions which are Editorial Revisions as defined in Section 1(P) above.
- I. Customer acknowledges that CyberBooks will not undertake any Revisions submitted by Customer which require extensive changes to the eBook file(s), and/or are Editorial in nature.

- J. Customer acknowledges that on finalization of the revisions stated above, submission of an order for conversion of the same manuscript will be treated as a new order. Customer acknowledges that offering of any discounts will be at the discretion of CyberBooks.

6. CUSTOMER WARRANTIES AND INDEMNITIES

Customer represents and warrants to CyberBooks:

- A. That he/she is the sole owner of the eBook and/or has the written consent any other rights holder of the eBook, or any portion of it, as submitted.
- B. That he/she has not assigned, pledged, or otherwise encumbered the rights to the eBook. That he/she has full power to enter into this Agreement
- C. That the eBook and all rights therein are free of liens, claims, or interests of any kind
- D. That the eBook is entirely original except for portions thereof which are in the public domain or for which legally effective written licenses or permissions have been secured
- E. That the eBook does not violate or infringe upon any personal or proprietary rights including without limitation privacy rights, contract rights, or publicity rights of any other persons or entities
- F. That the eBook is not libelous
- G. That the eBook does not infringe upon any statutory or common law copyright
- H. That all public domain material used in the eBook is actually in the public domain, to the best of Customer knowledge
- I. If any claim, action, or proceeding based upon an alleged violation of any of these warranties is made against Customer or CyberBooks by anyone, both parties will have the right to defend the same through counsel of their own choosing and no settlement by either party will be effected without the prior written consent of the other party, which consent will not unreasonably be withheld.
- J. Further, Customer will indemnify and hold harmless CyberBooks, and/or any Reseller on which the eBook may be listed, against any damages that result due to Customer violation of any warranties.
- K. Further, Customer will indemnify CyberBooks against the entire expense (including reasonable costs, disbursement, and attorney's fees) attributable to CyberBooks's defense or settlement of any claim, action, or proceeding based upon an alleged violation of any of these warranties, including any fees, damages or settlements that CyberBooks is required to pay to any Reseller of Customer eBook due to Customer breach of any warranty.
- L. If any such claim, action, or proceeding is instituted, CyberBooks will promptly notify Customer, who will fully cooperate in the defense thereof (so long as cooperation does not jeopardize any of the Customer constitutional rights), and CyberBooks may withhold payments of reasonable amounts due Customer under this or any other Agreement between the parties until the action is resolved.
- M. These warranties and indemnities will survive the termination of this Agreement.

7. MISCELLANEOUS PROVISIONS

A. Notices

All notices required or permitted under this Agreement shall be addressed to the addresses listed above and/or may be sent via email.

B. Entire Agreement

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. The parties agree that both have had opportunity to have this agreement reviewed by legal counsel.

C. Severability

If any provision(s) of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision(s) of this Agreement is invalid or unenforceable, but that by limiting such provision would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

D. Modification

This Agreement may not be modified or amended except by written instrument signed by the undersigned parties hereto.

E. Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

F. Prevailing Parties

The prevailing party in any suit brought by either party hereto to enforce the terms hereof shall be entitled to recover from the non-prevailing party all of said prevailing party's reasonable costs, distributions and attorney's fees, including all collection cost (e.g. fees paid to a collection agency) and attorneys' fees incurred in attempting to collect any judgment hereunder.

G. Assignment and Delegation

Customer may not assign any of Customer's rights under this Agreement without the prior written consent of CyberBooks, which shall not be unreasonably withheld. Nor may Customer delegate any of its obligations under this

Agreement without the prior written consent of the CyberBooks and, in any event, no delegation shall relieve Customer of any of Customer's obligations under this Agreement.

CyberBooks may, without the consent of the Customer, assign any of its rights or delegate any of its duties under this Agreement without any prior consent; provided that, any person or entity to whom any right, title, obligation or interest in this Agreement shall be assigned or delegated shall be subject to and bound by all of the terms and conditions herein as if they were the original party hereto.

H. Counterparts and Fax or Electronic Signature

This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one (1) and the same instrument.

Customer acknowledges that by agreeing to the terms and conditions on the CyberBooks website, this constitutes an electronic signature and carries the full force and effect as would an original written signature.

I. Customer Remedies & Limitation of Damages

The most Customer may ever sue CyberBooks for is the amount paid for any services rendered hereunder and not refunded at the time of commencement of litigation by Customer. CyberBooks is not liable for any other damages, including, but not limited to, any incidental or consequential damages, damages for loss of profits, missed sales opportunities, business interruption, loss of business information, or any type of pecuniary loss.

J. Currency

All dollar amounts set forth in this Agreement and in those incorporated as part of this Agreement are in Australian Dollars.

K. Schedule of Refunds

STEP	Refund
Order submitted, payment processed & Review Process has not been completed	The job will be cancelled and all monies paid will be refunded
Order submitted, payment processed, Review Process has been completed & conversion scheduled but conversion has not commenced	The job will be cancelled and all monies paid less a 7% Administration fee
Order submitted, payment processed, Review Process has been completed & customer advised of variation, e.g. word count nominated was less than actual count.	The job will be cancelled and all monies paid less a 7% Administration fee
Order submitted, payment processed, Review Process has been completed & customer has approved that conversion commence and conversion has commenced	The job will be completed. No refund is available
Order submitted, payment processed, Review Process has been completed & customer advised of variation and customer has not made payment and/or customer has not advised CyberBooks to cancel the job within thirty (30) days of notice of variation	CyberBooks will cancel the job and retain any monies paid by customer