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43. This Agreement shall be governed exclusively by and construed according to the laws of the State of Colorado, without giving effect to conflicts of law principles. Any legal action related to the terms of or obligations arising under this Agreement shall be brought in the District Court of Douglas County, State of Colorado

By indicating your acceptance of this Agreement, you, as the Author, agree to be bound by its terms and conditions.

ADDENDUM A

Resellers & Their Sales Models

Retail Models		
This section includes those Business Models commonly associated with trade Resellers.		
Sales Model	Wholesale Purchase Price Calculation	Preview Requirement
<p>One-book, One Sale:</p> <p>An End User purchases a perpetual license to the Digital Media File in an a-la-carte purchase environment.</p>	<p>The Purchase Discount for Digital Media Files distributed pursuant to this model shall generally be as follows: 50%, 40%, or 30% dependent on the Reseller involved. Some Resellers have additional terms which may increase the Purchase Discount for specific sales (Amazon, Apple, Findaway, Google, Apple, Audible).</p> <p>The Wholesale Purchase Price for this model will be calculated by multiplying the Suggested Retail Price by the Trade Discount and subtracting this amount from the Suggested Retail Price.</p> <p>Audiobook Resellers: Apple, Audible, Bolinda, (Borrowbox), De Marque, Findaway, Glose (READD, Inc.), Google Play Books, Hummingbird, Kobo Plus Audio, Kobo (Rakuten.com), Libro.fm, Snapplify, Storytel, YouScribe</p> <p>eBook Resellers: Amazon, Apple, Ainosco, Barnes & Noble, BibliU, Bolinda (Borrowbox), Booktopia (*powered by Kobo), Chegg, De Marque, EBooks.com, Fable, Gardners, Glose (READD, Inc.), Google Play Books, Hummingbird, ITSI, Kobo (Rakuten.com), Kortext, Legible, Libreka, Libri GmbH, Perlego, Perusall, Redshelf (Virdocs), Scribd, Snapplify, Storytel, Takealot.com (*powered by Overdrive), VitalSource, Wook (Porta Editora), YouScribe</p>	<p>10% of Digital Media File</p>
<p>Unlimited Subscription Model:</p> <p>End Users pay a flat, monthly price to a subscription service for access to digital content until the subscription ends. A sale occurs each time an End User consumes the set threshold of a Digital Media File (no more than 20% of the Digital Media File).</p>	<p>The Purchase Discount for Digital Media Files distributed pursuant to this model shall generally be as follows: 50%, 40%, or 30% dependent on the Reseller involved.</p> <p>The Wholesale Purchase Price for this model will be calculated by multiplying the Suggested Retail Price by the Trade Discount and subtracting this amount from the Suggested Retail Price.</p> <p>eBook Resellers: Bookmate, LitRes, Scribd</p>	<p>Up to 20% of Digital Media File</p>
<p>Credit-based Subscription Model (audiobook only):</p> <p>End Users pay a flat, monthly price to a subscription service for credits that allow them access to a fixed number of Digital Media Files per month.</p>	<p>The Purchase Discount for Digital Media Files distributed pursuant to this model shall generally be between 65% and 75% dependent on the Reseller involved. Some Resellers have additional terms which may increase the Purchase Discount for specific sales (Findaway).</p> <p>The Wholesale Purchase Price for this model will be calculated by multiplying the Suggested Retail Price by the Trade Discount and subtracting this amount from the Suggested Retail Price.</p> <p>Audiobook Resellers: Kobo Audio, Libro.fm, Findaway</p>	<p>10% of Digital Media File</p>
<p>Combined Portion Model (audiobook only):</p>	<p>The Purchase Discount for Digital Media Files distributed pursuant to this model shall generally be between 65% and 75% dependent on the Reseller involved. Some Resellers have</p>	<p>No preview requirement</p>

<p>End Users pay a flat, monthly price to use a subscription service for unlimited access to digital content. The Reseller aggregates 'portions' of Digital Media Files consumed by multiple End Users to determine the total sales of Digital Media Files. A sale is triggered after five (5) portions of a Digital Media File have been consumed by any number of End Users. A "portion" equals one-fifth of a Digital Media File.</p>	<p>additional terms which may increase the Purchase Discount for specific sales (Findaway).</p> <p>The Wholesale Purchase Price for this model will be calculated by multiplying the Suggested Retail Price by the Trade Discount and subtracting this amount from the Suggested Retail Price.</p> <p>Audiobook Resellers: Findaway</p>	
<p>Shared Pool Model:</p> <p>End Users pay a flat, monthly price to access a subscription service which contributes to a shared revenue pool.</p>	<p>Amounts paid to author are based on the pro-rata share of total content consumed in the specified period. Some Resellers have additional terms which may increase the Purchase Discount for specific sales (Findaway, Audible).</p> <p>Audiobook Resellers: Audible, Storytel, YouScribe, Findaway</p> <p>eBook Resellers: Perlego, Kobo Plus, Storytel, YouScribe</p>	<p>No preview requirement</p>

<p style="text-align: center;">Library Models</p> <p style="text-align: center;">This section includes those Business Models commonly associated with Library Resellers</p>		
<p style="text-align: center;">Library Model</p>	<p style="text-align: center;">Wholesale Purchase Price Calculation</p>	<p style="text-align: center;">Preview Requirement</p>
<p>Single-User*:</p> <p>One End User is allowed access to the Digital Media File at any one time.</p>	<p>The Purchase Discount for Digital Media Files distributed pursuant to this model shall generally be as follows: 50%, 40%, or 30% dependent on the Reseller involved. Some Resellers have additional terms which may increase the Purchase Discount for specific sales (Findaway).</p> <p>The Purchase Price for this model will be calculated by multiplying the Library Price by the Trade Discount and subtracting this amount from the Library Price.</p> <p>Audiobook Reseller: De Marque, Findaway, Hoopla (Midwest Tapes), Overdrive, Snaplify</p> <p>eBook Reseller: Ainosco, Bibliotheca LLC (Cloud Library, 3M), BibliU, De Marque, EBSCO, Follett/Baker & Taylor, Gardners, Hoopla (Midwest Tapes), Kortext, Mackin, Odilo, Overdrive, ProQuest, Snaplify, Wheelers Books</p>	<p>10% of Digital Media File</p>
<p>Pay-per-use Model**:</p> <p>An unlimited number of End Users may access the Digital Media Files at any given time.</p> <p>Profits are shared equally between the Library Reseller and the Author.</p>	<p>The Purchase Discount for eBook Content distributed pursuant to this model shall generally be ninety percent 90%. Some Resellers have additional terms which may increase the Purchase Discount for specific sales (Findaway).</p> <p>The Purchase Discount for Audiobook Content distributed pursuant to this model shall generally be 95%. For certain Resellers, Trade Discount may be based on the duration of the Audiobook Content.</p> <p>The Purchase Price for this model will be calculated by multiplying the Library Price by the Trade Discount and subtracting this amount from the Library Price, and then the remaining amount will be multiplied by 50%.</p>	<p>No preview requirement</p>

	<p>Audiobook Reseller: Midwest Tapes/Hoopla, Findaway, Overdrive</p> <p>eBook Reseller: Midwest Tapes/Hoopla, OverDrive</p>	
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* This Business Model allows a library or academic institution to purchase a perpetual license to the Digital Media File.

** This Business Model allows a library or academic institution to purchase a time-limited license to the Digital Media File.

<p style="text-align: center;">Other Institutional Sales Models</p> <p style="text-align: center;">This section includes those Business Models commonly associated with academic library & institutional Resellers.</p>		
Sales Model	Wholesale Purchase Price Calculation	Preview Requirement
<p>Academic Rental**:</p> <p>Library Reseller provided limited access to libraries for 30 to 365 days.</p>	<p>The Purchase Discount for Digital Media Files distributed pursuant to this model is based on percentage of Suggested Retail Price and a specific time interval, and are generally as follows:</p> <p>365 days = 75% of Suggested Retail Price 180 days = 50% of Suggested Retail Price 120 days = 45% of Suggested Retail Price 90 days = 43% of Suggested Retail Price 60 days = 40% of Suggested Retail Price 30 days = 35% of Suggested Retail Price</p> <p>The Purchase Price for this model will be calculated by multiplying the Library Price by the associated Trade Discount and subtracting this amount from the Library Price.</p>	<p>No preview requirement</p>

* This Business Model allows a library or academic institution to purchase a perpetual license to the Digital Media File.

** This Business Model allows a library or academic institution to purchase a time-limited license to the Digital Media File.