



## StoryStrategy Service

**Date: September, 7, 2023**

**Project Description (the “Project”):** StoryBuilders will work with you to create your StoryStrategy to give clarity to your book creation plans.

### **Project Scope (Statement of Work):**

- Get your Book Idea Validation with our expert team
- Create winning Title and Subtitle options
- Generate a Book Framework based on our proven StoryTelling Structure Method
- Craft an annotated outline of the book with succinct chapter summaries
- Discover how your book can be written using Our StoryTelling Structure Method
- Get Clarity on the Audience profile for the book
- Receive an Evaluation of Comparable Books and Market Positioning
- Identify Your Best Publishing Path to bring your book to life
- Enjoy fresh value-added ideation to help make your book idea even better!

**Timeline:** This process will unfold over 4 weeks with the aim to finalize everything at the end of that time, pending our own availability.

**Investment:** This StoryStrategy Service requires an investment of \$7,700, although the service may be discounted at special events.

**Additional Expenses:** Client shall pay reasonable expenses incurred in connection with services (if any). **We make every effort to have the project budget be all-inclusive and not to incur additional expenses.**

**Additional Terms:** The terms, including the pricing, of this SOW will expire after 15 days from the above date. After any such expiration, you may receive a new SOW, which may or may not contain new pricing. If there is any conflict between the terms of a SOW and the Terms & Conditions, then the terms of the applicable SOW will control. By submitting payment, Client indicates acceptance of both the SOW and the Terms & Conditions (collectively, the “Agreement”) and represents and warrants that they have the power and authority to enter

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into this Agreement and perform its obligations hereunder.

## *Additional Definitions*

- “Client Content” —all materials, information, photography, writings, and other content provided by Client for use in the preparation of, and/or incorporation in, the Deliverables.
- “Deliverables” —the services and work product specified in the applicable SOW.
- “Final Deliverables” —the final versions of the Deliverables.
- “SOW” – the Statement of Work provided by StoryBuilders to Client describing the scope of services and pricing with respect to a particular Project (as defined in the applicable SOW). Each applicable SOW will define the specific Deliverables and/or Services; the timeline of the engagement; the applicable rates for such Deliverables and/or Services; and other such appropriate terms and conditions upon which the parties will mutually agree.
- “Services” —all services provided to Client by StoryBuilders.
- “Third-Party Materials”—any third-party materials that are incorporated into the Final Deliverables by StoryBuilders at Client’s request or with Client’s prior approval, e.g., stock photos, fonts, Client’s intellectual property, etc.

## *Compensation*

Client agrees to pay StoryBuilders the Fee listed in the applicable SOW. Client requests that are beyond the scope of the Services as set forth in the Proposal, StoryBuilders will negotiate an adjusted budget for the project. The initial payment is non-refundable. Rush or same-day requests may be subject to a surcharge.

## *Late Payments*

Except for any initial payments, which are due upon execution of an applicable SOW, payments are due within 15 days of Client’s receipt of any invoice therefor. If Client fails to make timely payments, then StoryBuilders reserves the right to assess a service charge of either 5% or \$50 per month on any overdue balances. If Client fails to make any payments at all, then StoryBuilders reserves the right to add any collection or legal fees that StoryBuilders may incur as a result of its attempts to collect such overdue balances. All grants of any license to use, or transfer of ownership of, any intellectual property rights, are expressly conditioned upon receipt of payment in full.

## *Term & Termination*

This Agreement will commence upon execution and remain effective until the Services are

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completed and delivered and payment is tendered in full. Either party may terminate this Agreement upon notice. If Client terminates this Agreement, then it will remain responsible for expenses and the prorated cost of any Services performed but not yet invoiced. If StoryBuilders terminates this Agreement, then it will complete any work required pursuant to the applicable SOW unless such termination is for failure to pay a valid invoice. Client agrees to use best efforts to speedily provide information, materials, and approvals that are essential to the timely completion of Client's Project. Any delay on Client's part may result in a comparable delay in the delivery of Client's Project.

## *Evaluation & Acceptance*

Client agrees that it is solely responsible for proofreading the Deliverables and promptly notifying StoryBuilders of any requested changes. If Client does not communicate its approval or disapproval to StoryBuilders within 30 days of the date of delivery of any such Deliverables and/or Final Deliverables, then Client's approval will be deemed given for all purposes. Client will have up to two rounds of design refinements in addition to concepts, roughs, and final edits. Any requested changes beyond that, or which exceed the scope of the StoryBuilders, are subject to additional fees. Rejection of any Deliverables after two rounds of revisions on the basis of style alone is not permitted.

## *Rights & Ownership*

Upon StoryBuilders' receipt of the initial payment and continuing for the term of this agreement, 100% of the copyright in and to the Final Deliverables will automatically transfer to Client upon approval; provided that StoryBuilders will retain the rights in and to any Deliverables that are not included in the Final Deliverables, i.e., materials not selected by Client. If either party should cancel the agreement, Client will be entitled to receive and retain ownership of all content and deliverables as they exist at the time of the cancellation.

## *Promotion*

Client agrees that StoryBuilders may reproduce and display the Final Deliverables for promotional and marketing purposes, only upon written approval by the Client, in StoryBuilders' portfolios and websites, in galleries, design periodicals, and other media or exhibits for the purposes of recognition of creative excellence or professional advancement.

## *Confidential Information / Non-Disclosure*

The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information. Any material considered confidential by either party will be designated as such. Confidential information will not be disclosed to third parties, except that Client's confidential information may be disclosed to StoryBuilders'

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independent contractors as needed, each of whom functions under a non-disclosure agreement. StoryBuilders shall not, without prior written approval of the Client, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Client, any Confidential Information. Confidential information will not include any information that is already known by the recipient, becomes publicly known through no fault of the recipient, or is received from a third party without disclosure restrictions. Upon termination of this Agreement for any reason, each party will return to the other any and all copies of the material containing the other party's Confidential Information, or any portion thereof.

### *Relationship of the Parties*

StoryBuilders is an independent contractor to Client. No agency, partnership, joint venture, or employee-employer relationship is intended or created by operation of this Agreement.

### *Representations & Warranties*

Client represents and warrants that: (a) Client owns all right, title, and interest in, or has full right and authority to permit the use of, the Client Content and Third-Party Materials; and (b) the Client Content and Third-Party Materials, and the use thereof, does not and will not infringe or violate the rights of any third party. StoryBuilders represents and warrants that: (a) StoryBuilders will provide the Services identified in this Agreement in accordance with all reasonable professional standards for such Services; (b) except for the Client Content and Third-Party Materials, the Final Deliverables will be the original work of StoryBuilders and/or StoryBuilders' independent contractors; (c) except for the express representations and warranties stated herein, StoryBuilders makes no warranties whatsoever. StoryBuilders explicitly disclaims any other warranties of any kind, either express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.

### *Indemnification & Limitation of Liability*

Each party agrees to indemnify, save, and hold harmless the other from any and all damages, liabilities, costs, losses, or expenses arising out of any claim, demand, or action by a third party arising out of any breach of the indemnifying party's responsibilities or obligations, representations, or warranties under this Agreement. Except as specifically provided herein, StoryBuilders' Services and work is sold as is. StoryBuilders' maximum liability to Client for damages for any causes whatsoever, and Client's maximum remedy, regardless of the form of action, will be limited to StoryBuilders' net profit as a result of the applicable SOW. In no event will StoryBuilders be liable for any lost profits, business interruption, lost data or content or for any indirect, incidental, special, consequential, exemplary, or punitive damages arising out of or relating to the Services provided by StoryBuilders, even if

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StoryBuilders has been advised of the possibility of such damages.

## *Miscellaneous*

Any modification of this Agreement must be in writing. A party's failure to exercise or delay in exercising any rights, power, or privilege under this Agreement will not operate as a waiver. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect. This Agreement comprises the entire understanding of the parties and supersedes and merges all prior and contemporaneous agreements, understandings, and discussions between the parties relating to the subject of this Agreement. This Agreement will be governed, construed, and enforced in accordance with the laws of the state of Georgia, without regard to its conflict of laws rules. In the event of a dispute arising out of this Agreement, the parties agree to submit such dispute to mediation and/or binding arbitration through the American Arbitration Association. The prevailing party in any dispute resolved by binding arbitration or litigation will be entitled to recover its attorneys' fees and costs. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.