



KIRKUS INDIE REVIEW SERVICE AGREEMENT

This Agreement is made and entered into by and between the person identified below in the KIRKUS INDIE REVIEW SERVICE Agreement Sign-off Section ("Author") and Xlibris Corporation ("Xlibris" or "the Company"). The parties acknowledge that Xlibris has entered into an Agreement with Kirkus Indie, a division of Nielsen Business Media, Inc ("Kirkus"), pursuant to which Kirkus has agreed to provide authors of Xlibris with the opportunity to participate in the KIRKUS INDIE REVIEW SERVICE described below (the "Service"). The Author and Xlibris have entered into an Author Agreement pertaining to the Work whose title is referenced on the signature page of this Agreement. The Author desires and agrees to participate in the Service with respect to such Work, all in accordance with and subject to the terms and conditions set forth in this Agreement. Capitalized terms not defined in this Agreement will have the meanings ascribed to such terms in the Author Agreement unless the context dictates otherwise.

Eligibility and Requirements

1. All paperback and hardback Works published by Xlibris are eligible to participate in the Program.
2. Xlibris will submit two (2) printed copies of the Author's Work to Kirkus, who in turn shall provides an honest, caveat-emptor evaluation, under the same impartial rubric as *Kirkus Reviews*. Kirkus maintains a long-standing editorial policy of anonymous reviews.
3. The review shall be written in the same format and style as a traditional *Kirkus Reviews* review, and will be sent by email to the author and publisher as a PDF document.
4. The review will be posted on the Kirkus (www.kirkusreviews.com/indie) website. Only upon the written request of the author will the review be withheld from posting on the Kirkus website. The author has a period of two (2) weeks to inform Xlibris if they would like the review to be withheld from posting.
5. Reviews are eligible for inclusion in the monthly *Kirkus Indie* eNewsletter, which highlights the best submissions to the program, at no extra cost.
6. All Kirkus Indie reviews can be reprinted partially or in its entirety, the Author must credit the source in the following format: "Kirkus Indie – A review service from Kirkus Reviews."
7. Once a book is submitted to Kirkus the order can not be cancelled or refunded for any reason.
8. The Author's Work will be sent to Kirkus for review at one of the following times:

- (a) if the Work is already available for sale at the time of your execution of this Agreement, within 7 days of receipt by Xlibris of the executed Agreement and approval form, and full payment by the Author to Xlibris;

OR

- (b) if the Work is not available for sale at the time of execution of this Agreement, at the author's request at any time during the publishing process, provided that the first round of galleys has been completed and provided that Xlibris has received full payment from the Author prior to that time. If the Author does not specify an exact time, the Work will be sent for review within 7 days of the Work becoming available for sale.

If the Author chooses to send the Work for review during the publishing process, any changes or edits made to the Work after the date of the request will not be reflected in the copies sent to Kirkus for review.

9. If, for any reason, either Xlibris or Kirkus determines the Author's Work is not eligible to participate in the Service, the Author's sole recourse will be to receive a refund of their payment with respect to the Service. In all other respects, the Author fully releases Xlibris from any responsibility or liability associated with the Service, including as to any actions or omissions on the part of Kirkus or other third parties.
10. The Author expressly acknowledges and agrees that this Agreement is entered into pursuant to the Author Agreement, the terms and conditions of which are hereby incorporated by reference herein. Author's participation in the Service and the performance by Xlibris and Kirkus of their obligations under this Agreement will be deemed to constitute additional marketing services. The Author Agreement and all of its provisions will apply equally to this Agreement, Furthermore, the provisions of the Author Agreement, to the extent they generally limit Xlibris' liability and otherwise protect Xlibris from liability to Author, will also apply to Kirkus as to any claims by Author against Kirkus. Kirkus will be deemed to be a third party beneficiary of those provisions. In the event of any conflict between the terms of this Agreement and the Author Agreement, the terms of the Author Agreement will be controlling and take precedence.
11. The Author will be bound by this Agreement upon sending an executed original of this Agreement to Xlibris at its address noted in the Author Agreement. Alternatively, facsimile or electronic transmission to Xlibris by Author of the executed version of this Agreement will have the same force and effect as the original and will constitute Author's agreement to be bound by this Agreement. As to Xlibris, this Agreement will be deemed to be accepted by, and binding upon, Xlibris at such time as Xlibris receives confirmation that full payment from Author for the services associated with the Service has been received and irrevocably credited to Xlibris.
12. By signing, the Author acknowledges that he/she has read, understood, and approved the terms of this Agreement and agreed to be bound by its provisions.

Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without recourse to conflicts of law principles. Any dispute between the parties MUST be submitted to binding arbitration administered by the American Arbitration Association ("AAA") to take place in Bloomington, Indiana, before one arbitrator in accordance with the Commercial Arbitration Rules and Mediation Procedures of the AAA ("AAA Rules"). Author acknowledges and agrees that the Services provided to Author are solely for commercial or business purposes and NOT for personal or household use. The parties hereby expressly acknowledge and agree that the Supplementary Procedures for Consumer- Related Disputes under the AAA Rules shall not apply to arbitration pursuant to this Agreement. In the event Author institutes such arbitration, then without limiting the applicability of the AAA rules, Author must serve the complaint initiating arbitration upon Xlibris at the address provided above at the same time as Author submits such complaint to the AAA. The arbitrator will be obligated to award the prevailing party of any such proceedings all costs, attorneys' fees and other expenses incurred by such prevailing party in the arbitration proceedings. Any award entered by the arbitrator may be enforced in any court of competent jurisdiction.

By affixing my signature below, I agree to the terms set forth in this agreement.

Book Title: _____ Book ID: _____

SIGNATURE OVER PRINTED NAME

I Agree. Date / /

Send your signed agreement, completed order form and payment to:

Xlibris Corporation
1663 Liberty Drive
Suite 200
Bloomington, IN 47403

E-mail: marketingservices@xlibris.com

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