



**VERVANTE CORPORATION
PUBLISHING AND DISTRIBUTION**

PRODUCE & DISTRIBUTE: Vervante will produce and distribute Customer's content solely for the purpose of providing such content to Customer and Customer's customers.

RIGHTS OF OWNERSHIP: Customer maintains all rights of ownership, including all intellectual property rights.

PRODUCT COST: Vervante will provide Customer with a cost for the product to be produced based on the specs of the product. This includes production of the product and fulfillment. This cost does not include postage or shipping. Prices may be changed at any time without further notice. We reserve the right to change our product's prices or our rates at any time without further notice.

POSTAGE/SHIPPING COST: Vervante will ship the product according to Customer's request or the least expensive method based on weight and ship to zip/postal code. Vervante offers USPS and UPS shipping options.

RETAIL AND WHOLESALE DISTRIBUTION: Vervante offers retail and wholesale distribution channels. These options are available from the Author's Dashboard on Vervante.com. Customer may select any, all or none of these distribution channels for Customer's products. Costs and royalties for each of these programs is outlined from Author's Dashboard.

AUDIO FILES: Audio files may be submitted in the form of MP3, wav or aiff files.

DVD MASTERS: Authored DVD discs will be sent as physical disc masters.

PRINT FILES: Customer will provide print files as outlined in the Print Specifications and Templates page. If files are not submitted according to specs there may be a graphic design fee charged to modify files for production. The graphic design rate is \$75 per hour.

UPDATES: Customer may submit updates to products at no charge.

DEFECTIVE PRODUCT: Vervante will send replacement at no charge

ORDER PROCESSING: Customer may notify Vervante of orders by emailing order confirmation emails from any shopping cart solution. Orders confirmation emails emailed from specific carts or in the format outlined on the Vervante website will be processed automatically every 10 minutes. Orders not received in specific format outlined will be processed by Vervante Order Processing manually and may take up to 24 hours to appear online. Customer may also log into their online account and enter orders manually. Customer may also provide Vervante with excel or csv files containing distribution lists. Orders submitted in any format must contain Vervante part number.

ORDER PROCESSING TIME: Vervante will ship products within five (5) business days.

SHIPPING METHOD: Vervante will ship orders the least expensive ship method based on weight and ship to zip/postal code. Customer may "force" shipping method by providing order information in the format outlined on Vervante's website.

RETURNS: Vervante will notify Customer of returned products within 48 hours of receipt. Vervante will not credit Customer for returned items. Returned items are not re-used or re-sold. Customer may modify packing slip document and provide alternate return address. Returns for insufficient address can be reshipped at no additional charge except postage.



ONLINE ACCESS: Vervante will provide online access to order information, reporting, and other resources via the Author Dashboard.

PAYMENT: Vervante will invoice customer on the 1st and 15th of each month for orders shipped during the previous period. This includes production of the product plus shipping. Invoices will be posted in customer's account and a notification email sent on the 1st and 15th of each month. Vervante will charge customer's credit card on file within 1-2 days after invoices are posted in Customer's account. Customer may pay via credit card on file, check, eCheck, wire transfer or PayPal. All payments are due within five days i.e. 5th and 20th of each month.

VALID PAYMENT METHOD: Customer agrees to keep valid card on file to cover all charges for orders or other services. If credit card or payment method on file is not valid at time payment is due, Vervante will charge 2.33% interest per month for late payments.

INTELLECTUAL PROPERTY RIGHTS PROTECTION: The customer represents and warrants to Vervante: (a) that it is the true and rightful owner of, or is licensed or otherwise possesses legally enforceable rights to use the registered and unregistered rights, titles, and interests in and to any United States or foreign trademarks, service marks, trade names, copyrights or other intellectual property rights relating to the materials provided to Vervante by the customer under this agreement, including but not limited to the right to reproduce, manufacture and otherwise use the materials; (b) that the customer and Vervante are not, or will not be, as a result of the execution and delivery of this agreement or the performance by Vervante of the obligations hereunder, in violation of any intellectual property rights of third parties; and (c) that no claims with respect to the customer's intellectual property rights or third party intellectual property rights in the materials are currently pending, nor to the knowledge of the customer, are threatened by any person, nor, to the customer's knowledge, do any grounds for any claims exist.

The customer agrees to provide Vervante, upon request, all necessary documentation of ownership or other legal rights, including without limitation all pertinent copyright and licensing information. By reserving these rights, Vervante does not in any way assume an obligation to investigate or verify ownership of any materials provided by the customer, and Vervante may rely on the customer's representations and warranties herein.

If Vervante determines, or has reason to believe, that the customer does not have the authority to produce the products sought hereunder, Vervante will have no further obligations to the customer to provide any products or any other services with respect to such materials, and Vervante will return such materials to the customer.

STORED PRODUCTS AND MATERIALS: While Vervante will treat the customer's materials with the utmost care, Vervante specifically denies liability for damage or loss due to fire, casualty, or negligence while the customer's products and materials are in the care and possession of Vervante.

Customer's products and materials stored in Vervante's premises are not insured and are stored strictly at the customer's risk. The customer agrees to carry insurance coverage for its materials while at and in transit to and from Vervante's premises.