



EXPEDITED COPY / LINE EDITING SERVICES AGREEMENT

(PLEASE READ CAREFULLY)

THIS EXPEDITED COPY / LINE EDITING SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the person identified in the Copy/Line Editing Services Agreement Sign-off Section (“Author” or “you”) and **AUSTPAC PRODUCTIONS**.

The parties acknowledge that the Author has entered into a Copy/Line Editing Agreement or Author Services Agreement with Austpac Productions, pursuant to which Austpac Productions has agreed to edit Author’s Work and perform other services as instructed and paid for by you.

Capitalized terms not defined in this Agreement will have the meaning ascribed to such terms in the Distribution Agreement unless the context dictates otherwise.

I. Copy / Line Editing Services

In connection with Author’s efforts to prepare the Work for publication, Austpac Productions hereby agrees to provide the following copy and/or line editing services to Author upon the following terms and conditions (collectively, the “Expedited Editing Services”):

1. Austpac Productions will provide Author with the services of a professional editor who is skilled and proficient at proofreading, and copy and line editing manuscripts. When Author submits the Work to Austpac Productions with a request for the Expedited Editing Services, Austpac Productions will forward the Work to the appropriate copy/line editor who will perform the Expedited Editing Services requested by Author.
2. Austpac Productions will use reasonable efforts to see that the copy and/or line edited Work is returned to Author within forty two (42) business days of submission of all materials and payments to Austpac Productions, but more time may be necessary, depending upon the complexity of editing which may be needed, or the mode of payment agreed upon, the details of which will be outlined on Page 3.
3. If Author is dissatisfied with the quality of the Expedited Editing Services provided to Author, you must notify Austpac Productions in writing within 7 days of Austpac Productions sending the document or any portion thereof for review by Author. If Austpac Productions agrees that the quality of the Expedited Editing Services is deficient, Austpac Productions will arrange to have the Work re-copy/line edited at no charge to Author.
4. Author will pay Austpac Productions \$0.01 per word for the Copy Editing Service only, or \$0.05 per word for Copy & Line Editing Services. For all Works, if after reviewing the first two chapters, Austpac Productions editors determine the amount of editing needed is excessive, Austpac Productions reserves the right to, upon notification of the Author, increase the cost of the Expedited Editing Services. Author at that time has the right to cancel the Expedited Editing Services.
5. Austpac Productions and its copy/line editors will use every reasonable effort to maintain the confidentiality of any material supplied by Author to Austpac Productions. Strict discretion will be observed at all times, and except for the relevant registration procedures, no information regarding your intellectual property will be disclosed to any company or individual under any circumstances without your written permission.

6. Because Austpac Productions' copy/line editors use Microsoft Word to make all editing suggestions, Author must have access to Microsoft Word 98 or higher and understand how to use it to complete the editing process.
7. Author understands that the Expedited Editing Services which involve Copy editing consist of correction of spelling, punctuation, and grammar; checking for consistency, proper usage and typographical errors.
8. Author understands that the Expedited Editing Services which involve Line editing include content support and resolution, evaluation of flow, presentation, and sentence structure. If required in addition to the Copy Edit, this will incur an additional fee of 0.04 cents per word.
9. Author understands that while Austpac Productions will Copy and/or Line Edit Work, Austpac Productions shall not have final editorial control over it.
10. Author understands that copy/line editing will only occur at one point after the initial submission of materials, and will not occur after the Work is submitted for final conversion into book format. Author also understands that after submitting reviewed, copy and/or line-edited Work, any further copy or content changes to the Work will result in additional fees.
11. Author understands that in the event of a Progress Payment Agreement being contracted between Author and Austpac Productions which includes both Copy and Line Editing, the fee will remain at the total rate of \$0.05 per word. Additional fees may only be incurred if extra services are required, e.g. Registration of Titles, etc.

II. Remedies and Limitations

You expressly acknowledge and agree that this Agreement is entered into pursuant to the Distribution Agreement, the terms and conditions of which are hereby incorporated by reference herein. Author's request for the Expedited Editing Services and the performance by Austpac Productions of its obligations under this Agreement will be deemed to constitute "Services" as defined in the Distribution Agreement and all of the provisions of the Distribution Agreement will apply equally to this Agreement, including, specifically, without limitation, the provisions of Sections 2 (pertaining to representations of Author), 3 (pertaining to limitations of liability), 4 (pertaining to indemnification and legal disclaimers), 6 (pertaining to limitation of remedies), 7 (pertaining to breach of default and termination), 9 (pertaining to waiver), 10 (pertaining to force majeure) and 13 (pertaining to governing law, arbitration and jurisdiction). Further, the provisions of the Distribution Agreement, to the extent they generally limit Austpac Productions' liability and otherwise protect Austpac Productions from liability to Author, will apply to any claims by Author against Austpac Productions. In the event of any conflict between the terms of this Agreement and the Distribution Agreement, the terms of the Distribution Agreement will be controlling and take precedence.

III. Transmission by Author - Acceptance by Austpac Productions - Acknowledgement by Author

Author will be bound by this Agreement upon sending an executed original of this Agreement to Austpac Productions at its address noted in the Expedited Copy Editing Services Agreement Sign-Off Section. Alternatively, facsimile or electronic transmission to Austpac Productions 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 Austpac Productions, this Agreement will be deemed accepted by, and binding upon, Austpac Productions at such time as Austpac Productions receives confirmation that full or part payment from Author for the Expedited Editing Services as per Agreement has been received and irrevocably credited to Austpac Productions. Any change or modification to this Agreement must be in writing and signed by both Author and Austpac Productions.

IV. Progress Payment Terms & Conditions

1. In the event of preferred payment method being via Progress Payment, Austpac Productions shall submit a separate progress payment request as each becomes due. Apart from the initial deposit, this will be based on the number of words processed by the Copy/Line Editor, which will be approximately 25% of the total number of words in the Work.

2. Austpac Productions shall submit a detailed supporting invoice showing the amount of each progress payment request including the approximate number of words processed by the Editor to that point. Work will continue when payment has been received and irrevocably credited to Austpac Productions.
3. Each progress payment request by Austpac Productions to Author shall remain consistent with the Terms & Conditions of this contract regarding nominated method of payment and all other conditions therein unless renegotiated by special agreement between Austpac Productions & Author, at which point a separate and amended Contract may be issued to Author.
4. In the event that any special additional modifications are required to be carried out on the Work, the schedule of fees pertaining to cost per word will continue under the same conditions until either Austpac Productions, or the Author, or both, consider that the Work is completed.
5. Any other services requested of Austpac Productions by Author, such as registration of titles, scanning of art work pertaining to the Work, or research and legal advice, etc., will be invoiced as a separate item.
6. Austpac Productions is not an Agent, nor is it willing to operate as an Agent. Any formal submissions to Publishers or others is the responsibility of the Author.
7. Austpac Productions will not be held responsible, or in any way accountable, for the fate, favorable or otherwise, of the Work after the Copy / Line Editing process is completed.

By signing this page you acknowledge that you have read, understood and approved the terms of the foregoing Agreement and agree to be bound by its provisions.

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Please sign here:

Date: