

This Services Agreement (this "Agreement") contains the terms and conditions (i) that apply to your use of, and (ii) on which you hereby engage us to provide to you, those of the "Windy City Publishers" products and services described on the Windy City Publishers web site located at www.windycitypublishers.com (together with any successor or replacement website, and any exhibit, reconciliation or other report, attachment, supplement, addendum and/or rider thereto, collectively, the "Site"), which you have chosen to purchase (collectively, the "Services"). As used in this Agreement, (i) "we", "us" and "Windy City Publishers" means Windy City Publishers, which is a division of Windy City Publishers LLC, an Illinois limited liability company ("WCP"), (ii) "you" and "your" means the person or entity accepting this Agreement and (iii) "party" or "parties" means both us and you (any use of the foregoing terminology or other words in the singular or plural are taken as interchangeable and, therefore, as referring to the same).

In order to use and receive the Services, you must:

- agree to the terms and conditions in this Agreement, simply remitting payment for the Services in accordance with the applicable terms and conditions of the Site;
- be able to enter into contracts, pursuant to all applicable laws.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises contained herein and on the Site, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, we and you hereby agree as follows:

Site

All of the terms, provisions and conditions set forth above and on the Site hereby are incorporated into this Agreement by this reference, as if the same had been fully set forth in this Agreement. In addition, all references herein to "this Agreement" or "the Agreement" shall be deemed to include all of the terms, provisions and conditions set forth herein and those set forth on the Site.

Term

The term of this Agreement (the "Term") shall commence on the date on which you shall have paid for the service or product and shall expire as of the later of the date on which (a) this Agreement shall have been terminated by us or you, pursuant to the applicable terms and conditions of this Agreement, and (b) all of the Services shall have been provided by us to you in full, unless we and you otherwise mutually shall have agreed in writing to terminate this Agreement, whereupon this Agreement shall expire as of the effective date of any such mutual termination.

Sales Payments

All periodic sales payments, if applicable, due to you from us, pursuant to the applicable provisions of this Agreement and/or the Site, shall be adjusted as of the end of each periodic cycle throughout the Term, which periodic cycle shall be established by us and you in writing prior to the first such payment, if applicable. In addition, if this Agreement shall have been terminated by us or you, pursuant to the applicable terms and conditions of this Agreement, all amounts due to and/or from us and/or you, pursuant to the applicable provisions of this Agreement, shall be adjusted as of the effective date of any such termination.

Statements

All statements and other accountings provided by us to you will be conclusive and final, unless you shall have given us written notice stating the specific basis for any objection thereto within six months after the date the relevant payment shall have been rendered. You will not maintain any action or proceeding against us or our affiliates, agents, employees, members, managers, officers, partners, contractors, vendors, clients and representatives, including, without limitation, WCP (collectively, the "Windy City Parties"), in respect of any disputed statement, unless you commence such action or proceeding against us within six months following the date that you shall have provided to us the written notice referred to in the immediately preceding sentence.

Returns, Refunds and Exchanges

You hereby acknowledge and agree that, once the you have engaged us to perform for you the Services, by entering into this Agreement, we will make significant commitments to our subcontractors, vendors and other third parties for the purpose of coordinating the provision of such Services to you, as well as devote significant time, energy, money, manpower and other resources on your behalf in connection with the provision of such Services to you. Therefore, upon such engagement, you shall not have any right to (a) return and/or exchange any of such Services for any other Services in lieu thereof and/or (b) a refund of any of the fees, payments, charges, costs, expenses and other amounts paid by you to us, whether prior to or after any termination of this Agreement, pursuant to the applicable terms and conditions of this Agreement, if applicable, or otherwise.

Bad Debt

We will be entitled to an adjustment to payments made to you for any amounts ultimately not collected, because of fraudulent credit card use or bad debt, in an amount equal to the payment otherwise payable to you in connection with such purchase.

Taxes

All fees, payments, charges, costs, expenses and other amounts payable by you to us under this Agreement will be made without setoff, deduction or withholding, for, or on account of, any present or future tax.

Registered Agency, Authorizations and Licenses

In connection with our "Self Publishing" Service, if applicable, you hereby grant to us and our affiliates, including, without limitation, WCP, during the Term (a) the exclusive authority to act as your registered agent (such agency being coupled with an interest) for purposes of (1) procuring with respect to your Materials (as hereinafter defined) submitted to us the following: (A) a Library of Congress Control Number ("LCCN"), (B) an International Standard Book Number (the "ISBN"), (C) an EAN Bar Code ("EAN"), (D) Cataloging-in-Publication Data ("CIP Data"), if applicable, (2) registering your Materials with the U.S. Copyright Office, (3) listing your Materials with R.R. Bowker's "Books in Print" and (4) arranging for and coordinating the distribution of your Materials through various distributors (collectively, "Distributors"), such as Amazon.com, Barnes&Noble.com, Baker and Taylor and Ingram, and (b) a nonexclusive license to use, create, provide, distribute, display, reproduce, reformat and/or transmit such Materials, and the content thereof, for the foregoing purposes, as we, in our sole and absolute discretion, deem necessary in connection therewith, whether as mere technological incidents to and for the purpose of technically enabling us to exercise the authorizations, licenses and/or other rights

granted to us under this Agreement, or otherwise. Notwithstanding anything to the contrary contained in this Agreement, the authorizations, licenses and other rights you have granted to us herein will be perpetual and royalty-free throughout the Term. Notwithstanding anything to the contrary contained in this Agreement, you shall have no right to collect directly from any Distributor any monies that constitute accounts receivable with respect to the sales of any Materials, and, therefore, you hereby waive and release any and all right, title and interest you otherwise would have with respect to such accounts receivable. For all purposes of this Agreement, the terms and phrases, as applicable, "Materials", "the Materials" and "your Materials" each shall mean all written materials you have submitted to us, as well as any modifications thereto (including, but not limited to, the "works of authorship", "works made for hire" and "final work product" thereof made by us in connection with our provision to you of any of the Services, pursuant to the terms and conditions of this Agreement), including, without limitation, the content thereof, in any medium, form or format, in any language or translation, whether printed, hardcover, paperback, periodical, electronic, audio, video, mass market, direct mail or otherwise.

Ownership

Subject to the authorizations, licenses and other rights herein granted by you to us, all works of authorship created, provided, distributed, displayed, reproduced, reformatted and/or transmitted by us in connection with the provision of such Services shall be deemed "works made for hire" by us for you and, accordingly, all right, title and interest in and to such works shall be owned by you; provided, however, that you hereby grant to us the non-exclusive, royalty-free, world-wide right to use such works in the manner contemplated by this Agreement and to sublicense all of the foregoing rights to any Distributor, which automatically shall cease immediately upon the termination of this Agreement, pursuant to the applicable terms and conditions of this Agreement; and, further, provided, however, that you also hereby grant to us the non-exclusive, royalty-free, worldwide right to reference such works in the marketing and/or publicity of "Windy City Publishers", WCP and/or any of the other Windy City Parties and/or their respective businesses, which shall survive any termination of this Agreement, pursuant to the applicable terms and conditions of this Agreement. In addition, we shall retain all right, title and interest in and to the name, logo and other proprietary information of ours and all of the Windy City Parties, including, without limitation, the ISBN and the name and/or logo of any non-profit organization designated by Second City, from time to time, including, but not limited to, "Literacy Chicago" (collectively, the "Non-Profit Marks"), appearing in and/or on all editions of the Materials in connection with the performance of the Services contemplated by this Agreement; provided, however, that we hereby grant to you a non-exclusive license to use such information in and/or on such Materials in the manner contemplated by this Agreement, which automatically shall cease immediately upon any termination of this Agreement, pursuant to the applicable terms and conditions of this Agreement.

Incorporated Materials

In connection with the performance of the Services, you, whether at our suggestion, or otherwise, may deliver to us some or all of the following to be incorporated into your Materials: photographs (including, without limitation, a photograph of you), illustrations and/or other artwork of you and/or any third-party (collectively, the "Incorporated Materials"). All Incorporated Materials shall be in a form suitable, in our sole and absolute determination, for reproduction. In addition, you, at your sole cost and expense, shall secure any and all licenses, authorizations, consents, approvals, releases, clearances, permissions and/or other rights as to any and all Incorporated Materials to be incorporated into, and/or used in connection with the publication, marketing, distribution, sale and/or other exploitation of, the Materials. You hereby grant to us the non-exclusive, royalty-free, worldwide right to use all Incorporated Materials in the manner contemplated by this Agreement and to sublicense all of the foregoing rights to each Distributor, which automatically shall cease immediately upon the termination of this Agreement, pursuant to the applicable terms and conditions of this Agreement.

Printing

We reserve the right to have printed in the Materials and/or on one or more of the front, back and/or spine covers of the Materials (the "Covers") any or all of the following information: (a) our name, logo, imprint and/or other descriptive information about us, (b) all appropriate copyright information with respect to the Materials, (c) the LCCN, if applicable, (d) the ISBN, (e) the EAN and (f) the CIP Data, if applicable. Unless this Agreement shall have been terminated, pursuant to the applicable terms and conditions hereof, all copies of the Materials must be printed by, through or under "Windy City Publishers" and include in the Materials and/or on one or more of the Covers thereof our name, logo, imprint and other descriptive information about us, as well as the Non-Profit Marks, including, without limitation, Literacy Chicago.

Content

At any time, and without notice to you, in our sole and absolute discretion, we may (a) reject any of your Materials, (b) remove and/or refuse to register and/or list any of your Materials on, with, from and/or through any source, resource, service, authority (governmental or otherwise), office, agency and/or other organization and/or (c) distribute any of your Materials on, from and/or through any Distributor and/or its website and/or any other distribution and/or sales channel, as applicable, because such Materials are libelous or otherwise defamatory, obscene, pornographic, inappropriate, offensive, illegal and/or otherwise, in our sole and absolute determination, would be objectionable to the general public, or otherwise. In addition, if, in connection with the performance of the Services, we shall request that you provide additional information relating to your Materials, such as information confirming that you have all authorizations, licenses and/or other rights required to permit the distribution of your Materials by, through or under us, you hereby represent and warrant that any information and documentation you provide to us in response to such a request will be current, complete and accurate. You also hereby authorize us, directly or through third parties, to make any inquiries we, in our sole and absolute determination, consider appropriate to verify your authorizations, licenses and/or other rights to permit the distribution of your Materials by, through or under us and the accuracy of the information or documentation you shall have provided to us with respect to such authorizations, licenses and/or other rights.

Representations and Warranties

You hereby represent and warrant to us that (a) you are the sole writer of the Materials and that the Materials are your own original work and creation (except any portion thereof (i) that shall have been taken from the public domain or (ii) as to which you shall have a written authorization, license and/or other right to use the same for the purpose contemplated by the Materials), is not a copy of any other copyrighted work and has not been published previously, (b) you have not sold, assigned, leased, licensed or in any manner disposed of or encumbered any authorizations, licenses and/or other rights herein granted, and, prior to your delivery of your Materials to us, you have or have obtained all consents, approvals, releases, clearances, permissions and/or other rights to grant the authorizations, licenses and other rights you have granted to us hereunder, without any further payment obligation by us, (c) you have the right, power and authority to (i) enter into this Agreement, perform all of your obligations hereunder and grant to us all authorizations, licenses and other rights contemplated by this Agreement and (ii) permit the incorporation into, and use in connection with the worldwide publication, marketing, distribution, sale and/or other exploitation of, the Materials, (d) none of the actions described

in the foregoing clause (c) would violate or conflict with any other arrangement, understanding, contract and/or other agreement by which you are, and/or any third-party is, bound, (e) no portion of the Materials and/or any Incorporated Materials (and/or our use of any Materials and/or Incorporated Materials) is, or would pose a threat of being, libelous or otherwise defamatory, obscene, pornographic, inappropriate, offensive, illegal, otherwise objectionable to the general public or otherwise harmful to any third-party, and/or violate, misappropriate or infringe upon the copyright or any other intellectual property, right of publicity or any other rights of any third party, including, without limitation, those relating to copyright, trademark or invasion of privacy, (f) you will comply with all laws, rules, regulations and orders of any governmental authority having jurisdiction over your performance hereunder, (g) you are and will be responsible solely for accounting and paying any co-owners or co-administrators of such Materials their respective shares, if any, of any moneys payable hereunder, (h) you are and will be responsible solely for paying all royalties and other income due to authors, copyright and/or other owners, administrators and/or royalty participants, if applicable, due and payable under any applicable collective bargaining and/or other agreement relating to the Materials, if applicable, and (i) and any recipe, formula or instruction contained in any of the Materials is accurate and would not be or be reasonably likely to be injurious to any user thereof.

Indemnification

You hereby indemnify, defend, protect and hold harmless us, all of the Windy City Parties and all of the Distributors (and their respective agents, employees, members, managers, officers, partners, contractors, vendors, clients and representatives), from and against any and all claims, actions, causes of action, judgments, fines, penalties, losses, damages, liabilities and expenses, including, without limitation, attorneys' fees (collectively, "Claims"), arising out of, occasioned by, in any way attributable to, and/or connection with, (a) any act(s) and/or omission(s) of you and/or any of your partners, members, managers, shareholders, directors, officers, agents, employees, contractors, subcontractors, vendors, heirs, administrators, executors, trustees, beneficiaries and/or representatives, as applicable (collectively, "Client Parties"), (b) any default or other breach or alleged breach by you of the terms and/or conditions of this Agreement and/or any of the representations and/or warranties made by you in this Agreement, (c) any misrepresentation and/or omission in this Agreement and/or in any Materials in connection with negotiating and/or entering into this Agreement and/or with respect to the Services to be provided by us to you in accordance with the applicable terms and conditions of this Agreement, (d) allegations that any portion of the Materials and/or any Incorporated Materials (and/or our use of any Materials and/or Incorporated Materials) is, or would pose a threat of being, libelous or otherwise defamatory, obscene, pornographic, inappropriate, offensive, illegal, otherwise objectionable to the general public or otherwise harmful to any third-party, and/or violate, misappropriate or infringe upon the copyright or any other intellectual property, right of publicity or any other rights of any third party, including, without limitation, those relating to copyright, trademark or invasion of privacy. Nothing herein shall be interpreted or used to in any way affect, limit, reduce or abrogate any insurance coverage provided by any insurers to either you or us.

Maintenance of Rights

You will not do anything to prejudice the rights granted hereunder, but, in the event that you lose any authorizations, licenses, consents, approvals, releases, clearances, permissions and/or other rights with respect to any Materials that are necessary for you to grant the authorizations, licenses and other rights you have granted to us hereunder, or you shall receive notice of a third-party claim, which you reasonably deem to be of concern, you immediately will remove such Materials from our Site and our obligation to provide any further Services with respect to such Materials automatically shall terminate from and after the date of such loss or third-party claim, as the case may be. Notwithstanding the foregoing, you will use best efforts to maintain the authorizations, licenses, consents, approvals, releases, clearances, permissions and/or other rights with respect to the Materials that are necessary for you to grant the authorizations, licenses and other rights you have granted to us hereunder. For the avoidance of doubt, nothing in this is intended to relieve you of your indemnification obligation regarding Claims set forth elsewhere in this Agreement.

Disclaimer; Limitation on Liability

THE SERVICES WILL BE PROVIDED TO YOU ON AN "AS IS" BASIS. NEITHER WE NOR ANY OF THE WINDY CITY PARTIES MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY OF THE FOLLOWING: (A) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NONINFRINGEMENT; (B) THAT THE SERVICES, THE SITE AND/OR THE DISTRIBUTORS WILL MEET YOUR REQUIREMENTS OR ALWAYS WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY AND/OR SECURE AND/OR OPERATE, WITHOUT ERROR, OR OTHERWISE; AND (C) ANY IMPLIED WARRANTY ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE AND ALL OF THE WINDY CITY PARTIES DISCLAIM ANY AND ALL SUCH WARRANTIES, AND NEITHER WE NOR ANY OF THE WINDY CITY PARTIES WILL BE LIABLE TO YOU AND/OR ANY THIRD PARTY FOR ANY CLAIMS OF ANY KIND ASSOCIATED THEREWITH, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF, OCCASIONED BY, IN ANY WAY ATTRIBUTABLE TO, AND/OR IN CONNECTION WITH, THIS AGREEMENT, THE SITE, THE DISTRIBUTORS, ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, AND/OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM OUR NEGLIGENCE, THE SERVICES, THE INABILITY TO USE THE SERVICES, AND/OR THOSE RESULTING FROM ANY PRODUCTS AND/OR SERVICES PURCHASED AND/OR OBTAINED AND/OR MESSAGES RECEIVED AND/OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES. WE SHALL NOT BE RESPONSIBLE FOR THE ACTION(S) OR DECISION(S) OF ANY MEDIA OUTLET CONTACT ON YOUR BEHALF, BUT RATHER, YOU HEREBY WAIVE AND RELEASE US OF AND FROM ANY AND ALL CLAIMS SUFFERED AND/OR INCURRED BY YOU DUE TO ANY ACTION(S) AND/OR DECISION(S) WITH RESPECT TO ANY OF THE MATERIALS BY ANY MEDIA OUTLET. YOU ALSO HEREBY WAIVE AND RELEASE US AND ALL THE WINDY CITY PARTIES OF AND FROM ALL CLAIMS SUFFERED OR INCURRED BY YOU, IF, FOR ANY REASON, ANY DISTRIBUTOR OF ANY OF THE MATERIALS SHALL NOT RENEW ITS AGREEMENT WITH US, REJECT ANY OF THE MATERIALS AND/OR WITHDRAW ANY OF THE MATERIALS FROM THE MARKET.

Default

The occurrence of any of the following shall constitute a material default and breach of this Agreement by you: (a) the failure by you to observe or perform any other provision of this Agreement, if such failure shall have continued for thirty (30) days after written notice thereof by us to you (the thirty (30) day notice described herein shall be in lieu of, and not in addition to, any notice required under any other law now or hereafter in effect requiring that notice of default be given prior to the commencement of any legal proceeding), (b) the determination by us, in our sole and absolute discretion, or any other Distributor that any portion of the Materials and/or any Incorporated Materials (and/or our or their, as applicable, use of any Materials and/or Incorporated Materials) is, or would pose a threat of being, libelous or otherwise defamatory, obscene, pornographic, inappropriate, offensive, illegal, otherwise objectionable to the general public or otherwise harmful to any third-party, and/or violate, misappropriate or infringe upon the copyright or any other intellectual property, right of publicity or any other rights of any third party, including, without limitation, those relating to copyright, trademark or invasion of privacy, (c) the making of any misrepresentation or omission in this Agreement or in any Materials provided by you to us in connection with negotiating or entering into this Agreement or in connection with the performance by us of the Services to

be performed by us for you with respect to the Materials, pursuant to the terms and conditions of this Agreement and/or (d) the contact or attempted contact by you directly with any Distributor with respect to the Materials, without our prior written consent.

The occurrence of any of the following shall constitute a material default and breach of this Agreement by us: (i) the failure by us to pay any amount required to be paid by us to you under this Agreement as and when due, subject to the remaining terms and conditions of this Agreement, and/or (ii) the failure by us to observe or perform any other provision of this Agreement, if such failure shall have continued for thirty (30) days after written notice thereof by you to us (the 30-day notice described herein shall be in lieu of, and not in addition to, any notice required under any other law now or hereafter in effect requiring that notice of default be given prior to the commencement of any legal proceeding).

Remedies

If you shall be in default under this Agreement, beyond the expiration of all applicable notice and cure periods herein provided, we shall have the right to terminate this Agreement (if the same previously shall not have been terminated in accordance with the applicable terms and conditions of this Agreement), upon prior written notice to you, effective as of the date of your receipt of such notice, whereupon, subject to the remaining terms and conditions of this Agreement, we also shall be entitled to pursue all remedies available to us under this Agreement, at law and/or in equity, including, without limitation, specific performance and/or injunctive relief, as applicable.

If we shall be in default under this Agreement, beyond the expiration of all applicable notice and cure periods herein provided, you shall have the right to terminate this Agreement (if the same previously shall not have been terminated in accordance with the applicable terms and conditions of this Agreement), upon prior written notice to us, effective as of the date of our receipt of such notice, whereupon, subject to the remaining terms and conditions of this Agreement, you also shall be entitled to pursue all remedies available to you under this Agreement, at law and/or in equity, including, without limitation, specific performance and/or injunctive relief, as applicable.

In no event shall either you or we be entitled to recover damages in excess of the "actual" damages suffered or incurred by such party as a result of a default by the other under this Agreement, or otherwise; accordingly, neither you nor we shall be entitled to recover any indirect, consequential, exemplary, special, incidental or punitive Claims as a result thereof.

No acceptance by us or you of a lesser sum than the amount then due under this Agreement shall be deemed to be other than on account of the earliest installment of such amount due, and no endorsement or statement on any check or any letter accompanying any check or payment shall be deemed an accord and satisfaction, and we and you, as the case may be, may accept such check or payment without prejudice to our or your, as the case may be, right to recover the balance of such installment and/or pursue any other remedy provided to us or you, as the case may be, in this Agreement, at law and/or in equity. Moreover, the acceptance by us or you of any payment, while the other shall be in default under this Agreement, shall not serve and/or operate as a waiver of any rights and/or remedies to which we or you, as the case may be, otherwise would be entitled under this Agreement, at law and/or in equity, as a result of such default.

The specific remedies to which we or you, as the case may be, may resort under the terms and conditions of this Agreement are cumulative and are not intended to be exclusive of any other remedies and/or means of redress to which we or you, as applicable, lawfully may be entitled in case of any breach or threatened breach by the other of any of the terms, provisions or conditions of this Agreement.

Termination

You may terminate this Agreement at any time by giving written notice to us of such termination, and we may terminate this Agreement at any time by sending you written notice to you of such termination, all subject to the remaining terms and conditions of this Agreement. No such termination by either party shall relieve you of your obligation to pay any and all fees, payments, charges, costs, expenses and other amounts payable under this Agreement as and when due, pursuant to the terms and conditions of this Agreement. Also, from and after the date of any termination of this Agreement in accordance with the applicable terms and conditions hereof, you will not have any right to use the ISBN and/or any of the Non-Profit Marks, including, without limitation, "Literacy Chicago".

Nothing contained in this paragraph shall be deemed to be a waiver by us or you, and/or a limitation, reduction and/or abrogation, of our or your, as the case may be, right to enforce any of the remaining terms or conditions of this Agreement, but rather, we and you, as the case may be, shall retain any and all rights and remedies to which we or you, as the case may be, otherwise would be entitled, pursuant to the terms and conditions of this Agreement.

Privacy

You agree not to use any information that is accessible from the Site or the site of any Distributor, or disclosed to you by us and/or any of the Windy City Parties, without our prior written consent. By way of example, and not limitation, you agree not to use any such information for purposes of solicitation, advertising, unsolicited e-mail or spamming, harassment, invasion of privacy, or otherwise objectionable conduct. We and the Windy City Parties may communicate with you in connection with the Services, electronically and in other media, and you consent to such communications regardless of any "customer communication preferences" (or similar preferences or requests) you may have indicated on the Site or by any other means.

Feedback

Any ideas, modifications, suggestions, improvements, testimonials and/or other feedback made by you with respect to the Services, the Site, anything on the Site and/or any program we are or shall be running, from time to time (collectively, "Feedback"), will be our property. You hereby assign to us all right, title and interest worldwide in the Feedback and agree to assist us, at our expense, in perfecting and enforcing such rights. We may disclose or use Feedback for any purposes whatsoever without any obligation (including, without limitation, any financial obligation) to you. In addition, if you shall be participating in a program, you agree to provide us with any reports we request and to respond promptly to any and all reasonable inquiries, questionnaires, surveys and other test documents we shall submit to you at no additional cost to you.

Relationship of Parties

For all purposes of this Agreement, you and we are independent contractors, and nothing in this Agreement will create or imply any

partnership, joint venture, agency, franchise, sales representative and/or employment relationship between the parties and/or that you are otherwise acting by or at our direction. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything stated in this paragraph.

No Grant of License

For the avoidance of doubt, we do not grant you any license, authorization and/or other right to any intellectual property or technology owned or operated by us and/or any of the Windy City Parties, including, without limitation, any trademarks or trade names (collectively, the "Windy City Publishers IP"). Additionally, you may not in any way use any Windy City Publishers IP for any use or purpose, including, without limitation, for the purpose of issuing any press release or other activity that may be considered promotional or marketing related, without our prior written consent.

Assignment

You may not assign any of your rights, benefits, duties and/or obligations under this Agreement, without our prior written consent, and, in any event, no such assignment shall relieve you of any of your obligations under this Agreement. We shall have the right to assign this Agreement, so long as promptly thereafter, we shall have given you written notice of such assignment, and the relevant assignee shall have assumed in writing all of our obligations under this Agreement.

Risk

Investing in publishing and/or any other services such as the Services involves potential risks; accordingly, investments of this nature are not suitable for every person, regardless of the potential of such person's work. As a result, you hereby represent and warrant to us that, prior to executing and delivering this Agreement, you sought whatever independent advice, if any, you believed was necessary to ascertain whether or not said risks would be appropriate with respect to this Agreement and your Materials and that you have entered into this Agreement of your own free will following receipt of any such independent advice, if applicable. Furthermore, by entering into this Agreement, you hereby acknowledge and agree that such statements are true and correct and that neither we nor any of the Windy City Parties has made any of the following guarantees to you to induce you to enter into this Agreement, if applicable:

Neither we nor any of the Windy City Parties has guaranteed or otherwise promised to you, whether pursuant to this Agreement, or otherwise, that (a) any specific number of copies of the Materials would be sold and/or (b) any marketing plan prepared and/or implemented with respect to the Materials by us for you or on your behalf would achieve any particular degree of success in terms of sales of copies of the Materials, or otherwise, but rather, the number of copies of the Materials sold and the success of any such marketing plan would be based on, among other things, the receptivity of the Materials in the marketplace, your objectives, as reflected in the final version of such marketing plan approved by you, and the amount of time, energy and financial and other resources you would be willing to commit to the implementation of such marketing plan.

Confidentiality

None of us or the Windy City Parties, on the one hand, or you or the Client Parties, on the other hand, shall disclose the existence, or any of the terms, provisions or conditions, of this Agreement to any third party, other than any person that we or you, as the case may be, typically would rely upon for advice with respect to such matters (e.g., legal counsel or accountants), or any other person who shall require such information to enable us or you, as the case may be, to perform or enforce the respective obligations of us or you, as the case may be, set forth in this Agreement.

Force Majeure

Neither we nor you shall incur any liability to the other as to, and shall not be responsible for any failure to perform, any of our or your, as the case may be, obligations under this Agreement, if such failure shall have been caused by any reason beyond the control of us or you, as the case may be, including, but not limited to, governmental law, ordinance, rule or regulation, strike, labor trouble, fire, flood, earthquake, civil commotion, act of war or terrorism or failure or disruption of utility service. The time for us or you to perform any of our or your, as the case may be, obligations under this Agreement shall be extended by a day for each day we or you, as the case may be, shall have been delayed in performing such obligation by reason of any such "force majeure" occurrence.

Notices

All notices to be given under this Agreement by you to us shall be sent to us at our address set forth on the Site, which shall be deemed to have been delivered upon receipt or refusal thereof by us. All notices to be given under this Agreement by us to you shall be sent by us to you at the e-mail address you provided to us on the Site in connection with engaging us to perform Services for you and shall be deemed to have been delivered upon transmission thereof by us.

Amendment; Notice of Changes

At any time and in our sole and absolute discretion, we reserve the right to change any of the Service-specific and/or other terms and conditions contained in this Agreement, including without limitation, any of the procedures described in the section of the Site entitled "Products and Services". Any changes to the Site, including, without limitation, any of the specific terms and conditions set forth in this Agreement, will be effective upon posting of such revisions on the Site and without notice to you. We will, however, post a notice of any changes to this Agreement on the Site for at least thirty (30) days after the changes shall have become effective. You shall be responsible for regularly reviewing the Site for changes and notices of any changes. YOUR CONTINUED USE OF THE SITE AND THE SERVICES FOLLOWING OUR POSTING OF ANY CHANGES TO THE TERMS AND/OR CONDITIONS CONTAINED HEREIN AND/OR ON THE SITE WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES HEREIN AND/OR ON THE SITE, YOU SHOULD NOT CONTINUE TO USE THE SERVICES OR THE SITE.

Binding Effect

This Agreement and the terms and conditions hereof shall extend to and be binding upon us and you and our respective legal representatives, heirs, administrators, executors, affiliates (entities and other persons), successors and permitted assigns. No other person shall have any right, benefit, duty or obligation under this Agreement, as a third-party beneficiary, or otherwise. If you shall be comprised of more than one person, all such persons shall be jointly and severally liable for the performance of your obligations under this Agreement.

Governing Law; venue; jurisdiction

This Agreement shall be governed by the substantive laws of the State of Illinois (regardless of laws that might be applicable under principles of conflicts of law) with respect to all matters, including, but not limited to, matters of validity, construction, effect and performance. You hereby agree that all actions initiated by you arising directly or indirectly out of this Agreement shall be litigated in Chicago, Illinois. You expressly submit and consent in advance to such jurisdiction in any action or proceeding commenced by us in Chicago, Illinois, and agree that service of summons and complaint or other process and/or papers may be made in accordance with the notice provisions of this Agreement. You hereby waive any claim that Chicago, Illinois would be an inconvenient or improper forum based on lack of venue. The exclusive choice of forum for you set forth in this paragraph shall not be deemed to preclude the enforcement by us of any judgment obtained in any other permitted forum or the taking by us of any action to enforce the same in any other appropriate jurisdiction, and you hereby waive the right, if any, to collaterally attack any such judgment or action.

Litigation

In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all of such party's reasonable attorneys' fees and costs, including, without limitation, all fees and costs incurred prior to and at all trial and appellate levels.

Miscellaneous

Except as otherwise expressly set forth in this Agreement, we and you each shall pay our own respective costs and expenses incident to preparing for, entering into, and carrying out, the transactions contemplated by this Agreement. You hereby waive and release us and the Windy City Parties of and from any and all Claims suffered or incurred by you due to any delays caused by you and/or any of the Client Parties. This Agreement (including, without limitation, all exhibits, riders and schedules, as applicable, attached hereto and/or to the Site) contains the entire understanding of us and you with respect to the transactions contemplated by this Agreement, and supersedes all prior written and oral commitments, arrangements and understandings with respect to the same. No agreements, promises, representations, warranties, covenants or undertakings have been made with respect to this Agreement, other than those expressly set forth in this Agreement. If an event specified in this Agreement to occur shall fall on a Saturday or Sunday, or on a day on which banking institutions in Illinois shall be authorized by law to close, then such event shall occur on the next day that is not a Saturday or Sunday, or a day on which banking institutions in Illinois shall be authorized by law to close. No waiver by us or you at any time of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement, or the consent to any subsequent breach of the same or any other provision of this Agreement. If any action by us or you shall require the consent or approval of the other, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion, or a consent to or approval of any other action on the same or any subsequent occasion. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected thereby. To the extent permitted by applicable law, we and you each hereby waives any provision of law that shall render any provision of this Agreement invalid, illegal or unenforceable in any respect. We and you each shall do and perform or cause to be done and performed all such further acts, and shall execute and deliver all such other documents and/or instruments, as the other party reasonably shall request, from time to time, to carry out the intent and purpose contemplated by this Agreement. In no event shall any of the Windy City Parties have any personal liability for our obligations under or pursuant to this Agreement. We and you agree that time is of the essence with respect to this Agreement and the transactions contemplated by this Agreement. Each term, provision, covenant, condition, representation, warranty, indemnification, protection, defense and hold harmless agreement set forth herein shall survive any termination of this Agreement.