

AGREEMENT made this October 12, 2023, between Alexander H. Mitchell, 45 Orchid Lane, Boston, Massachusetts 02118, USA (the "Author"), and Bright Horizons Publishing, LLC, 200 Sunset Boulevard, Los Angeles, CA 90026, USA (the "Publisher") (collectively, the "Parties" and individually a "Party") with respect to the work tentatively titled: "Sustainable Futures: Green Architecture in the 21st Century" (the "Work"). The Publisher and the Author wish to work together to achieve the professional standards and success that they each desire from the Work and agree as follows:

1. Ownership 1.1 (a) The Work, which includes any supplementary materials, updates, revised editions, and derivative works, shall be considered a work made for hire, with the copyright and all rights therein vesting initially and exclusively in the Publisher. These rights include, but are not limited to, the right to print, publish, distribute, adapt, and transmit the Work in all media now known or later developed and to license others to do so. 1.2 (b) All rights in the "Appearance of the Work" (including design, typography, and layout) and in the title will belong to the Publisher. 1.3 (c) The Author retains all proprietary rights other than copyright, such as patent rights, in any process, procedure, or article of manufacture described in the Work. 1.4 (d) The Author waives all moral rights (except the right to be identified as the Author) and agrees not to institute any claim against the Publisher for any use of the Work.
2. Duties and Delivery of Materials 2.1 (a) The Publisher appoints the Author to write and deliver the Work, including: i. Preparing an outline and selecting contributors. ii. Reviewing and revising content, ensuring its timely delivery. iii. Ensuring all contributors sign the Contributor Agreement. 2.2 (b) The Author shall deliver the complete and final materials by June 30, 2024 (the "Due Date"). Interim materials are to be delivered as specified in the attached Schedule. 2.3 (c) The Author shall obtain written permissions for any third-party material included in the Work. 2.4 (d) Compliance with Publisher's font guidelines is mandatory for any printer-ready material. 2.5 (e) The Publisher will notify the Author within 60 days if the materials are satisfactory or request changes. 2.6 (f) The Author may terminate this Agreement if no response is received within 30 days of a request for approval. 2.7 (g) Failure to deliver satisfactory materials by the Due Date allows the Publisher to make other arrangements at the Author's expense. 2.8 (h) The Author shall respond to copyediting queries within 14 days. 2.9 (i) Proofs must be reviewed and returned within 14 days. 2.10 (j) The Publisher covers up to 10% of the cost of Author alterations; any excess cost is the Author's responsibility. 2.11 (k) The Publisher may request amendments to tailor the Work to its intended audience. 2.12 (l) The Publisher reserves the right to make changes to improve

- marketability. 2.13 (m) The Author shall deliver a final index with the corrected proofs or the Publisher may commission it at the Author's expense.
3. Publication 3.1 (a) The Publisher will publish the Work at its expense and determine all aspects of its publication. 3.2 (b) The Author shall assist with marketing upon request. 3.3 (c) The Publisher may choose not to publish if market conditions adversely affect sales, reverting rights to the Author upon termination.
  4. Copyright/Credits 4.1 (a) The Publisher shall include a copyright notice and register the copyright in its name. 4.2 (b) The Publisher may use the Author's name and likeness in connection with the Work and its promotion.
  5. Royalties 5.1 (a) The Publisher shall pay the Author: i. 12% of Net Receipts from print editions. ii. 10% from electronic formats. iii. 5% from sales at 60% or more discount. iv. 30% from subsidiary rights sales. v. 15% for Publisher's own adaptations. vi. Pro rata for collective works. vii. 12% for usage-based digital collections. 5.2 (b) "Net Receipts" mean the amount received by the Publisher after deductions for discounts, taxes, bad debts, and returns. 5.3 (c) No royalties on revenues blocked by foreign governments. 5.4 (d) No royalties on free or discounted copies for review or promotional purposes.
  6. Accounting 6.1 (a) Payments are semiannual, with a 20% reserve for returns maintained for three periods. 6.2 (b) The Publisher may offset any due amounts against payments to the Author. 6.3 (c) The Author is encouraged to complete a payment method form for faster payments.
  7. Author's Copies 7.1 The Author receives 5 free copies of the print Work and can purchase additional copies at a 40% discount.
  8. Competing Works 8.1 (a) The Author shall not publish or permit others to publish any work similar to the Work without the Publisher's consent. 8.2 (b) The Author shall not produce competing works without prior written consent.
  9. Revised Editions 9.1 (a) If the Publisher wishes to publish a Revised Edition, the Author shall have the first right to prepare it. 9.2 (b) If the Author declines, the Publisher may engage others to prepare the Revised Edition. 9.3 (c) Revised Editions may credit the reviser(s) at the Publisher's discretion.
  10. Incapacity 10.1 In the event of the Author's death or incapacity, the Publisher may terminate this Agreement and seek repayment of any advances.
  11. Warranty 11.1 (a) The Author warrants that the Work is original, does not infringe on any rights, and will not include harmful or unlawful content. 11.2 (b) The Author shall indemnify the Publisher against any breach of warranties. 11.3 (c) If the Author is an entity, the guarantor agrees to be personally bound by the terms.
  12. Infringement 12.1 The Publisher has the right to pursue infringement claims and the Author shall assist as needed.
  13. Termination 13.1 (a) The Author may terminate for lack of response as per Paragraph 2.6. 13.2 (b) The Publisher may terminate for unsatisfactory delivery, legal liability, adverse market changes, or professional misconduct by the

Author. 13.3 (c) Reversion of rights and repayment of advances apply upon termination.

14. Notices 14.1 Notices must be in writing and sent to the addresses provided, marked for the attention of the relevant Party.

15. Data Protection 15.1 (a) The Publisher and its partners may process the Author's personal data for transaction and communication purposes. 15.2 (b) The Author must comply with data privacy laws, including GDPR, and protect personal data from unauthorized use.

16. General 16.1 (a) This Agreement contains the full understanding between the Parties and may only be modified in writing. 16.2 (b) The Parties are independent contractors. 16.3 (c) No waiver of any provision will be deemed a waiver of any other provision. 16.4 (d) Confidentiality of the Agreement's terms must be maintained. 16.5 (e) Disputes shall be governed by New York law and resolved in New York courts. 16.6 (f) US resident Authors must submit IRS Form W-9; non-US resident Authors are subject to withholding tax. 16.7 (g) Rights and obligations under this Agreement are not assignable without consent. 16.8 (h) Electronic signatures are valid. 16.9 (i) This Agreement may be withdrawn if not signed within 60 days. 16.10 (j) Provisions on warranties, data protection, and general terms survive termination. 16.11 (k) Force majeure events entitle a reasonable extension for performance or termination after 180 days.

AGREED AND ACCEPTED:

Bright Horizons Publishing, LLC

---

Alexander H. Mitchell Eleanor Johnson Date: \_\_\_\_\_ Date: \_\_\_\_\_  
Email: \_\_\_\_\_ Email: \_\_\_\_\_

#### SCHEDULE OF DELIVERABLES

Specifications for the Work: Author: Alexander H. Mitchell Title: Sustainable Futures: Green Architecture in the 21st Century Subject Matter: Innovations in sustainable architecture Level and Readership: Architects, urban planners, environmentalists, and students Delivery: Format: Electronic Text Print Publication Number of pages/words: 150,000 words / 400 printed pages Style of references: APA Interior illustrations: 500 color photographs Cover illustrations: 3 original color photographs Index: Author's responsibility