

## EDITOR AGREEMENT

made and entered into by and between

Taylor & Francis Group, LLC, a State of Delaware limited liability company, having its principal place of business at 6000 Broken Sound Parkway NW, Suite 300, Boca Raton, Florida 33487, U.S.A. (hereinafter referred to as the “Publisher”) and

**Kayhan Zrar Ghafoor, Kevin Curran, Yunhao Liu, and Linghe Kong**

(hereinafter referred to, whether one or more, as the “Editor”)

The Publisher and the Editor hereby agree as follows:

### 1. PREPARATION AND DELIVERY OF MANUSCRIPT

(a) The Editor shall facilitate the preparation by the Contributors of individual Contributions, which combined create the textual material called the “Manuscript”, and to supply the Publisher within a reasonable time, but no later than **July 1, 2020**, a work consisting of approximately 400 Manuscript pages and 80 Illustrations (hereinafter jointly referred to as the “Work”) with the title:

Artificial Intelligence Applications for Smart Cyber  
Ecosystem: Smart Cities, Cybersecurity and IoT

or such other title as may be determined by the Publisher in consultation with the Editor.

(b) The Editor shall submit the Manuscript in a suitable electronic format specified by the Publisher (refer to the Publisher’s *Production Standards and Software Guidelines for Editors*). The Illustrations submitted to the Publisher must include original electronic art files suitable for placement or reproduction, in the format specified by the Publisher. As deemed necessary, the Publisher agrees to touch up, redraw, or otherwise convert line drawings into an acceptable electronic format for reproduction, the reasonable cost of which will be applied against the Editor’s Royalty Account.

(c) The Editor shall make every reasonable effort to ensure that the Contributors obtain original material for their Contributions. The Editor will ask the Contributors to provide the Publisher with written permissions necessary for the use of material which is not original or they do not own,

and all fees and expenses for the use of such material will be borne by the Contributors. The Publisher shall make available to the Editor and Contributors Permission Verification Forms that have been approved by the Publisher for the Editor and Contributors to list copyrighted material for which permission has been obtained. If permissions are not obtained within two (2) weeks after the Work is delivered and the Editor is unable to obtain these permissions, the Publisher has the right (but not the obligation) to take such action as shall be required to obtain the necessary permissions. Any permission charges or other expenses incurred by the Publisher in securing such permissions (including reasonable legal fees), shall be charged to the Royalty Account.

### 2. MANUSCRIPT EDITING

The Publisher may edit the Work in accordance with the Publisher’s style of capitalization, punctuation, spelling, and usage.

### 3. EDITOR’S CORRECTIONS

The Editor agrees to read, correct, and promptly return to the Publisher within thirty (30) days, all proofs of the Work in accordance with the Publisher’s specified schedule. The lead Contributor for every chapter will receive a copy of the proofs of his Contribution to read, correct, and promptly return within thirty (30) days. Editor or Contributor alteration costs in excess of ten percent (10%) of the cost of the original composition, and any expenses incurred by the Publisher in the making of Illustrations replacing those originally submitted with the Work, shall be charged to the Royalty Account. In the event that correction of proofs is not returned

within thirty (30) days, the Publisher shall have the right to publish the Work without the approval of the Editor or Contributors.

#### 4. PRODUCTION AND SALE

The Publisher will, subject to the terms and conditions of this Agreement, publish the Work in a format and style that it deems appropriate, and

- (i) except as provided in Paragraph 3 above, assume all costs of the Publisher's editing, proofreading, typesetting, preparing of the index, lithography, engraving, printing, binding, packaging, and all other manufacturing processes, and
- (ii) pay all costs of promoting, advertising, and selling the Work, the extent of which shall be determined by the Publisher. The Publisher shall have the sole right to determine the price at which the Work will be sold and the manner in which it will be promoted, advertised, and marketed.

#### 5. COPYRIGHT

The Editor hereby expressly grants, transfers, and assigns to the Publisher full and exclusive rights to the Work, including, without limitation, the copyright in the Work, all revisions thereof, and the right to prepare translations and other derivative works based upon the Work in all forms and languages for the full term of copyright, and all renewals and extensions thereof, throughout the World. The Publisher's exclusive rights include, without limitation, the right to reproduce, publish, sell, and distribute copies of the Work, selections therefrom, and translations and other derivative Works based upon the Work, in print, audiovisual, electronic, or by any and all media now or hereafter known or devised, and the right to license or authorize others to do any or all of the foregoing throughout the World.

The Publisher will register copyright in the Work in the name of the Publisher in compliance with the United States Copyright Law.

#### 6. ROYALTIES

(a) The Publisher agrees to pay the Editor (or someone designated by the Editor), and the Editor shall accept as payment in full for writing and delivering the Manuscript and Illustrations, for the performance of all of the obligations of the Editor hereunder, and for all the rights granted to the Publisher pursuant to this Agreement, the following amounts:

- (i) For copies in print or eBook format sold by the Publisher in the United States of America, **ten percent (10%)** of the Publisher's net receipts (as defined in Paragraph 6(d) below).
- (ii) On translations, licensing sales, electronic database sales, excerpts, abridgments, deep discount sales (sales at a discount of fifty percent (50%) or greater of the Publisher's established list price of the Work), and on all sales of copies of the Work outside the United States of America, the Publisher shall pay royalties at one-half (½) the rate set forth in Paragraph 6(a)(i) above in respect of the Publisher's net receipts. In the event the Work is included in an electronic database with other works, or is otherwise exploited in combination with other works, royalties shall be apportioned by Publisher in its sole discretion, exercised in good faith.

(b) In the event the Publisher exercises any of the rights of the Publisher pursuant to Paragraph 5 above and a royalty is not specifically provided for, the royalty which shall be payable to the Editor shall be one-half (½) of the rate set forth in Paragraph 6(a)(i) above in respect of the Publisher's net receipts.

(c) Notwithstanding the above, no royalty will be paid on copies of the Work furnished gratis for review, advertising, promotion, bonus, sample, or like purposes, or on copies of the Work sold at less than Publisher's cost, or on any copies returned to Publisher for any reason, or on copies of the Work sold to the Editor. Free use of the rights granted herein may be made by the Publisher to promote the sale of copies of the Work and the rights therein. The Publisher may create a reasonable reserve for returns when calculating royalties.

(d) For purposes of this Agreement, the Publisher's "net receipts" from sales shall mean monies received by the Publisher from such sales less adjustments for discounts, credits, and returns. Royalties will not be paid on prepaid transportation, postage, insurance, and taxes. The Publisher's "net receipts" from licensing or assignment shall mean monies received by the Publisher less any specified costs of such licensing or assignment.

(e) All payments made under the terms of this Agreement will be subject to Federal income tax withholding, as required by the United States Internal Revenue Code.

(f) All royalties and other income accruing to the Editor under this Agreement shall be credited to an account maintained on the records of the Publisher (the "Royalty Account"), which Royalty Account will be charged for all amounts paid or payable to Editor, including any advance payments, and for all amounts Editor is charged, or obligated to pay, pursuant to this Agreement.

(g) The royalty due is to be apportioned equally between the Editors.

## 7. ACCOUNTS

(a) The Publisher will render to the Editor statements of sales made (hereinafter referred to as the "Statement"), the Publisher's net receipts, fees, and other monies received from licensing, if any. These Statements will be rendered semi-annually in August of each year for the six (6) months ending as of the preceding June 30<sup>th</sup>, and in February of each year for the six (6) months ending as of the preceding December 31<sup>st</sup> (hereinafter referred to as the "Accounting Period"). Subject to the provisions of this Agreement, the Statement will be accompanied by a check (or funds electronically deposited into an Editor's bank account) for any monies shown to be due by such Statement. If less than fifty dollars (\$50.00) (one-hundred dollars (\$100.00) for an electronic payment) is shown to be due in any Accounting Period, the Publisher may defer payment thereof until the next period in which fifty dollars (\$50.00) (or one-hundred dollars (\$100.00) if electronic payment) or more is shown to be due. No Statement will be sent to an Editor if no payment is due.

(b) If any person comprising the Editor has received an overpayment of money from the Publisher or has an outstanding monetary obligation to the Publisher, whether arising out of this Agreement or any other agreement(s) with the Publisher, the Publisher may deduct the amount of such overpayment or outstanding obligation from the Royalty Account or any sums due to such person under this Agreement.

## 8. FREE AND DISCOUNT COPIES

Upon first publication of the Work in book form, each Editor named herein shall be entitled to receive from the Publisher, without charge, **five (5)** copies of the Work. The Editor shall also be entitled to purchase additional copies of the Work for the Editor's personal use at a discount of thirty percent (30%) off the suggested retail price of the Work, plus the cost of shipping and handling, while the Work remains in print. No royalties shall be paid on copies of the Work purchased by the Editor.

## 9. EDITOR'S WARRANTIES

(a) The Editor represents and warrants to the best of his knowledge and belief that:

- (i) he has the full right and authority to enter into this Agreement and to grant the rights granted to the Publisher;
- (ii) he has not previously assigned, transferred, or otherwise encumbered such rights;
- (iii) the Work shall be original by the Editor;
- (iv) the Work will not infringe upon any statutory or common law copyright or violate any law or government regulation;
- (v) the Work will not contain any matter which will be libelous or otherwise injurious or in violation of any right of privacy or any other personal or proprietary right of any third party; and
- (vi) the Work contains no material which is inaccurate, nor contains any statement, instruction, material, or formula that involves the foreseeable risk of injury to readers or users of the Work.

Should any material be submitted for publication in the Work which, in the opinion of the Publisher, may result in a breach of any of the foregoing warranties, the Publisher shall have the right to publish the Work without such material or not publish the Work at all. Nothing contained herein shall be deemed to impose upon the Publisher any duty of independent investigation, nor shall any independent investigation by the Publisher relieve the Editor of the Editor's obligations hereunder.

(b) The Editor represents and warrants that, except as previously disclosed to the Publisher in writing, the Editor has not aided in the preparation of, and is not under any obligation to any other publisher or person, to prepare any publication directly competitive with the Work, or which could interfere with his performance of this Agreement, or interfere with or impair the sale of the Work.

(c) The Editor and Publisher shall each promptly inform the other of any claim, demand, or suit made against it in connection with the Work. The Editor shall fully indemnify and hold the Publisher harmless against any loss, damage, cost, or expense (including reasonable counsel fees) which may be sustained or incurred by the Publisher by reason of any claim, demand, investigation, suit, or recovery arising out

of the breach or alleged breach of any of the foregoing warranties.

(d) The Publisher shall have the right to defend any such suit through counsel of its own choice and the right to settle any such suit on such terms as the Publisher shall deem advisable; provided, however, that the Editor shall not be responsible for indemnifying the Publisher for any settlement made without the Editor's consent, which consent shall not be unreasonably withheld or delayed.

(e) In the event of a claim or suit against the Publisher which, if sustained, would constitute a breach of any of the Editor's warranties, the Publisher shall have the right to withdraw the Work from distribution and withhold royalties which become due to the Editor, pursuant to this Agreement, pending a final determination of such claim or suit. The Publisher shall have the right to apply any such withheld royalties to the reduction of any of the obligations of the Editor to the Publisher contained in this Paragraph 9.

(f) Editor's representations, warranties, and indemnities as stated herein may be extended by Publisher to third party licensees and grantees, and Editor shall be liable thereon as if such representations, warranties, and indemnities were originally made by Editor to them.

The provisions of this Paragraph 9 shall survive the termination of this Agreement.

## 10. OTHER PUBLICATIONS

The Editor agrees, so long as the Work remains in print, to refrain from editing or preparing for another publisher any work that shall interfere with or inure the sale of the Work. The Editor may, however, draw on and refer to material contained in the Work in preparing articles for publication in professional journals, for teaching purposes, and for delivery at professional meetings and symposia, provided appropriate credit is given to the Publisher and the Work.

## 11. DESIGNATION AS EDITOR

The Publisher shall have the right to designate the Editor as the Editor of the Work, and, if the Editor be more than one, in such manner and order as the Publisher may determine, in its reasonable judgment, fairly reflects the Editors' relative contributions to the Work, and to use the Editor's name and likeness in advertising and promoting the Work and derivative works based on the Work, and other commercial use in connection with the Work. Where there is more than one Editor, a single Editor shall be designated Lead Editor for the purpose of dealing with the Publisher.

## 12. IMPRINT

The Work will be published initially under the imprint of Taylor & Francis, a CRC Press book, or such other imprint as the Publisher deems suitable for the Work.

## 13. REVISIONS OR NEW EDITIONS

(a) Subject to the terms and conditions hereof, if the Publisher determines that a revision or new edition of the Work is desirable, it shall request each person comprising the Editor to participate in the preparation of the revision or new edition pursuant to a schedule established by the Publisher in consultation with the Editor. Each person so requested to participate shall advise the Publisher in writing within ninety (90) days whether he will participate in the preparation of such revision or new edition.

(b) The Publisher may select a successor to any person comprising the Editor to participate in the preparation of a revision or new edition, or may designate the remaining persons comprising the Editor to complete such revision or new edition, under the following circumstances:

- (i) the death, incapacity, or inability of any person comprising the Editor to effectively participate in a timely manner pursuant to Publisher's schedule in the preparation of such revision or new edition;
- (ii) the failure of any person comprising the Editor to advise the Publisher in writing within the specified ninety (90) day period that he will not participate; or
- (iii) the failure or inability of any person comprising the Editor to prepare the revision or new edition, or collaborate in its preparation, in a timely manner pursuant to the Publisher's schedule.

If the failure to revise the Work is due to the Editor's death, the Editor's estate shall be entitled to one-half (1/2) the sums which would have accrued to the Editor for the revised edition if he had participated in its publication. On the following edition, the deceased Editor's estate will be entitled to one-quarter (1/4) of the paid royalty. Thereafter, the Editor's estate shall have no proprietary interest in the Work and no further rights to the accrued royalty.

(c) Any royalties or other compensation payable to any successor of a person comprising the Editor in respect of any revision or new edition of the Work shall be deducted from any royalties or other compensation which may be or become due to the person or persons comprising the Editor who is or are succeeded. In the event any person comprising the Editor does not participate in a revision or new edition of the Work, the Publisher shall have no obligation to request such person

to participate in any subsequent revision or new edition of the Work. If the nonparticipating Editor's contribution to the Work in the new edition is substantial, he shall be entitled to a royalty negotiated to the satisfaction of all parties.

(d) When publishing revisions or new editions, and in the promotion thereof, the Publisher may give credit to the Editor and any successor of a person comprising the Editor, in such order and manner which, in the judgment of the Publisher, fairly reflects their relative contributions to such revision or new edition, and, if appropriate, in the reasonable judgment of the Publisher, omit the name or names of the person or persons comprising the Editor who do not participate or collaborate in such revision or new edition.

(e) All terms and conditions of this Agreement applicable to the first edition of the Work, excluding any grants and advance payments, shall apply to each revision or new edition thereof, unless otherwise provided herein.

#### 14. OUT-OF-PRINT PROVISIONS

If at any time the Publisher determines that the demand for the Work is insufficient to warrant its continued publication, the Publisher may declare the Work out-of-print. In such event, the Editor shall have the right to purchase the Publisher's stock of the Work, if any, at one-quarter (1/4) of the Publisher's established list price, but not below cost. The Work will not be deemed out-of-print if it is on sale by the Publisher in any form permitted hereunder, or if it is under option, or if any license granted by the Publisher is outstanding.

If the Publisher declares the Work out-of-print, then, upon the Editor's written demand, the print (but not the eBook or any electronic product) rights granted by the Editor under this Agreement will revert to the Editor and this Agreement will terminate, subject to any outstanding licenses, and except for Paragraph 9. If there are multiple Editors under this Agreement, they will take individual ownership, in proportion to their respective shares of the royalties under this Agreement, of all rights jointly owned by them at the time of termination. The termination of this Agreement will not affect the Publisher's continuing right to sell all remaining bound copies and sheets of the Work and derivative works on hand at the time of termination.

#### 15. NON-DELIVERY OF THE WORK

If the Editor for any reason fails to deliver to the Publisher any of the materials as set forth in Paragraph 1 of this Agreement in form and content satisfactory to the Publisher by agreed upon dates, the Publisher shall have the right, upon thirty (30) days written notice to the Editor, to terminate this Agreement without any further obligation or liability to the Editor. In the event that this Agreement is

terminated by the Publisher pursuant to this Paragraph 15, the Editor shall return to the Publisher all payments, if any, theretofore made to the Editor hereunder within one-hundred and twenty (120) days of the date of termination of this Agreement, and the Publisher shall return all unpublished materials to the Editor.

#### 16. GENERAL PROVISIONS

(a) This Agreement is the entire agreement between the parties relating to the Work. It supersedes all previous oral or written representations or agreements relating to the Work and may not be modified or amended, nor may any of its terms or provisions be waived, except by a written instrument executed by the parties affected by such modification, amendment, or waiver.

(b) All obligations, liabilities, warranties, and covenants of the Editor pursuant to this Agreement shall be joint and several, so that each person comprising the Editor shall be obligated with respect to the performance of the Editor as if he were the sole Editor.

(c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and assigns, except that the Editor's obligations may not be assigned without the Publisher's prior written consent, and any assignment without such consent shall be null and void.

(d) It is agreed that the Editor is for all purposes of this Agreement an independent contractor, and the Editor is in no respect an agent, employee, or joint venture of Publisher.

(e) Neither the Editor nor the Publisher shall be liable, nor shall the Work be deemed out-of-print, because of any delay caused by acts of God, restrictions imposed by law or government regulation, shortages in supply of material or labor necessary for the preparation or production of the Work, or other similar or dissimilar acts beyond their reasonable control. In no event shall either the Editor or the Publisher be liable for special, incidental, or consequential damages.

(f) This Agreement, regardless of the place of its physical execution, shall in all respects be governed by and construed in accordance with the internal law, and not the law pertaining to conflicts or choice of law, of the State of Florida. Each of the parties to this Agreement hereby expressly and irrevocably agrees and consents that any suit, action, or proceeding arising out of or relating to this Agreement shall be instituted exclusively and only on a state or federal court sitting in Miami, Florida, and, by execution of this Agreement, each of the parties hereto expressly waives any objection that it may have now or hereafter to the laying of venue or to the jurisdiction of any such suit, action, or

proceeding in Miami, Florida, and each of the parties to this Agreement further irrevocably, exclusively, and unconditionally submits to the personal jurisdiction of any state or federal court sitting in Miami, Florida in connection with any such suit, action, or proceeding.

**17. ELECTRONIC SIGNING OF AGREEMENT**

All parties of this Agreement agree to execute this Agreement by electronic signature and agree to be subject to the provisions of the U.S. E-SIGN Act (i.e., the [Electronic Signatures in Global and National Commerce Act \(ESIGN, Pub.L. 106-229, 14 Stat.464](#), enacted June 30, 2000, [15 U.S.C. Ch. 96](#)).

IN WITNESS WHEREOF, the parties hereto have duly electronically executed this Agreement effective the last date signed.

**EDITOR INFORMATION:**

<b>Name:</b> _____	
<b><u>PLEASE NOTE:</u></b> Royalty Statements and any non-electronic monetary payments <i>will be sent to your permanent domicile</i> . Also, we prefer to send all correspondence sent via postal services and complimentary copies to this location.	
<b>REQUIRED – Permanent Domicile</b> (no P.O. Box address, please):	
<b>Street:</b> _____	
<b>City, State/Province, Zip/Postal Code:</b> _____	
<b>Country:</b> _____	<b>Citizenship:</b> _____
<b>Primary Phone:</b> _____	<b>Alternate Phone:</b> _____
<b>Fax:</b> _____	<b>Email:</b> _____
<hr/>	
<b><u>Business / Academic Information:</u></b>	If you would like complimentary copies and all correspondence, <b>excluding Royalty information</b> , sent to the address below, please indicate YES here: _____
<b>Affiliation:</b> _____	
<b>Street:</b> _____	
<b>City, State/Province, Zip/Postal Code:</b> _____	
<b>Country:</b> _____	
_____ Editor's Signature	_____ Date
Richard A. O'Hanley, Publisher	Date

Richard A. O'Hanley, Publisher • Tel: 917-351-7146 • Email: rich.ohanley@taylorandfrancis.com  
Taylor & Francis Group, LLC, 6000 Broken Sound Parkway NW, Suite 300, Boca Raton, FL 33487

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<b>Editor’s Signature</b>	<b>Date</b>
Richard A. O’Hanley, Publisher	Date

Richard A. O’Hanley, Publisher • Tel: 917-351-7146 • Email: rich.ohanley@taylorandfrancis.com  
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