

**Must Read Magazines,
A Division of Must Read Books Publishing
1 Paragraph Inc.**

25 SE 2nd Ave Ste 550 #698, Miami, FL 33131 • phone 310-878-1127

October 8, 2025



We are pleased that you have submitted your work to *Analog Science Fiction and Fact* (the "Magazine"), published by 1 Paragraph Inc., d/b/a Must Read Magazines (the "Publisher"), and we acknowledge receipt of your manuscript entitled **"Recognition, Memory"** (the "Work") by **Benjamin C. Kinney**.

This letter, when signed by you and countersigned by the Publisher, shall constitute our agreement regarding the Work as follows:

1. In consideration of our payment to you (or your duly designated agent, if one is listed below) upon execution of this agreement of the sum set forth below, you irrevocably grant the Publisher and its licensees, successors and assigns the following worldwide publishing, distribution and other rights in the Work:

a. First English language publication rights (until one year after first publication of the Work in the Publisher's magazine) and non-exclusive translation rights for use in all editions of the Publisher's or its licensees' editions of the Magazine in any and all formats and non-dramatic media now known or hereafter known or devised, including electronic and non-dramatic audio or podcast distribution, reproduction, display, transmission, lending, license, market, sale or otherwise made available for reading (collectively defined as "publish"). You agree you will not permit any other publication of the Work (excluding any "Best-of-Year" collections), or performance of the Work as a television, radio, motion picture, stage, or other audio-visual production until one year after first publication of the Work in the Publisher's magazine. You grant the Publisher for the term of copyright, and any renewals, revivals, or extensions thereof the right to nonexclusively publish the Work in the context of the Magazine's archive, club, library, website or application or other interactive software for reading now known or hereinafter invented (collectively defined as "archive"). For these rights the Publisher agrees to pay upon acceptance the following fee: **THREE HUNDRED FORTY-SIX DOLLARS AND EIGHTY CENTS (\$346.80)**. The Publisher agrees to provide you with two (2) complimentary copies of the issue in which the Work appears. These copies shall be sent to you at the address provided at the time of contract execution.

b. Non-exclusive foreign language right to exercise or license others to publish or archive the Work, in all languages, in magazines and newspapers other than those published by the Publisher. For these rights the Publisher agrees to pay upon signing the following fee: **SIXTY-ONE DOLLARS AND TWENTY CENTS (\$61.20)**.

2. In addition to the foregoing, the Publisher shall have the right to exercise publish, or archive or license others to do the same **in context of** the following rights in the Work for the amounts indicated below (to be paid when such option is exercised):

a. Non-exclusive anthology rights with respect to anthologies published or licensed by the Publisher, in any and all **non-dramatic** formats and media **for reading and listening** now known or hereafter known or devised, including electronic and audio distribution, and containing the Work, for which you will be compensated as follows:

(i) \$50 for first worldwide English language anthology rights (or \$40 for first North American English language anthology rights);

(ii) \$25 for each subsequent English language anthology use;

(iii) \$20 for foreign language anthology rights;

(iv) \$30 for Paper Goods Rights tied-into to the Magazine, e.g. excerpt in calendar, postcard, greeting card or notebook.

b. **intentionally deleted.**

c. **intentionally deleted.**

d. **intentionally deleted.**

e. The first right to develop or license the development of special projects, including, but not limited to, games, toys, T shirts, calendars, and other items based upon characters, ideas, or plots from the Work, for which we shall pay you a sum equal to **6% of the list until 25,000 units, and 6.5% of the list thereafter** received by the Publisher from such projects.

3. The Publisher shall have the right, at its discretion, to illustrate the Work, to change its title, and to edit the Work in a manner consistent with the editorial standards of the Magazine and its publishing guidelines. You shall have the right to approve the final text and title of the Work, the Publisher agrees to **provide** any final text and proposed title of the work to you for approval, and you agree to respond with corrections or approval (**the “approved final text”**) within seven (7) days of receipt. Publisher will respond to a reasonable request for an extension for circumstances beyond your control, extending up to as much as fifteen (15) days. Such approval shall not be unreasonably withheld or delayed, and at the end of the given period the provided version of the **text and title** shall be considered **approved** by you (**the “approved final text”**). Limited only to other rights and formats granted herein, after you **approve** the final text and title, you consider the text and title of verbatim versions or translations of the **approved** final text **granted above to be accepted**. The Publisher shall also have the right, at its sole editorial discretion, any time prior to six weeks before the publication of the Work, to offer you to keep the signature payment as a “kill fee,” and revert the rights granted herein, with the exception of the survival of the obligations of the Parties in 5, 8, 9, 11, 13, and 16. The Work shall be no fewer than 5100 words, unless fewer are requested in writing by the Publisher.

4. The Publisher shall also have the right to use the Work, including your **byline**, your biography, and your likeness in connection with the Work, in all advertising and promotion of the Magazine, Publisher's or its licensees' other magazines, or the Publisher, and to license such use in connection with the rights granted pursuant to Section 2 hereof.

5. The Publisher shall not license or intentionally authorize third parties to use the Work for purposes of training artificial intelligence (“AI”) technologies to generate material, including technologies that are capable of generating works in the same style or genre as the Work. You acknowledge and agree that the Publisher may use the Work in connection with AI-powered tools and technologies utilized in the normal course of their operations, provided that they will not use the Work in AI-powered tools to generate new works in the same style or genre as the Work. You acknowledge that Publisher is not responsible for the unauthorized actions and conduct of third parties who attempt to use the Work for generative AI training. The Publisher will use commercially reasonable efforts to include a limitation in any sublicense of the Work prohibiting the use of the Work for training and developing generative AI technologies, except as used in the normal course of publishing operations, **provided that they will not use the Work in AI-powered tools to generate new works in the same style or genre as the Work.**

6. You warrant that the Work (a) was created solely by you, (b) is entirely original, (c) was not copied from any other source or Artificial Intelligence, (d) has not been previously published in any form in any medium, (e) does not defame, disparage, or violate the rights of privacy or publicity or any other rights of any person or institution, including but not limited to false light, public disclosure of private facts, intrusion, and commercial appropriation of name or likeness (f) is not libelous or slanderous, and (g) does not instruct the reader in a way that would cause harm to others intentionally or via negligence (h) does not infringe upon any copyright, trademark, or other proprietary right including but not limited to title, slogan, logo, trade name, trade dress, service mark, or service name (i) does not violate any other law or intend to cause outrage or outrageous conduct, or any prima facie tort. You further warrant that neither the Work nor any rights in it have been sold previously and no one but you possess any rights in or to it. You agree to hold the Publisher, its licensees and assigns harmless against any claims or suits (including costs, expenses, and reasonable attorney's fees) arising out of a breach or alleged breach of your warranties and/or agreements hereunder.

7. If permission is required from any third party for use of any copyrighted or trademarked material incorporated in the Work, you shall procure and deliver to the Publisher, simultaneously with delivery of the manuscript, at your expense, signed written permission, in a form acceptable to the Publisher, to reprint such material from the appropriate proprietor.

8. The Publisher undertakes to make its commercially reasonable efforts to ensure that your **approved attribution** will appear with the story of every copy of the Work published by Publisher and its licensees, and the Publisher will ensure that every sublicense regarding the Work will require the same of any sublicensee, and in the event of any error by a third party, you may notify the Publisher and Publisher will use its commercially reasonable efforts to induce the sublicensee to make a suitable correction. The rights and obligations of this paragraph shall apply to all versions and translations of the Work. Where the Publisher reasonably requests, you agree to provide to third parties (such as sublicensees) affirmations of the rights granted by you to Publisher under this Agreement, subject to the terms of this Agreement.

9. You agree that following publication of the Work in the Magazine, the Publisher and the Magazine will receive suitable credit as the original publisher of the Work if the Work is subsequently published in an anthology other than one published or licensed by the Publisher.

10. Except as explicitly written herein, this Agreement describes the entire agreement and understanding of the Parties and supersedes and replaces all prior oral or written representations or agreements with respect to the subject matter hereof. There are no representations, warranties, or covenants of the Parties other than those expressly set forth herein.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective heirs, executors, administrators, successors and assigns.

12. This Agreement is governed solely by New York State law and can only be changed or modified by an agreement in writing, signed by each of us. Neither party can transfer or assign this Agreement without the consent of the other party.

13. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. Termination. The rights granted hereunder shall terminate if Publisher does not publish the story within thirty (30) months of signing.

15. Breach/Cure. In the event of Publisher's breach of a material or financial term of this agreement, you may request in writing that the Publisher cure its breach (a "Cure Request"). The Publisher agrees that, upon its receipt of a Cure Request, the Publisher will attempt to promptly cure its breach. If fifty (50) days after the Publisher's receipt of a Cure Request the breach has not been cured, then you may demand in writing that the Publisher cease further sales of the Work and inclusion in its archive. The Publisher will comply with any such written demand, removing the work from its archives beginning no later than ten (10) business days after the Publisher's receipt thereof and continuing until the breach has been cured or you have withdrawn your demand.

16. Survival. Unless terminated prior to the First English language publication by Publisher under paragraph 3, the Parties' rights and obligations under paragraphs 5, 8, 9, 11, 13, and 16, of this Agreement shall survive the expiration or termination of this Agreement.

Sincerely,
1 Paragraph Inc.
d/b/a Must Read Magazines

AGREED:

Author Signature: _____

Author Printed Name: _____

For the Publisher: _____

Name: _____

Its: _____

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