How to say “I was wrong.”

written by Holly
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By Holly Lisle

I was wrong. Now I'm sheepish.

You start by saying, **“I was wrong.”** So I’ll start there.

Last week, **I looked at the EULA for a piece of software called iBook Author**, and based on reading the EULA and on reading the interpretations of the EULA by folks better at this than I am, and ***based on the understanding that iBook Author was designed to be the creation point of original work, and not as a formatter of work created on other platforms***, and with that understanding seeing in Apple’s EULA a serious and unethical rights grab, I pulled my own work from Apple’s website on principle, and informed my students that I could no longer recommend iBookstore as an ethical market for their work.

While the comments I received were primarily emotional posts about hating Apple or opinion pieces based on nothing, I also got several quiet, reasoned comments about how the software was NOT a word processor, but was in fact a software packager, a creator of interactive software designed specifically for

use on the iPad.

So I downloaded the software.

And the folks who said, “It’s not a word processor” were right. It’s not software for novelists. It’s pretty nice software for taking courses you’ve created and adding interactive media to them. It creates software, and that software is only usable on the iPad.

I would not present a novel in this software, or software like this for other platforms. But *iBook Author* would be one way to create a version of my **How To Write A Series** course, for example, which depends heavily on video, with transcripts and worksheets. And paying Apple to sell the course on its site truly would be no different than paying Apple its commission for selling my books through its bookstore.

Apple has done nothing wrong with either the software or its EULA. Folks who misunderstood the nature of the software, including me, got it wrong.

My actions and final recommendation, then?

ACTIONS

- I’ve put my books for sale on iBookstore again.
- I have sent an email to my students and readers explaining the error I made, and where my error lay.

RECOMMENDATIONS

- If you use *iBook Author*, make sure that you have created your work in a word processor that will allow you to preserve formatting, pagination, headers and footers, footnotes, bibliographies, etc. in a form you can easily copy and paste INTO *iBook Author* and other
- I recommend iBookstore as an acceptable market for writers, along with Barnes & Noble, Amazon.com, and CreateSpace, all of which follow open accounting

practices with your work, pay regularly, and currently offer favorable terms to self-publishers.
- **I strongly support presenting your work equally and simultaneously in multiple markets and formats**, in order to keep competition strong among bookstores, and in order to keep the terms of each bookstore most favorable to the individual independent writer. **Don't give any market special treatment or exclusivity:** Doing so will permit that market to kill competition, and eliminate your ability to work for favorable terms.

Thanks to those of you who took the time to point out what the software actually is, and to show me by example where I made my mistake. I am pleased to be able to correct my error.

1-25-2012
ADDED LATER:

I added the following in reply to a post by Scrivener, and have added it here in case later replies move that post off the page:

Okay, let me run through this for you in specific detail, so you understand why I reversed my previous position.

From Apple's EULA including a definition of "THE WORK"

> *IMPORTANT NOTE:*
> *If you charge a fee for any book or other work you generate using this software (a "Work"), you may only sell or distribute such Work through Apple (e.g., through the iBookstore) and such distribution will be subject to a separate agreement with Apple.*

Understand—I'm not a lawyer. I am a writer who has pored word by word over every contract I've signed with every publisher I've ever had, and over the changes my agent made before that contract hit my hot little hands. So I have experience reading

contracts that apply to me. A lawyer might take my interpretation here and tell me I'm full of shit. But I'll take that chance.

THEM: **If you charge a fee for any book or other <u>work you generate using this software</u> (a "Work"),**

ME: *If you are charging people for the product you create with our product*

THEM: **you may <u>only sell or distribute such Work</u> through Apple (e.g., through the iBookstore)**

ME: *you may only sell or distribute THE WORK YOU CREATED ON THIS SOFTWARE through Apple.*

This is where understanding definitions comes in handy, and why I require people writing on this weblog to post their definitions when using words in ways that don't fit the real definition of the word.

It's also why it matters that this is a single-platform, limited-use ebook formatter, and NOT A WORD PROCESSOR. A word processor creates something that is intended to be used for original creation of original content. Such a clause on a word processor would be a rights grab.

In the first part of the sentence, "THE WORK" is defined as "that which has been created on this software." That is its sole and limiting definition. It does not apply to any version of the work created on other software. You have to hold both parts of that clause together. You cannot separate them. If you separate them, you misunderstand the clause. As written, it is a single, self-limiting clause that makes clear the version to which Apple claims an interest in is the version created on their software—and their software creates a version that can only be used on one specific platform (the iPad) which they have created and own.

THEM: **and such distribution will be subject to a separate agreement with Apple.**

ME: *If they're going to pay you, you have to sign their contract. Which you have to do to sell ANYTHING on ANYONE's platform.*

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