



## IngramSpark Global Print on Demand Agreement

This IngramSpark Global Print on Demand Agreement (“Agreement”) is entered into by and among Lightning Source LLC, a Delaware limited liability company with its principal offices at 1246 Heil Quaker Boulevard, LaVergne, Tennessee 37086 (“LSI”), Lightning Source Australia Pty Ltd. ABN 94 147 174 374 (“LSAUS”), and Lightning Source UK Ltd., a private company limited by shares formed under the laws of England and Wales (“LSUK”) (collectively referenced herein as “Lightning Source”) and [ ], with its principal offices at [ ] (“Client”). This Agreement shall only become effective as of the date last signed below (the “Effective Date”).

WHEREAS Lightning Source provides Print on Demand (“POD”) services for certain books and materials, with locations in the US, UK, and Australia, and the Client is a publisher who wishes to utilize the Lightning Source Print on Demand capabilities;

WHEREAS the Client is requesting Lightning Source to provide certain POD services;

NOW THEREFORE the parties hereby agree as follows:

### I. Print on Demand Services

- A. Services/ Locations. LSI located in the United States, LSUK located in England, and LSAUS located in Australia, pursuant to the terms of this Agreement, shall make POD services available, as more specifically described in the Operating Manual (the “Services”) from the United States, England, Australia, and/or other such sites or locations as may become available to the Client (individually and collectively referred to as the “Market”). Services are available for Title(s) residing a Lightning Source database. A “Title” is defined as a work made available by the Client and identified by a unique name, title, or number given to a book, composition, catalogue, journal, or other similar work. The Client will decide whether to place an order with LSI, LSAUS, or LSUK, and the applicable Lightning Source entity performing the Service will invoice the Client. In the event the Client is in the business of or later begins acquiring, compiling, or gathering Mass Produced Content (defined in Exhibit V), the terms contained in Exhibit V will apply to all Titles as of the date the first MPC is uploaded to Lightning Source.
- B. Operating Manual. The IngramSpark User Guide (the “Operating Manual”) is hereby incorporated by reference, forming an integral part of this Agreement. The Client confirms it has reviewed or has been given the opportunity to review the Operating Manual, which may also include, without limiting, self-help and other guidance documents issued by Lightning Source from time to time. For clarity, in no event shall Lightning Source provide or be responsible for any writing, editing, or editorial review services as part of any quality review or control standards Lightning Source may make available in association with the manufacture and shipment of books. Lightning Source reserves the right to modify the Operating Manual from time to time without the Client’s consent, however, Lightning Source agrees to provide notice to the Client of a material change to the Operating Manual prior to the change taking effect. The Client may access the most current edition of the Operating Manual online via their IngramSpark account.
- C. Applicable Products and Services Pricing. The Client will pay the fees set forth in the applicable Market Products and Servicing Pricing Schedule then in effect at the time of order placement (each individually and collectively referred to as the “Pricing Schedule”). The Pricing Schedule is hereby incorporated by reference and forms an integral part of this Agreement and Lightning Source reserves the right to modify the Pricing Schedule upon notice to the Client. Freight charges are determined from the place of manufacture. LSI, LSUK, or LSAUS individually reserves the right to offset any Client past due balances under this Agreement against any amounts LSI, LSUK, or LSAUS may owe the Client.
- D. Term and Termination. Any party may terminate this Agreement (with or without cause) by giving the other party forty-five (45) days written notice. Alternatively, this Agreement may be suspended or terminated immediately by LSI, LSUK, or LSAUS upon a reasonable belief of inaccurate or improper Title information or account information, an act of fraud, embezzlement, theft or any actual, suspected or alleged violation of law occurs by the Client or Client’s employees, agents, or designees. In the event only one Lightning Source party terminates or suspends this Agreement, the Agreement shall remain in effect as between the Client and the non-terminating Lightning Source parties. **Where Lightning Source suspends performance or terminates the Agreement pursuant to this Section I(D), Client agrees such suspension**

## IngramSpark Global Print on Demand Agreement

or termination also includes Lightning Source's right to suspend any payment owed to Client until all matters concerning the action giving rise to the suspension or termination have been fully and completely resolved. Any party may terminate this Agreement immediately for "Cause" upon notice to the other party. For the purposes of this Agreement, "Cause" shall mean any of the following:

1. Any of the following occurs with respect to the other party:

- a. The other party (i) files a voluntary petition for bankruptcy, initiates or consents to the initiation of insolvency proceedings with respect to it, or consents to the appointment of a trustee or receiver for its assets or business; (ii) the other party has an involuntary petition for bankruptcy filed against it by its creditors, becomes subject to insolvency proceedings or has a trustee or receiver appointed with respect to its business or assets which petition, proceeding or appointment is not dismissed within sixty (60) days of the date filed or entered; (iii) the other party makes an assignment for the benefit of creditors; or the shareholders or other owners of the other party elect to dissolve the other party or if proceedings are initiated to dissolve the other party if those proceedings are not dismissed within sixty (60) days of filing.

- E. Rights to Print/Distribute. Except as provided for herein, all intellectual property rights to the Client's Titles in the Lightning Source database remain the property of the Client. The Client hereby grants to Lightning Source a non-exclusive, transferable, irrevocable, worldwide license, with right to sublicense; (a) to print or cause to be printed, Client's Titles to fulfill Client's orders and/or Lightning Source's customer orders, either on-demand or in anticipation thereof, (b) to provide the Services in accordance with this Agreement, (c) to advertise the Titles, (d) to display Client trademarks and logos in the form provided to Lightning Source or as are provided in the Titles and/ or, (e) to distribute the Titles during the term of this Agreement. The rights granted to Lightning Source are sublicensable to our affiliated and subsidiary companies, and those commonly known as "Ingram Content Group" companies, and includes those platforms owned or controlled by Ingram Content Group companies, including without limiting, websites and applications. Additionally, the license granted to Lightning Source herein includes the right; (a) to store the Titles within Lightning Source digital storage systems (whether owned or licensed), (b) to reformat the Titles as necessary to fulfill Lightning Source obligations and provide the Services, including, without limiting; (i) to convert physical books and digital files of the Titles to Lightning Source compatible electronic file formats, (ii) to edit, modify, reproduce, and use the Titles metadata provided or otherwise acquired, including enhancing portions of the Titles' files and metadata for purposes of advertising, marketing, and selling the Client's titles (whether in physical or electronic formats), (iii) to transmit the Titles metadata to third parties for the purpose of fulfilling Lightning Source obligations and enhancing our services, (iv) to advertise the Titles or generally make the Titles known to potential customers, (v) to index the Titles within Lightning Source systems or those of our affiliated companies and, (vi) the right to display electronically limited portions of the Titles and the Title metadata for the purposes of advertising, sales, providing the Services, and enhancing services. The rights granted herein regarding the Title metadata, whether provided by the Client or otherwise enhanced or modified by Lightning Source, including those enhanced limited portions of the content, is perpetual, and notwithstanding anything else to the contrary, the metadata rights shall survive any termination of this Agreement. The Client shall remain responsible for any royalty or other compensation or fees due to the authors or owners of the Titles.
- F. Title Submission. The Client will submit electronic files for the Titles to Lightning Source in the designated format through Client's online Lightning Source account, unless otherwise agreed to by the parties. Specific technical details for submission is set forth in the Operating Manual. The Client or Lightning Source may delete a Title from a Lightning Source database at any time upon giving the other party thirty (30) days written notice, however Lightning Source, at its sole discretion may immediately suspend or withdraw a Title as necessary to preserve its business, status and reputation or as otherwise permitted in accordance with the terms of this Agreement. Any title set-up fees are non-refundable in the event that a Title is withdrawn from the database. Title setup in the UK is a taxable supply for UK VAT purposes and all prices for title set up services in the UK are subject to VAT standard rates.
- G. Returns. The return status for the Titles available through Wholesale Services will be as the Client designates and as further described in the Operating Manual; (i) non-returnable, (ii) returnable and deliver, or (iii) returnable and destroy, unless otherwise stated herein. If the Client designates any Title as returnable, returns will be made in accordance with Lightning Source's then current returns policy as further explained in the Operating Manual. **IF THE CLIENT CHANGES**

## IngramSpark Global Print on Demand Agreement

**THE STATUS FROM RETURNABLE TO NON-RETURNABLE, THE CLIENT WILL BE RESPONSIBLE FOR ANY RETURNS FOR A PERIOD OF 180 DAYS FROM THE CHANGE DATE.** Regardless of return status, the Client agrees to reimburse Lightning Source for costs related to any Title returned due to inaccurate or incomplete Title set up requirements, claims of intellectual property infringement, violation of applicable laws, or where returns are made by Lightning Source customers alleging improper or inaccurate title information, or misleading or incomplete metadata, including without limiting, street date or publication date differences from the original date of a book with the same title, or other misleading or inappropriate information. In the event Lightning Source has any actual or potential returns claims under this section I(G), including without limiting, previously paid Publisher Compensation (as defined below) for a printed title which is later returned, the Client hereby agrees Lightning Source is permitted to withhold any Publisher Compensation and use such Publisher Compensation: (i) to offset such previously paid Publisher Compensation against any amounts Lightning Source may owe the Client, (ii) as a reserve against the Client's indemnity obligations to Lightning Source, and (iii) until all claims and allegations all fully and finally resolved. Lightning Source may also require the Client to immediately remit payment for the returned units and for claims specified in this Section I(G). The return status for Direct Distribution Services is non-returnable. EBM (as defined below) and GCP (as defined below) is non-returnable, except as stated in this Section I(G).

G.1 While Lightning Source does not perform automatic compensation withholding for returns, Lightning Source reserves the right, which the Client hereto agrees, to; (i) withhold the Publisher Compensation, (ii) invoice Client a reasonably determined returns reserve; and/ or (iii) offset the Publisher Compensation for returns, on a case- by-case basis. Such returns withholding shall be based on figures including, but not limited to, sell-through percentages of similar titles and applicable debit balances. Lightning Source shall use any Publisher Compensation against which to apply return reserves withholding, including a reasonable assessment for ongoing sales and will regularly reassess the returns reserve withholding amount as appropriate.

H. Payment/ Non-Payment for Services. LSI, LSUK, and LSAUS (as applicable) will provide the Client with invoices outlining the fees for the Services performed pursuant to this Agreement and the Client will immediately make payment by valid credit card and hereby authorizes Lightning Source to charge the Client's credit card for any services requested and ordered by the Client, which may include, without limitation; title setup, revision, file conversion, order submission, marketing services, returns and return reserves, and other fees associated with the Services. Certain fees may not be charged immediately. Where Lightning Source provides the Client with an invoice, payment is due within ten (10) days from the date of the invoice. If Client's credit card is not authorized, is declined, or if the Client later disputes valid charges, Lightning Source may, at its sole option, discontinue any and all Services under this Agreement until payment is received, or at its option may immediately terminate this Agreement. The Client further agrees their Lightning Source account is subject to a late charge of 1.5% per month (18% annum) on all past due invoices and any delinquent accounts may be turned over to a collection agency for the purpose of collecting such unpaid debts. Any collection fees, (including without limitation; attorney fees and costs), whether by Lightning Source or a collection agency will be payable by the Client if the account becomes delinquent. LSI, LSUK, or LSAUS individually reserves the right to offset any Client past due balances for services performed under this Agreement against any amounts LSI, LSUK, or LSAUS may owe the Client. Regardless of the Client's location, all Title setup fees, revision fees, market access fees and other service fees will be charged by LSI and be payable by the Client in United States Dollars (USD). Such service fees will be charged to the Client's credit card and, where Client's credit card is not denominated in USD, the Client will be responsible for any foreign transaction or currency conversion fees that may be charged by the Client's credit card company. All pricing and payments related to LSI shall be denominated in USD. All pricing and payment related to LSUK will be converted to the Client's preferred UK payment currency. All pricing and payment related to LSAUS shall be denominated in Australian dollars.

### II. Wholesale Services

A. Wholesale Order Pricing. Lightning Source will make available the option for the Client's Titles to be available from a Market where Lightning Source manufactures Titles to territories where Lightning Source has wholesale relationships. The Client will determine the suggested retail list price and wholesale discount for each Title and each Market where Lightning Source provides wholesale distribution and the Client chooses to authorize distribution. Lightning Source will have the right, but not the obligation, to remove a Title from availability or limit a Title to certain Markets. The currency

## IngramSpark Global Print on Demand Agreement

of the suggested retail price shall be the currency applicable to the Market of distribution as outlined in the Pricing Schedule. The Client is not required to participate in every Market served by Lightning Source; however, the establishment of a suggested retail price and wholesale discount for a Market will serve as the Client's permission to distribute the Title from that Market and will enable Market pricing for Titles to be available in other territories available for Services through Lightning Source. The Client shall be able to disable or modify Market availability or pricing upon forty-five (45) days advance notice. Client hereby warrants and represents that it has the right to distribute the Titles from each Market and extends its indemnification obligations to Lightning Source for all Titles available from each Market, as outlined further under Section VI (C) below. For Wholesale Transactions, Lightning Source will print a Title upon receipt of an order and buy the printed Title from the Client at the wholesale price enabled at the time of order acceptance.

- B. Publisher Compensation. The Client will be paid compensation for each book printed and sold by Lightning Source to its respective customers in an amount equal to the suggested retail list price less the wholesale discount and less the cost of printing ("Publisher Compensation"). Print pricing is set out on the Pricing Schedule. Notwithstanding anything to the contrary, Publisher Compensation will be paid to the Client ninety (90) days following the end of the month in which such sale occurred. Lightning Source may change the Publisher Compensation terms upon sixty (60) days written notice to Client.

### III. Global Connect Program

- A. Global Connect Program ("GCP"). The GCP is a service available through LSI which provides the opportunity for the sale, printing, and distribution of the Titles through a network of GCP third party printers (each a GCP Printer") located in various countries throughout the world (the "GCP Market"). By entering a US retail price and wholesale discount, the Client's Titles will be available in each current GCP Market and those additional territories as they become available, subject to LSI discretion. Once a Title is active in a GCP Market, the Client may change such GCP Market availability upon thirty (30) days' notice to LSI. In the event the Client chooses to participate in a GCP Market by designating unique pricing for each Market or region offered within the GCP, the Client may enable such unique pricing by contacting LSI.
- B. Global Connect Products. The Titles are manufactured by a GCP Printer according to the same or similar specifications as provided by LSI. Prior to authorizing any GCP Printer to produce any specific Title, the GCP Printer must establish that it has the capability to meet the LSI specifications and remain subject to ongoing quality assurance reviews.
- C. Title Submission. The Titles in the LSI database with United States Market pricing will automatically be eligible for the GCP.
- D. License Fee for the GCP. The Client will be paid a license fee for each book printed and sold by LSI through its GCP Printer in each applicable market. The fee paid will be determined by the Client's current GCP list price (or the suggested retail list price as provided by the Client if not otherwise designated) less the Client's wholesale discount less the current USD print charge. All payments to the Client shall be in the form the Client receives from LSI. All sales will be accounted for and included on the Client's Publisher Compensation statements and paid pursuant to Section II(B).
- E. Reporting. All sales will be accounted for and included in a compensation statement. Client's monthly sales reports will account for and reflect titles and units printed and sold via the GCP by territory.

### IV. Direct Distribution Services

- A. Order Fulfillment. LSI, LSUK, and or LSAUS will make available for the Client to place Direct Distribution orders, which shall include printing, fulfillment and other special services as agreed by the parties, subject to and in accordance with the applicable provisions in the Operating Manual ("Direct Distribution Services"). For purposes of clarity, in no event shall Lightning Source provide writing, editing, or editorial review services as part of the Direct Distribution Services that Lightning Source offers. Lightning Source will print books for the Client as they are ordered and provide order fulfillment services as described in the Operating Manual. Lightning Source reserves the sole right to determine where to manufacture titles. The Client will be responsible for its own accounting and other business needs not expressly

## IngramSpark Global Print on Demand Agreement

set out in this Agreement or the Operating Manual, including but not limited to third party pricing, terms of sale, order taking, order entry, invoicing, credit memo processing, credit, collections and customer service.

- B. Direct Distribution Fees. Client shall pay LSI, LSUK, or LSAUS, as applicable, for all printing charges, service fees (listed on the Pricing Schedule), freight and postal charges incurred on behalf of the Client, and any taxes as may be applicable (See Section VI(G)) during the term of this Agreement. LSI, LSUK, and/or LSAUS (as applicable) shall provide the Client with a separate statement (invoice) detailing the fees for the Services and reimbursable expenses and the Client shall make payment, without offset, immediately where paying by credit card. If Lightning Source issues the Client an invoice, payment will be made as stated on the invoice.
- C. Correction of Errors. The Client acknowledges that errors (such as mis-shipments, quantity/title discrepancies, or missed delivery dates) will occur from time to time in the normal, ongoing course of business. If an error occurs and it is Lightning Source's fault it will be corrected by the applicable Lightning Source party at its cost by re-shipment, arranging for the return shipment, or reimbursing the Client for the incurred standard or premium freight charges. These shall be the Client's exclusive remedies for errors and Lightning Source shall have no further liability.
- D. Risk of Loss in Transportation. Risk of damage or loss of the Client's books in transit from a Lightning Source facility to the Client or the Client's customers shall pass to the Client upon delivery of books to the carrier at the Lightning Source dock, except where the Client or the Client's customer's order are shipped on a prepaid basis and Lightning Source chose the transportation arrangements. For Canadian shipments, the terms FOB Canada shall be applied.

### V. Espresso Book Machine Services

- A. Services. Espresso Book Machine ("EBM") services offered by LSI allows the Client's Titles to be printed from an EBM located in various places throughout the world by a third party, On-Demand Books ("ODB). EBM services includes the sale, printing, and distribution of the Client's Titles through ODB's EBM. Client elects to participate in the EBM Services by permitting the Title content and metadata information to be available by territory or region (collectively referenced as the "Client Content") offered by ODB for EBM services. The Client shall participate in every market served by EBM; provided EBMs are in locations that are included in the Client's permission rights. This service may be terminated by LSI upon notice.
- B. Title Submission. The Client shall provide to Lightning Source (which Lightning Source will in turn provide to ODB), ISBN, title, author, publisher suggested retail list price, wholesale discount (from discounts available during Title set up), currency, and annotations. The Client may select the Titles already in Lightning Source's title database or may upload new Titles in accordance with this Agreement. All Title set up fees shall apply to the Titles not already in Lightning Source's title database. The EBM printed version of a Title is intended to be the functional equivalent of the Lightning Source printed version of the Title with some differences relating to the manufacturing process. The EBM uses a duplicate of the Client's Title file rendered to Lightning Source with no changes.
- C. Rights to Print and Distribute. In addition to Lightning Source's limited, non-exclusive, transferable license to print and cause to be printed as provided by this Agreement, the Client further extends permission to Lightning Source to provide Client Content to ODB for the purpose of printing and distributing the Client Content via the EBM. ODB will stream the Client Content to individual machines for one-time use as orders are placed.
- D. EBM Print Fees. The Client will pay the print fees as outlined in Print to Order/Channel Distribution Orders on the Pricing Schedule. New markets may become available during the course of this Agreement without prior notice to the Client.
- E. Publisher Compensation. For all units sold and printed via the EBM Services, the Titles are sold on a Wholesale basis and Publisher Compensation will be calculated at the Title level, as follows: units sold x (the Client's suggested retail price less the wholesale discount less the current print pricing. This calculation will be performed in the currency applicable to the Market in which the Title is printed and the related pricing for that Market (as outlined in the Pricing Schedule), including the Client's suggested retail price, the wholesale discount and the print price. The Client's specific

## IngramSpark Global Print on Demand Agreement

print discounts, rebates or promotions, if any exist, do not apply to Espresso Book Machine Services. Payments will be made pursuant to section II(B).

### VI. General

- A. Defective Books. Lightning Source will replace at its own cost any books which do not meet the quality standards set forth in the Operating Manual due to a manufacturing defect.
- B. Representations and Warranty. The Client represents and warrants that it has all necessary rights to enter into this Agreement, whether the Client is the owner of each of the Titles and all copyrights related thereto, or whether the Client has lawfully obtained the legal authority from the authors or owners of the Titles, in order to print, or have printed, and to distribute, or have distributed, the Titles in accordance with the terms hereof. For purposes of clarity, the Client also represents and warrants that the Titles can be sold, marketed, displayed, distributed, and/or otherwise promoted by Lightning Source without violating or infringing the rights of any other person or entity, including without limitation, infringing any copyright, moral right, trademark, trade name, patent, right of privacy, right of publicity, right of anonymity, or any other intellectual or industrial property right, title, or interest of any party or entity. The Client further warrants the Titles; (i) are not libelous, defamatory, obscene, (ii) accurately identifies the content of any book with appropriate and accurate title names and, (iii) do not otherwise violate any applicable laws. The Client warrants that it will provide accurate information related to the Titles, including identification of the Titles and any other pertinent information related to the Titles. The Client herein accepts sole and absolute liability for any inaccurate representation or warranty under this Section VI(B). In no event shall Lightning Source be liable for the Client's failure of or any breach of its obligations hereunder. Additionally, and without limitation, the Client represents and warrants that it is responsible for the payment of royalties owed to its authors or rights holders and will hold Lightning Source harmless for any claims brought against it for royalties. The Client represents and warrants that it shall publish and/or distribute its Titles in accordance with all applicable rules, laws and regulations and the Client will promptly notify Lightning Source in writing if it receives or otherwise becomes aware of a claim alleging facts which if true would be a breach of any of the foregoing representations or warranties. Lightning Source warrants that the Titles printed shall materially conform to the criteria specified in the Operating Manual.
- C. Indemnification. The Client hereby agrees to defend, indemnify and hold harmless LSI, LSUK, LSUK, their directors, officers, employees and agents from and against any claims of others alleging facts that if true would be a breach of any of the Client's representations and warranties, a breach of any obligation contained in this Agreement, and for claims where a Title is found to be inaccurate, unsafe, or inappropriate for the Services. For purpose of clarity, the foregoing indemnification obligations include, without limitation, the Client's failure to secure any necessary rights to the Titles, including any right to print, or have printed, and/or to distribute, or have distributed, the Titles, as well as any failure by the Client to secure any necessary intellectual property rights in the Titles. The Client shall defend, indemnify, and hold harmless, LSI, LSUK, and LSAUS, their directors, officers, employees, and agents from and against any third-party demands, claims, actions, proceedings, damages, liabilities, losses, fees, costs, or expenses (including without limitation, reasonable attorney's fees and the costs of any investigation) arising out of, in connection with, or resulting from any violation or alleged violation of the Client's breach of or default under the terms or conditions of this Agreement, and any negligence, gross negligence, or willful misconduct by or on behalf of the Client or the Client's employees or agents. The Client hereby grants to Lightning Source, the authority to withhold any Publisher Compensation until all claims have been fully and completely resolved. Lightning Source will give the Client prompt written notice of all claims, provide reasonable cooperation in the investigation and defense, and permit the Client, at its expense, to defend the claim with legal counsel of its choosing reasonably satisfactory to LSI, LSUK, and/or LSAUS.
- D. Limitation of Liability. No party's liability for death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors or for fraudulent misrepresentation is excluded or limited by this Agreement. Other than as set out above, no party shall be liable (whether for breach of contract, negligence or for any other reason) to the other for any; (i) loss of profits; (ii) loss of sales; (iii) loss of revenue; (iv) loss or waste of management or staff time, or interruption to business; (v) indirect, consequential or special loss; even if the parties have been advised of the possibility of such losses. Excluding any indemnification obligations contained in this Agreement, Lightning Source's total liability under this Agreement shall not exceed the sum of One Hundred Dollars (\$100) or its equivalent in respect of each event

## IngramSpark Global Print on Demand Agreement

giving rise to liability, in an aggregate amount not to exceed Five Hundred Dollars (\$500). **Each Lightning Source party is severally liable for its own obligations under this Agreement and is not jointly liable for the obligations of any other Lightning Source party.** The parties hereby acknowledge that the mutual covenants and agreements set forth in this Agreement reflect this allocation of risk.

- E. Assignment. The Client may not assign or otherwise transfer this Agreement or any of its rights and obligations hereunder or any portion thereof without the prior written approval Lightning Source, however, LSI, LSAUS, and/or LSUK may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder or any portion thereof to its parent, subsidiaries, affiliates or successors without the Client's consent or approval. Nothing in this section shall prohibit Lightning Source from subcontracting its obligations at Lightning Source's sole discretion.
- F. Use of Third Parties. The Client hereby consents to the use by Lightning Source of third parties in furtherance of providing services to the Client of or related to this Agreement, which may include, without limitation, third party customer service providers or third-party content conversion providers.
- G. Taxes. Each party shall be responsible for any tax liability it incurs due to the performance of its duties under this Agreement for all transactions as outlined in the specific Exhibit noted below.
1. – Tax for Transactions/Orders with Lightning Source LLC (US) – Exhibit I
  2. - Tax for Transactions/Orders with Lightning Source Australia – See Exhibit II
  3. - Tax for Transactions/Orders with Lightning Source UK – See Exhibit III
- H. Force Majeure. Except for the obligation to pay money for Services rendered, any delay or failure in the performance by either Party hereunder will be excused if and to the extent caused by the occurrence of a Force Majeure event. If not proven otherwise, a Force Majeure event shall mean an impediment beyond a Party's control, which a Party could not have taken into account at the inception of the Agreement, and the consequences of which could not have reasonably been avoided or overcome, including without limiting, acts of God, fire, flood, explosion, riot, war, weather, sabotage, supply disruption, terrorism, vandalism, restraint of government, governmental acts, or labor strikes.
- I. Confidentiality. The Client promises and agrees to receive and hold Confidential Information in confidence and will protect the confidential and proprietary information of Lightning Source through the exercise of no less protection and care than it customarily uses in safeguarding its own confidential and proprietary information that it desires to retain in confidence, and in all cases, through the exercise of reasonable care. The Client further agrees not to disclose Confidential Information to any third parties, except as required by law. "Confidential Information" means all non-public technical and non-technical information concerning past, present, and future business practices, whether conveyed or distributed through oral, written, or recorded methods. Confidential Information shall include without limitation, all documents, software, reports, data, records, customer and customer lists, business plans, finances, technologies (whether owned or licensed), intellectual property, internal structure, resources, products or service offerings, promotional and marketing plans, trade secrets, forms and other materials, third party information related to this Agreement, or information obtained by the Client in the course of this Agreement that (i) derives actual or potential independent economic value from not being generally known to, and not being readily ascertainable by proper means, by other persons who can obtain economic value from its disclosure or use, and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; or (ii) that the Lightning Source designates as confidential, or that given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information does not include information which the Client demonstrates by its written records, (i) was in the Client's possession or was independently developed by the Client before receipt from Lightning Source; (ii) is or becomes a matter of general public knowledge through no action or fault of the Client; (iii) is rightfully received by the Client from a third party without a duty of confidentiality, or (iv) was independently developed by persons under the control of the Client who had no access to the Confidential Information.
- J. Choice of Law; Jurisdiction and Venue. Any disputes between the parties shall be governed by the laws of the State of Tennessee, without regard to its conflicts of law provisions, and the laws of the United States. Each party submits to the

## IngramSpark Global Print on Demand Agreement

jurisdiction of the United States district courts and state courts having jurisdiction in Nashville, Tennessee. The prevailing party in a dispute between the parties to this Agreement shall be entitled to its damages plus all costs and expenses, including reasonable attorneys' fees.

- K. Language. This Agreement is made in the English language only, which shall be controlling in all respects. No translation, if any, of this Agreement or the Operating Manual into any other language shall be of any force or effect in the interpretation of this Agreement or in a determination of the intent or obligations of either party. All notices and communication shall only be effective if received in the English language.
- L. Survival, Severance, and Status. Upon the expiration or termination of this Agreement, the obligations of the parties to each other shall come to an end, except that the provisions of Sections I(D), I(E), I(G), I(H), and Section VI shall survive.
1. If any provision or part thereof in this Agreement is held for any reason to be ineffective or unenforceable, this shall not affect the validity or enforceability of any other provision or part thereof or this Agreement as a whole. If any provision of part thereof is so found to be ineffective or unenforceable but would be effective or enforceable if some part of the provision were deleted, the provision or part in question shall apply with such modification(s) as may be necessary to make it effective and enforceable.
  2. Except to the extent that this Agreement expressly provides otherwise, nothing in this Agreement shall or is intended to create a partnership or joint venture between the parties, constitute one party as agent of the other or give either party authority to make or enter into commitments, assume liabilities or pledge credit on behalf of the other party. Neither party may act as if it were or represent (expressly or by implying it) that it is, an agent of the other or has such authority. Each party confirms that, in entering into and performing this agreement, it is acting as principal and not as the agent of any undisclosed third-party principal. A person who is not a party to this agreement shall not have any rights under or in connection with it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- M. Waiver. No waiver by any party of any breach of any of the provisions of this Agreement shall be deemed permission to waive any preceding or succeeding breach of the same or any other provisions hereof. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Agreement, and no act, omission or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other person. No such waiver shall be effective unless in writing and agreed to only by a writing executed by the party or Parties against whom the waiver is sought to be enforced.
- N. Bribery. Neither the Client nor any of its subsidiaries, nor any director, officer, employee, or agent thereof, in each case acting in their capacity as such, has, within the last five (5) years, either directly or indirectly through any third party, (i) made, promised, offered or authorized any unlawful payment or gift to or for the benefit of any foreign or domestic government official or employee, political party or candidate for political office; (ii) violated or is in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended ("FCPA"), the U.K. Bribery Act 2010, or any other anti-bribery or anti-corruption law of any other jurisdiction in which the Client operates its business, including, in each case, the rules and regulations thereunder (the "Anti-Bribery Laws"), or (iii) otherwise made any unlawful bribe, payoff, influence payment, or kickback in violation of the Anti-Bribery Laws; and the Client and each of its respective subsidiaries has instituted and has maintained, and will continue to maintain, policies and procedures reasonably designed to promote and achieve material compliance with the Anti-Bribery Laws, and (iv) the Client will at all times comply with the Anti-Bribery Laws.
- O. Entire Agreement. **This Agreement will supersede and control for any conflict between this Agreement and any previously agreed to IngramSpark print on demand agreements.** The parties intend this Agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole repository of their agreement and they are not bound by any other promises, representations, or writings of whatsoever kind or nature. The parties also intend that this complete, exclusive, and fully integrated statement of their agreement may not be supplemented or explained (interpreted) by any evidence of trade, usage or course of dealing. Provided always that nothing in this section VI(O) will operate to limit or exclude any liability for fraud or fraudulent misrepresentation, no other representations or terms shall apply or form part of this Agreement. Each party acknowledges that it has not been influenced to enter this





## IngramSpark Global Print on Demand Agreement

Agreement and shall have no right or remedy (other than for breach of contract) in respect of, anything the other party has said or done or committed to do, except as expressly recorded in this Agreement. No waiver, modification, or amendment to this Agreement will be binding unless reduced to writing and duly executed by the party to be bound thereby. In the event there is a conflict between the terms of the Operating Manual and this Agreement, the terms of this Agreement shall control. The Client hereby acknowledges and agrees that it has received a copy of and has fully reviewed and understands the Operating Manual and Pricing Schedule. Nothing in this Agreement as it relates to LSAUS (including sections IV(C), VI(A), and VI(D) ) is intended to exclude, restrict, or modify rights which the Client may have under common law, the *Trade Practices Act 1974 (Cth)*, the *Competition and Consumer Act 2010 (Cth)*, other legislation or otherwise which may not be excluded, restricted or modified by agreement.

P. Signature/Counterparts. By completing the fields in the signature section, the Client represents and warrants that it has the legal right, power and authority to enter into this Agreement and hereby agrees to be bound by the terms contained herein. The parties may execute this Agreement in counterparts. Each executed counterpart will be considered an original document and all executed counterparts, together, will constitute the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and delivered as of the Effective Date.

Lightning Source LLC

\_\_\_\_\_  
[Client]

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_, 20

**Date:** \_\_\_\_\_, 20

Lightning Source UK Ltd.

Lightning Source AUSTRALIA Pty. Ltd.  
ABN 94 147 174 374

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_, 20

**Date:** \_\_\_\_\_, 20

## IngramSpark Global Print on Demand Agreement

### Exhibit I Tax for Transactions/Orders with Lightning Source LLC (US)

1. Taxes for Wholesale Purchase by LSI: LSI will purchase as a wholesale transaction Titles from Client with title transfer at the time the Titles are printed. LSI will become the owner for all purposes after the purchase from Client. LSI will be responsible for the collection and remission of all taxes relating to LSI's sales of the Titles purchased from Client including sales, use, gross receipts, business activity, VAT, GST, and/or similar type taxes. LSI agrees to pay Client any sales, use, gross receipts, business activity, VAT, GST, and/or similar type taxes that Client is required to charge and collect and/or are imposed due to the wholesale purchase of Titles by LSI from Client after receipt of a valid tax invoice and/or other appropriate documentation as required by the appropriate taxing authorities. Any applicable taxes will be paid at the same time as the tax exclusive consideration. Client agrees to accept valid resale and/or exemption certificates provided by LSI as justification not to charge and collect such taxes if such an exemption exists.
2. Direct Distribution Services by LSI for Client:
  - a) Client will be the owner of record for all purposes of its Titles. Client will be responsible for all taxes relating to the sale and distribution of the Titles, and the services provided by LSI to Client under this agreement including sales, use, personal property, gross receipts, business activity, VAT, GST, and/or similar type taxes and will be responsible for the collection, self accrual, reporting, and remitting of all such taxes and fees to the applicable authorities/jurisdictions.
  - b) Client agrees to pay LSI any sales, use, gross receipts, business activity, VAT, GST, and/or similar type taxes that LSI is required to charge and collect and/or are imposed due to services rendered under this Agreement. Any applicable taxes will be paid at the same time as the tax exclusive consideration or upon receipt of a valid tax invoice. Client agrees to provide to LSI resale certificates, exemption certificates, and/or other appropriate documentation as requested/required by LSI as justification not to charge, impose, and collect sales, use, personal property, gross receipts, business activity, VAT, GST and/or similar type taxes relating to services under this agreement. If documentation cannot be provided or an exemption does not exist, LSI will work with Client to seek solutions or alternatives that are amicable to both parties if possible.
3. Global Connect Program ("GCP"). LSI agrees to be responsible for any taxes, if any, relating to the license fee paid by the GCP partners to LSI including sales, use, gross receipts, business activity, VAT, GST, and/or similar type taxes. GCP partners agree contractually to be the owner for all purposes of books (Titles) printed by the GCP partners. The GCP partners are responsible and liable for all taxes relating to the printing, sale, and distribution of printed Titles under the GCP including VAT, GST, sales, use, business activity, gross receipts, property tax, and/or similar type transactional taxes, and will be responsible for reporting and remitting all such taxes and fees to the applicable authorities/jurisdictions.
4. Client will indemnify, reimburse, defend and hold harmless from any and all tax claims and assessments (including interest and penalties) LSI, its parent, subsidiaries and affiliates, and their respective officers, directors, employees and agents may be required to pay with respect to sales, use, personal property, gross receipts, business activity, VAT, GST, and/or similar type taxes based on the services performed by LSI on behalf of Client pursuant to this agreement.
5. Any amount referred to in this agreement which is relevant in determining a payment to be made by one of the parties to the other is, unless indicated otherwise, a reference to that amount expressed on a tax exclusive basis.
6. Tax Audits: Both parties agree to use commercially reasonable efforts to cooperate and provide assistance to each other with respect to any potential tax audits including sales, use, gross receipts, business activity, VAT, GST, and/or similar type taxes in connection with activities under this Agreement. Furthermore, the parties agree that only information that is readily available using the parties' existing information systems will be provided under this Section. Each party agrees that any costs incurred in connection with such cooperation and assistance will be borne solely by the party incurring such costs. To the extent LSI seeks indemnity from Client under this section, LSI will not settle, or consent to any judgment with respect to, such assessment or

## IngramSpark Global Print on Demand Agreement

claim without first consulting with Client and allowing Client to respond to the claims creating the basis for the assessment for which LSI is seeking indemnification.

7. Client agrees to pay LSI the full amount invoiced and due without deduction or offset of any kind with respect to any taxes including any governmental taxes at any level, income tax withholding, and/or other fees or deductions.

### Exhibit II

#### Tax for Transactions/Orders with Lightning Source Australia

- 1) Wholesale Purchase by LSAUS: LSAUS will purchase as a wholesale transaction books from Client with title transfer at the time the books are printed. LSAUS will become the owner for all purposes after the purchase from Client. LSAUS will be responsible for the collection and remission of all taxes relating to LSAUS sales of the books purchased from Client including sales, use, gross receipts, business activity, VAT, GST, and/or similar type taxes. LSAUS agrees to pay Client any sales, use, gross receipts, business activity, VAT, GST, and/or similar type taxes that Client is required to charge and collect and/or are imposed due to the wholesale purchase of books by LSAUS from Client after receipt of a valid tax invoice and/or other appropriate documentation as required by the appropriate taxing authorities. Any applicable taxes will be paid at the same time as the tax exclusive consideration. Client agrees to accept valid (as determined by each jurisdiction's guidelines & regulations) resale and/or exemption certificates provided by LSAUS as justification not to charge and collect such taxes if such an exemption exists. Client must notify LSAUS of their Australian GST registration status as of the contract date. Client also agrees to notify LSAUS of any subsequent changes to such status during the term of this Agreement within ten (10) business days of such status change.
  - a. If the Client is a non-resident and non-registered for Australian GST purposes or the Client does not make the supply through an enterprise that it carries on in Australia at a permanent place then the parties agree to be bound by the terms of the Reverse Charge Agreement, attached as Exhibit IV. Upon entering into this Reverse Charge Agreement, GST on the supply (wholesale book purchase by LSAUS from Client) will be payable by LSAUS.
- 2) Direct Distribution Services by LSAUS for Client: Client will be the owner for all purposes of its book product. Client will be responsible for all taxes relating to the sale and distribution of its book products including sales, use, personal property, gross receipts, business activity, VAT, GST, and/or similar type taxes and will be responsible for reporting and remitting all such taxes and fees to the applicable authorities/jurisdictions. Client will indemnify LSAUS from any and all tax claims or charges with respect to sales, use, personal property, gross receipts, business activity, VAT, GST, and/or similar type taxes based on the production and/or fulfillment of any order by LSAUS on behalf of Client pursuant to the Direct Distribution Services section of this Agreement.
- 3) LSAUS Performance of Production and/or Fulfillment Services: Client agrees to pay LSAUS any sales, use, gross receipts, business activity, VAT, GST, and/or similar type taxes that LSAUS is required to charge and collect and/or are imposed due to services rendered under this Agreement. Any applicable taxes will be paid at the same time as the tax exclusive consideration or upon receipt of a valid tax invoice. LSAUS will accept valid (as determined by each jurisdiction's guidelines & regulations) resale and/or exemption certificates provided by Client as justification not to charge and collect such taxes if such an exemption exists. Client will indemnify LSAUS from any and all tax claims or charges with respect to sales, use, personal property, gross receipts, business activity, VAT, GST, and/or similar type taxes imposed due to services rendered by LSAUS pursuant to this Agreement.
- 4) Any amount referred to in this agreement which is relevant in determining a payment to be made by one of the parties to the other is, unless indicated otherwise, a reference to that amount expressed on a tax exclusive basis.
- 5) Tax Audits: Both parties agree to use commercially reasonable efforts to cooperate and provide assistance to each other with respect to any potential tax audits including sales, use, gross receipts, business activity, VAT, GST, and/or similar type taxes in connection with activities under this Agreement. Furthermore, the parties agree that only information that is readily available using the parties' existing information systems will be provided under this Section. Each party agrees that any costs incurred in connection with such cooperation and assistance will be borne solely by the party incurring such costs. To the extent LSAUS seeks indemnity from Client under this section, LSAUS will not settle, or consent to any judgment with respect to, such

## IngramSpark Global Print on Demand Agreement

assessment or claim without first consulting with Client and allowing Client to respond to the claims creating the basis for the assessment for which LSAUS is seeking indemnification.

- 6) Client agrees to pay LSAUS the full amount invoiced and due without deduction or offset of any kind with respect to any taxes including any governmental taxes at any level, income tax withholding, and/or other fees or deductions.

### **Exhibit III** **Tax for Transactions/Orders with Lightning Source UK**

1. **Taxes for Wholesale Purchase by LSUK:** LSUK will purchase as a wholesale transaction Titles from Client with title transfer at the time the Titles are printed. LSUK will become the owner for all purposes after the purchase from Client. LSUK will be responsible for the collection and remission of all transactional taxes relating to LSUK's sales of the Titles purchased from Client including VAT, GST, sales, use, gross receipts, business activity, and/or similar type taxes. LSUK agrees to pay Client and/or self assess via a reverse charge any VAT, GST, sales, use, gross receipts, business activity, and/or similar type taxes that is required due to the wholesale purchase of Titles by LSUK from Client after receipt of a valid tax invoice and/or other appropriate documentation as required by the appropriate taxing authorities. Any applicable taxes will be paid at the same time as the tax exclusive consideration. Client agrees to accept valid resale, exemption certificates, or other appropriate documentation as required by the appropriate taxing authorities provided by LSUK as justification not to charge and collect such taxes if such an exemption exists.
2. **Direct Distribution Services by LSUK for Client:**
  - a) Client will be the owner of record for all purposes of its Titles. Client will be responsible for all transactional taxes relating to the sale and distribution of the Titles, and the services provided by LSUK to Client under this agreement including VAT, GST, sales, use, gross receipts, business activity, and/or similar type taxes and will be responsible for the collection, self accrual, reporting, and remitting of all such taxes and fees to the applicable authorities/jurisdictions.
  - b) Client agrees to pay LSUK any VAT, GST, sales, use, gross receipts, business activity, and/or similar type taxes that LSUK is required to charge and collect and/or are imposed due to services rendered under this Agreement. Any applicable taxes will be paid at the same time as the tax exclusive consideration or upon receipt of a valid tax invoice. Client agrees to provide to LSUK resale certificates, exemption certificates, and/or other appropriate documentation as requested/ required by LSUK as justification not to charge, impose, and collect VAT, GST, sales, use, gross receipts, business activity, and/or similar type taxes relating to services under this agreement. If documentation cannot be provided or an exemption does not exist, LSUK will work with Client to seek solutions or alternatives that are amicable to both parties if possible.
3. Client will indemnify, reimburse, defend and hold harmless from any and all tax claims and assessments (including interest and penalties) LSUK, its parent, subsidiaries and affiliates, and their respective officers, directors, employees and agents may be required to pay with respect to VAT, GST, sales, use, gross receipts, business activity, and/or similar type taxes based on the services performed by LSUK on behalf of Client pursuant to this agreement.
4. Any amount referred to in this agreement which is relevant in determining a payment to be made by one of the parties to the other is, unless indicated otherwise, a reference to that amount expressed on a tax exclusive basis.
5. **Tax Audits:** Both parties agree to use commercially reasonable efforts to cooperate and provide assistance to each other with respect to any potential tax audits including VAT, GST, sales, use, gross receipts, business activity, and/or similar type taxes in connection with activities under this Agreement. Furthermore, the parties agree that only information that is readily available using the parties' existing information systems will be provided under this Section. Each party agrees that any costs incurred in connection with such cooperation and assistance will be borne solely by the party incurring such costs. To the extent LSUK seeks indemnity from Client under this section, LSUK will not settle, or consent to any judgment with respect to, such assessment or claim without first consulting with Client and allowing Client to respond to the claims creating the basis for the assessment for which LSUK is seeking indemnification.

**IngramSpark**  
**Global Print on Demand Agreement**

6. Client agrees to pay LSUK the full amount invoiced and due without deduction or offset of any kind with respect to any taxes including any governmental taxes at any level, income tax withholding, and/or other fees or deductions.

**Exhibit IV**  
**AUSTRALIAN REVERSE CHARGE AGREEMENT**

Client makes the following taxable supply to Lightning Source Australia Pty Ltd.

**Printed Books**

Client warrants that the following are true and correct.

- Client is a non-resident and non-registered for Australian GST purposes
- Client does not make the supply through an enterprise that it carries on in Australia at a permanent place

Lightning Source Australia Pty Ltd. warrants that it is registered for Australian GST purposes.

Client and Lightning Source Australia Pty Ltd. hereby agree that the GST on the supply be payable by the recipient.

## IngramSpark Global Print on Demand Agreement

### Exhibit V

#### Mass Produced Content Terms

1. “Mass Produced Content” or “MPC” shall mean, regardless of ISBN or title, creative works and materials that mass produced or are not protected by intellectual property laws such as copyright, trademark, or patent laws, are not owned by any individual, or can be used by anyone without obtaining any permission, regardless of whether the work is a reproduction, a compilation, or limited portions thereof, including without limitation, content once under copyright which has since entered the public domain, scratch pads, and work books. The defined term Title shall also include MPC.
2. All Titles will be made available exclusively through Lightning Source, regardless of format, even where Lightning Source takes action pursuant to **Section 4 below**. This specifically means, and the Client hereby agrees, to not make any Title available containing the same or similar Mass Produced Content to any other third party without Lightning Source’s express written permission, which permission by e-mail will not be considered sufficient. This exclusivity provision shall apply during the term of this Agreement and the Client hereby agrees not to make any Title available to any third party for a period of three (3) months after the termination of this Agreement.
3. The Client will ensure all Titles meet the Lightning Source digital certification specifications and the file storage size for each Title must meet Lightning Source specifications specified in the Operating Manual.
4. The Client can only submit the same Title in a different format using a different ISBN. No duplicate Titles or content in the same format are permitted. Any Title or ISBN without sales for a period of five (5) years may be removed from distribution at Lightning Source’s sole discretion. Lightning Source also reserves the right to reject new Titles, and to immediately remove or suspend any Title or ISBN where the same MPC is available through another third party or where the Title or any metadata includes misleading or improper Title information.
5. The Client may not upload more than one thousand (1,000) Titles within a thirty (30) day period, unless Lightning Source has confirmed in writing and provided an approved Title upload quantity schedule.
6. Metadata Requirements: Where the Client provides a published date or street date different from the date the work was originally published or created, the original date will be included in the Title description and metadata. The Client may only update pricing or metadata for Titles once every forty-five (45) days. Any change to pricing or metadata for more than ten thousand (10,000) titles within a forty-five (45) day period requires Lightning Source’s express written permission, which permission by e-mail will be sufficient.
7. All Titles are returnable and as the Client designates, either: (i) returnable and deliver, or (ii) returnable and destroy.
8. The wholesale discount for Titles available through Wholesale Distribution Services will be at least forty percent (40%). The retail list price for each Title will be reasonably priced, based on the content and the Market of availability for each Title. Lightning Source will determine which of the Client Titles are available in each Market, including those territories where Lightning Source has wholesale relationships.
9. Publisher Compensation payable will be made in accordance with the schedule attached below.
10. The Client will provide USD pricing for all Titles for GCP.
11. Publisher Compensation Payment Schedule
  - a. For sales occurring in December 2019, Publisher Compensation paid 90 days from the end of the month which a sale occurs = payment at end of March 2020.
  - b. For sales occurring in January 2020, Publisher Compensation paid 120 days from the end of the month which a sale occurs = payment at end of May 2020.



## IngramSpark Global Print on Demand Agreement

- c. For sales occurring in February 2020, Publisher Compensation paid 150 days from the end of the month which a sale occurs = payment at end of July 2020.
  - d. For sales occurring in March 2020, Publisher Compensation paid 180 days from the end of the month which a sale occurs = payment at end of September 2020.
  - e. For sales occurring in April 2020 and thereafter, Publisher Compensation paid 180 days from the end of the month which a sale occurs.
12. Any conflict between terms contained in the Agreement and this Exhibit V will be resolved by this Exhibit V.