

IngramSpark
Digital Accrual and Promotions Global Print on Demand Amendment

This IngramSpark Digital Accrual and Promotions Global Print on Demand Amendment (the “Digital Accrual & Promotions Amendment”) is dated as of _____ by and among Lightning Source LLC, a Delaware limited liability company with its principle offices at 1246 Heil Quaker Boulevard, LaVergne, Tennessee 37086 (“LSI”), Ingram Content Group Australia Pty Ltd (f/k/a Lightning Source Australia Pty Ltd.) ABN 94 147 174 374, with its principle place of business at 76 Discovery Road, Dandenong, South Victoria 3175 (“ICGAU”), and Ingram Content Group UK Ltd. (f/k/a Lightning Source UK Ltd.), a private company limited by shares formed under the laws of England and Wales with its principle offices at Chapter House, Pitfield, Kiln Farm, Milton Keynes MK11 3LW (“ICGUK”) (LSI, ICGUK, and ICGAU are collectively referenced herein as “Lightning Source”) and _____, a company with its registered offices at _____ (“Publisher”). This Digital Accrual & Promotions Amendment shall only become effective as of the date last signed below (the “Effective Date”).

WHEREAS Lightning Source and Publisher previously executed an IngramSpark Agreement (“the Agreement”), as may have been previously amended, which remains in effect and the Parties now desire to amend the Agreement in accordance with the terms herein.

NOW THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as of the Effective Date, the following shall take effect:

1. The applicable Products and Pricing section is hereby amended by adding the following new subsection:

“Digital Accrual for sales to Target. Publisher desires to make its Titles available for sale through Target’s website. Lightning Source will solely determine which Titles to make available. For each unit Target purchases, Publisher agrees to pay Lightning Source a digital accrual fee as a percentage of the suggested retail price for the Title as provided by the Publisher. Beginning as of January 1, 2022, the digital accrual fee will be five- and one-half percent (5.5%). Publisher will be notified of any increases in the digital accrual fee.”

Promotions for sales to Target. Publisher’s Titles may be included in periodic promotions on Target’s website, including but not limited to, buy 2 get 1 free promotions. In buy 2 get 1 free promotions, Target will cover fifty percent (50%) of the suggested retail price of the free item (the lowest priced item), and the remaining fifty percent (50%) is charged to the participating publishers (of the three titles) according to a Title’s percentage of total purchase at suggested retail price. For example purposes only, if a Target guest purchases three books at a suggested retail price of \$10 during the Buy 2 Get 1 Free promotion, Target will cover \$5 (50%), and the remaining \$5 would be divided equally among each publisher resulting in \$1.66 being invoiced per Publisher. As an additional example, if Titles priced at \$24.99 (item A), \$12.99 (item B), and \$8.99 (item C) were included in a buy 2, get 1 free promotion, the publishers of the Titles would pay as follows: \$2.39 for item A, \$1.24 for item B, and \$0.86 for item C.

Fees Offset. The fees, which are due the month they are incurred, will be reported as retailer distribution fees in monthly sales reports. Lightning Source will first deduct these fees from available Publisher Compensation. If sufficient Publisher Compensation is unavailable, Lightning Source will at its option, either deduct fees from future available Publisher Compensation and/ or invoice the Publisher, and Publisher agrees to pay such invoice within thirty (30) days from the date of the invoice.”

2. Except to the extent specifically modified herein, the Agreement remains unmodified and is hereby confirmed as being in full force and effect. This Digital Accrual & Promotions Amendment shall constitute the entire understanding between the parties with respect to the subject matter hereof and shall be binding upon it and inure to the benefit of the parties hereto and their successors and assigns. In the event of a conflict between then terms of this Digital Accrual & Promotions Amendment and the Agreement, this Digital Accrual Amendment shall control.
3. By signing below, you declare to have full power to enter into this Digital Accrual& Promotions Amendment.

SIGNATURE PAGE ON NEXT PAGE

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Digital Accrual & Promotions Amendment as of the Effective Date.

Lightning Source LLC

Signature: _____

Name: _____

Title: _____

Date: _____

Publisher

Signature: _____

Name: _____

Title: _____

Date: _____

Ingram Content Group UK Ltd.

Signature: _____

Name: _____

Title: _____

Date: _____

Ingram Content Group AUSTRALIA Pty. Ltd.
ABN 94 147 174 374

Signature: _____

Name: _____

Title: _____

Date: _____