



**Title Transfer Responsibility Addendum to the IngramSpark® Global Print on Demand Agreement**

This Title Transfer Responsibility Addendum to the IngramSpark Global Print on Demand Agreement (“Addendum”) between Lightning Source LLC, a Delaware limited liability company with its principal offices at 1246 Heil Quaker Boulevard, LaVergne, Tennessee 37086 (“LSI) for the benefit of itself and its affiliated and subsidiary companies, and \_\_\_\_\_, with its principal offices at \_\_\_\_\_ (“Client”). LSI and Client are each sometimes referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS LSI and Client previously executed a IngramSpark Global Print on Demand Agreement ("the Agreement"), as hereto and hereinafter modified, which remains in full force and effect. The Parties desire to add to the Agreement in accordance to the terms of this Addendum.

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. LSI will transfer, upon valid request by Client, certain unmodified electronic files for titles as they reside in the LSI database (the "Transferred Titles"), to Client's LSI account.
2. Client agrees to be solely responsible for the Transferred Titles, including making any changes as may be needed for each Transferred Title, and all fees and/ or charges associated with the Transferred Titles, including without limitation any costs associated with returns, whether the titles related to the Transferred Titles were originally sold before or after the Effective Date.
3. LSI will begin sending payment and invoices for such fees and/ or costs to Client for the aforementioned titles as of the Effective Date.
4. Client represents and warrants to LSI to have all the necessary permissions, to include without limitation, Client and individual authors, to cause the Transferred Titles to be available within Client's LSI account for Wholesale and Direct Services (as defined in the Agreement), for the purposes of making such titles available for print and distribution by LSI.
5. Client agrees to indemnify LSI for any claims, damages, actions, or costs related to the Transferred Titles.
6. This Addendum in conjunction with the Print on Demand Agreement, constitute the entire agreement between the parties. No waiver of any of the provisions of this Addendum or the Agreement shall be deemed to be or shall constitute a waiver of any other provision of this letter, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver of any provision of this Addendum shall be binding on the parties hereto unless it is executed in writing by the party making the waiver.
7. By signing below, the you declare to have full power to enter into this Addendum.

A facsimile or scanned pdf copy of an original signed document will be considered an original and delivery of such a facsimile or scanned copy by electronic means will be considered effective delivery of this Addendum.

Your signature below is your acceptance of the foregoing terms and conditions.

\_\_\_\_\_ **(Client)**

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

Account Number: \_\_\_\_\_

Date: \_\_\_\_\_