

INGRAM EDUCATION SERVICES CONTRACT

ATTACHMENT I



2026

This Depository Agreement (“**Agreement**”) made and entered into this XX day of month, year by and between [PUBLISHER] a [TYPE OF COMPANY] with its principal place of business at [PUBLISHER ADDRESS] (hereinafter referred to as “**Publisher**”), and Tennessee Book Company LLC d/b/a Ingram Education Services, a Tennessee limited liability company with its principal place of business at 1550 Heil Quaker Blvd., La Vergne, TN 37086 (“**Ingram**”).

FIRST: Publisher agrees to authorize Ingram on a non-exclusive basis to supply certain Publisher’s printed books, electronic books, publications, consumable student edition related subscription materials, or other materials (“**Materials**”) that Publisher, in its sole discretion, elects to provide to Ingram for sale within the states of Tennessee and Mississippi.

SECOND: Publisher agrees to deliver to Ingram for redistribution, on an as-needed basis, Materials in quantities as determined by orders received by Ingram and confirmed by the Publisher. The printed or other tangible Materials delivered by Publisher to Ingram shall remain the property of the Publisher until shipped by Ingram pursuant to the terms of this Agreement.

THIRD: Publisher further agrees that said printed Materials shall be supplied by Publisher to Ingram’s distribution center in La Vergne, TN or as designated by Ingram. Materials shall be invoiced at the current net prices provided by Publisher, with price increase notifications sent from Publisher to Ingram at least forty-five (45) days prior to effective date of said price change.

FOURTH: Ingram agrees that it will not keep in stock, sell or offer for sale, any of the Materials mentioned in this Agreement except those furnished direct to it by Publisher for distribution through the state depositories. Ingram shall maintain Materials in unused, unmodified, pristine, saleable condition, free from shelf wear, rubber stamping or other defacement.

FIFTH: It is agreed and understood that Ingram acts as distributor for numerous other publishers under similar contracts. Ingram agrees that during the time of existence of this Agreement, it will maintain a position of neutrality with respect to all publishers as far as the adoption or sale of Materials throughout the states of Tennessee and Mississippi are concerned; and that it will not disclose to any person any information, figures or reports related to the sales of Materials, except with the prior written consent of Publisher.

SIXTH: It is understood and agreed that Ingram is accountable and responsible to Publisher for all Materials delivered or supplied in accordance with the terms herein, and for any return of Materials to Publisher in pristine, salable condition.

SEVENTH: Publisher agrees to insure at its own expense all Materials covered by this Agreement.

EIGHTH: Publisher agrees to pay Ingram eight percent (8%) of the net price on all print Materials shipped from Ingram which shall be compensation for services related to the distribution of the Materials. Materials that have a tangible component shall be considered print Material. Publisher agrees to pay Ingram four percent (4%) of the net price on all electronic Materials, determined as intangible product, which shall be compensation for services related to the distribution of the

electronic Materials performed by Ingram and which shall include Ingram's agreement to guarantee credit sales. Any additional requirements set forth by any textbook authority in the states of Tennessee or Mississippi will be subject to additional fees mutually agreed upon in writing by Publisher and Ingram.

NINTH: Publisher also agrees to pay to Ingram a \$0.30 per unit fulfillment service fee for processing subscription-based print Materials during any subsequent subscription year (commonly years two through six of an adoption cycle), and will reimburse Ingram other expenses related to sample material distribution, free ancillary material distribution and any other type of material distribution (including warehouse assembly work if needed) that are agreed upon and not covered in the Eighth Section above.

TENTH: Publisher shall be responsible for filing all tax returns and paying for all taxes and other charges assessed and levied on the Materials while in Ingram's possession or due by reason of sale of any such Materials, including without limitation, ad valorem, local and state taxes, Gross Receipts Tax, and sales, excise, income, and personal property taxes. Ingram shall be solely responsible for all other taxes and charges assessed and levied in connection with operation of its business.

ELEVENTH: Ingram agrees to send to Publisher reports of all Materials covered by this Agreement, as of March 31, June 30, September 30, and December 31, for the entire term of the Agreement. These reports will be sent to Publisher within 30 days after the end of the applicable quarter. The reports will list, by customer, the number of units of each title shipped during the preceding quarter, including unit prices and extended totals, and an inventory listing of the Materials in stock at Ingram. Ingram agrees to send Publisher remittance in full settlement of all monies shown to be due to Publisher on the reports on or before 30 days after the end of the quarter. Notwithstanding, Ingram agrees to send Publisher remittance in full settlement of all purchases of Materials made by the states of Tennessee and Mississippi, or any county or municipality thereof, for distribution through its school systems, within 30 days after Ingram receives payment for same. Ingram agrees to keep accurate records and accounts, to the extent they affect Publisher's business, in accordance with generally accepted accounting principles.

TWELVTH: This Agreement shall not be sold or assigned, or any interest therein disposed of, without the written consent of the Publisher, any such purported transfer, conveyance or assignment being void and of no force or effect.

THIRTEENTH: It is further understood and agreed that either party may terminate this Agreement by giving the other party 60 days prior written notice in writing, which notice shall be sent to the address set forth above by registered mail; provided that if such termination shall be by Ingram, then Ingram before giving said written notice shall make full settlement for all Materials sold to that date and full accounting for all Materials received to the date, such settlement conforming to the terms of this Agreement. In the event of Ingram's failure to comply with the provisions in this Thirteenth Section, or upon the commencement of any bankruptcy, receivership, insolvency proceedings, levy or other legal process upon Ingram's property, the Publisher may terminate this Agreement immediately upon notice.

FOURTEENTH: Publisher has a guarantee policy for product satisfaction. Any return of Materials will be handled by Ingram and Ingram will debit the Publisher's account for any monies returned to a school district and credit Publisher's account for any fees paid to Ingram under the Eighth Section. Returns of digital material are not allowed. Print returns must be made within 30 days of receipt of order.

FIFTEENTH: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee without regards to any conflict of law principles. The parties agree that any claims arising under this Agreement shall be brought in a state or federal court in Davidson County, Tennessee and waive any objection to jurisdiction or venue in such courts. This Agreement sets forth the complete and final agreement between the parties with respect to the subject matter and supersedes and replaces all prior agreements between the parties with respect to the subject matter. Any additional or different terms provided by either party in subsequent purchase orders or other documents (electronic or hard copy) are void and of no effect. This Agreement may only be modified by a written amendment, expressly stated as such, signed by both parties.

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