



Dear Publisher Partner,

Please print out the Agreement below and fill in each area left blank as indicated by the red line, including:

1. The date you are signing this agreement.
2. The legal name of your company. If your company is not a legal entity unto itself (for example, a corporation registered with a state), then please fill this area in with your own legal name followed by “doing business as” and then the publisher name you use in presenting your titles. For example, “John Doe doing business as Generic Publishing”.
3. Your business address.
4. In the signature area, please provide your company or personal legal name on the top line and then fill in the remainder of the information and sign.

When completed, scan and e-mail the agreement to: [matt@onebookshelf.com](mailto:matt@onebookshelf.com)

Or mail it to:

OneBookShelf  
Attn: Matt McElroy  
2640 S. Stoughton Rd.  
Madison, WI 53716

We look forward to having you as a partner.

Regards,

Matt McElroy  
OneBookShelf, Inc.

# DTC NON-EXCLUSIVE LICENSE AGREEMENT

This Agreement, made and entered into as of \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between OneBookShelf, Inc. with a business address at 5044 MacKinac Drive, Stone Mountain, GA 30087, USA (hereinafter named "OBS") and

\_\_\_\_\_ with a business address at \_\_\_\_\_ (hereinafter named "Publisher"), (collectively, the "Parties"), sets forth the following:

## PREAMBLE

**WHEREAS**, Publisher holds the copyright and/or world-wide rights to a collection of books, software, accessories, music, video or other intellectual property creations (hereinafter "Products") and,

**WHEREAS**, Publisher and OBS desire for OBS to sell electronic download versions of some of the Products from internet stores which OBS operates,

**NOW THEREFORE**, in consideration of the mutual covenants contained in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

## TERMS AND CONDITIONS

**1. GRANT OF LICENSE.** During the term of this Agreement, Publisher may, at Publisher's sole discretion, submit Products to OBS (such submitted Products hereinafter "Submitted Products"). Publisher grants to OBS a non-exclusive, world-wide license to produce and sell electronic download versions of the Submitted Products (hereinafter "Licensed Products").

### **2. ROYALTIES.**

(a) OBS shall pay to Publisher a sixty percent (60%) royalty on the sales of Licensed Products for which Publisher submitted the Product to OBS in a suitable format electronic file. PDF, DOC, ePub, MP3, and MPEG4/h.264 (or ZIP files containing such formats) are explicitly suitable for OBS's use; other file formats are subject to OBS's approval.

(b) OBS shall pay to Publisher a fifty percent (50%) royalty on the sales of Licensed Products for which Publisher submitted the Product to OBS as a hardcopy printed book suitable for OBS to scan and produce a digital file version.

(c) OBS shall make payment on the 15th of each month based on sales for the prior calendar month. If the total payment amount due is less than one-hundred (\$100) dollars (hereinafter "Minimum Payment") then OBS may accrue the amount due to the following month's amount due instead of making payment. OBS shall offer Publisher the option of being paid via electronic payment service (as one example, Paypal) in lieu of check and if Publisher elects such electronic payment option then OBS shall waive the Minimum Payment and Publisher's payment shall be reduced by the actual costs of such electronic payment service. OBS may modify the Minimum Payment amount by providing Publisher thirty (30) days notice of such change.

(d) There shall be no deductions from the royalties owed for taxes, tariffs, affiliate fees or advertising, which may be incurred or paid by OBS, except that sales tax assessed on sales shall not constitute part of the sales price for computation of royalties. Sales resulting in consumer refunds, chargebacks or fraud shall not earn royalties.

(e) Royalties shall be computed and paid in US Dollars by check to the Publisher's address or by electronic payment to Publisher's e-mail address of choice.

(f) Upon thirty (30) days notice to Publisher, OBS may change the royalty rates in section 2a and 2b above. Upon any such notice, Publisher shall have the right to immediately terminate this Agreement.

**3. TERM.** Unless sooner terminated per Section 7 of this Agreement, this Agreement shall extend for a period of five years from the date of the signing of this Agreement and will be renewed for up to three (3) successive five year periods.

**4. STATEMENTS OF BOOKS OF ACCOUNT.** OBS shall keep and maintain accurate books of accounts, setting forth the sale of Licensed Products for up to two years from the date of sale. Publisher, at Publisher's sole expense, shall have the right to inspect OBS's books of accounts and facilities for the sole purpose of verifying the accuracy of the books of account and sales regarding the Licensed Products and royalties. Publisher may inspect no more than four (4) times a year, during normal business hours, and with forty-eight (48) hours prior notice. In the event of discrepancies between the royalty statement and OBS's accounts, OBS shall tender such monies due to Publisher within ten (10) days.

**5. PUBLISHER'S ASSISTANCE.**

(a) Publisher agrees to assist OBS by supplying artwork and material owned or possessed by Publisher, for the purpose of aiding OBS in the production of Licensed Products and advertising.

(b) Publisher agrees to use a good faith effort to supply OBS with digital files of Publisher's Products or two (2) hardcopy samples of copies Publisher's Products at no charge. For any Product not supplied to OBS, OBS shall have no obligation to offer that Product for sale as a Licensed Product.

(c) Publisher agrees to post a mutually agreeable press release concerning the formation of this license on Publisher's website's homepage for at least one week following the launch of Publisher's Licensed Products on OBS's webstore.

(d) On Publisher's website, Publisher agrees to maintain a prominent link to the Publisher's page on OBS's webstore for the term of this Agreement.

**6. FORCE MAJEURE.** In the event OBS is prevented from operating or performing its duties under this Agreement due to strike, war, embargoes, acts of supernatural powers or acts over which OBS has no control, OBS shall be relieved from complying with the terms of this Agreement until the event has passed and OBS is again in a position to comply with the terms hereof.

**7. TERMINATION.** Publisher shall have the right to terminate this Agreement and the rights granted to OBS if OBS does not make timely payment of royalties, or if OBS violates any of its obligations under the terms of this contract. Termination shall be caused in any of the above cases or by reason of other breach or default by OBS, by Publisher giving thirty (30) days written notice of such breach to OBS. If such breach is not cured within thirty (30) days following receipt of such notice, this Agreement and all of OBS's rights hereunder shall cease and terminate and be of no further force or effect.

Publisher shall additionally have the right to terminate this Agreement for any reason, at its sole discretion, upon thirty (30) days notice to OBS.

OBS shall have the right to terminate this Agreement for any reason, at its sole discretion, upon thirty (30) days notice to Publisher.

**8. OBS'S WARRANTIES AND INDEMNIFICATION.** OBS represents and warrants that it has the right to enter into this Agreement and that it has taken all appropriate steps to obtain such rights pursuant to its by-laws and articles of incorporation. OBS further represents and warrants that it will comply with all governmental laws, rules and regulations pertaining to it in connection with the creation, manufacture, marketing, distribution and sale of the Licensed Products, and all other transactions contemplated by this Agreement. At Publisher's request, OBS will use software technology to deter unlawful copying of Licensed Products, but cannot and does not represent or warrant that the software technology OBS utilizes cannot be defeated.

**9. PUBLISHER'S WARRANTIES AND INDEMNIFICATION.** Publisher represents and warrants that it has the right to enter into this Agreement and that it has taken all appropriate steps to obtain such rights pursuant to its by-laws and articles of incorporation. Publisher hereby indemnifies OBS and undertakes to defend OBS against and hold OBS harmless from any claims, suits, loss and damages arising out of allegations of copyright infringement or libel arising out of OBS's distribution and sale of the Products. Publisher represents that they have made no changes to this Agreement from the form last provided by OBS without notifying OBS of such changes.

**10. MISCELLANEOUS.** This Agreement contains the entire Agreement of the Parties with respect to the matters covered by the Agreement. This Agreement may not be altered, amended, modified, or changed except in writing signed by all the Parties hereto. No agreement, statement, or promise made by any Party, to any employee, officer, or agent of any Party, which is not contained herein or is not in writing signed by all the Parties hereto, shall be binding or valid. Waiver of a breach of any of the terms hereof or of any default hereunder, shall not be deemed a waiver of any subsequent breach of default, whether of the same or similar nature, and shall not in any way affect the terms hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event the invalidity of any provision shall not affect any other provisions of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as above provided, as the case may be. Publisher or OBS may assign its rights under this Agreement. Assignment by Publisher shall not affect the rights granted to OBS herein. Assignment by OBS shall not affect the rights granted to Publisher herein. This Agreement shall be construed and governed by the laws of the State of Georgia and the laws of the United States. With regard to any disputes arising under this Agreement, the parties hereby submit to the exclusive jurisdiction of the State and Federal courts located in the State of Georgia. The parties will perform all of their duties under this Agreement as independent contractors, not as principle-agent, joint ventures or partners.

11. **HEADINGS.** The title of the paragraphs of this Agreement are for convenience only and shall not affect the interpretation or construction of any paragraph.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement the day and year first above written.

\_\_\_\_\_ **(Company Name or Personal Legal Name)** **OneBookShelf, Inc.**

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

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

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

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

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

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

**Date** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Date** \_\_\_\_\_

**E-Mail** \_\_\_\_\_

(How we should contact you if the need arises. Please print clearly)

**DriveThruComics.com E-mail:** \_\_\_\_\_

(Please list e-mail used in DriveThruComics.com customer account and print clearly. Leave blank if same as above. Will be used to associate your vendor account with your customer account.)