

# EyeOnInventory® (EOI) DATA AGREEMENT

This Agreement is between Bookstore Manager, Inc. (BSM) and \_\_\_\_\_ (Supplier) with SAN \_\_\_\_\_.

## WITNESSETH:

WHEREAS, Supplier is a retailer of evangelical products and operates retail store(s) which sell Christian books, software, prerecorded music, video, and other Christian communications media; and

WHEREAS, BSM seeks to receive such information from Supplier and Supplier desires to furnish such information to BSM.

NOW THEREFORE, in considerations of the premises and the agreements herein made, the mutual benefits to be derived from this Agreement, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties (BSM and Supplier) agree and understand as follows:

- Term.** This Agreement shall continue to be in effect until either party terminates this Agreement by providing 30 days advanced, written notice to the other party of the termination.
- Providing Data.** For the Term of this Agreement, Supplier agrees to provide BSM with 1) New Title information, 2) sales information, 3) on-hands, and 4) on-orders (Data) regarding Christian product (including, but not limited to Christian books, videos, and music, Bibles, gifts, and software). Data will be periodically transmitted to BSM via a system established and provided by BSM. Supplier understands and agrees that BSM will thereafter transmit the Data for the purpose of generating comprehensive sales and inventory reports from the Data. Supplier will periodically receive supplier and aggregate Data from BSM for creating sales reports and missing titles reports. All such reports and Data are for the sole use of the Supplier and Supplier is prohibited from selling or sharing these reports or the Data with others. Supplier agrees that BSM will own the Data for all purposes.
- Data Confidentiality.** BSM shall treat the Data as confidential and shall not use the Data for any purpose other than such envisioned by this Agreement. BSM shall instruct its employees to keep the Data confidential by using the same care and discretion used with respect to its own confidential information. Supplier understands that BSM may share unidentifiable and untraceable Data with other entities affiliated with the Christian market. BSM shall keep Supplier-identifying information (Store identity and address) confidential except as stipulated in Section 4.
- Supplier Stipulation.** Supplier authorizes supplier-identifying information be made available to the following companies or entities selected by checking the adjacent box(es):
  - Above the Treeline (Subsidizing additional support fee)
  - Pubtrack (Subsidizing additional support fee)
  - Provident (Additional monthly support fee of \$5 will be assessed to you)
  - Other \_\_\_\_\_ (Additional monthly fee may apply)
- Notice.** Any notices, including termination of this Agreement, must be in writing and sent to the following address:  
BSM, Inc.  
**ATTN: EOI Manager**  
201 Fannin Street  
Abilene, TX 79603  
**Fax: (325) 673-0527**
- Governing Law and Venue.** This Agreement will be governed, construed and enforced in accordance with the laws of the State of Texas, without regard to its principles of the conflict of laws. Any and all litigation arising from or relating to this Agreement will be filed and prosecuted before any court of competent subject matter jurisdiction in Taylor County, Texas. The parties hereto consent to the jurisdiction of such courts over them, stipulate to the convenience, efficiency and fairness of proceeding in such courts, and covenant not to allege or assert the inconvenience, inefficiency or unfairness of proceeding in such courts.
- Acceptance.** BY MY SIGNATURE, I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS DATA AGREEMENT; THAT I AM AUTHORIZED TO ACT ON BEHALF OF MY COMPANY; AND THAT I AGREE TO BE BOUND PERSONALLY AND CORPORATELY BY ITS TERMS.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company & BSM Account Number

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-mail address