

BULK ORDERS PURCHASE AGREEMENT

This Bulk Orders Purchase Agreement (“**Agreement**”) is made and entered into as of the date last signed below (the “**Effective Date**”) by and between VitalSource Technologies LLC (“**VST**”), a Delaware limited liability company, with its principal office at 227 Fayetteville Street, Suite 400, Raleigh, NC 27601, and _____, a _____ corporation, whose principal place of business is located at _____, _____, _____ (“**Customer**”). Customer and VST are each sometimes referred to herein as a “**Party**” and collectively as the “**Parties**.”

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **The Service.** VST hereby agrees to sell Codes for eTextbooks and eResources to Customer, and Customer hereby agrees to purchase such Codes from VST, either through VST’s Connect Platform or through Customer’s submission of a Bulk Order Form, attached hereto as Exhibit A (the “**Service**”).

Once this Agreement has been executed and until it is terminated, Customer may submit Bulk Order Forms through VST’s Connect Platform or via email to VST from time to time. Bulk Order Forms are subject to acceptance by VST in its sole discretion.

VST has the right to withdraw or remove any features of the Service at any time, and without prior notice to Customer or user, with or without refunds or price adjustments, at VST’s sole discretion.

Access to and use of the Service is subject to the terms of this Agreement.

2. **Changes to Agreement.** Except where prohibited by law, this Agreement may be changed, modified, or altered by VST in its sole discretion at any time without prior notice. If VST materially changes this Agreement, it will notify Customer through a notice or by email (sent to the email address specified in Customer’s account, if any), prior to or upon the change(s) becoming effective.

3. **Privacy Policy.** Customer agrees to VST’s collection, use and sharing of Customer information as set forth in VST’s Privacy Policy (“**Privacy Policy**”). All provisions of the Privacy Policy are incorporated by reference herein.

4. **Products, Content and Specifications.** The inclusion of any products or services on the Website does not imply or warrant that these products or services will be available at any particular time. Products included on the Website may be unavailable, may have different attributes than those listed, or may actually carry a different price than that stated on the Website. In the event a product is listed at an incorrect price due to typographical error or error in pricing or other information, VST will have the right to cancel orders of any such product, whether or not the order has been confirmed and/or your credit card or other payment method has been charged. If your credit card has already been charged for the purchase and your order is cancelled, VST will refund any such charges within a commercially reasonable period of time after cancellation. In no event will anything contained in this Agreement or any area of the Website be construed as a representation or guarantee with respect to any content, services or products. VST does not guarantee the accuracy, completeness or usefulness of any descriptions or other content. VST assumes no responsibility or obligation to modify or remove any inaccurate content. In addition, VST may make changes to information about price, availability or other product attributes without notice. VST reserves the right, without prior notice, to limit the order quantity on any product or service, to refuse service to any Customer, or to cancel any order, including after it is submitted. VST also may require additional verifications or other information prior to the acceptance and/or shipment of any order. Customer’s receipt of an order confirmation from VST does not signify our acceptance of Customer’s order, nor does it constitute confirmation of VST’s offer to sell. By placing an order, Customer represents that the products ordered will be used only in a lawful manner, in accordance with all applicable laws, rules and regulations, including copyright law. Instructions for redeeming codes for digital content (“**Codes**”) purchased through the Website can be found on the VST support website.

5. **Returns.** Only unused or unredeemed Codes may be returned for a refund within thirty (30) days of the date of purchase. Returns may be initiated by emailing sm-orders@ingramcontent.com and including the unused Codes that you wish to return. All Codes will be checked to make sure they have not been used or redeemed, and once verified, the Codes will be deactivated and a refund issued.

6. **Property; Intellectual Property.** All content of the Website (including, without limitation, text, graphics, icons, images, clips and software) is protected by copyright, trademark, and other laws. Unless otherwise indicated, all other intellectual property appearing on the Website is the property of its respective owner. VST reserves all rights not expressly granted in and to the Website's content and services.

7. **Termination of Access and/or Account.** In addition to any right or remedy that may be available to VST under this Agreement or under applicable law, VST may limit, suspend, or terminate your access to the Website at any time, with or without notice, and with or without cause.

8. **Term.** This Agreement shall remain in full force and effect while Customer uses or accesses the Website or have an account with the Website. Sections that reasonably may be interpreted as surviving, shall survive any termination of this Agreement.

9. **Disclaimer of Warranties.** CUSTOMER'S USE OF THE WEBSITE IS AT CUSTOMER'S SOLE RISK. THE CONTENT AND INFORMATION POSTED ON THE WEBSITE, AND THE PRODUCTS AND SERVICES ACCESSIBLE OR AVAILABLE THROUGH THE WEBSITE, ARE MADE AVAILABLE TO CUSTOMER "AS IS" WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, VST DISCLAIMS AND EXCLUDES ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE WEBSITE, ITS CONTENT AND THE PRODUCTS AND SERVICES LISTED OR PURCHASED ON OR THROUGH THE WEBSITE.

10. **Limitation on Liability.** IN NO EVENT SHALL VST BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF GOODWILL, LOSS OF REPUTATION, COST OF COVER DAMAGES OR INTANGIBLE LOSSES OF ANY KIND ARISING FROM CUSTOMER'S USE OF THE WEBSITE, CUSTOMER'S INABILITY TO USE THE WEBSITE, OR THE PRODUCTS OR SERVICES AVAILABLE THROUGH THE WEBSITE, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, VST'S LIABILITY TO CUSTOMER FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER RELATING TO THE TRANSACTION AT ISSUE.

11. **Governing Law.** This Agreement and your use of the Website will be governed by federal and Tennessee law, regardless of the conflict of law provisions thereof and regardless of where Customer lives or from where Customer accesses or uses the Website.

12. **Miscellaneous.** VST may give Customer notice of certain events from time to time and may be required by state or federal law to notify Customer of certain events. Customer hereby acknowledges and consents that such notices will be effective upon our posting them on the Website or (if VST chooses to do so in its sole discretion) delivering them to Customer through email if Customer has provided VST with its accurate email address. VST's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The Section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement and Customer's account on the Website are personal to it and may not be transferred or assigned. VST's performance under this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of VST's right to comply with governmental, court and law enforcement requests or requirements relating to Customer's use of the Website or information provided to or gathered by us with respect to such use. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the

intent of the original provision and the remainder of this Agreement shall continue in effect. This Agreement, together with any additional terms and conditions or policies referred to and incorporated herein (including the Privacy Policy and/or additional terms applicable to various parts of the Website), constitute the entire understanding between Customer and VST.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

VITALSOURCE TECHNOLOGIES LLC

Signature: _____

Name: Jose Carrera

Title: Chief Operating Officer

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Bulk Order Form

_____ (Code(s) number(s))

_____ (name of title(s))