**BUYBACK WEBSITE AGREEMENT**

**AGREEMENT** made this <>th of <>, <> between **AKADEMOS, INC.,** a Delaware corporation, with its principal office address at 200 Connecticut Ave., Norwalk, Connecticut 06854 (the "Company"), and **<>**, with its principal business address at <> (the "Institution"). The Company and Institution are sometimes collectively referred to herein as the "Parties".

In consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties, intending to be bound legally, agree as follows:

**I. Website**. The Company will design, produce and operate a co-branded Website (the “Website”) which will provide the Institution's bookstore with the ability buyback course material from the Institution’s students (the “Buyback Program”). The Institution hereby engages the Company as an independent contractor to design and implement the Website, which will be promoted to students, faculty and administrators of the Institution. The Institution also authorizes the Company to publicize the completed Website to Web search engines, as well as other Web Directories and indexes.

**II. Institution Obligations**. The Institution agrees that during the Term the Institution will:

1. License to the Company, on a non-exclusive basis, the right to use the Institution’s name and logo (in compliance with any usage guidelines provided to the Company by the Institution) for the exclusive purpose of operating the Buyback Program.
2. Deliver to the Company at an agreed upon cadence and in an agreed upon format a list of material that it is interested in purchasing (the “Buyback List”). At a minimum the Buyback List will include the book’s ISBN, the number of units willing to purchase and the purchase price of each unit (the “Buyback Price”).
3. Maintain a valid credit card on file with the Company and authorize the company to charge the credit card for all costs associated with the Buyback Program. Failing to maintain a valid credit card on file will result in immediate discontinuation of the Website and termination of the Buyback Program. Maintaining a valid credit card on file does not relieve the Institution from reimbursing the Company for the cost of any course material purchased as part of the Buyback Program.
4. Designate at least one representative that will be responsible of receiving, inspecting and accepting any course material sold by the student.

**III. Company Obligations**. The Company agrees that during the Term the Company will:

1. Purchase from the Institution’s students course materials on the Buyback List giving the Institution’s preference over any other marketplace buyer.
2. Remit to the Institution the commission normally retained by the Company for its services, provided that the Institution is the party purchasing the books from the Institution’s student.

**IV. Payment to Students**. Once the Institution accepts the course material sold by the Institution’s students, the Company will pay the selling student an amount equal to the Buyback Price minus (i) a $1.50 administrative fee and (ii) a 15% commission. The student will also be credited an amount to cover the shipping cost.

**V. Charges to Institution**. Once the Institution’s accepts the course material sold by the Institution’s students, the Company will charge the credit card of the Institution for an amount equal to the Buyback Price minus the 15% commission. The Institution will also be charged an amount equal to the credit given to the student to cover the shipping cost.

**VI. Term**. The term of this Agreement will commence on the date hereof and will expire on June 30th, 2020 (the “Term”), unless sooner terminated by either Party in accordance with the terms hereof. Either Party may terminate this Agreement during the Term for any reason provided that thirty (30) days written notice is given to the other party.

**VII. Warranties/Indemnification**. The Website will conform to the specifications set forth in Section I in all material respects during the Term, and after commercially reasonable diligence, the Company has no knowledge that the content on such Website constitutes an infringement of the intellectual property rights of any third party. OTHER THAN THIS LIMITED WARRANTY, THE WEBSITE AS DEVELOPED AND OPERATED HEREUNDER IS PROVIDED “AS IS,” WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING BUT NOT LIMITED TO GUARANTEED UPTIME OR SERVICE RESPONSE. THE COMPANY, FOR ITSELF AND ITS SUPPLIERS, DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE WEBSITE OR THE SERVICES PROVIDED THEREUNDER. The Institution's sole and exclusive remedy, and the Company’s entire liability for breach of such limited warranty, will be the Company’s reasonable attempts to correct the warranted nonconformity. The Institution will indemnify, defend and hold harmless the Company and its directors, officers, affiliates, agents and employees from and against any losses, claims or proceedings including damages, judgments, assessments, investigation costs, settlement costs, legal fees and expenses, fines, penalties, arbitration awards, other liabilities, costs, fees and expenses (collectively, the “Losses”) related to or arising out of (i) any oral or written information provided by the Institution to the Company or its agents for use on or in connection with this Agreement and the Website, or (ii) any breach by the Institution of any representation, covenant or agreement by it in this Agreement. The Company will indemnify, defend and hold harmless the Institution and its directors, officers, affiliates, agents and employees from and against all Losses related to or arising out of (i) any breach by the Company of the limited warranty set forth in this Section VII; (ii) for any third party claim against Institution alleging infringement with respect to the Website; or (iii) any breach by the Company of any representation, covenant or agreement arising out of this Agreement.

**VIII. Miscellaneous**:

1. All notices, requests, consents, demands and other communications hereunder will be in writing and will be mailed by registered or certified first class mail or delivered by an overnight courier or by facsimile, to the respective Parties to this Agreement as follows. All such notices and communications will be deemed to have been delivered on the date of delivery thereof, one day after receipt of facsimile or on the third business day after the mailing thereof.
   1. If to the Company:

Akademos, Inc.

Attn: Niraj Kaji, CEO.

200 Connecticut Ave, Norwalk, CT 06854.

Fax: 203-866-0199

* 1. If to the Institution:

<>

Attn: <>

<>

Fax: <>

1. The Company will implement the same privacy policy on the Website as currently used on the Company's consumer website, www.TextbookX.com. Furthermore, the Company will automatically opt-out Institution’s students from any marketing activity and will not promote, directly or indirectly, any of its product or services to any of the Institution’s students. Notwithstanding the foregoing, this Section VIII.b will not prevent the Company from offering its product and services to students who contacts it on his/her own initiative without any actions by or on behalf of the Company to encourage such contact.
2. The Company will have the right to assign subcontractors for purposes of completing the Website and providing all necessary service hereunder.
3. During the term of this Agreement and for a period of three (3) years thereafter, neither of the Parties will, directly or indirectly, use or disclose any Confidential Information of the other Party, whether by private communication, public address, publication or otherwise, except as directed in writing by an authorized representative of such other Party. “Confidential Information” means with respect to either Party, all information, in any form, furnished or made available directly or indirectly by that Party to the other that is proprietary or otherwise sensitive and held in confidence by such Party, including without limitation: (i) information that is marked confidential, restricted, proprietary, or with a similar designation; (ii) all specifications, designs, documents, correspondence, software, software documentation, data and other materials and work products produced by the Party or its agents, consultants, licensees or representatives; and (iii) all information concerning the operations, affairs, methods, transactions and businesses of the Party or its affiliates (including ideas, marketing plans, business plans or strategies, business volumes or usage, data and other information that are trade secrets or are competitively sensitive), the financial information or affairs of the Party, pricing information and the relations of the Party with its employees and service providers. Notwithstanding the foregoing, Confidential Information does not include information that the Company or the Institution has voluntarily disclosed to the public without restriction, or which is otherwise publicly available.
4. The Website produced by the Company will be wholly owned by the Company, including all rights to the copyright therein. The Institution agrees that it has no rights in and to the ownership of the Website or any portion thereof, other than the name of the Institution. Rights to photos, graphics, source codes, work-up files and computer programs are not transferred to the Institution and remain the property of the Company. The Company retains the right to display graphics and other Website elements as examples of its work in its portfolio. The Institution hereby licenses to the Company, on a non-exclusive basis, the right to use the Institution’s name and logo for (in compliance with any usage guidelines provided to the Company by the Institution) during the Term.
5. Except as set out in Section VIII.b, neither Party may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder or any portion thereof without prior written approval of the other, which will not be unreasonably withheld; provided, however, that pursuant to a sale, merger or other business reorganization Company may, without the prior written approval of Institution, assign or otherwise transfer this agreement or any of its rights or obligations hereunder, or any portion thereof, to its parent, subsidiaries, affiliates, successors, or to a third party. This Agreement will be binding on and inure to the benefit of Company and Institution and their respective permitted successors and assigns.
6. This Agreement constitutes and expresses the entire understanding between the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, whether express or implied, oral or written. Neither this Agreement nor any portion or provision hereof may be changed, waived or amended orally or in any manner other than by an agreement in writing signed by the Parties.
7. The validity, construction and enforcement of this Agreement will be governed by the laws of the State of Connecticut and the Parties consent irrevocably to the jurisdiction of the courts of the State of Connecticut in resolving any dispute arising from this Agreement.
8. The provisions of this Agreement are independent of and separable from each other. If any provision hereof will for any reason be held invalid or unenforceable, it is the intent of the Parties that such invalidity or unenforceability will not affect the validity or enforceability of any other provision hereof, and that this Agreement will be construed as if such invalid or unenforceable provision had never been contained herein.
9. This Agreement may be executed in any number of counterparts, each of which will be an original, with the same effect as if the signatures were upon the same instrument. It will not be necessary in making proof of this Agreement to produce or account for more than one counterpart.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**AKADEMOS, INC. <>**

**By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Joseph J Daly Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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