



The University of Chicago has licensed technology from the company OmniMagnet to create a web-based online community of alumni and friends. The University sublicenses the AlumniMagnet technology to its alumni clubs, affinity groups, and class councils. This contract summarizes the terms of this formal agreement.

Please note that the summary of terms listed below is for informational purposes only and not binding. The terms of the sublicense attached to this summary are the valid and binding terms of your agreement for the use of the platform. If you have questions, please contact Edward Cain at 773.702.3945 or consult with an attorney prior to signing.

#### **Club administration**

- Clubs are responsible for the content on their site.
- The Club accepts responsibility for all actions performed using AlumniMagnet administrative accounts.
- Club managers will provide the University with a list of all administrator accounts, including non-alumni administrators.
- Any illegal activities occurring on the AlumniMagnet platform are prohibited and void this contract.
- Club sublicenses are valid for one year and renewable upon mutual agreement of the club and the University; the license will automatically renew unless otherwise stipulated.
- All University of Chicago alumni are eligible to become members of a club.

#### **Alumni data**

- Head administrators and subadministrators may have access to confidential data to perform club duties; they agree to uphold strict confidentiality of alumni data and must sign the University of Chicago Alumni Data Confidentiality agreement.
- Alumni data should never be shared with non-alumni or third parties.
- Alumni data is for University-related use only. The use of member directories or other alumni data for any other purpose, such as reproducing or storing, is strictly prohibited.
- Clubs agree that alumni data is confidential and will be accessible only to University of Chicago alumni and students through the directories.

#### **Financial and Commercial Considerations**

- Clubs cannot use their site to promote or endorse products without explicit written permission of the University.
- Use of the platform to send mass unsolicited email or news postings in direct disregard of the stated preferences of the recipient is prohibited.
- Donations collected through online fundraising must go directly to the appropriate gift fund account as dictated by University gift policy.
- Club managers will not store/save credit card information on or off the site.

#### **University logos**

- University graphics, logos, and designs must be used in accordance with University identity standards (see identity and brand book).

1. **OVERVIEW.** On June 30, 2011, the University of Chicago (UC) and OmniMagnet, LLC (“OmniMagnet”) entered into a Master Service Agreement (the “Service Agreement”), under which OmniMagnet licensed to UC certain technology and agreed to perform certain work and provide certain services (“Services”) to enable UC to create a web-based online alumni community for graduates of The University of Chicago.

The following defined terms are used throughout this Agreement:

“**COMPANY**” means OmniMagnet, LLC. - AlumniMagnet technology vendor.

“**LICENSEE**” means

“**SUBLICENSEE**” means UC Approved Club and/or Group functioning as a legal entity that is allocated a Node, and authorized to use this Node by LICENSEE.

“**USER**” means a person or entity using the Node, regardless of whether such person is a Registered User, excluding COMPANY Users.

“**REGISTERED USER**” means a User with a Registered User Account.

“**COMPANY USER**” means any employee, agent, trustee, or director of COMPANY or any independent contractor working on behalf of COMPANY.

“**LICENSEE USER**” means any employee, agent, trustee, or director of LICENSEE or any independent contractor working on behalf of LICENSEE.

“**NODE**” means the website of the SUBLICENSEE that is hosted on the AlumniMagnet Platform.

“**PGP**” means Participation Guidelines and Policies

“**CONTENT**” means any information that is available for access retrieval by a User from the Website including, without limitation, text, graphics, audio and video.

“**PLATFORM**” means OmniMagnet’s Magnet Web Platform and all modules and functionality identified in the Service Agreement and all related Exhibits.

“**REGISTERED USER ACCOUNT**” means a unique entry in the Platform’s database that contains a password which is used to authenticate a User.

“**WEBSITE**” means all of UC or UC Approved Club and/or Group web-pages served from the Platform.

“**ENDORSED SPONSORSHIP**” means a agreement between a UC Approved Club and/or group and a commercial entity (SPONSOR) which provides the group with income or other forms of support or benefits in exchange for implicit or explicit endorsement, promotion or advertisement of the products and services of the SPONSOR to members or other potential customers.

“**ALUMNI DATA**” means UC Confidential Information. Unless otherwise designated as public, most information about individual students, faculty, and staff must be considered confidential; including, but not limited to all biographical data: name, home/office address, telephone/fax numbers, and email address. UC’s definition of Confidential Information includes information about a person or an entity that, if disclosed, could reasonably be expected to place either the person or the entity at risk, or be damaging to financial standing, employability, or reputation. Inappropriate disclosure or misuse of confidential information may lead to criminal or civil liability.



**“NON-ALUMNI ADMINISTRATOR”** means any person or entity, not holding a degree or having not completed an alumni status granting program from University of Chicago, who is acting as a means of technical, clerical, or operational support to any UC Approved Club or Group.

**“UC APPROVED CLUB OR GROUP”** means a legal entity (by way of signature of the PGP) that is (1) recognized by UC as meeting the policies, standards, and practices set by UC for an endorsed club or group in good standing; (2) is allocated a Node; and (3) is authorized to use the Node by the Licensee.

## **2. OBJECTIVE and GENERAL TERMS AND CONDITIONS**

The purpose of the Participation Guidelines and Policies document (PGP) is to define proper usage of the AlumniMagnet website (NODE) allocated to UC Approved Clubs and Groups (SUBLICENSEES) by UC. All UC Approved Clubs and/or Groups who wish to use the technology provided by AlumniMagnet, licensed and provided by UC at its sole discretion, must read and agree to all policies as described in this document. Failure to adhere to said policies may result in loss of specific privileges and/or termination of the violating Approved Club or Group’s Node.

While UC remains as the AlumniMagnet Client, all Approved Clubs and/or Groups on the AlumniMagnet Platform retain the right to update, design and modify the Node as necessary. A SUBLICENSEE is responsible for all content, actions and transactions that take place on their Node. UC is not responsible for any actions (as a result of negligence, or malice), taking place on an Approved Club or Group’s Node that is in breach of the terms set in the following Participation Guidelines and Policies document.

Each of Company and LICENSEE agree and acknowledge that this Agreement shall in no way alter, amend or supersede the terms of the Service Agreement.

2.1 With adoption of AlumniMagnet Platform and creation of its own Node, the Approved Club and/or Group will be receiving a technology solution which delivers:

- a) A comprehensive Web presence,
- b) A powerful suite of operations management and communication tools,
- c) Integration into the UC Alumni Network, including regular updates of ALUMNI DATA to expand and update contact information for potential club and/or group members.

2.2 With the adoption of the AlumniMagnet Platform and the creation of its own Node, the Approved Club and/or Group agrees to meet the following responsibilities and requirements in its use of the node:

- a) **Universal membership.** All members of the University of Chicago Alumni Association (UC) are eligible for membership in the club and/or group, provided, however, that the UC shall retain the right to review, restrict or remove any such membership. Subject to the aforementioned rights of UC, all members of UC shall have access to information and events made available through the NODE web site and communications tools, and access shall not be restricted by



payment of service charges, dues or other required contributions. Clubs and/or groups may encourage sponsorships or donations which help defray the operational expenses of the club and/or group, and may recognize those gifts through defined benefits and/or thank-you gifts that do not exclude members from access to information or events provided by the club and/or group.

b) **Non-endorsed sponsorships and acknowledgments.** A club and/or group will not use its NODE to promote or acknowledge sponsorships that carry explicit or implicit endorsement of sponsor products or services without explicit, written permission of UC.

d) **Online fundraising.** The club and/or group agrees to conduct any fundraising activity on behalf of the University of Chicago, or any fundraising activity characterized as for or in support of the University of Chicago, in such a manner that individual donations solicited through the use of the NODE are directly deposited in the appropriate gift fund account maintained by the University of Chicago on behalf of the club/group fundraising activity.

### **2.3 Term of Agreement and Renewal**

2.3.1 The sublicense agreement is valid one calendar year from date of execution and renewable upon mutual agreement of the LICENSEE and SUBLICENSEE;

2.3.2 The LICENSEE may terminate this agreement at any time by providing the SUBLICENSEE written notification of termination at least 30 days prior to the intended termination date, *provided, however,* that LICENSEE may, in addition, terminate this agreement immediately upon written notice in the event LICENSEE determines, in its sole discretion, that SUBLICENSEE has breached the terms of this Agreement or has lost its status as a “UC Approved Club or Group”;

2.3.3 The SUBLICENSEE may terminate this agreement at any time by providing the LICENSEE written notification of termination at least 30 days prior to the intended termination date;

2.3.4 The SUBLICENSEE’s eligibility to renew this agreement is based on its continued status as a “UC Approved Club or Group” as defined in this agreement and as determined solely by the LICENSEE.

2.3.5 Without any further action or notification by LICENSEE or SUBLICENSEE, this agreement will automatically renew upon the one year anniversary of execution or previous renewal of the agreement. The LICENSEE may choose to require an agreement to be renewed in the event that executive leadership of the club or group changes for any reason prior to the end of term for the current agreement.

**3. USAGE, RESALE, and TRANSFER.** The Approved Club and/or Group understands and agrees that the Services are not transferable or resalable. The hardware and software components used by OmniMagnet to provide the Services, including without limitation all intellectual property rights therein, are and remain OmniMagnet’s exclusive property.



3.1 The LICENSEE, SUBLICENSEE, and COMPANY each acknowledges that:

- a) SUBLICENSEE and Users are the entities and persons that are monitoring the content provided by the Services and set forth on SUBLICENSEE's Node (the "Content") and neither the LICENSEE nor COMPANY is able to review and monitor the Content because of the volume of the Content;
- b) the Content is controlled by Users who are independent third parties unrelated to LICENSEE or COMPANY;
- c) COMPANY shall have no involvement in the creation, development, and posting of the Content; and
- d) The LICENSEE reserves the right to audit usage and User accounts to assure compliance with all policies set forth in this document.

3.2 SUBLICENSEE accepts full responsibility for all actions performed by anyone through use of SUBLICENSEE's administrative accounts on or off the AlumniMagnet Platform. The SUBLICENSEE covenants that it shall be responsible for all goods and services offered at the SUBLICENSEE's Node, all materials used or displayed at the Node, and all acts or omissions that occur at the Node or in connection with the SUBLICENSEE's account or password.

3.2.1 Any illegal activities, or attempted illegal activities, occurring on or through the AlumniMagnet Platform (including, but not limited to, illicit use or attempted illicit use of any unauthorized device or software, production of falsified headers on any message, harassing or damaging behaviors, violation of any applicable laws or regulations, theft of services, defeating or attempting to defeat any security measures placed upon COMPANY's or LICENSEE's network infrastructure or on any other connected systems, damaging or attempting to damage, hinder or prevent from proper functioning of any system of COMPANY or LICENSEE, the Services, or any connected system or service, possession or storage of any software, source code, or program which has the capability of doing any of these, impersonation of another User or entity on or off the system, forgery of header, IP address information, or logging information) are prohibited, and constitute a material breach of this agreement.

3.2.2 Any use of Services by SUBLICENSEE or Users to send mass unsolicited e-mail or news postings in direct disregard of stated preferences by the recipient for exclusion is prohibited. SUBLICENSEE agrees to honor all preferences for exclusion from mass mails provided by UC and submitted by the potential recipients. SUBLICENSEE agrees to abide by provisions of the **CAN-SPAM Act of 2003** (15 U.S.C. 7701, et seq., Public Law No. 108-187, was S.877 of the 108th United States Congress) in its use of the Node to send electronic mail. SUBLICENSEE also agrees to provide sufficient opportunities for e-mail recipient to opt out of receiving future e-mail messages. Sending or posting of identical, substantially similar or random messages to one person or to a large number of newsgroups in a short period of time is prohibited. Use of the Services as the return address for any mass posting, mailing, or similar activity is prohibited. On reasonable request from the LICENSEE or from COMPANY, SUBLICENSEE will produce proof of licensure of all commercial software that SUBLICENSEE uses in connection with the Services.

3.2.3 SUBLICENSEE accepts full responsibility and covenants that no materials of any kind submitted through the AlumniMagnet Platform or otherwise posted or shared by Users through the Services will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material. The following is a partial list of Content that is illegal



and/or may not be posted through the Services. Both LICENSEE and COMPANY reserve the right to investigate and take appropriate legal action against anyone who, in COMPANY's sole discretion or in the LICENSEE's sole discretion, violates this provision, including without limitation, removing offending Content from the AlumniMagnet Platform and terminating the privileges of the offending User to use the Services. Prohibited Content and activities include, but are not limited to, Content and activities that, in the sole discretion of COMPANY or in the LICENSEE'S sole discretion:

- i. are patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- ii. Harass or advocate harassment of another person;
- iii. Distribute hate promoting materials;
- iv. Exploit people in a sexual or violent manner;
- v. Result in the sale of illegal goods or services;
- vi. Violate import/export laws;
- vii. Contain nudity, violence, or offensive subject matter or contains a link to an adult website;
- viii. Defame or invade the privacy of any person;
- ix. Solicit personal information from anyone under 18;
- x. Promote false or misleading information or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- xi. Promote an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- xii. Attempt to gain unauthorized access to any servers controlled by the LICENSEE or by COMPANY;
- xiii. Further or promote any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- xiv. Solicit passwords or personal identifying information for commercial or unlawful purposes from Users;
- xv. Use sexually suggestive imagery or any other unfair, misleading or deceptive Content intended to draw traffic;
- xvi. Promote criminal or wrongful acts that cause injury to a person or property subject to recoverable damages, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, instant message spamming (spimming), sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;
- xvii. Interfere with, disrupts or creates an undue burden on the Services or the networks;
- xviii. Attempt to impersonate another User or person;
- xix. Uses the account, username, or password of another User at any time or discloses any Users password to any third party or permits any third party to access the Services; or use the Services in any other manner that is inconsistent with any and all applicable laws and regulations;
- xx. Promote any private, commercial or political activity of the USERS of the NODE;
- xxi. Represent the University of Chicago as endorsing activities or enterprises that are illegal or violate individual privacy or violate the policies, standards and practices adopted by the University.





3.2.4 SUBLICENSEE covenants not to, directly or indirectly:

- a) Modify, adapt, translate, reverse engineer, decompile, dis-assemble, back-develop or otherwise attempt to discover the source code of the Alumni Magnet Platform;
- b) Display, directly or indirectly, any portion of the Alumni Magnet Platform that is password protected (e.g., member only areas and administrative areas); or c) alter the Alumni Magnet Platform to enable an alternate or unintended use.

3.3 Neither the LICENSEE nor COMPANY claims any ownership of the Content on SUBLICENSEE's Node. By displaying or publishing ("posting") any Content on or through the Services, SUBLICENSEE and Users hereby grant

- a) to COMPANY a limited license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content solely on and through the Services to enable the COMPANY to provide the Services in a technical efficient manner or to ensure compliance with the restrictions set forth in this Section 2; and
- b) to LICENSEE a limited license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content solely on and through the Services as LICENSEE sees fit to share this information as part of the broader network run by LICENSEE. Without this license, COMPANY would be unable to provide the Services. For example, without the right to modify Content, the COMPANY would not be able to digitally compress or otherwise format Content to satisfy technical requirements or to enforce compliance of known violations of this Section 2. The license SUBLICENSEE grants to COMPANY is non-exclusive, fully-paid and royalty-free, sublicensable to COMPANY affiliates and subcontractors (such as Internet content delivery networks), and worldwide. This license will terminate with this agreement.

3.4 Assignment: SUBLICENSEE may not assign its sublicense in whole, or assign in part any usage rights; provided, that SUBLICENSEE may grant to any Users a sublicense to use the AlumniMagnet Platform in conformance with this Agreement. Any attempted assignment of this Agreement in violation of this section shall be null and void.

3.5 If SUBLICENSEE or any User violates any of the terms of this agreement, both LICENSEE and COMPANY reserve the right to suspend SUBLICENSEE's or User's use of the Services and the AlumniMagnet Platform; provided, that LICENSEE or COMPANY has provided SUBLICENSEE with written notice of such violation and SUBLICENSEE fails to correct or cure such violation within thirty (30) days following receipt of such written notice. In cases where SUBLICENSEE's violations of any of the terms of this Agreement may present a material threat to the AlumniMagnet Platform's infrastructure, any other potential damage to the LICENSEE or its networks or to the COMPANY and its networks, or violate Section 2.2 hereunder, both LICENSEE and COMPANY reserve the right to immediately suspend the use of the Services and the AlumniMagnet Platform at LICENSEE's sole discretion or at COMPANY's sole discretion until SUBLICENSEE's violation is cured, so long as LICENSEE or COMPANY provides written notice of such material threat or material damage prior to any restriction imposed by LICENSEE or COMPANY.

3.6 Graphics, logos, designs, and other marks.

3.6.1 LICENSEE graphics, logos, designs, page headers, button icons, scripts and service names are marks or trade dress of LICENSEE in the U.S. and/or other countries. LICENSEE's marks and trade dress may not be used, including as part of marks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may

not be copied, imitated, or used, in whole or in part, except as contemplated in this Agreement or with the prior written permission of the LICENSEE. SUBLICENSEE agrees to University of Chicago trademark restrictions and identity standards found at:

<http://identity.uchicago.edu/guidelines/logo.shtml>

3.6.2 UC Branding Provisions: Use of the UC name, logo and/or logotype may be used as part of the SUBLICENSEE's Node branding or identification with the understanding that:

- a) SUBLICENSEE must use the proper name and/or logo (when used) as provided by LICENSEE and/or UC Communications,
- b) Any attempt to recreate or alter the logos if forbidden,
- c) SUBLICENSEE may not use a custom SUBLICENSEE logo (any University, campus or UC logo cannot be used in conjunction with a SUBLICENSEE logo),

3.6.3 COMPANY graphics, logos, designs, page headers, button icons, scripts and service names are marks or trade dress of COMPANY in the U.S. and/or other countries. COMPANY's marks and trade dress may not be used, including as part of marks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, except as contemplated in this Agreement or with the prior written permission of COMPANY.

3.7 The SUBLICENSEE agrees to display on the Node, the SUBLICENSEE's contact information, including but not limited to, the SUBLICENSEE's name, address, telephone number, fax number and email address. The SUBLICENSEE agrees to update such information as needed to keep it true, accurate, current and complete.

3.8 COMPANY acknowledges that LICENSEE and SUBLICENSEE retains sole and exclusive title to any data, Content and materials that LICENSEE and/or SUBLICENSEE, its administrative staff, or its Users input into or maintains on the LICENSEE's or SUBLICENSEE's own Node(s) (collectively, "Data"), all components and portions of LICENSEE's and SUBLICENSEE's pre-existing information, its Confidential Information, and any intellectual property associated therewith. LICENSEE and COMPANY hereby assign to SUBLICENSEE all right, title and interest in and to any modifications to or improvements upon SUBLICENSEE's preexisting information, Confidential Information or Data.

3.8.1 ALUMNI DATA: The SUBLICENSEE agrees that all alumni and/or member directories and all alumni data is confidential and will be accessible by University of Chicago Alumni only. No non-alumni User, regardless of SUBLICENSEE membership, shall be granted access to alumni data in any form. Under no circumstance will alumni data be shared with any non-alumni person or entity except as permitted under paragraph 3.8.2 of this document.

COMPANY may have access to alumni data as is stipulated by LICENSEE's contract agreement.

3.8.2 SUBLICENSEE may allow non-alumni Head Administrators and/or sub-administrators (Non-Alumni Administrator) access to confidential alumni data as required to perform daily duties as requested by SUBLICENSEE. SUBLICENSEE agrees to require all Non-Alumni Administrators to uphold strict confidentiality of UC ALUMNI DATA. SUBLICENSEE is responsible for requiring all Non-Alumni Administrators to sign the UC Alumni Data Confidentiality Agreement – provided by LICENSEE upon request. LICENSEE reserves the right to renew Non-Alumni Administrator UC Alumni Data Confidentiality Agreement annually.

3.8.3 SUBLICENSEE agrees to provide LICENSEE with a listing (name and contact info) of all Non-Alumni Administrator accounts on SUBLICENSEE's Node and to notify LICENSEE of the addition of any newly created Non-Alumni Administrator accounts. SUBLICENSEE agrees to immediately





terminate Non-Alumni Administrator account upon termination of an individual's Non-Alumni Administrator duties/contract with SUBLICENSEE.

3.8.4 Alumni and/or Club/Group Directories: SUBLICENSEE agrees that directories or other ALUMNI DATA (printed and/or online) are for official University of Chicago Alumni Association use, and also for individual communication of a personal nature between individuals contained in the directories or ALUMNI DATA provided to the club and/or group. Use of these directories for any other purpose, including, but not limited to, reproducing and storing in a retrieval system by any means, electronic or mechanical, copying or using the addresses or other information contained in the directory for any private, commercial or political mailing is strictly prohibited and is in direct violation of copyright and constitutes misappropriation of corporate property. The LICENSEE (UC) reserves the right to deny access to the directory to anyone who violates this agreement, and at its sole discretion retains the right to suspend the use of the NODE by a individual user or the by the SUBLICENSEE for violation of this agreement.

### 3.9 Powered By Mark ("PBM")

3.9.1 Purpose: COMPANY reserves the right to use a small space on the SUBLICENSEE's Node page-templates for the purpose of displaying the PBM in the manner set forth in this Section 3.9.

3.9.2 Format, Screen size, File Size, Restrictions: The following restrictions apply to display of the PBM on the SUBLICENSEE's Node:

- a) the PBM is a visible mark that contains text and/or a downloadable image-file in the format of a JPEG, GIF, PNG, or SWF;
- b) the PBM is not to exceed 150 screen pixels in width and 75 screen pixels in height at 72 dpi resolution, RGB color scheme; and
- c) the PBM is not to exceed 5 kilobytes in file size.

3.9.3 Usage: PBM can only be used by COMPANY to promote the AlumniMagnet Platform. THIS IS NOT A GENERIC AD BANNER. COMPANY will use commercially reasonable efforts to assure that the graphical integration of the PBM with the rest of the SUBLICENSEE's web presence overall design is effected in a minimally obtrusive and commercially reasonable manner. The PBM mark may contain a link to COMPANY's website.

**4. ACCESS TO VENDOR.** The AlumniMagnet Platform is highly customizable. With the written approval of the LICENSEE, a SUBLICENSEE may contract with the COMPANY for customization for any additional needs SUBLICENSEE may have that are not covered by the LICENSEE's license with COMPANY. LICENSEE reserves the right to review and approve SUBLICENSEE access for custom projects to COMPANY. Any customization requested and authorized by a SUBLICENSEE that doesn't fall under LICENSEE's contract with COMPANY and is approved by the LICENSEE will be estimated by COMPANY and paid for by the SUBLICENSEE. For Node customization, COMPANY will communicate with designated SUBLICENSEE Head Administrators as defined in section 7 of the document. SUBLICENSEE agrees to communicate with LICENSEE on all changes and customizations made to the NODE in accordance with the notice of approval for such a project by the LICENSEE.

### 5. INDEMNIFICATION/LIABILITY

5.1 Liability: SUBLICENSEE accepts full responsibility for all actions performed by anyone through use of SUBLICENSEE administrative accounts on or off the AlumniMagnet Platform. The

SUBLICENSEE covenants that it shall be responsible for all goods and services offered on the SUBLICENSEE's Node, all materials used or displayed on the Node, and all acts or omissions that occur on the Node or in connection with the SUBLICENSEE's accounts or passwords.

## 5.2 Indemnification

5.2.1 SUBLICENSEE shall indemnify, defend and hold harmless COMPANY and LICENSEE against any claims, actions, loss, liability, damages, cost or expense (including without limitation reasonable attorney's fees) to the extent based upon or arising from or in connection with: (a) any third party claim that the Data or Content infringe on any third party right or any third party claim predicated on any law or regulation concerning protection of personal data or rights in data collections, but excluding any such claim arising out of the negligence, wrongful conduct or violation of law by COMPANY; or (b) any breach of a representation, warranty, or covenant set forth hereunder by SUBLICENSEE or any User.

5.2.2 A party's right to indemnification is conditioned upon such party (the "indemnified party") giving SUBLICENSEE

(a) written notice of the claim within thirty (30) days of its notice thereof; (b) to the extent necessary and appropriate, all requested information and assistance with respect to the claim at the indemnifying party's expense; and (c) if requested by the SUBLICENSEE, sole authority to defend and settle the claim. The indemnified party may, at its option, participate in the defense of any such claim at its own expense. Any failure by the indemnified party to perform the obligations under this Section 4.2.2 shall not relieve SUBLICENSEE of its obligations except to the extent the indemnifying party can demonstrate it has been prejudiced as a result of such failure.

5.2.3 In the event of a material uncured breach of the Agreement by SUBLICENSEE, the non-breaching party may pursue all available legal and technical remedies as permitted by law or under this Agreement, including without limitation, disabling the SUBLICENSEE use of the service.

## 6. CREDIT CARD STORAGE

COMPANY, LICENSEE, and SUBLICENSEE will not store/save any credit card information – on the AlumniMagnet Platform or off-line, except for the last 4 digits of a credit card account number for the purpose of tracking and re-billing orders. For avoidance of doubt, credit card account information may not be stored for a period of time longer than necessary to process the original transaction for which it was submitted. This includes, but is not limited to storage on laptop computers, Excel spreadsheets or in personal notebooks.

## 7. ACCESS FROM INSECURE NETWORKS AND/OR PUBLIC COMPUTERS

While wireless Internet access is widely available (e.g. internet cafés, airport terminals, etc....), in many circumstances—indeed, in most circumstances—it is also not secure. Users of the SUBLICENSEE who have Administrator-level access to their Node have a responsibility to protect the Data and content on their Node. It is therefore the responsibility of the SUBLICENSEE and its administrators to ensure that access to their Node is only done through secure Internet connections. For avoidance of doubt, unencrypted wireless networks, and public computers are NOT secure and should never be used to access administrative accounts.

## 8. HEAD ADMINISTRATORS



8.1 It is the responsibility of each SUBLICENSEE to designate one (1) person as “Head Administrator” and one (1) person as “Back-up Head Administrator” to manage/coordinate the day-to-day operations of the SUBLICENSEE’s Node activity. Designation of (2) two Head Administrators is not mandatory -

SUBLICENSEE may opt to designate only (1) one Head Administrator. SUBLICENSEE may designate a maximum of (2) Head Administrators.

8.2 It is the responsibility of the Head Administrators to be fully trained and knowledgeable of the AlumniMagnet functionality. While the LICENSEE and COMPANY will remain available for continued support, all technical, operational support and/or training related communication between the SUBLICENCEE and COMPANY and/or the LICENSEE will funnel through the Head Administrators.

8.3 Except in cases of emergency, COMPANY will only communicate with the designated Head Administrators on technical matters. It is therefore the responsibility of the Head Administrators to train all Club/Group sub-administrators. (Head Administrators may wish to delegate responsibility of managing the online Merchant Account<sup>1</sup> activity to a sub-administrator).



*As a condition for adopting the AlumniMagnet platform and to commence training, each Club/Group President and Head Administrator(s) must read, sign and return a copy of this Participation Guidelines and Policies document to the UC office. This document may be signed in part, but training will not commence prior to receiving a signed copy from the President and the designated Head Administrator(s).*

SUBLICENSEE	
Club/Group Name:	_____
DBA (optional):	_____
Address:	_____
URL:	http:// _____
Club/Group Executive Officer Name:	_____
Position:	_____
Email address:	_____
Signature: X _____	Date: __/__/__
Head Administrator Name 1:	_____



Signature: X \_\_\_\_\_ Date: \_\_/\_\_/\_\_

**Head Administrator 2 (optional):** \_\_\_\_\_

Position: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: X \_\_\_\_\_ Date: \_\_/\_\_/\_\_

LICENSEE

**Legal Name:** University of Chicago Alumni Association

Name: DAMON CATES

Signature: X Damon Cates Date: 09/22/2011