

Hobsons, Inc.

50 E Business Way
Suite 300
Cincinnati, OH 45241
www.hobsons.com



Order form

Order Number: Q058512
Valid until: 06/30/2016
Account Representative: Justin Brantley
Phone:
Purchase Order:

Contact Information

Customer Name: University of Massachusetts Boston - Undergraduate
Bill To: John Drew **Sold To:** John Drew
Address: 100 Morrissey Boulevard,
Boston, Massachusetts 02125-3393
United States
Email: John.drew@umb.edu
Phone: (617)287-5000

Product or Service	Detail	Quantity	Term	Start Date
Active Match Plus - Tier 1		4	4	08/31/2016
Active Match Plus - Tier 3		1	4	08/31/2016
Active Match Plus - Tier 4		1	4	08/31/2016
Active Match Tier 1	State: NY Ability: High Grade Level: Senior Ethnicity: Caucasian	1	4	08/31/2016
Active Match Tier 1	State: NJ Ability: High Grade Level: Senior Ethnicity: Other	1	4	08/31/2016
Active Match Tier 1	State: NJ Ability: High Grade Level: Senior Ethnicity: Caucasian	1	4	08/31/2016
Active Match Tier 1	State: NY Ability: High Grade Level: Senior Ethnicity: Other	1	4	08/31/2016
Active Match Tier 3	State: CT Ability: High Grade Level: Senior Ethnicity: Caucasian	1	4	08/31/2016
Active Match Tier 4	State: NH Ability: High Grade Level: Senior Ethnicity: Caucasian	1	4	08/31/2016
Competitive Active Match Plus - Premium Group		7	4	08/31/2016
Competitive Active Match Plus - Tier 1		1	4	08/31/2016
Competitive Active Match Plus - Tier 2		1	4	08/31/2016
Competitive Active Match Premium Group	School: University of Massachusetts Amherst State: CA	1	4	08/31/2016
Competitive Active Match Premium Group	School: University of Massachusetts Amherst State: MA	1	4	08/31/2016
Competitive Active Match Premium Group	School: Northeastern University State: FL	1	4	08/31/2016
Competitive Active Match Premium Group	School: University of Connecticut State: CT	1	4	08/31/2016
Competitive Active Match Premium Group	School: University of Massachusetts Amherst State: PA	1	4	08/31/2016
Competitive Active Match Premium Group	School: Northeastern University	1	4	08/31/2016

Competitive Active Match Premium Group	State: CA School: Northeastern University	1	4	08/31/2016
Competitive Active Match Tier 1	State: NJ School: University of New Hampshire	1	4	08/31/2016
Competitive Active Match Tier 2	State: MA School: Suffolk University	1	4	08/31/2016
Hub B	State: MA	1	12	06/30/2016
Hub B Web Prep Fee		1	12	06/30/2016
TOTAL:			\$15,000.03	

Comments/Notes

Terms and Conditions

Terms and Conditions

1. **Ownership and license.** The Participant named on the contract (the "Participant") to which these Terms and Conditions are attached (and to which they are made a part of) (the contract together with these Terms and Conditions are collectively referred to as this "Agreement") agrees that as between Participant and Hobsons, all right, title and interest in Hobsons network, print products, new media, virtual student fairs, exclusive leads, quoted services, Websites, and all components of the Hobsons software and the services provided by Hobsons hereunder, including any and all copyrights, patent rights, trade secrets, trademarks, service marks, trade names and any other statutory or common law intellectual property or other proprietary rights related thereto are owned by Hobsons and/or Hobsons' subsidiaries, third party licensors, suppliers or vendors. Participant shall obtain no intellectual property ownership regarding the Hobsons network, print products, new media, virtual student fairs, exclusive leads, quoted services, Websites, and all components of the Hobsons software and the services provided by Hobsons hereunder and hereby assigns to Hobsons, any enhancements to any of the foregoing generated in the course of this Agreement. Participant will not, at any time, do, or omit to do, anything which is likely to prejudice Hobsons' or any of Hobsons' subsidiaries', third party licensors', suppliers' or vendors' ownership of any intellectual property rights in the Hobsons network, print products, new media, virtual student fairs, exclusive leads, quoted services, Websites, and all components of the Hobsons software and the services provided by Hobsons hereunder (or any component thereof). Participant will not remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the Hobsons network, print products, new media, virtual student fairs, exclusive leads, quoted services, Websites, and all components of the Hobsons software and the services provided by Hobsons hereunder (or any component thereof).

For the term of this Agreement (described below), Hobsons grants to Participant a non-exclusive, revocable, non-transferable license to distribute the storage media it licensed from Hobsons hereunder. Participant agrees to purchase or license exclusively from

Hobsons all copies of media or other portions of Hobsons presentations, and to make no copies or authorize any third party to make copies. Upon expiration, termination or cancellation of this Agreement, Participant shall return all such materials to Hobsons. Participant grants Hobsons, and anyone acting on behalf of Hobsons, a royalty-free license to copy and use any material provided by Participant that is reasonably necessary for Hobsons to fulfill its obligations under this Agreement.

2. **Web products.** Please refer to the table in Section 4 for specific product information. For all products Participant understands that Participant could lose priority and placement of their advertising and the schedule and delivery of their product could be compromised as a result of a failure to submit materials within the timeframes described in the table in Section 4. If this Agreement is executed and delivered by both parties after the 15th day of the month in which this Agreement is so executed and delivered and the start date is the same month, notwithstanding anything to the contrary in the table in Section 4, Participant must provide the required materials to Hobsons simultaneously with the execution and delivery of this Agreement. Upon written notice to Hobsons delivered simultaneously with the execution and delivery of this Agreement, Participant may elect to move their end-date to the following month. For purposes of clarification, Participant's materials may be posted on Hobsons' Websites, or Third Party sites. For purposes of these Terms and Conditions, "Third Party sites" means Websites of Hobsons' marketing partners or Websites of other third party providers reasonably selected by Hobsons.

In the event Participant purchases advertisement services from Hobsons that includes Impressions, this paragraph shall apply. Hobsons will monitor delivery of the placement of Impressions (as defined below) and monitor progress of delivery of monthly Impressions against the targeted amount over the term of this Agreement. Hobsons may at its option also provide Participant software or access to software for tracking or other purposes, and in such event, Hobsons grants to the Participant only a non-exclusive license to use such software solely for such purpose for the term of this Agreement. The Impressions services described in this paragraph shall continue for the number of months contracted for such Impressions services unless such Impressions service program is earlier discontinued by Hobsons, in which case Hobsons will be entitled to a pro rata payment based on the length of the term during which Impressions were delivered. For purposes of this Agreement, "Impressions" are a measurement of responses from a Web server to a page request from the user browser, which is filtered from robotic activity and error codes, and is recorded at a point as close as possible to opportunity to see the page by the user.

3. **Print products.** If this Agreement is executed and delivered by both parties on or before the 15th day of the month in which this Agreement is so executed and delivered, Participant agrees to submit materials within 20 calendar days of the execution and delivery of this Agreement by both parties; provided that this sentence shall not apply

with respect to any Agreement executed and delivered by both parties in the month of September. For any such Agreement executed and delivered by the parties in September, Participant must submit materials within a further expedited timeframe to be determined by Hobsons to meet end-of-year (September 30) delivery. Participant understands that Participant could lose priority and placement of their advertising and the schedule and delivery of their product could be compromised as a result of a failure to submit materials within the time frames described in this Section 3.

4. **Additional product terms.** The terms of this table shall apply to the specific products and services listed below:

Product / Service	Lead Time to Obtain Materials from Participant	Terms and Conditions
Beat the GMAT MBA Watch Page Hub Page products (web tour, profile, web links)	14 days	Participant must provide materials 14 days before publishing date. Hobsons will make no more than 3 attempts to secure materials from Participant, and Hobsons will not extend the end date of this Agreement.
Duration-based display ad (forum placement, mobile app, section placement, CollegeView geotargeted, ActiveMatch)	14 days	Participant must provide materials 14 days before publishing date. Hobsons will make no more than 3 attempts to secure materials from Participant, and Hobsons will not extend the end date of this Agreement. Participant must purchase in quantity of months. Months must be consecutive for each particular line item. Specific Impressions are not guaranteed for duration-based ads.
ActiveMatch Plus	14 days	Participant must purchase matching placements and run dates for all standard ActiveMatch placements. Participant agrees to receive all data transferred through the Hobsons' Radius services. Participant will submit a valid email address for receipt of notifications.

Product / Service	Lead Time to Obtain Materials from Participant	Terms and Conditions
College Confidential impression-based display ad (CC geo-targeted, CC re-targeted,)	14 days	Participant must purchase by units (each unit represents 50,000 Impressions). Impressions will be equally distributed amongst the time frame contracted for each particular line item.
SuperMatch ads	14 days	Participant must purchase by blocks (each block represents 5,000 searches). Blocks will be equally distributed over 12 months for each particular line item.
Beat the GMAT Events (Chat, Webinar)	21 days	Participant must deliver required information and materials to Hobsons 21 days before the purchased event date. The event must be conducted on the purchased event date provided that Participant may request an alternative date in the same calendar month. Hobsons at its option may accept or deny such request and without limiting the foregoing will deny such request in the event there is no availability for the event on the alternative date.
Punch Newsletter	14 days	Participant must deliver required materials to Hobsons 14 days before the publishing date of the newsletter Participant has sponsored.
Beat the GMAT Newsletter Sponsorship	14 days	Participant must deliver required information and materials to Hobsons 14 days before the publishing date of the newsletter Participant has sponsored. The newsletter must be published on the purchased publication date provided that Participant may request an alternative date in the same calendar month. Hobsons at its option may accept or deny such request and without limiting the foregoing will deny such request in the event there is no availability for the publication on the alternative date.

Product / Service	Lead Time to Obtain Materials from Participant	Terms and Conditions
Beat the GMAT Ads (3 products) (Section 2 above does not apply to these Ads)	14 days	Participant must purchase by slots (each slot represents 40,000 Impressions). A slot that is purchased cannot be spread across more than one month. If Participant purchases a slot, it must be used in a given month.
Naviance State Handbooks International Distribution	7 days 14 days	Participant must submit materials within the agreed upon timeframe in order to meet scheduled product delivery.
Custom print, web development	See next column	Prior to the execution of this Agreement, the Participant will have identified the specific delivery dates in which the Participant would like these products delivered. If the Participant does not identify a specific delivery date, September 30th will become the default date in which all projects will be delivered for Hobsons end-of-year. All materials must be submitted by the Participant within the agreed upon timeframe in order to meet end-of-year.
Virtual Student Fair	9 days	Participant booth must be built based on the Hobsons timeline in order to ensure participation in an event.

5. **Substitute Information; Changes; Approvals.** If Participant fails to provide any or sufficient material in a timely manner, it agrees that Hobsons may use (but is under no obligation to use) publicly available information in its reasonable discretion to fulfill its obligations hereunder. While in production, Participant is limited to three rounds of changes (to begin and end within time periods identified above). If Participant needs further development after these three rounds in order to complete their product, Participant must contract for writing and/or design and/or development services at an additional charge to cover the additional costs and time incurred, which shall then be limited to an additional three rounds of changes. Hobsons reserves the right to publish materials in their latest state to meet Hobsons' own delivery schedule and printing needs. Except when Hobsons uses publicly available information to fulfill its obligations under this Agreement, Participant shall have the opportunity to approve all items going

to publication, provided that such approval occurs at least 30 days prior to publication. Lack of Participant response or an untimely response will be considered approval. Participant shall have no recourse against Hobsons (and Hobsons shall have no liability for) for the use of publicly available information by Hobsons, even if the information is inaccurate, incorrect, or misleading.

6. **Packages or Bundles.** With respect to any package or bundle of Hobsons services or products sold, licensed or subscribed to by Participant, Participant shall not be entitled to any refund, substitute, credit, rebate or replacement for any component or portion of such package or bundle which Participant chooses not to use, implement or exploit.

7. **ActiveMatch Plus and Events.** If the services purchased include ActiveMatch Plus and/or Events, the terms and provisions set forth in this Section 7 shall additionally apply to such ActiveMatch Plus and/or Events purchases. Participant agrees that Hobsons may make adjustments, changes, edits, additions, and/or modifications to the Radius service to carry out its obligations under this Agreement. Participant agrees that it (a) has the sole responsibility for and will honor all opt-out requests that come from ActiveMatch Plus connections for students who no longer wish to receive communication from Participant within 10 days of such request, or as deemed by law, and (b) only use the data provided by ActiveMatch Plus and/or Events by Participant for use of communication with students and shall not sell or distribute such data to any third parties.

Participant is authorized to use the Radius services only for the internal purposes of Participant as outlined in this Agreement, and only within the school or department of Participant specified on the contract. Only Participant's employees may use and access the Radius services by and on behalf of Participant. Participant shall not otherwise use, share, copy, access or allow access to the Radius services. Participant's subscription is non-exclusive, terminating, revocable and non-transferable, for the applicable term of the contract, subject to full payment by Participant. Participant shall not directly or indirectly, (a) sell, assign, lease, license, disclose, grant access to, or otherwise transfer the Radius services or any copy thereof to any other party; (b) copy the Radius services, modify the Radius services or create derivative works thereof; or (c) attempt to adapt, decipher, reverse translate, decompile, disassemble or otherwise reverse engineer, reconstruct or discover any source code or underlying ideas, algorithms, processes know-how or other related technology of the Radius services, unless permitted by law, in which case Participant shall give advance notice to Hobsons and an opportunity to meet Participant's legally recognized need in other manners.

If Participant purchasing ActiveMatch Plus and/or Events has already purchased from Hobsons, and is currently using the Radius services, the terms and provisions set forth in this paragraph shall additionally apply. Participant agrees to allow their existing Radius tenant to receive data from ActiveMatch Plus and/or Events.

If Participant purchasing ActiveMatch Plus and/or Events has not already purchased from Hobsons, and is not currently using the Radius services, the terms and provisions set forth in this paragraph shall additionally apply. Participant will utilize a limited feature Radius tenant in order to receive data from ActiveMatch Plus and/or Events, and agrees to use such Radius tenant in accordance with the provisions of this Agreement and only for the use of ActiveMatch Plus and/or Events data. Participant may run reports on, view and sort ActiveMatch Plus and/or Events data and export ActiveMatch Plus and/or Events data from the Radius services. Participant must keep a valid email address in the tenant in order to receive notifications; this includes any time in which Participant is using data provided to Participant by ActiveMatch Plus and/or Events, even once the ActiveMatch Plus and/or Events subscription or placements have terminated.

8. Participant warranties. Participant represents and warrants that any data, information, applications or other materials that Participant provides to Hobsons are owned by Participant and/or licensed for use by Participant and by Hobsons for all uses contemplated by this Agreement. Participant shall defend, indemnify, and reimburse Hobsons for all losses, damages, causes of action and costs, including reasonable attorney fees, in any claims of infringement, misuse, or other violation of law arising out of or relating to the use of any data, information, applications or other materials that Participant provides to Hobsons.

9. Compliance with laws. Participant shall strictly adhere to any and all applicable laws, regulations or guidelines, as well as any professional or ethical codes, relating to the use of data, including, without limitation, all restrictions relating to the privacy of any personally identifiable information or other information.

In the event Participant is subject to the provisions of the Family Educational Records and Privacy Act ("FERPA"), the parties agree as follows: (A) Participant appoints Hobsons, and third party(ies) assisting Hobsons in performing the services, as reasonably determined by Hobsons, as a "school official" as that term is used in FERPA §§99.7(a)(3)(iii) and 99.31(a)(1) and as interpreted by the Family Policy Compliance Office, and determines that Hobsons, and such third party(ies), as appropriate, has a "legitimate educational interest," for the purpose of carrying out its responsibilities under this Agreement. (B) Hobsons acknowledges that it shall be bound by all relevant provisions of FERPA and agrees that personally identifiable information obtained from Participant by Hobsons in the performance of this Agreement: (i) will not be disclosed to third parties, except as expressly provided for in FERPA §§99.3, without signed and dated written consent of the student, or if the student is under eighteen (18) years of age, signed and written consent of the student's parents/guardians, unless such third party(ies) is assisting Hobsons in performing the services, as reasonably determined by Hobsons, and such disclosures are subject to FERPA §§99.7(a)(3)(iii) and 99.31(a)(1), (ii) will be used only to fulfill Hobsons' responsibilities under this Agreement. In accordance with FERPA, the parties agree that any consents to disclose information may be made electronically. Upon written request of Participant, Hobsons shall disclose to Participant the names of such third parties.

10. **Hobsons warranties.** Hobsons warrants that it shall perform the services under this Agreement in a professional manner. **Except for the express warranty in the immediately preceding sentence, Hobsons disclaims all other representations and warranties, whether oral or written, including without limitation warranties of accuracy, timeliness, completeness, results, and implied warranties of non-infringement, merchantability and fitness for a particular purpose, even if Hobsons has been informed of such purpose, or any representations and warranties arising from course of performance, course of dealing, or usage of trade.** The liability of Hobsons, and Participant's sole and exclusive remedy for damages for any claim of any kind whatsoever with respect to the services, regardless of the legal theory, or the delivery or non-delivery of the services, shall not be greater than the fees actually paid by Participant to Hobsons hereunder in connection with the service at issue during the twelve (12) month period immediately preceding the date upon which such claim accrued. Under no circumstances will Hobsons be liable to Participant for any special, indirect, incidental or consequential damages of any kind, including, but not limited to, compensation, reimbursement or damages on account of the loss of present or prospective profits or commitments, whether made in the establishment, development or maintenance of business reputation or goodwill, for loss of data, cost of substitute software, cost of capital, and the claims of any third party, or for any other reason whatsoever. In the event such limitations are prohibited by law, the maximum liability of Hobsons shall be \$1,000.

11. **Term and Cancellation.** Unless otherwise agreed in a writing signed by Participant and Hobsons, the term of this Agreement shall be the current fiscal year (October-September) year in which this Agreement was signed by both of the parties. Participant understands that Hobsons must immediately undertake and will continue to perform work and incur expenses to fulfill its obligations. If Participant fails to provide applicable materials to Hobsons within 3 months of the date of this Agreement, or at least 1 month prior to the publication date, whichever occurs first, 50% of the contract price (set forth on the contract) shall become immediately due and payable so that Hobsons can fulfill its own obligations. Provided that Hobsons has at least 60 days to reformat the publication, this failure will result in a cancellation of this Agreement. Otherwise, Participant agrees that Hobsons is authorized (but not required) under this agreement to fulfill its obligations with the use of publicly available information, which requires additional time, effort, and expense that cannot be calculated at this time; therefore, Hobsons will be entitled to the remaining payment due under this Agreement plus additional fees to be assessed for writing and design services incurred.

Either party may cancel this Agreement within 7 days of the execution and delivery of this Agreement by both parties; in which case, Participant shall not be required to pay any portion of the contract price. Participant agrees that 50% of the contract price shall become immediately due and payable in the event that cancellation occurs (x) after 7 days of the execution and delivery of this Agreement by both parties but (y) prior to the supply of materials by Participant. Participant further agrees that, in the event that

cancellation occurs after the supply of materials or after Hobsons has endeavored to fulfill its obligations through the use of publicly available information, Hobsons has utilized sufficient time and effort to fulfill its obligations under this Agreement and accordingly, 100% of the contract price shall become immediately due and payable. The parties acknowledge and agree that the damages in the event of cancellation would be difficult to determine and the cancellation charges described herein constitute a reasonable estimate of appropriate liquidated damages and that such is not intended as a penalty. Any cancellation must be in writing and signed by the party electing cancellation. Cancellation by a party shall be deemed effective upon receipt of such written and signed notice of cancellation by the other party.

12. **Reseller.** Hobsons is an authorized reseller of services and products of certain subsidiaries of Hobsons (the "Hobsons Subsidiaries") pursuant to the terms of resale agreements between such Hobsons Subsidiaries and Hobsons. Such Hobsons Subsidiaries are intended third party beneficiaries of this Agreement. Notwithstanding anything herein to the contrary, no Hobsons Subsidiary shall have any liability or obligation to Participant under this Agreement or in connection with the services or products provided to Participant under this Agreement and Participant's sole recourse under this Agreement or in connection with the services or products shall be against Hobsons, subject to and in accordance with the terms, provisions and limitations set forth herein.

13. **Miscellaneous.** Participant shall defend, indemnify, and reimburse Hobsons for all losses, damages, causes of action and costs, including reasonable attorney fees, arising from or related to any breach of this Agreement by Participant. Participant may not assign or delegate this Agreement or any of its rights or obligations hereunder without the prior written consent of Hobsons. Participant agrees to reimburse Hobsons for any shipping costs incurred by Hobsons in connection with the performance of its services hereunder. This Agreement is the complete agreement of the parties with respect to the subject matter hereof (including similar products and services previously purchased by Participant), superseding all prior written and/or oral agreements and is binding on those parties and their successors and permitted assignees, and may not be modified except in a later written agreement signed by both parties. If in Hobsons' reasonable judgment, any service is subject to an intellectual property infringement claim or other claim, Hobsons may, at its option, either secure for Participant the right to continue using the relevant service, or replace or modify the relevant service to make it non-infringing, without incurring a material diminution in performance or function. If neither of the foregoing is, in Hobsons' judgment, reasonably available, Hobsons may discontinue the availability of the relevant service, and Participant shall, upon notice from Hobsons, return to Hobsons any related documentation and any copies of the relevant service hosted by Participant, and Hobsons shall provide Participant with a pro-rata refund of the fees paid in advance by Participant in connection with any such returned service. No waiver of any breach of this Agreement shall constitute a general waiver of that or any other kind of breach. All values are in US Dollars. This Agreement and the

transactions covered hereby shall be construed and enforced in accordance with and governed by the substantive laws of the State of Ohio, without reference to its conflict of law principles and without regard to the U.N. Convention of Contracts for the International Sale of Goods. Any dispute over the terms of this Agreement shall be brought in the Federal District Court for the Southern District of Ohio located in Cincinnati, Ohio or the Courts of the State of Ohio located in Cincinnati, Ohio. All parties to this Agreement hereby consent to the personal jurisdiction of those Courts.

Customer Authorized Signature: _____ **Date:** _____

Customer Printed Name: _____ **Title:** _____

Hobsons Authorized Signature: _____ **Date:** _____

Hobsons Printed Name: _____ **Title:** _____