



Sales Order Form

400 E Business Way
Suite 400
Cincinnati, OH 45241
www.hobsons.com

Sold To: City Colleges of Chicago
Name: David Deyhle
Address: 226 West Jackson Boulevard, Chicago, IL 60606-6998
Email: ddeyhle@ccc.edu|
Phone: 847.708.1940

Hobsons Contact:
Name: Kelsi Harris
Email: kelsi.harris@hobsons.com
Phone:

Order Date: August 18, 2020

Valid Until: 10/30/2020
Quote Number: Q364257
Contract Start Date: 1/1/2021
Contract End Date: 8/31/2021
Contract Term (In Months): 8
Currency: USD

Purchase Order:
Payment Term: Net 30

Product or Service	Detail	Quantity	Start Date	Term (In Months)
Intersect Advanced Awareness for Competitors	State: IL Competitors: 3 per campus	1	1/1/2021	8
Intersect Advanced Awareness for Majors	State: IL	1	1/1/2021	8
Intersect Awareness	Enhanced College Profile & Counselor Community	1	1/1/2021	8
Intersect Connection	State: IL	1	1/1/2021	8
Total:				28,000.00

Comments/Notes

SPLIT BILLING -keeps pricing locked in
-Initial down payment: \$24,500 invoice on 8/31/2020
-Remaining payment of \$28,000 invoice on 10/30/2020

Terms and Conditions

This Hobsons Order Form is subject to all terms of the Intersect Solutions Terms and Conditions Agreement dated 4/1/2020 between Customer and Hobsons and attached herein. Sales tax applies unless a tax-exempt form is provided. Unless payment terms/dates are specifically detailed, Hobsons will issue invoices upon execution of the Order Form.

By signing below, you agree to be bound by such terms and that such terms are made a part of this contract.

HOBSONS, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

Address: 400 E-Business Way, Ste. 400
Cincinnati, OH 45241 USA

CUSTOMER

Signature: _____

Name: _____

Title: _____

Date: _____

Address: _____

HOBSONS MASTER SERVICE AGREEMENT

1. **Order Form:** This Agreement between Customer and Hobsons outlines the general terms pursuant to which Customer may purchase Services (as defined below) from Hobsons in accordance with the Order Form executed by both Hobsons and Customer (an "Order Form"). The Order Form must be signed by both Customer and Hobsons to be valid, effective and legally binding and will commence on the date set forth on such Order Form and shall continue in full force for the term as defined on the Order Form (the "Order Form Term").
2. **Fees:** Customer agrees to pay Hobsons the applicable fees for the Services as set forth on the Order Form by such dates and in such amounts as set forth on the Order Form. Fees shall be paid in U.S. Dollars only. Billing terms are set forth on the applicable Order Form. Payment for the Services will be due not more than thirty (30) days following the date of the invoice. In the event any invoice is not paid when due, Customer shall have thirty (30) days after Hobsons provides notice to Customer of such late payment to make such payment in full. If such payment in full is not received by Hobsons on or before that date, then Hobsons reserves the absolute right either to delay initiation of or suspend a Service until payment is received in full. Delinquent invoices are subject to an interest of one and one-half percent (1.5%) per month on any outstanding balance, or the maximum permitted by law, whichever is less. Customer will continue to be charged the applicable fees during any period of suspension. Fees are exclusive of all taxes, levies or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies or duties.

Pursuant to Section 7-14 of the Illinois Public Community College Act, all payments hereunder shall be subject to the appropriation and availability of funds of Customer. If funds are not appropriated by the Customer for the fees during any fiscal period, this Agreement and related Order Form may be terminated. The Customer may terminate this agreement by giving written notice to Hobsons of such termination at least thirty (30) days prior to the end of the then current fiscal year. Additionally, Customer must provide proof of the lack of appropriations as well as not appropriate funds for the same or similar Services within the term of this Agreement. Furthermore, All amounts due and payable by Customer prior to the fiscal year for which funds were not appropriated are to remain in full effect

3. **Order of Precedence:** In the event of any conflict or inconsistency between the terms of this Agreement and any Order Form, the terms of this Agreement shall control unless the relevant Order Form expressly provides otherwise. No term or provision set forth or cross-referenced in any purchase order or other payment documentation will be construed to amend, add to or supersede any provision of this Agreement or any OrderForm.
4. **Services:** The services and products that Customer purchases from Hobsons pursuant to this Agreement (collectively, the "Services") shall be set forth on a fully executed Order Form. Services may also include, without limitation (i) any of the following that may be delivered by Hobsons to Customer in connection with the Services: training manuals, training materials, best practice documents, implementation and process documents, product manuals, product presentations, product websites, demo sites, product videos, screen shots and microsites/landing pages, and (ii) any upgrades, modifications, improvements, enhancements, extensions and other changes to the Services developed by Hobsons (collectively "Enhancements") which are generally made available to other customers of Hobsons, provided that such Enhancements shall not include new modules, components or major extensions of functionality for which Hobsons charges a separate fee to existing customers for the Services for such modules, components or extensions.

With respect to any package or bundle of Hobsons' services or products sold or subscribed to by Customer, Customer shall not be entitled to any refund, clawback, substitute, credit, rebate or replacement for any component or portion of such package or bundle which Customer chooses not

to use, implement or exploit. Customer acknowledges that Services may be delayed if Customer fails to submit materials as outlined on the Order Form. In such case, Hobsons is not obligated to extend the end date of this Agreement or applicable Order Form. Unless expressly set forth in a writing signed in advance by Hobsons, Hobsons does not endorse, sponsor, advocate or have an association with any third party.

5. **Permitted Use:**

a. **Customer's Use of Services:** Customer is authorized to use the Services solely for the internal purposes of Customer and only within the school or department of Customer specified in each applicable Order Form. Only Customer's authorized users may use and access the Services by and on behalf of Customer. Customer shall not otherwise use, share, copy, access or allow access to the Services. Customer's subscription is non-exclusive, terminating, revocable, non-transferable and non-assignable for the applicable Order Form, subject to full payment by Customer. Customer shall neither directly nor indirectly (i) sell, assign, lease, license, disclose, grant access to or otherwise transfer the Services or any copy to any other party; (ii) copy the Services, modify the Services or create derivative works; or (iii) 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 Services, unless permitted by law, in which case Customer shall give written notice to Hobsons as far in advance as practicable and to meet Customer's legally recognized needs. All rights not expressly granted to Customer in this Agreement are reserved by Hobsons and its licensors.

b. **Use of Customer's Name:** Customer agrees to allow Hobsons to use Customer's name and logo for the sole purpose of indicating Customer is a customer of Hobsons without indicating any endorsement of the Services provided. Customer may not use Hobsons' name and/or logo in any manner or for any purpose without Hobsons' prior written approval.

6. **Term:** The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue up to and until the expiration or termination of the Order Form or June 30, 2020, whichever is earlier.

7. **Termination:** Except as expressly provided in this Section 7, in no event shall Hobsons be permitted to terminate unilaterally this Agreement or Order Form prior to its expiration. Customer shall be permitted to terminate this Agreement or Order Form for convenience with thirty (30) days prior written notice.

a. **Termination for Breach:** In the event that either Party materially breaches any obligation, representation or warranty under this Agreement, the non-breaching Party may terminate this Agreement in its entirety or, at the non-breaching Party's option, the non-breaching Party may unilaterally terminate the Order Form in connection with which such breach has occurred, provided that in either case such breach has not been cured within thirty (30) days after the breaching Party's receipt of a written notice of such breach from the non-breaching Party.

b. **Termination for Insolvency:** In the event that either Party (i) ceases to function as a going concern or to conduct operations in the normal course of business or (ii) has a petition filed by or against it under any state or federal bankruptcy or insolvency laws which petition has not been dismissed or set aside within sixty (60) days of filing, the other Party may terminate this Agreement and the Order Form upon written notice to the insolvent Party of intent to terminate.

c. **Duties Upon Termination:** Upon termination or expiration of this Agreement, all Order Forms

shall automatically and immediately terminate and Customer shall cease all use of the Services set forth in the Order Forms and shall (i) cease accessing such Services and logging into such Services; (ii) remove any URLs for the Services or links to the Services from Customer's websites or other materials produced by or for Customer; and (iii) return or destroy any documents or other products provided by Hobsons (and all copies, including electronic copies) relating to such Services including, without limitation, all training materials, data sheets, working papers and screen shots of the Services. Hobsons shall have the right at any time following termination or expiration of this Agreement or any Order Form to utilize any chosen feature—automated or otherwise—for preventing further use of the Services. Customer acknowledges that Hobsons utilizes features which automatically cease the operability of certain Services at the termination or expiration of an Agreement or Order Form. Termination of this Agreement or any Order Form shall be without prejudice to the obligations of Hobsons and Customer existing at the time of termination including, but not limited to, Customer's obligation for payment in full of fees and other monies then due to Hobsons, nor shall it prejudice those obligations and limitations which by their nature and meaning survive termination. If any Order Form is terminated by Customer due to a breach by Hobsons pursuant to Section 7a above, Hobsons shall provide Customer with a pro-rata refund of any fees pre-paid for unused remainder of the Order Form Term. This pro-rata refund shall be less any applicable costs of implementation and support incurred by Hobsons in connection with providing such Services. In the case of termination for any other reason (other than as set forth in Section 11), there shall be no refunds for Services provided and all future payments for Services shall remain due and payable as agreed by Hobsons and Customer.

8. **Warranties:** Customer represents and warrants that any data, information, applications or other materials that Customer provides to Hobsons are owned by Customer and/or licensed for use by Customer and by Hobsons for all uses contemplated by this Agreement. Hobsons represents and warrants that it will perform the Services in a timely and professional manner, in conformance with generally accepted industry standards. THE ABOVE ARE THE ONLY REPRESENTATIONS AND WARRANTIES CONCERNING THE SERVICES, AND HOBSONS AND ITS THIRD-PARTY LICENSORS, SUPPLIERS AND VENDORS EXPRESSLY DISCLAIM 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 OR ITS THIRD-PARTY LICENSORS, SUPPLIERS OR VENDORS HAVE BEEN INFORMED OF SUCH PURPOSE, OR ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING or USAGE OF TRADE. THE SERVICES MAY INVOLVE DATA TRANSMISSION OVER THE INTERNET AND, AS SUCH, HOBSONS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SIMILARLY, AS THE DATA BEING MANAGED BY HOBSONS ORIGINATES FROM CUSTOMER'S USERS, NEITHER HOBSONS NOR ANY OF ITS THIRD-PARTY LICENSORS, SUPPLIERS OR VENDORS MAKES ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES. NO INDIVIDUAL OR AGENT OF HOBSONS IS AUTHORIZED TO ALTER OR EXCEED THE REPRESENTATION AND WARRANTY OBLIGATIONS OF HOBSONS AS SET FORTH HEREIN.
9. **Limitation of Liability:** EXCEPT FOR HOBSONS INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, THE LIABILITY OF HOBSONS, AND CUSTOMER'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 CUSTOMER TO HOBSONS HEREUNDER IN CONNECTION WITH THE SERVICES AT ISSUE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH SUCH CLAIM ACCRUED. UNDER NO CIRCUMSTANCES WILL HOBSONS OR ANY OF ITS THIRD-PARTY LICENSORS, SUPPLIERS OR VENDORS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (EVEN IF HOBSONS OR ANY OF ITS THIRD-PARTY LICENSORS, SUPPLIERS OR VENDORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) 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. FOR PURPOSES OF CLARIFICATION, NO HOBSONS SUBSIDIARY SHALL HAVE ANY LIABILITY FOR ANY CLAIMS MADE BY CUSTOMER RESPECTING THE SERVICES. CUSTOMER'S SOLE RECOURSE WITH RESPECT TO ANY CLAIMS ARISING OUT OF THE SERVICES SHALL BE AGAINST HOBSONS IN ACCORDANCE WITH, AND SUBJECT TO, THE TERMS AND LIMITATIONS IN THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION IS INTENDED TO, OR DOES, LIMIT OR EXCLUDE THE LIABILITY OF HOBSONS IN RELATION TO AN UNAFFILIATED THIRD PARTY CLAIM FOR SUCH DAMAGES PURSUANT TO WHICH THE INDEMNIFIED PARTY HERETO IS LIABLE TO AN UNAFFILIATED THIRD PARTY.

10. **Indemnification:** To the extent permitted by law, and subject to the terms and limitations in this Agreement, each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, and its respective officers, directors, employees, shareholders, legal representatives, agents, successors and assigns (collectively, the "Indemnified Parties"), from and against any damages, liabilities, costs and expenses (including reasonable attorneys' and professionals' fees and court costs) relating to or arising out of (i) any third-party claims based on a claim that any data, information, applications or other materials provided to the Indemnified Party, if any, infringe any intellectual property right of a third party or (ii) any breach of any warranty or covenant under this Agreement by the Indemnifying Party, provided that the Indemnified Parties (a) provide prompt written notice of the claim to the Indemnifying Party; (b) provides sole control of the defense and settlement of the claim provided that the Indemnified Parties may not settle or defend any claim unless it unconditionally releases the Indemnifying Parties of all liability; (c) provides the Indemnifying Party with all reasonably available information and assistance; and (d) has not compromised or settled such claim without the Indemnifying Party's prior written consent.

In no event will the obligations of Hobsons to indemnify, defend and hold harmless Customer pursuant to this Section 10 apply to any claim which arose from (i) a use of the Services by Customer which was not in accordance with the terms of this Agreement or the applicable Order Form; (ii) a modification to the Services not consented to in advance and in writing by Hobsons; or (iii) use of a version of the Services which is not the most current version of such Services provided to Customer.

Hobsons shall have no indemnification obligation, and Customer shall indemnify, defend and hold Hobsons harmless pursuant to this Agreement, for claims arising from any alleged infringement related to the combination of the Services with any of Customer's or any of Customer's licensors' products, services, hardware or business processes, provided such use was not authorized or directed by Hobsons in writing.

11. **Infringement Remedy:** If in Hobsons' reasonable judgment, any part of the Services is or may become subject to an intellectual property infringement claim or other claim, Hobsons may at its sole option either secure for Customer the right to continue using the relevant Services or replace or modify the relevant Services 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 Services, and Customer shall upon notice from Hobsons return to Hobsons any related documentation and any copies of the relevant Services hosted by Customer, and Hobsons shall provide Customer with a pro-rata refund of any fees pre-paid for the unused remainder of the applicable Services as set forth in the Order Form. This pro-rata refund shall be less any applicable costs of implementation and support incurred by Hobsons in connection with such Services.
12. **Intellectual Property:** Customer acknowledges that, as between Customer and Hobsons, all right, title and interest in the Services 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 to the Services are owned by Hobsons or Hobsons' subsidiaries, third-party licensors, suppliers or vendors. Customer shall obtain no intellectual property ownership regarding the Services and hereby assigns to Hobsons any enhancement of the Services generated in the course of this Agreement. Customer 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 Services or any component. Customer will not remove, suppress or modify in any way any proprietary marking, including any trademark or copyright notice, on or in the Services or any component.
13. **Confidentiality:** Confidential Information shall include information that is confidential, nonpublic, competitively sensitive, private or proprietary in nature, labeled "Confidential" or "Proprietary" (or similar wording), or identified orally as such, or that the Party receiving the Confidential Information (the "Receiving Party") should otherwise reasonably construe as confidential under the circumstances. Without limitation, the Services, information about business operations, vendors, customers or student personal information shall be deemed Confidential Information.
 - a. **Nondisclosure and Nonuse:** Each Receiving Party agrees (i) not to use or disclose to any third party the Confidential Information disclosed to it by the other Party ("Disclosing Party") for any purpose other than as contemplated by this Agreement and (ii) to protect the Disclosing Party's Confidential Information with at least the same degree of care it uses to protect its own Confidential Information, but at a minimum to use commercially reasonable efforts. Except as otherwise provided by law, neither Party shall disclose the terms of this Agreement to any third party; provided, however, that either Party may disclose the terms of this Agreement to its professional advisers or to any potential investor or acquirer of a substantial part of such Party's business, provided that such third party is bound by a written agreement or legal duty on terms at least as strict as those set forth in this Section 13 to keep such terms confidential.
 - b. **Ownership:** Each Disclosing Party represents and warrants that any data, information, applications or other materials that it provides to the Receiving Party is owned by the Disclosing Party or licensed for use by the Disclosing Party and by the Receiving Party only for all uses contemplated by this Agreement.
 - c. **Exceptions to Confidentiality:** The confidentiality obligations described above shall not apply to Confidential Information to the extent that the Receiving Party receiving such Confidential Information can prove through written evidence that the Confidential Information (i) was lawfully received by the Receiving Party from a third party free of any obligation to keep it confidential; (ii) is or becomes publicly available, other than by

breach of Receiving Party of its obligations to the Disclosing Party; (iii) is independently developed without any reference to the Confidential Information, as evidenced by contemporaneous written records of the Receiving Party; or (iv) is required to be disclosed by law, regulation or court order provided that with respect to any of the foregoing exceptions, to the extent permitted by applicable law or court process, the Receiving Party will give the Disclosing Party notice as soon as practicable prior to disclosure of Confidential Information that is claimed to be subject to an exception. d. **Notice:** The Receiving Party will notify the Disclosing Party as soon as practicable in the event the Receiving Party learns of any unauthorized possession, use or disclosure of the Confidential Information and will provide such cooperation as the Disclosing Party may reasonably request, at the Disclosing Party's expense, in any litigation against any third party to protect the Disclosing Party's rights with respect to the Confidential Information.

14. **Compliance with Law:** Each Party shall adhere to all applicable laws and regulations relating to the use of data including, without limitation, all restrictions relating to the privacy of any personally identifiable information or other information. Customer agrees that it is solely responsible for any permissions needed to share personally identifiable information with Hobsons.

a. **Local Laws and Export Control:** The Services provide service and use software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the U.S. Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. Customer acknowledges and agrees that the Services shall not be used, and none of the underlying information, software or technology may be transferred or otherwise exported or re-exported to Afghanistan, Cuba, Iraq, Iran, Libya, Myanmar, Sudan or any other countries to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Services, Customer represents and warrants that it is not located in, under the control of, or a national or resident of an Embargoed Country or a Designated National. Customer agrees to comply strictly with all U.S. export laws and assumes sole responsibility for obtaining licenses to export or re-export as may be required. Services may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. Hobsons makes no representation that the Services are appropriate or available for use in other locations. If Customer uses Services from outside the United States, Customer is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the content contrary to United States law is prohibited.

b. **Family Educational Rights and Privacy Act ("FERPA"):** In the event Customer is subject to the provisions of the Family Educational Rights and Privacy Act ("FERPA") and provides Student Data to Hobsons, the Parties agree as follows:
"Student Data" is, without limitation, any student personally identifiable information as defined by the FERPA and other applicable regulations that has been collected for or provided in connection with the Services. Customer appoints Hobsons as a "school official" as that term is used in FERPA, 34 CFR §99.31(a)(1)(i)(B) and as interpreted by the Family Policy Compliance Office and determines that Hobsons has a "legitimate educational interest," for the purpose of carrying out its responsibilities under this Agreement.

Hobsons acknowledges that it shall be bound by all relevant provisions of FERPA, including to operate under the direct control of Customer with respect to Customer's Student Data, and agrees

that Student Data obtained from Customer by Hobsons in the performance of this Agreement will not be disclosed to third parties except to fulfill Hobsons' responsibilities under this Agreement.

15. **Amendment, Modification:** This Agreement may only be modified by a written amendment signed by authorized representatives of both Hobsons and Customer.
16. **Entire Agreement:** This Agreement, the Order Form and any amendments thereto, contain the entire agreement between Hobsons and Customer and Hobsons and Customer's users with respect to the Services and supersede any prior oral or written understandings of the Parties.
17. **Notices:** All notices, requests and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, or three days after being mailed by registered or certified mail, postage prepaid, addressed to the attention of the individual(s) at the address(es) set forth on the signature page of this Agreement. Such addresses may be changed by a written notice in accordance with this Section 17.
18. **Force Majeure:** Except with regard to payment obligations, neither Party will be liable for any failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or inability to obtain any export or import license or other approval or authorization of any government authority.
19. **Governing Law:** This Agreement 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.
20. **No Implied Waiver:** No failure by either Party to insist upon strict performance of any term or obligation set forth in this Agreement or to exercise any right or remedy under this Agreement shall constitute a waiver of such term, obligation, right or remedy.
21. **Attorneys' Fees:** In the event either Party initiates litigation to obtain payment of monetary obligations or to enforce any other term of this Agreement, the prevailing Party shall be entitled to all costs and reasonable attorneys' fees incurred by the prevailing Party in connection with such litigation.
22. **Independent Contractors:** Hobsons and Customer are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative or employment relationship between the Parties. Neither Party is an agent or representative of the other or is authorized to make any warranties or representations or assume or create any other obligations on behalf of the other.
23. **Severability:** Should any provision of this Agreement be held invalid or unenforceable, then each such provision shall be automatically reformed so as to be enforceable, or if such reformation is not possible, each such provision shall be automatically terminated.

24. **Assignment:** Neither Party may assign or delegate this Agreement or any of such Party's rights or obligations under this Agreement without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
25. **Ethics Policy:** Hobsons agrees to make a reasonable effort to comply with the Board's Ethics Policy with any amendments adopted thereafter. A copy of the Board's Ethics Policy can be found at www.ccc.edu.
26. **Inspector General:** Hobsons shall have the duty to make a reasonable effort to cooperate with the Board's Inspector General in any investigation conducted pursuant to the Inspector General's authority under Article 2, Section 2.7.4(b) of the Board Bylaws. A copy of the Board Bylaws can be found at <http://ccc.edu/departments/Documents/Bylaws.pdf>
27. **Counterparts and Electronic Signature:** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one binding agreement. A signature by facsimile or electronic means shall be considered binding.

By affixing their signatures below and intending to be bound, the duly authorized representatives of Hobsons and Customer indicate their agreement to the terms and conditions of this Agreement as of the Effective Date forth above.

HOBSONS, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

Address: 400 E-Business Way, Ste. 400

Cincinnati, OH 45241 USA

**BOARD OF TRUSTEES OF COMMUNITY
COLLEGE DISTRICT NO. 508, COUNTY
OF COOK AND STATE OF ILLINOIS**

Signature:  _____

Name:

Juan Salgado Title: _____

Chancellor

Date: 4/13/2020
____ - ____ - ____

Address: 180 North Wabash, Suite 200

Chicago, IL 60601 _____

Approved as to Legal Form:

By:  04/07/2020

Karla Mitchell Gowen

General Counsel

SCHEDULE D – Additional Terms and Provisions Applicable to Intersect

Customer agrees that it has sole responsibility for compliance with all applicable laws, including the CAN-SPAM Act and all applicable privacy laws, with respect to its handling, use and retention of Student Data accessed through Intersect Connection and Intersect Presence or exported by Customer using Intersect features. In addition, Customer agrees that it (a) has the sole responsibility for and will honor all opt-out requests that come from Intersect Connection and Intersect Presence connections for students who no longer wish to receive communications from Customer within ten (10) days of such request, or earlier as required by law, and (b) will only use Student Data provided through Intersect Connection and Intersect Presence to communicate with students as requested by students. Customer shall not sell, rent, share or distribute such Student Data to any third parties. Customer may run reports on, view and sort Intersect Connection and Intersect Presence data and export Intersect Connection and Intersect Presence data from the Intersect services. Customer must keep a valid email address in Intersect in order to receive notifications. This requirement applies any time in which Customer is using Services, even once this Agreement has terminated.

Upon termination of this Agreement, Hobsons will retain Customer data in accordance with its data retention policy as described in the Intersect Privacy Policy.

When this Agreement has terminated, Customer employees may choose to retain their individual accounts at no charge to Customer by agreeing to the Intersect Privacy Policy and Intersect Terms of Use.

Hobsons maintains a Intersect Privacy Policy which is incorporated as part of this Agreement and which may be viewed at <https://static.intersect.hobsons.com/privacy.html>. Hobsons reserves the right to modify the Intersect Privacy Policy in accordance with the procedure outlined in that policy. Access and use of Intersect are subject to the terms at <https://static.intersect.hobsons.com/terms.html>.