

AlumniMagnet Participation Guidelines and Policies Agreement

This Participation Guidelines and Policies Agreement (this “Agreement” or “PGP”), dated as of _____, 20__, is by and among President and Fellows of Harvard College (“Harvard”), on behalf of the Harvard Alumni Association (“HAA” or “Licensee”), and the undersigned Harvard Alumni Association Club or Shared Interest Group (“SubLicensee”), and establishes the rights, responsibilities, guidelines and policies for the permitted usage by SubLicensee of the AlumniMagnet Platform (as defined below).

DEFINITIONS

AGREEMENT or PGP – has the meaning specified in the introductory paragraph.

ALUMNIMAGNET PLATFORM – the Company’s Magnet™ Web Platform, which has been licensed by Company to Licensee.

COMPANY – OmniMagnet, LLC, an AlumniMagnet technology vendor.

CONTENT- any information that is available for access or retrieval by a User from a Node, including, without limitation, text, data, graphics, audio, video and other materials.

HAA – the Harvard Alumni Association.

HAA CLUB – An HAA-sanctioned organization, made up of Harvard alumni and non-alumni associate members of the Harvard community residing in the same geographical region, that provides opportunities to remain connected to Harvard and to each other. HAA Clubs are open to all alumni and some non-alumni entities of the Harvard community. Each HAA Club offers its own variety of programs, Services, and opportunities to its members and to its communities.

HAA SHARED INTEREST GROUP or HAA SIG – Any collection of Harvard alumni who actively engage in communicating and/or gathering around a central unifying purpose, mission, background or activity beyond class affiliation or regional proximity.

HARVARD – President and Fellows of Harvard College, including all schools, departments and affiliates thereof.

HARVARD CONFIDENTIAL INFORMATION - shall include any and all: (i) non-public information about HAA, Harvard or SubLicensee; (ii) non-public information of third parties maintained by HAA, Harvard or SubLicensee; (iii) non-public and other personal information about current, prospective or former HAA, Harvard or SubLicensee (as applicable) faculty members, employees, students, other persons associated with HAA, Harvard or SubLicensee (as applicable) and other individuals; and (iv) any other information specifically identified by HAA, Harvard or SubLicensee as confidential. The definition of Harvard Confidential Information includes, but is not limited to, 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.

LICENSEE – has the meaning specified in the introductory paragraph.

NODE – A website of SubLicensee that is hosted on the AlumniMagnet Platform.

NON-ALUMNI ADMINISTRATOR – Any person or entity, who neither holds a degree from nor has completed an alumni status granting program from Harvard University, who is acting in a position as a Head Administrator or sub-administrator and provides technical, clerical, or operational support to SubLicensee.

PROHIBITED ACTIVITIES and PROHIBITED CONTENT – has the meaning specified in Section 2.2.3.

SERVICES – the tools and services provided by the AlumniMagnet Platform.

SUBLICENSEE – The undersigned HAA Club or HAA Shared Interest Group that is allocated a Node, and is granted the authority to use such Node by Licensee in writing.

TERM – has the meaning specified in Section 7.1.

USER – A person or entity using the Node, regardless of whether such person is a Registered User, excluding Company Users.

COMPANY USER – Any employee, agent, trustee, or director of Company or any independent contractor working on behalf of Company who has been authorized by Company to access and use a Node.

LICENSEE USER – Any employee, staff member, agent, trustee, or director of Licensee or any independent contractor working on behalf of Licensee.

REGISTERED USER – A person or entity who is granted by SubLicensee the right to use and access, and who is provided with a User account and password required to access, SubLicensee's Node's database.

1. BACKGROUND AND OBJECTIVE

SubLicensee is either an HAA sanctioned organization made up of Harvard alumni and non-alumni associate members residing in the same geographical region, which organization provides opportunities to remain connected to Harvard and to each other (an "HAA Club") or a collection of Harvard alumni and non-alumni associates who actively engage in communicating and/or gathering around a central unifying purpose, mission, background or activity beyond class affiliation or regional proximity (an "HAA Shared Interest Group" or "HAA SIG").

HAA has licensed from Company the Company's AlumniMagnet Platform. The AlumniMagnet Platform is a technology solution which delivers:

- A comprehensive web-presence;
- A powerful suite of operations management and communication tools; and
- Integration into the global HAA Clubs and SIGs network, including, without limitation, the provision by Licensee and SubLicensee of regular updates of Harvard Confidential Information to expand and update contact information for potential HAA Club and/or HAA SIG members.

While HAA will remain as the direct client of Company, HAA desires to permit SubLicensee to create, develop and manage a Node and hereby grants to SubLicensee, subject to all of the restrictions and limitations set forth in this PGP, a limited sublicense to design, create, develop, maintain, update and modify such Node by using the Services. Any person using or accessing SubLicensee's Node shall be deemed a "User" for purposes of this PGP.

The purpose of the PGP is to define SubLicensee's proper usage of the Services and the AlumniMagnet Platform. All SubLicensees who wish to use the Services and technology provided by AlumniMagnet must read and agree in writing to all of the policies set forth in this PGP. Failure by SubLicensee to adhere to said policies within the PGP may result in loss of specific privileges and/or termination of SubLicensee's Node.

2. PARTICIPATION GUIDELINES AND POLICIES

SubLicensee's use of the AlumniMagnet Platform and the Services is subject to a number of restrictions and limitations. This section of the PGP explains the restrictions and limitations that SubLicensee must abide by in order to use the AlumniMagnet Platform and the Services.

2.1 Responsibility for Content. SubLicensee acknowledges and agrees that SubLicensee shall be solely responsible for any and all information that is available for access or retrieval by a User from SubLicensee's Node, including, without limitation, any and all Content, and any and all actions and

transactions that appear or take place on SubLicensee's Node. HAA shall have no duty or obligation, financial or otherwise, to either SubLicensee or Company with respect to any customization of SubLicensee's Node requested by SubLicensee; provided that HAA shall be and/or remain liable for any customization work that HAA, itself, engages (or already has engaged) Company to provide. Neither the Company nor the HAA shall be responsible for any Content, actions or transactions appearing or taking place on SubLicensee's Node, including any Content, action or transaction that is in breach of the terms and conditions set forth in this PGP. In particular, SubLicensee acknowledges and agrees that:

- SubLicensee is solely responsible for monitoring and reviewing all of the Content posted to and set forth on SubLicensee's Node, whether by SubLicensee or by any User. Either the Company or the HAA may or may not pre-screen the Content, but the Company and the HAA reserve the right (but not the obligation) to monitor the Content and to edit, modify or delete any materials which HAA in its sole discretion or the Company in its sole discretion determines to violate this PGP or to be in any other way offensive or contrary to any HAA or Company policy. Notwithstanding the foregoing, HAA and the Company do not endorse nor are they responsible for the accuracy or reliability of any opinion, advice, information or statement made on a Node or through the AlumniMagnet Platform by any person;
- under no circumstances will HAA or the Company be liable in any way for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content; and
- HAA and the Company reserve the right, but not the obligation, to audit usage and User accounts to assure compliance with all policies set forth in this PGP.

2.2 Responsibility for all Actions on Node. SubLicensee accepts full responsibility for all actions performed by anyone through the use of SubLicensee's administrative accounts on or off the AlumniMagnet Platform, and SubLicensee covenants that all Users will abide by all covenants, restrictions and obligations required of SubLicensee in this PGP. SubLicensee also covenants that SubLicensee shall be responsible for all goods and Services offered at SubLicensee's Node, all Content and other materials used or displayed at SubLicensee's Node, and all acts or omissions that occur at SubLicensee's Node or in connection with or through SubLicensee's account or password.

2.2.1 Responsibility for Illegal Activity. Any activities, or attempted activities, occurring on SubLicensee's Node or through the AlumniMagnet Platform that violate any applicable law, rule or regulation are prohibited, and constitute a material breach of this PGP for which SubLicensee may be criminally responsible.

2.2.2 Prohibition on Spamming. Any use of the Services by SubLicensee or any of SubLicensee's Users to send mass unsolicited e-mail or mass unsolicited news postings in violation of either the Company's or HAA's policies or applicable laws regarding "spam" is prohibited. 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, if such is prohibited by the Company's or HAA's policies or applicable laws regarding "spam". Use by a User of the Services as the return address for any mass posting, mailing, or similar activity is prohibited, unless authorized in writing in advance by HAA. On reasonable request from HAA, SubLicensee is required to produce proof of licensure of all commercial software that SubLicensee uses in connection with the Services.

2.2.3 Prohibited Content and Prohibited Activities. SubLicensee acknowledges and agrees that SubLicensee may neither post any Prohibited Content to nor conduct any Prohibited Activities (as such Terms are defined below) on SubLicensee's Node. In addition, SubLicensee represents and warrants that no Content or other materials of any kind submitted through the AlumniMagnet Platform or otherwise posted or shared by Users through the Services or on SubLicensee's Node 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.

“Prohibited Content” and “Prohibited Activities” include, but are not limited to, Content and activities that, in the sole discretion of the Company or the sole discretion of the HAA:

- i. are patently offensive and promote 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. publicly display any personal information such as telephone numbers, street addresses, last names, URLs or email addresses without consent from the owner of such information;
- xi. promote false or misleading information or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- xii. 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 images, video and/or music, or links to pirated images, video and/or music files;
- xiii. attempt to gain unauthorized access to any servers controlled by HAA or by Company;
- xiv. further or promote any criminal activity or enterprise or provide instructional information about how to conduct illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- xv. solicit passwords or personal identifying information for commercial or unlawful purposes from Users;
- xvi. use sexually suggestive imagery or any other unfair, misleading or deceptive Content intended to draw traffic;
- xvii. promote criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;
- xviii. interfere with, disrupts or creates an undue burden on the AlumniMagnet Platform, the Services or the networks;
- xix. attempt to impersonate another User or person;
- xx. use the account, Username, or password of another User at any time or discloses any User's password to any third party or permit any third party to access the AlumniMagnet Platform or the Services; or use the AlumniMagnet Platform or the Services in any other manner that is inconsistent with any and all applicable laws and regulations;
- xxi. violate the Harvard Trademark policy (currently found at <https://trademark.harvard.edu/policy-on-use-of-harvard-names-and-insignias>) in any way;
- xxii. include a photograph of another person (“Other Person”) posted by a User if such Other Person has requested the removal of such photograph.

HAA and the Company reserve the right to investigate and take appropriate legal action against anyone who, in HAA's sole discretion or in the Company's sole discretion, violates this provision, including without limitation, removing offending Content from the AlumniMagnet Platform and/or SubLicensee's

Node and terminating either SubLicensee's sublicense to use the AlumniMagnet Platform and the Services and/or the privileges of the offending User to use the AlumniMagnet Platform and the Services.

2.2.4 Ownership of the AlumniMagnet Platform and the Services. SubLicensee represents and warrants that the hardware and software components used by Company to provide the AlumniMagnet Platform and the Services, including without limitation all intellectual property rights therein, are and shall remain Company's exclusive property, and that SubLicensee covenants not to, directly or indirectly:

- modify, adapt, translate, reverse engineer, decompile, disassemble, back-develop or otherwise attempt to discover the source code of the AlumniMagnet Platform;
- display, directly or indirectly, any portion of the AlumniMagnet Platform that is password protected (e.g., member only areas and administrative areas) to Users who are not intended to view it; or
- alter the AlumniMagnet Platform to enable an alternate or unintended use.

2.2.5 Cooperation with HAA. SubLicensee covenants to cooperate with the Company and with the HAA to prevent Prohibited Conduct from being posted on and Prohibited Activities from occurring on SubLicensee's Node.

2.3 Ownership of Content. HAA and the Company acknowledge that (as between HAA, the Company and SubLicensee) SubLicensee retains sole and exclusive ownership of and title to any Content that SubLicensee, SubLicensee's administrative staff, or SubLicensee's Users input into or maintain on SubLicensee's Node(s) (collectively, "SubLicensee Content"), all components and portions of SubLicensee's pre-existing information, and any intellectual property associated therewith. HAA and the Company claim no ownership of the any SubLicensee Content and HAA and the Company hereby assign to SubLicensee all right, title and interest in and to any modifications to or improvements upon SubLicensee Content or SubLicensee's other pre-existing information. Notwithstanding the foregoing, SubLicensee acknowledges and agrees that by displaying or publishing ("posting") any SubLicensee Content on or through the AlumniMagnet Platform and/or the Services, it is necessary for SubLicensee to grant certain rights to HAA and Company. Therefore, SubLicensee and SubLicensee's Users hereby grant:

- to Company a limited license to use, modify (for formatting, compression and other technical purposes only), publicly perform, publicly display, reproduce, and distribute such SubLicensee Content solely on and through the AlumniMagnet Platform and/or the Services to enable Company to provide the Services in a technically efficient manner or to ensure compliance with the restrictions set forth in this Section 2; and
- to the HAA a limited license to use, modify, publicly perform, publicly display, reproduce, and distribute such SubLicensee Content (including, without limitation, information on Users/Registered Users, User activity, event RSVPs/attendance, store activity, newsletter tracking (content and marketing statistics), and images on SubLicensee's Node) that is obtained by HAA through the AlumniMagnet Platform and/or the Services as HAA sees fit to share this information as part of the broader network run by HAA.

Without the grant of such licenses to Company and HAA, Company would be unable to provide the Services (i.e., 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) and HAA would not be able to accurately maintain and update its information and data on Harvard alumni. The licenses SubLicensee grants to Company and the HAA are 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 PGP. SubLicensee shall be required to maintain

terms of use and/or privacy policies governing the use of the Node that permit the limited licenses granted above to Company and HAA.

2.4 Assignment: SubLicensee may not assign any of SubLicensee's rights under this PGP in whole or in part to any third party; provided, that SubLicensee may grant to any User a sublicense to use the AlumniMagnet Platform in conformance with this PGP. Any attempted assignment of this PGP, or any part hereof, by SubLicensee in violation of this section shall be null and void.

2.5 Suspension of Service: If SubLicensee or any User violates any of the terms or conditions of this PGP, HAA and Company each individually reserve the right to suspend SubLicensee or SubLicensee's User's use of the Services and the AlumniMagnet Platform; provided, that HAA or Company first provides SubLicensee with written notice of such violation and SubLicensee fails to correct or cure such violation within ten (10) days following receipt of such written notice. In cases where SubLicensee or SubLicensee's User's violations of any of the Terms of this PGP may present a material threat to the AlumniMagnet Platform's infrastructure, any other potential damage to HAA or its networks or to Company and its networks, or violate Section 2.2.3 hereunder, HAA and/or Company reserve the right to immediately suspend SubLicensee and/or SubLicensee's User's use of the Services and the AlumniMagnet Platform at HAA's or Company's sole discretion, as applicable, until SubLicensee or SubLicensee's User's violation is cured, so long as HAA or Company provides written notice of such material threat or material damage prior to or contemporaneously with the imposition of any restriction by HAA or Company.

2.6 Graphics, logos, designs, and other marks.

2.6.1 HAA and Harvard Marks, Generally. HAA's and Harvard's graphics, logos, designs, page headers, button icons, scripts and service names are marks or trade dress of HAA and/or Harvard, as applicable, in the U.S. and/or other countries. HAA's and Harvard'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 PGP or with the prior written permission of HAA and/or Harvard, as applicable. SubLicensee agrees to all of the trademark restrictions found at: <http://www.trademark.harvard.edu/policy-on-use-of-harvard-names-and-insignias> and <https://trademark.harvard.edu/use-of-harvard-names-and-insignias-in-electronic-contexts>.

2.6.2 HAA Branding Provisions. Notwithstanding the foregoing, SubLicensee's use of the Harvard name, logo and/or HAA or Veritas shields may be used as part of SubLicensee's Node branding or identification with the understanding that:

- SubLicensee must use the proper name and/or shield logo (when used) as provided by HAA and/or Harvard's Alumni Affairs and Development Communications Office;
- Any attempt to recreate or alter the logos is forbidden;
- SubLicensee may not use a custom SubLicensee logo (the HAA name logo or shield logo cannot be used in conjunction with SubLicensee's logo) without the written permission of the HAA, in consultation with the Trademark Program Office and the Office of the General Counsel.

2.6.3 Company Marks. 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. SubLicensee acknowledges and agrees that 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 PGP or with the prior written permission of Company.

2.7 Display of Contact Information. SubLicensee agrees to display on the Node SubLicensee's contact information, including but not limited to, SubLicensee's name, address, telephone number, fax number and email address. SubLicensee agrees to update such information as needed to keep it true, accurate, current and complete.

2.8 Alumni Data and Confidential Information.

2.8.1 Generally. SubLicensee agrees that all alumni and/or member directories, all alumni data and all Harvard Confidential Information is confidential and will be accessible by Harvard Alumni only. No non-alumni User, regardless of SubLicensee membership, shall be granted access to alumni data or any other Harvard Confidential Information in any form. Under no circumstance will alumni data or other Harvard Confidential Information be shared with any non-alumni person or entity except as permitted under paragraph 2.8.2 of this PGP. Company may have access to alumni data and other Harvard Confidential Information only as stipulated by, and subject to all restrictions and obligations set forth in its Agreement with the HAA. For purposes of this Section of the PGP, "Harvard Confidential Information" shall include any and all: (i) non-public information about HAA or Harvard, or any current, prospective or former HAA or Harvard (as applicable) faculty members, employees, students, other persons associated with HAA or Harvard (as applicable) and other individuals that is disclosed or received in connection with or as a result of the performance of this PGP, including, but not limited to, the use of the AlumniMagnet Platform, the Services and/or SubLicensee's Node. Inappropriate disclosure or misuse of Confidential Information may lead to criminal or civil liability.

2.8.2 Non-Alumni Administrators. SubLicensee may allow Non-Alumni Administrators access to confidential alumni data and other Harvard Confidential Information only as required to perform daily duties as requested by SubLicensee. SubLicensee agrees to require all Non-Alumni Administrators to uphold the strict confidentiality of all Harvard Confidential Information. SubLicensee is responsible for requiring all Non-Alumni Administrators to sign the HAA Alumni Data Confidentiality Agreement, the form of which shall be provided by HAA to SubLicensee upon request. HAA reserves the right to require the renewal of Non-Alumni Administrator HAA Alumni Data Confidentiality Agreements on an annual basis. In addition, SubLicensee agrees to provide HAA with a listing (name and contact info) of all Non-Alumni Administrator accounts on SubLicensee's Node and to notify HAA of the addition of any newly created Non-Alumni Administrator accounts. SubLicensee agrees to immediately terminate a Non-Alumni Administrator account upon termination of an individual's Non-Alumni Administrator duties/contract with SubLicensee.

2.8.3 Alumni and/or HAA Club/SIG Directories. SubLicensee agrees that directories (printed and/or online) are provided with the express understanding that the information shall not be used for any commercial, political, personal or philanthropic purpose not directly connected with or approved by the HAA; nor will copies be made; nor will the original information (or any portion thereof) or facsimile thereof be given, lent, or sold or otherwise transferred to any other individual or organization.

2.9 Powered By Mark ("PBM")

2.9.1 Purpose: SubLicensee acknowledges and agrees that HAA granted to Company the right to use a small space on SubLicensee's Node page-templates for the purpose of displaying the PBM in the manner set forth in this Section 2.9.

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

- 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;
- 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

- the PBM is not to exceed 5 kilobytes in file size.

2.9.3 Usage: PBM can only be used by Company to promote its AlumniMagnet Platform, and no other product or service of Company or any other entity. IT IS NOT A GENERIC AD BANNER. Company has agreed to use commercially reasonable efforts to assure that the graphical integration of the PBM with the rest of SubLicensee's web presence's overall design is affected in a minimally obtrusive and commercially reasonable manner. The PBM mark may contain a link to Company's website.

2.10 Minimum Qualification of SubLicensee. SubLicensee must be a HAA Club or SIG in good standing with the HAA, and must have completed the annual report, operating guidelines, and officer listing requests in order to continue to be eligible to have the right to use the AlumniMagnet Tools and the SERVICES. In addition, during the Term SubLicensee shall be required to maintain terms of use and/or privacy policies governing the use of SubLicensee's Node that permit the limited licenses granted to Company and HAA in Section 2.3 of this Agreement and which do not otherwise conflict with (and do not prevent SubLicensee from complying with) the terms and conditions of this Agreement. If SubLicensee is not up-to-date with all of these requirements, the HAA reserves the right to suspend SubLicensee's account until all of such requirements have been satisfied.

3. Liability/Indemnification:

3.1 Liability: SubLicensee accepts full responsibility for all actions performed by anyone through use of SubLicensee's administrative accounts on or off the AlumniMagnet Platform. SubLicensee covenants that SubLicensee shall be responsible for all goods and Services offered on SubLicensee's Node, all Content and other materials used or displayed on the Node, and all acts or omissions that occur on the Node or in connection with SubLicensee's accounts or passwords.

3.2 Indemnification; Limitation of Liability

3.2.1 Generally. SubLicensee shall indemnify, defend and hold harmless the Company and the HAA and its officers, directors, members of its governing board, employees, faculty and agents 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 SubLicensee Content (or any portion thereof) infringes 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 claims arising out of 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. The indemnified party may, at its option, participate in the defense of any such claim at its own expense.

3.2.2 Other Remedies. In the event of a material uncured breach of this PGP by SubLicensee, HAA may pursue all available legal and technical remedies as permitted by law or under this PGP, including without limitation, disabling or revoking SubLicensee's use of the AlumniMagnet Platform and/or the SERVICES.

3.2.3 SUBLICENSEE'S SUBLICENSE TO USE THE SERVICES AND THE ALUMNIMAGNET PLATFORM IS GRANTED "AS IS". HAA DISCLAIMS ALL WARRANTIES OF ANY KIND RELATED THERETO, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE, TITLE AND NON-INFRINGEMENT, AND IN NO EVENT SHALL HAA, OR ANY OF ITS OFFICERS, DIRECTORS, MEMBERS OF ITS GOVERNING BOARDS, EMPLOYEES, FACULTY, OR AGENTS, BE LIABLE TO SUBLICENSEE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM OR RELATING TO ANY ACCESS TO AND USE THE SERVICES AND THE

ALUMNIMAGNET PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3.2.4 Internet Outages. SubLicensee acknowledges that the internet may be subject to unscheduled and unannounced outages, disruptions and breakdowns that may not be rectified promptly. Neither the Company nor the HAA shall be responsible for any such unscheduled and unannounced outages, disruptions and breakdowns and any business losses or damages resulting from causes outside the Company's or LICENSEE'S reasonable control.

4. Credit Card Information Storage: Neither the Company, HAA nor SubLicensee will store/save any credit card information, either on the AlumniMagnet Platform or offline, 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. In addition to, and notwithstanding the foregoing, SubLicensee agrees to conform with the Payment Card Industry ("PCI") Data Security Standard (together with any successor or other applicable PCI standard), the contemporaneous version of which is available through the following URL: <https://www.pcisecuritystandards.org>.

5. Access from Unsecure 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—such internet access is not secure. SubLicensee's Users who have Administrator-level access to SubLicensee's Node have a responsibility to protect the Data and Content on SubLicensee's Node. It is therefore SubLicensee's responsibility and the responsibility of SubLicensee's administrators to ensure that access to SubLicensee's 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.

6. Head Administrators: It is SubLicensee's responsibility 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 SubLicensee's Node activity. Designation of (2) two Head Administrators as described above is not mandatory - SubLicensee may opt to designate only (1) one Head Administrator. SubLicensee may designate a maximum of (2) Head Administrators.

It is SubLicensee's responsibility to make sure that SubLicensee's Head Administrators are fully trained and knowledgeable with respect to the functionality of the AlumniMagnet Platform. While HAA and COMPANY will remain available for continued support, all technical, operational support and/or training-related communication between SubLicensee and Company and/or HAA will funnel through the Head Administrators. 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 SubLicensee sub-administrators (Head Administrators may wish to delegate responsibility of managing the online Merchant Account activity to a sub-administrator), and to train his/her successor once the Head Administrator's Term has ended. Upon request, the HAA will provide contact information for establishing or integrating a CyberSource or Authorize.Net Merchant Account and/or Gateway to AlumniMagnet. AlumniMagnet requires that all SubLicensees use a CyberSource or Authorize.Net online payment service. SubLicensee is responsible for all costs associated with establishing and maintaining a CyberSource or Authorize.Net Merchant Account and/or Gateway service.

As a condition for having a Node on the AlumniMagnet Platform and for being permitted to commence training on how to develop a Node, the President and Head Administrator(s) of each HAA Club or SIG, as applicable, must read, sign and return a copy of this PGP document to the Director of the Clubs and SIGs

at the HAA. This document may be signed in counterparts, but training will not commence prior to the HAA's receipt of a signed copy of the PGP from the President and the designated Head Administrator(s) of the HAA Club or SIG, as applicable. Prior to signing this document, the President of the HAA Club or SIG should review the PGP document with her/his Board and obtain their approval. This PGP document should be maintained in the files of the HAA Club or SIG, as applicable, and should be reviewed upon turnover in leadership.

7. Term and Termination:

7.1 Term: The Term of this Agreement (the "Term") shall commence on the first date set forth above and continue in effect until either party provides written notice of termination.

7.2 Effect of Termination on Use of Node and Services: Immediately upon the effectiveness of the expiration or termination of the Term of this Agreement SubLicensee shall no longer have the right to use the Node, the AlumniMagnet Platform or the Services for any purposes unless otherwise expressly authorized by HAA in writing. Notwithstanding anything else contained in this PGP to the contrary, to the extent that HAA's right to use the Services or any portion thereof expires, is terminated, suspended or otherwise restricted by Company, SubLicensee's right to use the Service shall be similarly affected.

7.3 Survival of Certain Provisions: The provisions of this PGP which by their explicit Terms or their manifest intent are to survive, including without limitation those which relate to confidentiality, rights in work product, use of names and marks, indemnification and limitation of liability, and the Miscellaneous provisions of Section 8, shall survive expiration or termination of this PGP.

8. Miscellaneous: This PGP shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts (excluding conflict of laws rules). Should any provision in this PGP prove to be invalid or unenforceable, then the remainder of this PGP shall remain effective to the fullest extent permitted by applicable law. The waiver of any breach or default of this PGP will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party. This PGP may be executed in two or more counterparts, each of which will be an original instrument, but all of which will constitute one and the same instrument, and the execution of this PGP may be evidenced by facsimile or electronic signature. This PGP, and all documents incorporated herein by reference, constitutes the complete and exclusive Agreement between HAA and SubLicensee with respect to the subject matter hereof and supersedes and cancels all previous negotiations, agreements, commitments and writings by and between HAA and SubLicensee that are related to the subject matter hereof; provided, however, that this PGP shall have no effect on any agreement entered into or to be entered into by and between HAA and Company. This PGP may be changed only by a written document signed by authorized representatives of all parties. In the event of a breach or threatened breach of any provision herein by SubLicensee or any User, HAA and the Company shall be entitled, in addition to all other applicable remedies under this PGP or at law or in equity, to apply for specific performance by the party in breach (or threatening breach) of the Terms of this PGP, immediate injunctive and other appropriate equitable relief, including, without limitation, the enjoining of SubLicensee or User from the breach of any Agreement or covenant set forth herein.

*[Remainder of Page Intentionally Left Blank,
Signature Page Follows]*

The parties have executed this AGREEMENT as of the date first written above.

<p>PRESIDENT AND FELLOWS OF HARVARD COLLEGE, on behalf of the Harvard Alumni Association</p> <p>By: _____ Name: Title:</p>	
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HAA Club or SIG Name (Please Print)

HAA Club or SIG President - Name, Degree/Class (Please Print)	Email Address
HAA Club or SIG President (Signature)	Date (MM/DD/YYYY)

Please mail to LICENSEE at:

Or fax to:

Chandra Mohammed
Associate Director of Clubs and SIGs
Harvard Alumni Association
124 Mt. Auburn Street, 6th FL
Cambridge, MA 02138

617-495-0434
Attn: Chandra Mohammed

Please mail to SUBLICENSEE at:

ACKNOWLEDGED AND AGREED TO by the undersigned administrators, each of which acknowledges that they have read and understand the PGP:

Head Administrator #1 (Please Print)	Email Address
Head Administrator #1 (Signature)	Date (MM/DD/YYYY)
Head Administrator #2 (Optional) (Please Print)	Email Address
Head Administrator #2 (Optional) (Signature)	Date (MM/DD/YYYY)