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SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is entered into and made effective as of the Effective Date (as defined below) by and between JumpForward LLC, a Delaware limited liability company with offices at 112 S. Sangamon St., 1ˢᵗ Floor, Chicago, IL 60607 ("JumpForward" or "JF"), and the client identified below ("Client"). This Agreement is governed by and incorporates by reference the "Standard Terms and Conditions" attached hereto. Capitalized terms used, but not otherwise defined, on these cover pages (the "Cover Pages") or in any written addendum executed pursuant to this Agreement have the respective meanings given them in the Standard Terms and Conditions.

Client Name: The Ohio State University, on behalf of its Department of Athletics							
Main Contact:	Jessica Olms	Title:	Associate Director of Compliance				
Address:	910 Fawcett Center, 2400 Olentangy River Rd.	City:	Columbus	State:	OH	Zip Code:	43210
Telephone:	614-247-8159	Fax:	614-292-0199	Email:	olms.2@osu.edu		
Billing Information:							
Contact:							
Address:		City:		State:		Zip Code:	
Telephone:		Fax:		Email:			
Implementation Contact:							
Contact:	Jessica Olms						
Address:	Same	City:		State:		Zip Code:	
Telephone:		Fax:		Email:			

Contract Detail:	
Term in Months (the "Initial Term")	36 Months
Annual Base Fee (See Contract Worksheet for details)	Year 1 Base Fee: $83,000.00
	Year 1 (Premium Solutions in Development): $25,500.00
	Year 1 (Customization): $35,000.00
	Year 2: $108,500.00
	Year 3: $108,500.00
Total Contract Amount	$360,500.00

By signing below, Client and JumpForward each acknowledge that it has read, understands, and agrees to be bound by the terms and conditions of this Agreement, including those of the Standard Terms and Conditions and those of any other documents expressly referenced therein or attached hereto (all of which documents and attachments are incorporated herein by this reference).

Client: The Ohio State University		JumpForward LLC
Signature: *[signed]*		Signature:
Printed Name: Geoffrey S. Chatas		Printed Name: Brad G. Niedermaier
Title: Sr VP for Business & Finance and CFO		Title: President
Date: 8·23·13		Date: July 1, 2012 (the "Effective Date")

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CONTRACT NO. : [OH-1009]

JUMPFORWARD CONTRACT WORKSHEET

Product	Price / Team	Quantity	Total
Recruiting Olympic – 1. Baseball 2. Cross Country/Track & Field 3. M/W Fencing 4. Men's Golf 5. Men's Gymnastics 6. Men's Ice Hockey 7. Men's Lacrosse 8. M/W Pistol 9. M/W Rifle 10. Men's Soccer 11. Men's Swimming & Diving 12. Men's Tennis 13. Men's Volleyball 14. Men's Wrestling 15. Field Hockey 16. Women's Golf 17. Women's Gymnastics 18. Women's Ice Hockey 19. Women's Lacross 20. Women's Rowing 21. Women's Swimming & Diving 22. Synchronized Swimming 23. Women's Soccer 24. Women's Tennis 25. Women's Volleyball	$600	25	$15,000
Unlimited Custom Sport Branded Email Upgrade	$300	25	$7,500
Recruiting Basketball	$2,000	2	$4,000
Recruiting Football	$10,000	1	$10,000
Compliance Toolbox Non-Football	$1,000	27	$27,000
Compliance Toolbox Football	$3,000	1	$3,000
Total Recruiting and Compliance Annual Fee due upon execution of contract			$66,500

Social Media Monitoring	$10,000	1	$10,000
Complimentary Admissions	$4,500	1	$4,500
Reactive Call Tracking	$6,000	1	$6,000
Rules Education Training (includes standard course license fee and 1,000 users)	$5,500	1	$5,500
Total Premium Solution Annual Fee due upon execution of contract			**$26,000**
Premium Solution Discount			**$9,500**
TOTAL DUE UPON EXECUTION OF CONTRACT (Recruiting, Compliance, & Premium)			**$83,000**
API Development	$3,500	1	$3,500
Equipment Management	$10,000	1	$10,000
Employment Module	$7,000	1	$7,000
Annual Rules Education custom module	$5,000	1	$5,000
Total Premium Solution Annual Fee for modules in development per statement of work (due upon completion of each item)			**$25,500**

Total Annual Base Fee: Year 1 - (July 1, 2012 – June 30, 2013)	$83,000.00
Premium Solution Annual Fee for products in Development: Year 1	$25,500.00*
Customization Fee Year 1 (Price Breakdown Below)	$35,000.00*
Total Amount Due Year 1	$143,500.00
Total Annual Base Fee: Year 2 – (July 1, 2013 – June 30, 2014)	$108,500.00
Total Annual Base Fee: Year 3 – (July 1, 2014 – June 30, 2015)	$108,500.00

*Due upon Completion of each item

One Time Customization Fees			
Premium Solution Development**	**Price/Unit**	**Quantity**	**Total**
Employment Module (reflects $40,000 discount)	$10,000	1	$10,000.00
Equipment Module (reflects $30,000 discount)	$10,000	1	$10,000.00
Comp Admissions Black List system build out (no discount)	$5,000	1	$5,000.00
Rules Education additional custom modules (no discount)	$5,000	2	$10,000.00
Total One Time Development Cost			**$35,000.00**

**OSU will assist JF in the development of these modules per the attached statement of work

STANDARD TERMS AND CONDITIONS

1.   The Services

a.   **General.** JumpForward provides an Internet-based, sports relationship management ("SRM") service that, among other things, permits JumpForward's subscribers (e.g., coaches, athletic directors, and universities) to manage contacts, track telephone, text, and email communications, and generate branded communications and customized reports. This SRM service consists of several different components, each of which requires a subscription for use (each component to which Client, at any given time, is then subscribed, a "Service", and all components to which Client is then subscribed, collectively, the "Services"). These components currently include:

(i) an SRM service that manages communications between JumpForward's clients and their respective athletes and prospective recruits and permits JumpForward's clients to access and use the "Athlete Prospect Database" made available by JumpForward via the internet and native applications for the iPad, iPhone, Android, and Blackberry (the "Recruiting Solution");

(ii) a premium branded email service that provides JumpForward's clients the ability to send branded email templates to prospective student athletes with the ability to track opens, clicks, and shares (the "Branded Email Solution")

(iii) a service that provides certain reports and reporting capabilities to JumpForward's clients regarding their respective athletes and prospective recruits, contacts that have been made with such athletes and prospective recruits, and certain other compliance-related issues (the "Compliance Toolbox"); and

(iv) a service that provides a detailed analytics of social media usage on certain websites and the capability to search the internet for pre-determined keywords and phrases (the "Social Media Monitoring Solution")

(v) a service that provides training on NCAA rules including the "Rules Education Training Solution", the standard videos produced by JumpForward as well as the videos produced by JumpForward for Ohio State.

(vi) a branded email service that provides JumpForward's clients the ability to send branded email templates to alumni and boosters with the ability to track opens, clicks, and shares (the "Development Solution")

(vii) a branded email service that provides JumpForward's clients the ability to send branded email templates to prospective students with the ability to track opens, clicks, and shares (the "Admissions Solution")

(viii) an inventory management service that tracks equipment (the "Equipment Management Solution")

(ix) a service that scans phone company bills and compares them to the prospect database provided by the client to monitor, track, and provide internal controls to JumpForward's clients with regard to compliance with the rules and bylaws of the NCAA and other applicable athletic governing bodies (the "Reactive Call Tracking Solution")

(x) a service that provides the ability for a compliance department to audit complimentary admission tickets for athletic events (the "Complimentary Admissions Solution")

(xi) the Services also include the detailed Statement of Work ("SOW") attached as Exhibit A, which is current as of July 1, 2012. The parties recognize that the elements JumpForward will provide to Client as well as the JumpForward delivery dates and Client approval dates in the SOW have changed since July 1, 2012 and will continue to change over the term of this Agreement. The parties will work diligently to deliver and approve the mutually-agreed upon elements of the then-current SOW until such element or module is complete. Client will be under no obligation to pay JumpForward for any element of the then-current SOW until such element or module is complete. Notwithstanding the above, Client may pay JumpForward for a mutually-agreed upon amount representing the portion of the element that is complete prior to final completion.

(xii) the Services shall also include JumpForward providing to Client all Student-Athlete forms provided by Client in a pdf format on an annual basis (by team) no later than fifteen (15) days after JumpForward receives the forms of the Initial Term and each Renewal Term.

During any period of time for which Client has paid the applicable fees with respect to a specific Service, JumpForward will provide or make such Service available to Client, for use in accordance with this Agreement, in such form and manner as such Service is then generally offered or made available by JumpForward to its subscribers. Subject to any restrictions and limitations specified on the Cover Pages (e.g., any limits as to the number of teams authorized), JumpForward grants to Client a limited, personal, non-exclusive, non-transferable, worldwide license (without the right to sublicense) to, during any period of time for which Client has paid the applicable fees, access and use the Services on the terms set forth in this Agreement and in accordance with JumpForward's policies that are posted or made available through the applicable Service or on JumpForward's Web site, or that are otherwise provided to Client by JumpForward in writing or electronically, from time to time (the "Service Policies"). The Service Policies include, but are not limited to, the standards and rules of conduct with regard to the use of the Services that are set forth in Exhibit B attached hereto (the "Acceptable Use Policy," which is incorporated herein by this reference). The Service Policies may be revised from time to time by JumpForward by providing Client with written notice thereof or by posting a revised version thereof on JumpForward's Web site. By Client's continued use of any Services, Client agrees to comply with and be bound by the Service Policies then in effect.

b.   **Technical Support.** JumpForward will use reasonable efforts to make the Services generally available, except during periods of scheduled or emergency maintenance and outages not within the reasonable control of JumpForward. JumpForward will make reasonable technical support for the Services available via telephone. JumpForward will use its best efforts to correct or provide a workaround for any reproducible material defect in the Services that is reported by Client. JumpForward shall not be obligated to cure any alleged defect resulting from misuse or unauthorized use or modification of the Services. JumpForward may from time to time, in its sole discretion, modify or enhance the Services, without materially reducing their basic functionality.

c.   **Training.** JumpForward will make basic materials (including help wizards, how-to-do videos, and webinar training

sessions) regarding the use and administration of the Services available through the Services or on JumpForward's Web site. Additional training requested by Client will be subject to a change order at the current JumpForward rates.

d. **Feature Requests.** The JumpForward solution must be used by Client in the current form and function. JumpForward will evaluate all Feature Requests and will be the sole judge on determining 1) whether the Feature Request is appropriate and 2) what, if any, additional costs will be charged to Client to implement the changes.

e. **Data Ownership.** All data generated by Client within the JumpForward Services is the exclusive property of Client. See Exhibit C regarding data issues to be inserted here.

2. Responsibilities of Client

a. **General.** All access to and use of the Services by Client shall be in accordance with this Agreement and the Service Policies. Client shall be exclusively responsible for procuring and maintaining appropriate network and Internet connectivity, as required to access and use the Services, and appropriate hardware and equipment that meets the applicable minimum requirements stated, at any given time, in the Service Policies, for the use of the Services. All requests by Client for technical support with respect to the Services shall be made in accordance with the Service Policies.

b. **Marks.** Client shall, in a timely manner, provide JumpForward with copies, in industry-standard electronic form, of any marks, logos, and related materials of Client's (the "Marks") that JumpForward is to use in providing the Services to Client hereunder (e.g., in providing the Branded Email Service to Client). Client hereby grants JumpForward a non-exclusive, non-transferable, royalty-free right and license to use and display the Marks during the term of this Agreement, solely as necessary and appropriate for JumpForward to provide the Services in accordance with this Agreement.

c. **System Administration.** Client shall be exclusively responsible for, in accordance with the Service Policies: (i) creating and defining under Client's account in the Services any logons or IDs for Client's designated end-users of the Services; and (ii) defining and maintaining at all times with respect to each such logon or ID the appropriate scope of the applicable user's authority and permission with respect to the use of the Services and the security controls, restrictions, and limitations that apply with respect to each such user and his or her use of the Services. Client is solely and exclusively responsible for all access and use of the Services (and for any resulting activity or communications) by Client or its end-users or that occurs through the use of any logon or ID established by or with respect to Client or any of its end-users. JumpForward shall not be liable or responsible for any activity, loss, or damage arising from any unauthorized access to or use of any such logons or IDs or resulting from any failure by Client or its system administrator to, in accordance with this Agreement and the Service Policies, establish or assign an appropriate scope of authority or permission, or appropriate security controls, restrictions, or limitations, with respect to any given user, logon, or ID. Client shall immediately notify JumpForward of any known or suspected unauthorized access to or

use of Client's account, or of any logons or IDs established or assigned with respect to Client or its customers or clients, of which Client becomes aware.

d. **Compliance.** While certain aspects or features of the Services are intended to aid or assist Client in complying with the rules and bylaws of the NCAA and other applicable athletic governing bodies, Client expressly acknowledges and agrees that it is solely and exclusively responsible for such compliance and that JumpForward shall have no responsibility or liability with respect to such compliance. Client further acknowledges and agrees that JumpForward is only providing a means and medium by which Client may manage its network of contacts and prospective recruits and that JumpForward shall not be liable or responsible in any way for the accuracy, timeliness, completeness, or reliability of any data provided or stored by Client in the Services or any actions, inactions, or decisions made by Client through use of the Services.

e. **Prohibited Activities.** Client may access and use the Services, and may permit others to access and use the Services, only as expressly provided herein. Except as expressly permitted by this Agreement, Client shall not: (i) modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works of, or otherwise attempt to derive any source code of or relating to, the Services, any components thereof, or any other resources used by JumpForward to provide the Services; (ii) alter or copy, or permit any person or entity to alter or copy, any components of the Services; (iii) intentionally interfere with, disrupt, interrupt, restrict, prevent, or disable, access to or use of the Services or any components thereof, any other resources used by JumpForward to provide the Services, or the receipt or utilization of the Services, whether by Client or any other subscribers of JumpForward; or (iv) distribute, resell, assign, transfer, lease, rent, license, sublicense, disclose, or encumber the Services or any components thereof, or any other resources used by JumpForward to provide the Services, or at any time make any portion or components of the Services available in a timesharing, service-bureau, or similar environment. Client acknowledges and agrees that any breach by it, or by any of its agents, employees, or representatives, of this Section shall cause irreparable injury to JumpForward and that, in such an event, and in addition to any other remedies that may be available, in law, in equity, or otherwise, JumpForward shall be entitled to seek and obtain injunctive relief against any threatened or continuing such breach.

3. Term and Termination

a. **Term.** This Agreement shall take force and effect as of the Effective Date and shall, unless earlier terminated in accordance with Section 0b, continue in force and effect for the initial term thereafter (the "Initial Term"). The term of this Agreement shall renew, if renewal is mutually agreed upon between the parties, and be extended for successive periods of two (2) years each (each, a "Renewal Term"), for a base bee and upon such terms as shall be mutually agreed between the parties, upon the expiration of the Initial Term or any Renewal Term.

b. **Termination.** Either party may terminate this Agreement for cause upon providing the other party with written notice thereof if the other party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after being provided with written notice reasonably describing the breach by the non-breaching party. Upon termination, Client

reserves the right to pay JumpForward 10% of Client's then-current annual fee to hold Client's data for five (5) years. Client would have the right to have "read–only" access to its data during such time. If Client is interested in exercising this right, Client shall provide notice to JumpForward within sixty (60) days of termination of the Agreement.

c. **Effects of Termination.** Upon any expiration or termination of this Agreement, Client shall immediately cease access and use of the Services and Client shall pay to JumpForward any amounts payable pursuant to this Agreement through the effective date of termination.

d. **Suspension of Use.** Client acknowledges and agrees that, in addition to JumpForward's other rights hereunder, JumpForward may, in its reasonable discretion, immediately suspend or disable Client's right and ability to access and use the Services, without liability, if JumpForward believes that Client is causing risk, liability, loss, or damage to JumpForward, the Services, any other users of the Services, or any other third parties. If Jumpforward, in its reasonable discretion, believes that Client has materially breached any of the terms of this Agreement or the Service Policies, JumpForward shall, in accordance with Section 3.b. above, provide Client with notice and a reasonable opportunity to cure before suspending Client's use of the Services. In the event of a suspension of Client's use, Client shall promptly cooperate with JumpForward in attempting to resolve the applicable issue.

4. Fees and Payment

a. **Fees.** Client shall pay JumpForward any fees associated with Client's use of the Services, as such fees are determined in accordance with this Agreement and the Cover Pages hereto, and any other fees payable hereunder. Unless otherwise noted on Exhibit A, fees for annual subscriptions to the Services are payable in advance, prior to the start of the applicable term. Fixed monthly fees for the Services are payable monthly in advance, and any variable fees for the Services are payable monthly in arrears, as incurred, all at JumpForward's then-current rates. Unless expressly otherwise provided herein, all fees are stated and payable in U.S. dollars and are nonrefundable, and shall be paid without right of setoff. JumpForward may adjust the annual subscription fees payable with respect to any Renewal Term by providing Client with written notice of such adjustment at least sixty (60) days prior to the start of such Renewal Term.

b. **Invoices.** JumpForward will invoice Client for any fees payable by Client hereunder. All invoiced amounts not disputed in good faith by Client in a writing delivered to JumpForward prior to the applicable due date shall be due and paid by Client within thirty (30) days after the date on which JumpForward sends the invoice to Client.

c. **Taxes.** All fees payable hereunder are exclusive of, and, as between the parties, Client is responsible for paying, any taxes assessed or imposed in connection with this Agreement or the provision of the Services to Client (excluding taxes on JumpForward's income or property).

5. Proprietary Rights

Client acknowledges and agrees that the Services are the valuable proprietary and intellectual property of JumpForward and its applicable licensors and that JumpForward and its applicable licensors are and shall remain the sole and exclusive owners of the Services, all components, materials, works, products, inventions, and ideas contained therein, and all intellectual property and proprietary rights pertaining to the foregoing. JumpForward and its applicable licensors expressly reserve and retain all rights to the Services (and all components thereof) that are not explicitly granted in this Agreement, and no implied license to, or interest in, any such rights shall arise as a result of or in connection with this Agreement.

6. Confidential Information

Client and JumpForward each acknowledge and agree that certain Confidential Information of each of them will be used and disclosed in connection with this Agreement. As used in this Agreement, "Confidential Information" means: (i) with respect to either party, materials or information relating to the business or operations of such party that are not generally known to others in the same industry, including, but not limited to, know-how, trade secrets, source code, technical data, drawings, designs, database design, processes, procedures, models, manuals and documentation, financial information, business data, marketing and product-related data, future plans, customer and supplier lists, personnel-related information, student information, and the like; (ii) in addition, with respect to JumpForward, the Services and all portions and components thereof; and (iii) in addition, with respect to Client, the personal or individually identifiable information relating to students, athletes, or prospective recruits of Client's that is stored in the Services or otherwise provided or made available to JumpForward hereunder. Client and JumpForward shall each maintain the Confidential Information of the other in strict confidence, using the same care as they respectively exercise with regard to their own confidential information of a similar nature, but at least a reasonable standard of care. Without the prior written consent of the other party, neither Client nor JumpForward shall use or disclose, or permit to be used or disclosed, any Confidential Information of the other party except as necessary and appropriate for performance hereunder or as required by law or legal process.Notwithstanding the foregoing provisions of this Section, Confidential Information shall not include information to the extent that such information: (1) is already known to a party free of any restriction at the time it is disclosed by the other party hereunder; (2) is or becomes publicly known or available through no wrongful act or breach of this Agreement; or (3) is rightfully received by a party from a third party without restriction. Confidential Information shall also not include this Subscription Agreement or any other information that is required by law to be produced or disclosed.The parties agree that any breach by either party of this Section shall cause irreparable injury to the other party and that, in such an event, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall each be entitled to seek injunctive relief, if permissible under Ohio law, against any threatened or continuing such breach, without the necessity of proving actual damages or posting bond. The obligations of confidentiality set forth in this Section shall remain in force and effect at all times during the term of this Agreement and: (A) with respect to Confidential Information that constitutes a trade secret under applicable law, for so long as such

trade secrets status is maintained; and (B) with respect to Confidential Information that does not constitute a trade secret, for five (5) years after termination or expiration of this Agreement (or for the maximum amount of time permitted under applicable law, if shorter than five (5) years).

7. Representations & Warranties

Client represents and warrants that: (i) it is (if an entity) duly organized, validly existing, and in good standing under the laws of its applicable state, commonwealth, or province; (ii) the execution and performance of this Agreement by it shall not violate any applicable laws or regulations and shall not breach any agreement, covenant, court order, judgment, or decree to which it is a party or by which it is bound; (iii) Client shall comply with all applicable laws and regulations, and all applicable rules and bylaws of the NCAA and any other applicable athletic governing bodies, in connection with this Agreement and shall not use or permit the use of the Services, or of any data or information obtained through the use of the Services, for any unlawful or unauthorized purpose; (iv) Client has all necessary rights, powers, and authority to enter into and fulfill its obligations under this Agreement; and (v) Client has, or by the applicable time of access shall have obtained, all consents, authorizations, and approvals of third parties (including, but not limited to, those of any of Client's students, athletes, or prospective recruits) necessary or appropriate for JumpForward to provide the Services in accordance herewith.

8. Disclaimers

a. **Disclaimer of Warranties.** JUMPFORWARD MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, THE SERVICES, OR ANY DATA OR OTHER MATERIALS PROVIDED OR MADE AVAILABLE BY JUMPFORWARD IN CONNECTION WITH THIS AGREEMENT, AND ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE (INCLUDING ANY WARRANTIES OF MERCHANTABLITY AND FITNESS FOR A PARTICLUAR PURPOSE), WITH RESPECT TO THIS AGREEMENT, THE SERVICES, AND ANY DATA AND OTHER MATERIALS PROVIDED OR MADE AVAILABLE BY JUMPFORWARD IN CONNECTION HEREWITH ARE EXPRESSLY DISCLAIMED AND EXCLUDED. THE SERVICES AND ANY DATA AND OTHER MATERIALS PROVIDED OR MADE AVAILABLE BY JUMPFORWARD IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED AND MADE AVAILABLE "AS IS" AND "WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND. NOTWITHSTANDING THE ABOVE, JUMPFORWARD REPRESENTS AND WARRANTS THAT ITS SERVICES WILL OPERATE AS JUMPFORWARD REPRESENTED TO CLIENT IN MEETINGS ON OR ABOUT FEBRUARY 23, 2012.

b. **Use and Operation of the Services.** WITHOUT LIMITING THE PROVISIONS OF SECTION 0a, JUMPFORWARD EXPRESSLY DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES SHALL BE PROVIDED OR MADE AVAILABLE ON AN UNINTERRUPTED OR ERROR-FREE BASIS, THAT ALL ERRORS OR DEFECTS IN THE SERVICES (OR THE DATA PROVIDED OR MADE AVAILABLE THROUGH THE SERVICES) WILL BE CORRECTED, OR THAT THE

SERVICES WILL BE APPROPRIATE FOR ANY PARTICULAR USE OR PURPOSE TO WHICH CLIENT OR ANY THIRD PARTY MAY CHOOSE TO PUT THEM. JUMPFORWARD SHALL NOT HAVE ANY OBLIGATION OR LIABILITY WITH RESPECT TO INACCURACIES, ERRORS, OR OMISSIONS IN DATA OR INFORMATION PROVIDED BY CLIENT OR THIRD PARTIES IN CONNECTION WITH THE USE OF THE SERVICES, OR OCCURING IN THE TRANSMISSION OF ANY DATA OR INFORMATION OVER THIRD-PARTY NETWORKS OR THROUGH OTHER RESOURCES NOT UNDER JUMPFORWARD'S CONTROL.

9. Indemnification

a. **Intellectual Property.** Client shall promptly notify JumpForward of any suit or proceeding brought against it arising out of any third-party claim that the Services or any portion thereof (excluding any data or information included or contained in the Services that was provided by Client or any third party) infringes upon any United States' patent, copyright, or trademark, or constitutes a misappropriation of any trade secret. JumpForward will have the right of sole control of the defense of any such suit or proceeding and all negotiations for settlement for compromise of the claims arising hereunder (except if Client is also a party to such suit or proceeding – in such a case, the Ohio Attorney General will have the right to defend and negotiate settlement on behalf of the Client). JumpForward will indemnify, defend, and hold Client harmless from and against any such suit, proceeding, or third-party claim, and shall pay all liabilities, losses, damages, costs, and expenses (including attorneys' fees) to the extent arising out of any such third-party claim, provided that Client reasonably and promptly cooperates in such defense. In the event of any such third-party infringement claim, JumpForward may, in its sole discretion, either: (i) procure a license to enable Client to continue to use the allegedly infringing portions of the Services hereunder; (ii) develop or obtain, and provide Client with, a non-infringing substitute for allegedly infringing portions of the Services, for use in accordance herewith; or (iii) if JumpForward determines that the alternatives under the preceding clauses (i) and (ii) are not reasonable, feasible, or practicable through the exercise of commercially reasonable efforts, JumpForward shall have the right to terminate this Agreement upon providing written notice to Client, refunding to Client any amounts prepaid by Client for periods of time not yet expired (or Services not yet provided) as of the date of termination. JumpForward shall have no liability or obligation to indemnify Client hereunder to the extent that any alleged infringement arises out of, relates to, or results from: (1) use of the Services other than in accordance with this Agreement, the Service Policies, and any applicable documentation; (2) any modification or alteration of the Services other than by or with the express prior written consent of JumpForward; or (3) any data or information included or contained in the Services that was provided by Client or any third party. THIS SECTION STATES JUMPFORWARD'S SOLE LIABILITY AND OBLIGATION, AND CLIENT'S SOLE AND EXCLUSIVE REMEDY AND RECOURSE, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY'S RIGHTS BY THE SERVICES OR ANY DATA OR OTHER MATERIALS PROVIDED OR MADE AVAILBLE BY JUMPFORWARD HEREUNDER.

10. **Limitations of Liability**

TO THE FULLEST EXTENT PERMITTED BY AND CONSISTENT WITH APPLICABLE LAW, EXCEPT WITH REGARD TO CLAIMS SUBJECT TO (AND AMOUNTS PAYABLE PURSUANT TO) INDEMNIFICATION UNDER SECTION 9 OR ANY OTHER PROVISION OF THIS AGREEMENT AND CLAIMS WITH RESPECT TO A BREACH OF JUMPFORWARD'S PROPRIETARY RIGHTS IN CONNECTION WITH THIS AGREEMENT: (I) NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, OR SIMILAR DAMAGES IN CONNECTION WITH THIS AGREEMENT, NOTWITHSTANDING THE FORM IN WHICH BROUGHT, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) WITHOUT LIMITING CLIENT'S PAYMENT OBLIGATIONS HEREUNDER, EACH PARTY'S MAXIMUM, CUMULATIVE, AND AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE SUM OF (I) THE TOTAL AMOUNT OF FEES PAYABLE, PLUS (II) THE TOTAL AMOUNT OF FEES PAID, BY CLIENT TO JUMPFORWARD UNDER THIS AGREEMENT WITH RESPECT TO, AT THE TIME OF PRESENTATION OF ANY GIVEN CLAIM, THE THEN-MOST RECENT PERIOD OF THREE (3) CONSECUTIVE CALENDAR MONTHS.

11. **Miscellaneous**

a. **General.** This Agreement constitutes the entire understanding with respect to the subject matter hereof. In the event any one or more provisions of this Agreement shall for any reason by held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain valid and enforceable and of full force and effect. Any provisions of this Agreement that impose continuing obligations upon a party or, by their nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after expiration or termination of this Agreement, shall remain in force and effect after such expiration or termination for so long as intended. No failure by either party to enforce any right or remedy under this Agreement shall be construed as a waiver of such party's right to enforce any provision of this Agreement in the future. Client may not assign or otherwise transfer this Agreement or its rights or obligations hereunder without the prior written consent of JumpForward. The parties are independent contractors with respect to each other and this Agreement, and nothing in this Agreement shall be construed to constitute either party as a partner, joint venturer, employee, agent, or representative of the other. The provisions of the Agreement are for the sole benefit of the parties hereto and shall in no event confer, or be deemed to confer, any rights, benefits, or claims upon any person or entity that is not a party hereto.

b. **Governing Law.** This Agreement and all performance hereunder shall be governed by and construed in accordance with the substantive laws of the United States of America and the State of Ohio, without regard to conflicts of laws provisions. Any claim, suit, action or proceeding arising out of or relating to this Agreement shall be brought in a court of competent jurisdiction in the State of Ohio, and each party hereto irrevocably submits to the jurisdiction and venue of such courts.

c. **Non-Exclusive Remedies.** Unless expressly otherwise provided in this Agreement, no remedy set forth in this Agreement is intended to be, nor shall be, exclusive of, or mutually exclusive with regard to, any other remedy, and each such remedy shall be in addition to every other remedy given hereunder, or now or hereafter existing or available at law, in equity, by statute, or otherwise, individually or in any combination thereof.

d. **Export.** The Services and related documentation and technical data may be subject to U.S. export control laws, including, but not limited to, the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations of other countries. Client shall comply with all such laws and regulations in a timely manner with regard to Client's use of the Services in connection with this Agreement, and Client shall obtain any licenses or permits required in connection therewith.

e. **Force Majeure.** JumpForward shall not be liable for delays or failures in performance caused by acts or events beyond its reasonable control (e.g., acts of God, war, terrorism, or delays, interruptions, or unavailability of third-party services or materials, e.g., the Internet, utilities, and telecommunications resources).

f. **Advertising and Links.** JumpForward may display advertisements and commercials (collectively, "advertising") on pages within JumpForward's Web site. Advertisers shall not imply, directly or indirectly, any endorsement or use of products or services by Client.

g. **Delivery of Data.** Client must deliver data to JumpForward in the format and method described in the Welcome Letter (attached as Exhibit D). If the data does not conform to these requirements, JumpForward will bill Client its current rates to scrub and modify data to meet the requirements.

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Spec #	Student-Athlete Forms
1.	JumpForward will upload the following student-athlete forms into the system within 30 days of receiving the forms from Client:

A. Vehicle
B. Social Media
C. Housing
D. Memorabilia
E. Recruited Status
F. Insurance (approx. 7 forms)
G. Prospect Arrival Form
H. Student-Athlete Code of Conduct
I. Big Ten Financial Form
J. Big Ten Historical Form
K. FERPA Authorization
L. NCAA Forms (approx. 4 forms)
M. Name Image Likeness Release
N. Official Visit (approx 2. forms)
O. Any other necessary fall start-up forms (including student-athlete data entry and sign offs). JumpForward reserves the right to charge additional fees for more than 25 custom forms ($100 per additional form).

Note:

The JF Date of Delivery is based upon the date the documents are received. Any modifications to the form submitted could cause a delay in the JF Date of Delivery.

Documents Received (date received from Client)	JF Date of Delivery	Final OSU Approval

Spec #	Complimentary Admissions
2.	System currently provides the ability for coaches and players to log into a secure portal and make complimentary admissions requests. Compliance has the ability to review these requests and send them to the ticket office. The ticket office can log into a secure portal and access the information. Client would like to add the following functionality:

A. Allow student-athletes to enter guest requests for compliance approval
B. Prohibit student-athletes from entering guests
C. Ability for compliance to enter notes on each guest request and approve guests for entry onto ticket list
D. Track auditing notes history specific guests
E. Run the ticket list against watch list
    i. Matches reported with all information attached to both guest and watch list individual (loose match and detailed match)
    ii. Reports information back to specific recipients based on sport.
    iii. Notification subject includes sport, contact, student-athlete name and guest name
    iv. Reply all email function can be used to respond to all parties that received the email
    v. Tracking for whether the guest was cleared or if the ticket was pulled

Note:

The JF Date of Delivery is based upon the date of the contract execution and the confirmation of requirements. Any modifications to the requirements submitted could cause a delay in the JF Date of Delivery.

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Requirements Received (date received from Client)	JF Date of Delivery	Final OSU Approval
1. Contract execution	7/1/2012	
2. JF and client confirm requirements		
3. JF completes development of basic functionality including watch list and prevention of SAs entering their own guests	7/15/2012	
	8/15/2012	

Spec #	Official Visit Forms
3.	JumpForward will upload the Official Visit form into the system within 30 days of receiving the form from Client.
	A. Official visit can be initiated by the coach
	B. Approved by SASSO, Compliance, and Sport AD (ability to go to sport specific SASSO/Compliance)
	C. Student-Athlete can complete student host paper work
	D. Coach can print reconciliation document for the business office

Documents Received (date received from Client)	JF Date of Delivery	Final OSU Approval
1. Additional requirements to be determined upon review of the report/process		

Spec #	API Development
4.	JumpForward will work with campus IT to develop an API that will communicate in real time with Client's PeopleSoft software. This process depends on communication between both parties to determine which data should be shared and which data should not be shared. The following steps need to be followed and the dates of delivery will be tracked.
	Note:
	The JF Date of Delivery is based upon the date the information is received. Any client caused delays in steps #1-#3 could cause a delay in the JF Date of Delivery.

Information Received (date received from Client)	JF Date of Delivery	Final OSU Approval
1. Client provides a sample export	12/1/2012	
2. Client identifies what data should be shared	12/15/2012	
3. JF and Client agree which data points are to be shared	1/15/2013	
4. JF begins development of API	1/15/2013	
5. JF completes development of API	2/15/2013	

Spec #	Rules Education Branding		
5.	Initial standard modules are currently available. Custom interface using existing template with new colors and customer logo A. Unlimited student-athlete views of pre-purchased courses *Note:* *The Date of Delivery is based upon the date the information is received. Any client caused delays could cause a delay in the Date of Delivery.*		

	Documents Received (date received)	JF Date of Delivery	Final OSU Approval
	1. Contract Execution 2. Set up platform, with course banks 3. Train administrator on best uses 4. Provide GUI (Graphic User Interface) with school colors and logo	1. 7/1/2012 2. 7/31/2012 3. 8/1/2012 4. 8/1/2012	

Spec #	Custom Rules Education		

6.	The client shall receive the following items for the Rules Education Training solution with OSU branding:
	
	    A. Set up, training, partner support, platform upgrades, system maintenance, hosting, and customer support
	    B. Platform licensing agreement includes:
	        a. Hosting
	        b. Support
	        c. System Maintenance
	        d. Course Upgrades
	    C. 3 custom courses with up to 20 slides, 5 question assessment or provided video
	    D. Custom interface using existing template with new colors and customer logo
	    E. Pre-purchased course views for faculty and/or boosters
	
	Note:
	The Date of Delivery is based upon the date the information is received. Any client caused delays could cause a delay in the Date of Delivery.		

	Documents Received (date received)	JF Date of Delivery	Final OSU Approval
	1. JumpForward to provide requirements for written and video content (attached as "Custom Course Development") 2. Contract Execution 3. Set up platform, with course banks 4. Train administrator on best uses 5. Provide GUI (Graphic User Interface) with school colors and logo 6. Build 3 custom courses to specifications	1. 7/1/2012 2. 7/15/2012 3. 7/31/2012 4. 8/1/2012 5. 8/1/2012 6. See Custom Course Development Doc	

Spec #	Functionality already scheduled for release by JumpForward		
8.	The following functionality either exists in the Compliance Toolbox or a Premium Solution today or is scheduled to be added in the near future.		

Feature Request	JF Date of Delivery	Final OSU Approval

1. View entire roster – including cut, quit, medical non-counter
2. Staff Manager (roster of staff)
3. Official Visit – "Workflow Process" for SASSO approval
4. Allow coaches to change athlete status with compliance approval only
5. Form and Student Profile Integration
    a. Ability for forms to populate profile
    b. Compliance to update information in profile
    c. Subsequent year forms are pre-populated with profile information
6. Participation – calculation of actual participation accounting for NCAA rules
7. Later roster addition
8. Awards – part of the Equipment Module – see details in Spec #12
9. Big Ten and Institutional Rules (academic) – custom rules and academic requirements to be provided upon implementation. Moved from Spec #9
	1. Available today
	2. Available today
	3. July 15, 2012
	4. July 15, 2012
	5. Available today
	
	6. August 1, 2012
	7. August 1, 2012
	8. Q1 2013
	9. Depending on requirements, should be ready for Fall 2012.	

Spec #	Future Client Feature Requests	

9.	The following Client requirements have not been added to JumpForward's development schedule through June 1, 2013 for one of the following reasons:
	
	  1. They require further discussions between Client and JumpForward to determine exact specifications
	  2. They are tentatively scheduled for completion more than one year out.	

Feature Request	Comments
1. Football Aid Projection – projecting out scholarships now that they can award multiyear scholarships	1. This feature is tentatively scheduled for the summer of 2013.
2. Auto Cancellation of forms for student-athletes who quit prior to reporting	2. Need further discussion.
3. Add custom fields	3. Scheduled for Q4 2012.
4. Mass update fields	4. Scheduled for Q4 2012.
5. Communication database for OSU interpretations. Neutral place, store responses from coach, searchable.	5. Scheduled for Q1 2013.
New Modules that will require additional investment 6. Team Travel – operations and logistics module to produce manifests and travel documents, itinerary, etc. More basic including Eligible kids on roster, reimbursement requests, calculating per diem, itinerary is a bonus.	6. Part of the Team Management solution tentatively scheduled for Summer 2013.

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	Data Migration
Spec #	
10.	JumpForward will upload recruiting and compliance data received per the specifications in the attached Welcome Letter in a timely manner.
	Note:
	The JF Date of Delivery is based upon the date the information is received. Any client caused delays in steps #1-#4 could cause a delay in the JF Date of Delivery.

Information Received (date received from Client)	JF Date of Delivery	Final OSU Approval
1. Complete Recruiting data for 2013 and subsequent PSAs received	1. 2 weeks	
2. Complete Compliance data for 2013 and subsequent student-athletes received	2. 2 weeks	
3. Complete Recruiting data for 2013 and prior PSAs received	3. Phased approach	
4. Complete Compliance data for 2013 and prior student-athletes received	4. Phased approach	

	Student-Athlete Portal Log-in
Spec #	
11.	JumpForward will work with campus IT to allow students to log-in to JumpForward using their university login.
	Note:
	The JF Date of Delivery is based upon the date the information is received. Any client caused delays in steps #1-#3 could cause a delay in the JF Date of Delivery.

Information Received (date received from Client)	JF Date of Delivery	Final OSU Approval
1. Client provides a student-athlete profile data and student-athlete campus ID number	1. July 1, 2012	
2. JF imports data	2. July 15, 2012	
3. Client integrates into JumpForward's single sign-on API	3. Dependent on Client	

	Social Media Monitoring Solution
Spec #	
12.	JumpForward will with the compliance staff to provide a customized Social Media Monitoring Solution which will include a keyword search on all student athletes and deeper analytics on certain websites where usernames and passwords have been provided by Client. This development depends on communication between both parties to determine which sites should be monitored, which keywords should be tracked, sites will require deeper analytics. The following steps need to be followed and the dates of delivery will be tracked.
	Note:
	The JF Date of Delivery is based upon the date the information is received. Any client caused delays in steps #1-#4 could cause a delay in the JF Date of Delivery.

Information Received (date received from Client)	JF Date of Delivery	Final OSU Approval
1. Client provides a list of student athletes to be tracked	1. 7/1/2012	
2. Client and JumpForward identify a list of keywords to be tracked	2. 7/15/2012	
3. Client provides a list of usernames and passwords	3. 7/15/2012	
4. JumpForward and client confirm the correct athletes have been identified	4. 7/31/2012	
5. JF begins customizations	5. 8/15/2012	
6. JF completes customizations	6. 9/15/2012	

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Spec #	Equipment Management Solution
13.	JumpForward will work with Client's Equipment and compliance departments to develop an Equipment Management Solution. This process depends on communication between both parties to determine specifications. The following steps need to be followed and the dates of delivery will be tracked. Awards tracking will include award entry by equipment and coaches and verification by the student-athletes. Have the student-athletes verify the awards. Student-athlete received awards and signed off. Maybe similar to CARA. Note: *The JF Date of Delivery is based upon the date the information is received. Any client caused delays in steps #1 or #5 could cause a delay in the JF Date of Delivery.*

Information Received (date received from Client)	JF Date of Delivery	Final OSU Approval
1. JF and Client agree on initial specifications	7/1/2012	
2. JF begins development of Equipment Solution	7/15/2012	
3. JF completes development of beta version	12/31/2012	
4. Client reviews the beta version and delivers iterations to JF	1/15/2013	
5. JF begins development of iterations	1/31/2013	
6. JF completes Equipment Management Solution	3/15/2013	

Spec #	Assess Practice Eligibility

14.	Assess Practice Eligibility– JumpForward will need to update the Compliance Toolbox to allow for requested functionality from OSU.
	
	Assess Practice Eligibility
	• 4 data points
	  ○ Completed Physical – Yes or No
	  ○ Academically Eligible – Yes or No
	  ○ Completed Compliance Education Session – Yes or No
	  ○ Completed Compliance Forms – Yes or No
	    ▪ Ability for system to automatically recognize when all forms have been completed and switch form completion status to yes.
	• When all data points are "yes", system automatically changes student-athlete to "practice eligible" with the date
	• Ability to enter an exception to override one or more of the data points above to make student-athlete practice eligible (i.e., 21 day temporary certification for recruited student-athlete, women's rowing exception, etc)
	  ○ System calculates end date for exceptions involving set time period (i.e., 21 or 45 day temporary certifications) and ability for compliance to enter end date for exceptions that do not involve a set time period (i.e, women's rowing exception).
	
	The JF Date of Delivery is an estimate. Any client caused delays in steps #1 or #2, could cause a delay in the JF Date of Delivery.

Documents Received (date received)	JF Date of Delivery	Final OSU Approval
1. Contract Execution	7/1/2012	
2. JF and Client finalize requirements	7/15/2012	
3. JF begins development	8/2/2012	
4. JF date of delivery to client	8/27/2012	
5. Iterations to feature request (as necessary)	TBD	

Spec #	Transfer Tracer System
15.	Transfer Tracer System– JumpForward will need to update the Compliance Toolbox and Coach Solution to allow for transfer tracer requests of information.

Transfers In:

A. Allow coach and compliance to submit a transfer request and to contact one or more institutions.
B. This request is processed through a form
    a. There is a detailed and short version of form to fill out
        i. This form is sent to other institutions
    b. This form is sent to registrar, coaches and academic services users for review
    c. Would like to have this data available to create a student-athlete profile
    d. Compliance wants to be able to send this form to more than one university at a time
C. Email notification to go to the coach that they are approved to contact schools.
    a. This email generally goes to everyone on the staff. Needs to be able to go to one or more coaches.

Transfers Out:

A. Student-athlete requests to transfer to another school and would like to contact institutions
    a. Compliance needs to be able to send form to other schools
    b. Needs to be a history/versions of form sent
        i. Track information sent, to whom, when—audit trail
        ii. Would prefer to see this in descending order by most recent version
    c. Coach would be able to submit the Transfer Out request to compliance through Coach Solution
        i. If Coach approves and Compliance approves then compliance can grant other schools permissions to contact the student-athlete

A coach and/or compliance will be able to submit the transfer tracer form to compliance for approval and review within the JumpForward forms system. However, a more dedicated tracking solution will need to be updated to meet the requirements initially outlined by OSU.

The JF Date of Delivery is an estimate. Any client caused delays in steps #1, #2, or #5 could cause a delay in the JF Date of Delivery.

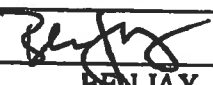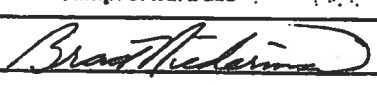| Documents Received (date received)	JF Date of Delivery	Final OSU Approval
1. Contract Execution	7/1/2012	
2. JF and Client finalize requirements	8/15/2012	
3. JF begins development	9/1/2012	
4. JF completes development of beta version	10/14/2012	
5. Client reviews the beta version and delivers iterations to JF	11/1/2012	
6. JF begins development of iterations	11/15/2012	

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Statement of Terms and schedule of payment per the above statement of work and subscription agreement #OH-1009 based upon the estimated delivery schedule:

Product:	Amount	Invoice Date
Recruiting and Compliance Solutions	$66,500.00	July 1, 2012
Premium Solutions: Social Media, Comp Admissions, Reactive Call Tracking, and Rules Education Training base	$26,000.00	July 1, 2012
Premium Solution Discount	$9,500.00	
Total Due upon Execution of Contract	**$83,000.00**	
Completion of API	$3,500.00	Upon completion*
Completion and implementation of Equipment Solution	$10,000.00	Upon completion*
Completion and implementation of Employment Module	$7,000.00	Upon completion*
Annual Rules Education Training custom module	$5,000.00	Upon completion*
Total Due upon Completion of Development Items	**$25,500.00**	
One Time Customization Fees		
Employment Module custom development (reflects $40,000 discount)	$10,000.00	Upon completion*
Equipment Module custom development (reflects $30,000 discount)	$10,000.00	Upon completion*
Comp Admissions Black List system build out	$5,000.00	Upon completion*
Two (2) additional Rules Education custom modules	$10,000.00	Upon completion*
Total One Time Customization Fees for Year 1	**$35,000.00**	
TOTAL ANNUAL BASE FEE: YEAR 1	$83,000.00	July 1, 2012
Premium solution Annual Fee for modules in development: YEAR 1	$25,500.00	Upon Completion*
TOTAL One Time Customization Fee: Year 1	$35,000.00	Upon Completion*
Total Amount Due Year 1	**$143,500.00**	
TOTAL ANNUAL BASE FEE: YEAR 2	$108,500.00	July 1, 2013
TOTAL ANNUAL BASE FEE: YEAR 3	$108,500.00	July 1, 2014

*See Timelines provided in the above statement of work to include anticipated dates of delivery. These dates are contingent upon items of requirement being met by BOTH parties per the agreed timeline.

**In the event that any development module is not completed by one year from the signing of the contract, the subscription fee for that module will not be due until the module is complete. Thirty days after completion, a pro-rated subscription will be due for that year.

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Client: The Ohio State University		JumpForward LLC
Signature:		Signature:
Printed Name: BEN JAY		Printed Name: Brad G. Niedermaier
Title: Sr. Assoc. Athletics Director The Ohio State University		Title: President
Date: 6/28/12		Date: July 1, 2012 (the "Effective Date")

Exhibit B

Acceptable Use Policy

Client agrees to adhere to and abide by such policies and procedures as are established and made available by JumpForward from time to time with regard to the Services and to cause its authorized users and other representatives to do likewise. Such policies and procedures may include, but are not necessarily be limited to, policies regarding the security of, and restrictions on access to, the Services.

In addition, Client shall not conduct or perform any of the following (collectively, the "Prohibited Activities"), or permit any other persons or entities to conduct or perform any of the Prohibited Activities, through or in connection with the Services or the use thereof:

(i)   send unsolicited commercial messages or communications ("SPAM") in any form;

(ii)   engage in any activities or actions that infringe or misappropriate the intellectual property or other proprietary rights of others (including, but not limited to, using any copyrighted materials of any third parties without appropriate permission, using any trademarks of any third parties without appropriate permission or attribution, and using or distributing information protected by any third party as a trade secret in violation of a duty of confidentiality);

(iii)   engage in any activities or actions that would violate the personal privacy rights of others (including, but not limited to, collecting and distributing information about any particular individuals without their respective permission), except as permitted by applicable law;

(iv)   send, post, or store, or permit the sending, posting, or storing, of harassing, abusive, threatening, libelous, or obscene materials or content or assist in any similar activities relating thereto;

(v)   knowingly or intentionally provide any third party with false or misleading information through use of the Services or knowingly or intentionally omit, delete, forge, or misrepresent transmission information (including email headers, email return addresses, and Internet protocol ("IP") addresses);

(vi)   engage in any activities or actions intended to withhold, cloak, or mask Client's or any of its end-users' or other representatives' identity or contact information;

(vii)   use the Services: (a) for any illegal purposes; (b) in violation of any applicable laws or regulations, of any applicable rules or bylaws of the National Collegiate Athletic Association ("NCAA") or any other applicable athletic governing body, or of any policies of JumpForward posted in the Services or on JumpForward's Web site; or (c) in such a manner as to materially and adversely affect or interfere with the use of the Services by others; or

(viii)   assist others in engaging, or permit others to engage, in any of the activities described above in this sentence.

Client agrees to notify JumpForward of, and to use Client's best efforts to stop, remedy, and mitigate the effects of, the performance or occurrence of any Prohibited Activities immediately upon becoming aware thereof (which efforts shall include, but shall not necessarily be limited to, if and as necessary, limiting or terminating any of Client's end-users' or other representatives' access to and use of the Services). Client agrees to defend, indemnify, and hold JumpForward and its Affiliates, and the respective officers, directors, employees, agents, and representatives of each of the foregoing, harmless from and against any claims, actions, and proceedings, and all associated loss, damage, liability, cost, and expense (including, but not limited to, reasonable attorneys' fees and any penalties and fines of any type), that arise out of or are related to any breach or violation of these Acceptable Use Standards. JumpForward reserves the right to suspend or terminate the provision of or access to the Services at any time without prior notice if JumpForward believes that Client or any of its end-users or other representatives have breached or are not in compliance with these Acceptable Use Standards or any other provisions of the Agreement.

NGEDOCS: 1605511.2

Exhibit C: JumpForward / Ohio State agreement
To be inserted in Section 1.e.

<u>Data Ownership</u>. All data generated by the Client within the JumpForward System is the exclusive property of the Client.

<u>Software Escrow</u>. JumpForward will enroll Client as a declared beneficiary in an Escrow agreement with a third party (Escrow Provider) to be selected by JumpForward. Client has the right to all source code and updates to reflect the current online system with regards to Program code, Product Documentation, Schema Documentation, and Source Code Documentation ("Escrow Deposit") for continuation of their previously contracted use. A release shall occur by Escrow Provider of Escrow Deposit if at least one of these conditions has been met (a) JumpForward requested that Escrow Provider release the Escrow Deposit to Client in writing; or (b) JumpForward takes any action that will cause both the dissolution of the corporate existence of JumpForward and the liquidation by JumpForward of its assets or (c) JumpForward files for bankruptcy or receivership or (d) JumpForward can no longer fulfill its obligations under this Agreement.

<u>Secure Protection and Handling of Data.</u>

1. <u>Network Security</u>. JumpForward agrees at all times to maintain network security that – at a minimum – includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. JumpForward also agrees to maintain network security that conforms to one of the following:
    a. Those standards that Client applies to its own network, as found at http://www.buckeyesecure.osu.edu;
    b. Current standards set forth and maintained by the National Institute of Standards and Technology, including those at:
        http://checklists.nist.gov/repository/1023.html and

        http://checklists.nist.gov/repository/; or

    c. Any generally recognized comparable standard that JumpForward then applies to its own network.

2. <u>Data Security</u>. JumpForward agrees to protect and maintain the security of data with protection that is at least good as or better than that maintained by Client. These security measures include maintaining secure environments that are patched and up to date with all appropriate security updates as designated, for example, by Microsoft notification.

3. <u>Data Transmission</u>. JumpForward agrees that any and all transmission or exchange of system application data with Client and/or any other parties expressly designated by Client – solely in accordance with Sub-Section 6 below – shall take place via secure means, e.g. HTTPS or FTPS.

4. <u>Data Storage</u>. JumpForward also agrees that any and all Client data will be stored, processed, and maintained solely on designated target servers and that no Client data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the JumpForward's designated backup and recovery processes.

{00174032-1}

5. <u>Data Encryption</u>. JumpForward agrees to store all Client Confidential Information (as defined in Section 6) at rest and Client backup data as part of the its designated backup and recovery processes in encrypted form, using no less than 128 bit key.

6. <u>Data Re-Use</u>. JumpForward agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in this Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of JumpForward. JumpForward further agrees that no Client data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by Client.

7. <u>End of Agreement Data Handling</u>. JumpForward also agrees that upon termination of this Agreement and upon written request from Client, it shall erase, destroy, and render unreadable all Client data according to the standards enumerated in D.O.D. 5015.2 and certify in writing that these actions have been complete within 30 days of the termination of this Agreement or within 7 days of the request of an agent of Client, whichever shall come first.

8. JumpForward agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification under applicable law ("Notification Event"), JumpForward agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend Client and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

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June 12, 2012

Doug Archie
Associate Athletic Director, Compliance
The Ohio State University
910 Fawcett Center
2400 Olentangy River Rd.
Columbus, OH 43210

Hello Doug,

Welcome to JumpForward! We are extremely excited at the opportunity to help increase the efficiency of your recruiting efforts and compliance efficiency. The enclosed documentation details the information needed to quickly get The Ohio State University athletic department up and running on JumpForward's coach and compliance solutions.

I will be acting as your Project Manager throughout the implementation process. Please review and fill out the attached forms. Below is a checklist of items needed to begin the implementation process, we will need these as soon as possible. I have also included tentative due dates to help facilitate the process.

Department Responsible	Item Name	Date Due
Compliance	University Data Colleges Form	6-18-12
Compliance	Coach, SID and Compliance User List Form	6-18-12
Compliance	SID Contact Info – Email Photos, Questionnaire Link	6-18-12
Coaches	Recruits	Completed
Coaches	Alumni, Campers and Family	7-2-12
Coaches + SID	Images/Logos for Branded Emails	7-2-12
Coaches + SID	Branded Email Requirements	7-2-12
Coaches	Coach Signature Sheet	7-2-12

Please spend a few minutes to review the materials, afterwards send me an email to schedule a brief **15 minute conference call** to discuss the implementation documents and process.

Thanks,

Nathan Noel
Director of Operations
JumpForward
Work: 312-784-2952

Jordan Heighway
Project Manager
JumpForward
Work: 312-878-2434

Nathan Maxcey
Project Manager
JumpForward
Work: 312-784-2948

PS: There is a lot of information needed which may seem a little overwhelming. If you have any questions or concerns please do not hesitate to call JumpForward 24/7 support line at 866-499-0564 or email support@jumpforward.com anytime during this process.

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Checklist for Compliance

1. **Complete Data Colleges Sheet**
   a. Please email to nathan.noel@jumpforward.com

2. **Coach and Admin User List:**
   a. Please use the attached excel spreadsheet titled *(School_Coach_User_Sheet) to fill in all of your coaches, administrators, and workers.*
   b. All users should be included on one list, not multiple sheets
   c. Email to nathan.noel@jumpforward.com

3. **Questionnaire:**
   a. JF will compile a list of the questionnaire links
   b. Please forward the questionnaire links to your SID. The JumpForward Prospective Student-Athlete Questionnaire can be embedded into your institutions website

4. **Compliance Forms:**
   a. Please send over your word document or PDF files for your:
      i. Pre-Unofficial Visit
      ii. Post-Official Visit
      iii. Unofficial Visit
      iv. Student-Athlete Institutional Forms
      v. Student-Athlete NCAA Forms

Checklist for Coaching Staff and/or Support Staff

5. **Data (In Excel Format Only):**
   a. If you were previously using a different coaching solution or excel spreadsheet please upload the excel spreadsheet at your earliest convenience.
   b. If you never kept a spreadsheet then we will train you on how to enter the data directly into the solution. This can include HS Coach Data, Current Roster Data, Compliance Data and Alumni Data / Other Contact Data (if applicable).
   c. **No trainings will be scheduled prior to receiving data.**
   d. We will need data a <u>minimum of five (5)</u> days in advance of the training session to give our database managers sufficient time to import the data.
   e. *Please be sure to include graduation year with all prospects.
   f. Please clean up the data and eliminate any duplicates before they upload the data to the provided link.
   g. PLEASE PRIORITIZE YOUR SPORTS IF NEEDED, OTHERWISE DATA WILL BE UPLOADED AS DATA IN THE ORDER IT IS RECEIVED.
   https://www.filesanywhere.com/Dropbox/db.aspx?v=896e648c5b6774bd9e6c

6. **Branded Emails:**
   a. All pictures can be uploaded to the below link.
   b. JumpForward will use these pictures to build your team's branded email. Please fill out the attached <u>Branded Email Requirements Guide</u> along with the <u>Coach Signature Sheet</u> and upload it to the link below.
   c. Also we need to know any sports that will need multiple templates due to team breakdown (i.e. M Swim, M Dive, W Swim, W Dive, Combo Swim, Combo Dive, Combo Swim/Dive).
   https://www.filesanywhere.com/Dropbox/db.aspx?v=896e648c5c5eadbd70aa

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Checklist for Technology Department (IT)

1) Upgrade all Smart phones to the newest compatible Operating System to insure best user experience.
2) Please have them check all staff computers and upgrade all web browsers to latest version MAKE SURE THAT JAVASCRIPT IS ENABLED before training is scheduled

JumpForward Operating System Feature Differences:

- Every Phone Platform is designed differently due to compatibility restrictions and OS Limitations.
- Note: iPhone intentionally restricts ALL Applications from accessing phone calls, text message and Email logs to conserve battery life. They are not planning to change their restrictive policies
- Note: The JumpForward App still tracks all outgoing phone calls made from the JumpForward application.

Feature	Blackberry	Android	Iphone
Incoming Caller ID	x	x	
Incoming Call Tracking	x	x	
Missed Call Short cut	x		
Incoming Text Tracking	x	x	
Incoming Text Shortcut	x		
Outgoing Call Tracking from outside App	x	x	
Outgoing Call tracking from inside App	x	x	x
Automatic Incoming Email Tracking	x		
Automatic Outgoing Email Tracking	x		

Recommended WEB BROWSERS for Jumpforward:

o According to market research, Mozilla Firefox (8.0) and Google Chrome (13.0) load web pages two times faster than any other web browser and are highly recommended by JumpForward's development team

	Browser Type	Min. Required Version	Current Version Available	NOTES About Browser
1.	Mozilla Firefox	4.0 or above	13.0	Preferred browser, very fast, similar look to Internet Explorer. Will fix most coach's complaints of old, slow computers. Ideal browser
2.	Google Chrome	10.0 or above	20.0	Very fast, works well with JumpForward. Coaches who love reports should use Firefox, Chrome does not have internal report printer. (must export report before printing
3.	Safari	5.0 or above	5.1.7	Not as fast and has compatibility issues with JF mass email. Recommend either browser above.
4.	Opera	10.0 or above	12.6	Works fine, not as fast as Firefox or Chrome
5.	Internet Explorer	8.0 or above	10.0	Slowest browser, version less than 8.0 will not work with JF due to use of JavaScript 5. MUST BE UPGRADED!

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MOBILE Operating System Versions:
o   JumpForward's preferred mobile platform is the Blackberry due to more coach friendly features offered over Droid and iPhone devices.

	Phone Type	Min. Required Version	Latest OS	Best Phones by Provider	Incompatible or poor performing phones
1.	Blackberry	Blackberry OS 5.0 or higher	7.0.1	**ATT** – Torch 9860 4G, Bold 9900 4G **Verizon** – Torch 2, Bold 9930 **Sprint** – Torch 9850, Bold 9930, Style **Other Providers** – Bold, Curve 5.0+	Any BB on OS 4.6 or less. BB type #8900 or less. Not enough memory to load recruit info. BB Pearl & BB Storm incompatible.
2.	Android	Android OS 2.1 or higher	4.0.1	**ATT** – Atrix, Infuse, Inspire, Thrill **Verizon** – RAZR, Incredible, Illusion, Rezound, Stratosphere, Charge **Sprint** – Conquer, EVO, Galaxy, Photon, Nexus S, Epic	All Android phones on OS 2.0 or less will not work with JF. Coaches must take phone to service provider to upgrade software.
3.	iPhone	Apple OS 3.1 & up	5.0.1	**ATT** – iPhone 4S, 4 or 3GS **Verizon** – iPhone 4S or 4 **Sprint** – iPhone 4S	iPhone 3G performs poorly due to small memory and slow processor.
4.	Windows Phone	Not Compatible	N/A	Not compatible. Windows phones have less than 5% of market.	No current plans to create App. until Market Share Increases
5.	Other/Non SmartPhones	Not Compatible	N/A	N/A	N/A