

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1606046
Vendor Name: Development Cubed Software Inc
Invoice Number: 13639Dupag
Invoice Date: 5/26/2021
PO Number:
Check Number: E0086406
Check Amount: \$ 4,614.15
Check Date: 09/29/2021
Voucher Number: V0700686
Document Type: AP Invoice

Document Below

College of DuPage - Accounts Payable

Check Request Form

revised 1/29/2021

This form may be used to request check payments **only for those items for which the issuance of a purchase order would not be appropriate**. Attach supporting documentation (e.g., invoice or agreement). Please refer to **Vendor Payment - Non-Purchase Order Procedure No. 10-65**

Date: 6/2/2021
Vendor ID: 1606046

Invoice Number	Fund	Func.	Dept.	Object	Object Descrip.	Amount
13639Dupag	01	30	12451	5309001	Other Contractual Services Exp	\$ 4,614.15
Grand Total						\$ 4,614.15

--- \$1,000 and Greater: Approval of Division Vice President Required ---

Check the appropriate box below and sign

- ☒ **We**, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have been provided in a satisfactory condition/manner. Consequently, payment is appropriate at this time.
- ☐ **We**, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have not yet been provided. The first approver indicated below will notify the Accounts Payable Office in writing when the goods/services have been delivered in a satisfactory condition/manner.

Payee Name: Development Cubed Software Inc

Payee Address: 303 W Joaquin Ave, Suite 230, San Leandro, CA 94577

Other Instructions:

Description on Check:

College of DuPage Marching Order Ceremony 5/21/21

Approvals:

Prepared By: Jelymar Mejia

Signature: Jelymar Mejia

Payment Due: 6/18/2021

Board Approved Date:

Approved By: Chuck Steele

Signature: Nathania Montes

Approved By Division VP: Lisa Stock

APPROVED
By Diana Del Rosario at 8:40 pm, Jun 30, 2021

Return Approved Request and All Supporting Documents to: Accounts Payable (SRC 2132 A), acctpay@cod.edu

**College of DuPage - Accounts Payable
Check Request Form**

Notes:

Processing a Check Request

To expedite the processing of a Check Request, or other non-purchase order disbursement, the requesting department should:

1. Verify that the vendor intake process has been completed by the Purchasing Department. Payment cannot be made to a vendor until this process has completed.
2. Complete and review this Check Request Form and confirm that all relevant supporting documentation is attached.
3. Ensure the payee information is complete and includes the vendor's Colleague ID number.
4. Ensure that the General Ledger Account number is included and correct.
5. Maintain a copy of the approved Check Request Form for department records.
6. Submit the completed Check Request Form to the Accounts Payable Department.

The Check Request Form will be returned to the Authorized Signer if the information is incomplete, not in compliance with College Policy, or if budget is not available.

Development Cubed Software, Inc.

303 West Joaquin Ave, Suite 230
San Leandro, CA 94577

*** Please Note Our New Mailing Address ***



INVOICE

Date : 05/26/2021
Invoice # : 13639Dupag
Ceremony Date : May 21, 2021
Account : College of DuPage
Contact : James Nocera

Service/Non-Service	Product Details	Qty	Unit Price	Total
Service	MarchingOrder Virtual Ceremony	1	\$ 1,995.00	\$ 1,995.00
Service	MarchingOrder Assistant	1	\$ 895.00	\$ 895.00
	Custom Website for Data Collection			
Service	SayItRight	1	\$ 295.00	\$ 295.00
	Access for Students to Record Name Pronunciation			
Non-Service	ProNounce (Name Recording)	505	\$ 0.60	\$ 303.00
	Recording of Graduate Names by Name Reader			
Non-Service	ProNounce (Processing)	505	\$ 2.23	\$ 1,126.15
	Processing of pre-recorded files (unit price varies based on file quantities)			
			Sub Total	\$ 4,614.15
			Tax	0
			Grand Total	\$ 4,614.15

MarchingOrder is a Trade Name of Development Cubed Software, Inc. Sales tax is only charged for physical goods sold within the state of California, but you may be responsible for a use tax in your state.

Total amount is due and payable Net 30 upon receipt. Any questions should be addressed to:
Development Cubed Software, Inc. | 303 West Joaquin Ave | Suite 230 | San Leandro, CA 94577
Phone: 215-435-5961 | Fax: 866-345-7982 | info@marchingorder.com

CONTRACT APPROVAL COVERSHEET

Contract Name: Marching Order for Virtual Commencement

Requesting Department: Student Life Date Initiated: 3/9/21

Contact Name: Shannon Hernandez Phone: 3054

Email Address: hernan@cod.edu

Vendor Name: Marching Order Phone: 916-778-8702

Vendor Contact: Emily Koop Email: emily@marchingorder.com

Total Contract: \$ 4962.50 Contract Dates: Start: 3/12/21

FY Budget \$ 5000.00 End: 3/21/21

Vendor 1: Name _____ Quote: \$ _____

Vendor 2: Name _____ Quote: \$ _____

Vendor 3: Name _____ Quote: \$ _____

Contract Purpose: Services for recording names and slides for the virtual Commencement Ceremony

Contract Type: ☐ Independent Contractor ☐ Service Agreement ☐ Lease
☐ Construction ☒ Other

Has the College contracted with this vendor in the past or is this a renewal or extension of a previously approved contract? ☒ Yes ☐ No (If YES, attach a copy of the relevant agreement.)

Are required support documents attached? (see page 2) ☒ Yes

I certify that I have read and understand the terms of this agreement and have appropriate authority to submit this agreement on behalf of my department. I further certify that the agreement is complete and includes all exhibits, attachments and pages.

Print

Requester: Shannon Hernandez

Budget Mgr.: Chuck Steele

Dept. Adm.: Nathania Montes

Sign & Date

Shannon Hernandez
Digitally signed by
Shannon Hernandez
Date: 2021.03.10
08:40:40 -0600

Chuck Steele
Digitally signed by
Chuck Steele
Date: 2021.03.10
08:40:40 -0600

Nathania Montes
Digitally signed by
Nathania Montes
Date: 2021.03.10
08:35:59 -0600

Submit to Procurement at purchasing@cod.edu.

Purchasing Dept. Use Only

Comments: **REVIEWED**

Approval Initials: **By Lisa Erl at 11:04 am, Mar 11, 2021**

CONTRACT APPROVAL COVER SHEET (Instructions)

Per Administrative Procedure 10-60, all contracts entered into on behalf of the College of DuPage must be signed by the Vice President, Administration. This form must be completed in full and submitted with all contracts that require a signature at least three (3) weeks prior to the contract start date.

Submit the contract, along with this form and all required support documents as outlined below, to Procurement. Procurement will review all documents, and, if appropriate, will forward to the Vice President, Administration for signature. Contracts submitted without complete documentation will be returned to the requester.

Required support documentation: (Select only one)

- ☒ 1. Contract value less than \$5,000: Contract Purpose section should indicate action taken to confirm best price.
- ☐ 2. Contract value between \$5,000 and \$14,999: minimum of three (3) verbal quotes must be documented (vendor name and quoted amount) on this form or an attached sheet.
- ☐ 3. Contract value between \$15,000 and \$24,999: minimum of three (3) written quotes must be attached.
- ☐ 4. Contract value of \$25,000 or greater: bid results (bid tabulation or RFP evaluation matrix), Board Report, and confirmation of Board approval (meeting minutes or Cabinet confirmation).
- ☐ 5. Contracts submitted as sole source: full justification of sole source and letter from the vendor confirming they are the only source of the product/service.

- *If vendor will be providing a service on campus, a Certificate of Insurance listing the College as an additional insured, accompanied by an endorsement page is required. For additional information contact Risk Manager.*
- *If computer equipment and/or software is being procured, a completed Computer Equipment/Software form (IT Review) must be included.*

Upon signature by the Vice President, Administration, the original contract will be returned to the requester and a copy will be sent to the Procurement Department at purchasingforms@cod.edu for inclusion in the College's contract database. If a vendor/contractor signature is still required after signature by the Vice President, Administration, it is the responsibility of the requester to obtain the remaining signature(s) and forward a copy of the fully executed contract to Procurement at purchasingforms@cod.edu for inclusion in the College's contract database.

This approval cover sheet, and supporting documents, must be submitted at least three (3) weeks prior to the contract start date.

A copy of the signed contract, along with all required support documents, must be attached to the requisition when initiated.

Development Cubed Software, Inc.

303 West Joaquin Ave, Suite 230
San Leandro, CA 94577

*** Please Note Our New Mailing Address ***



ESTIMATE

Date : 02/19/2021
Estimate # : Est13639
Ceremony Date : May 21, 2021
Account : College of DuPage
Contact : James Nocera

Service/Non-Service	Product Details	Qty	Unit Price	Total
Service	MarchingOrder Virtual Ceremony	1	\$ 1,995.00	\$ 1,995.00
Service	MarchingOrder Assistant	1	\$ 895.00	\$ 895.00
	Custom Website for Data Collection			
Service	SayItRight	1	\$ 295.00	\$ 295.00
	Access for Students to Record Name Pronunciation			
Non-Service	ProNounce (Name Recording)	750	\$ 0.60	\$ 450.00
	Recording of Graduate Names by Name Reader			
Non-Service	ProNounce (Processing)	750	\$ 1.77	\$ 1,327.50
	Processing of pre-recorded files (unit price varies based on file quantities)			
			Sub Total	\$ 4,962.50
			Tax	\$ 0.00
			Grand Total	\$ 4,962.50

MarchingOrder is a Trade Name of Development Cubed Software, Inc. Sales tax is only charged for physical goods sold within the state of California, but you may be responsible for a use tax in your state.

Total amount is due and payable Net 30 upon receipt. Any questions should be addressed to:
Development Cubed Software, Inc. | 303 West Joaquin Ave | Suite 230 | San Leandro, CA 94577
Phone: 215-435-5961 | Fax: 866-345-7982 | info@marchingorder.com



TECHNOLOGY SERVICES PROVISION AGREEMENT

This Technology Services Provision Agreement (this “Agreement”), dated as of March 1, 2021 (the “Effective Date”), is by and between Development Cubed Software, Inc., a California corporation (“Service Provider”), and College of Dupage, a not-for-profit corporation (“Client”, and together with Service Provider, the “Parties”).

WHEREAS, Service Provider is in the business of developing, implementing and operating the MarchingOrder Graduation Software Solution, a suite of products and services designed to facilitate and enhance commencement ceremonies and other events at educational institutions (the “Product”).

WHEREAS, Client is an educational institution desiring to use the Product to facilitate and enhance graduation ceremonies sponsored by Client; and

WHEREAS, Client desires to engage Service Provider, and Service Provider accepts such engagement, to provide Client with limited use of the Product in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties, intending to be legally bound, agree as follows:

1. SERVICES AND COMPENSATION.

1.1 **Engagement.** Client hereby engages Service Provider to provide the Product at One (1) virtual commencement ceremony (each, a “Ceremony”) during each calendar year for the duration of the Term (as defined below). Service Provider will use its commercially reasonable efforts to provide the Product at additional ceremonies if Client so requests in writing. Service Provider’s provision of the Product includes:

- (a) **IT Services.** Service Provider shall provide information technology services and infrastructure, including assistance with the installation and maintenance of multimedia and computer equipment, related to the Product. Service Provider shall also provide such technical support and maintenance for the Product as Client reasonably requests.
- (b) **Web Hosting and Maintenance.** Service Provider shall provide Client with Web hosting and maintenance services for the Product. Service Provider reserves the right to use any graphic materials generated for Client, including templates and Web Site formatting, but excluding student or school data that would violate any privacy laws, for future promotional purposes.
- (c) **Additional Services.** Service Provider shall provide Client with such other



services related to the Product as agreed to by the Parties, at such price and on such terms as agreed to by the Parties.

1.2 Fees. In consideration for providing the Product, Client shall:

- (a) pay Service Provider the amounts as reflected on the attached estimate (Attached).

Service Provider shall invoice Client for the fees and expenses due in accordance with this Section 1.2 and the invoice shall be due and payable within ~~thirty (30)~~ sixty (60) days of the issued invoice. Any invoiced but unpaid fees and expenses shall accrue interest at a rate of 1% per month ~~8% per annum, compounded monthly~~. Client agrees to reimburse Service Provider for the reasonable costs and expenses (including legal costs and expenses) incurred in connection with collecting any due but unpaid Fees.

1.3 Cancellation Policy

If your event has been cancelled or postponed, please contact your MarchingOrder client representative immediately. Cancellation fees vary based on the date MarchingOrder is informed in relation to the first day of a client's upcoming event:

- If MarchingOrder is informed 60+ days prior to the first day of the upcoming event, Client will not be charged for unutilized services.
- If MarchingOrder is informed 30-59 days prior to the first day of the upcoming event, Client will be responsible for 50% of the cost of estimated services.
- If MarchingOrder is informed 15 – 29 days prior to the first day of the upcoming event, Client will be responsible for 75% of the cost of estimated services
- If MarchingOrder is informed less than 15 days prior to the first day of the upcoming event, estimated services will be charged at full price.

Extenuating circumstances that may affect the final cost of a cancelled event:

- Services that have already been utilized will be charged at full price. This includes, but is not limited to:
 - A RSVP or ticketing website that is open to graduates
 - Recordings, audio processing, or printing that is in progress
 - Confirmed ticketing iPad rentals may be subject to charges depending on the date of cancellation
- If an event is postponed and executed within 3 months from the original date, and MarchingOrder services are used in the same capacity at the make-up date, cancellation fees will not be applied to the original event.



2. INTELLECTUAL PROPERTY.

- 2.1 Intellectual Property Protection. The Product is protected by copyright, trademark, service mark, international treaties and other proprietary rights and laws of the United States and other countries. Client agrees to abide by all applicable intellectual property and other laws, as well as any additional copyright notices or restrictions contained in the Product. The trademarks, service marks, graphics and logos used in connection with the Product are trademarks or registered trademarks of, or are proprietary to, Service Provider, with the exception of any trademarks, service marks, graphics and logos provided by Client for use in the Product, for which a limited license is granted to Service Provider for its use in connection with the terms of this Agreement. Client agrees not to reverse engineer, decompress or disassemble any intellectual property or other Confidential Information of Service Provider.
- 2.2 License. Other than the limited right to use the Product during a Ceremony, Client acquires absolutely no rights or licenses in or to the Product or any other information available on Service Provider's website and/or through the Product, including, but not limited to text, images, photographs, illustrations, multimedia, charts, indexes, reports, studies, data, other posted materials and/or any attachments thereto.
- 2.3 Reservation of Rights. All present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, know-how and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including improvements thereto and rights in and to all applications and registrations relating to the Product (the "Intellectual Property Rights") shall at all times be and remain the sole and exclusive property of Service Provider. All present and future rights in and title to the Product (including the right to exploit the Product and any portions of the Product over any present or future technology) are reserved to Service Provider for its sole and exclusive use. Except as specifically permitted herein, Client shall not use Service Provider's Intellectual Property Rights or the Product, or the names of any individual participant in, or contributor to, the Product, or any variations or derivatives thereof, for any purpose. All Intellectual Property Rights created as a result of Service Provider providing the Product shall for all purposes belong to Service Provider.
- 2.4 Continuing Obligations. The provisions of this Section 2 shall survive termination of this Agreement.



3. TERM.

The term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2021. Notwithstanding the foregoing, Section 2, Section 5 shall survive the termination or expiration of this Agreement indefinitely and Section 8 shall survive the termination or expiration of this Agreement through the fifth anniversary of the Effective Date.

4. SEPARATE IDENTITY; INDEPENDENT CONTRACTOR RELATIONSHIP.

4.1 Separate Identity. The Parties desire to remain at all times separate persons. Toward that end, all business records, reports and files and all other information, in whatever medium, prepared or maintained by Service Provider for Client shall remain the sole and exclusive property of Client and Client shall be entitled to the return of all such items at any time promptly following Client's written request. All of Client's funds, accounts receivable and other property shall at all times be clearly and distinctly maintained as Client's separate and distinct property and shall not be combined or commingled with the property of Service Provider. Neither Party shall have any authority hereunder to enter into contracts on behalf of or otherwise to legally bind the other Party.

4.2 Independent Contractor Relationship. The Parties acknowledge and agree that Service Provider's relationship with Client is that of an independent contractor. Client shall have no authority over Service Provider's internal business affairs and decisions. Service Provider shall have no authority to act on behalf of Client other than as required to deliver the Product, and Service Provider shall not hold itself out as having any such authority. This Agreement shall not be construed as creating a partnership or joint venture between the Parties.

5. CONFIDENTIALITY.

5.1 Confidential Information. The Parties agree to hold the other Party's Confidential Information in strict confidence, to use it only for purposes of the Product, to protect it with the degree of care with which it protects its own Confidential Information (but not less than a reasonable degree of care) and to take all reasonable and necessary steps to

ensure that such Confidential Information is not disclosed or distributed by its employees or agents in violation of this Agreement. Each Party's Confidential Information shall remain its sole and exclusive property, and each party expressly agrees to include, maintain, reproduce and perpetuate all notices or markings on all copies of all media comprising such other Party's Confidential Information in the manner in which such notices or markings appear on such media or in the manner in which either Party may otherwise reasonably request.



“Confidential Information” means all confidential or proprietary information of a Party in any medium, including knowledge and information not generally known in the industry which provides a competitive advantage, including, without limitation, technology, computer programs, research and development programs, formulas, know-how, forecasts, sales and marketing methods, financing sources, customer and mailing lists, customer usages and requirements, financial information and all other confidential information, trade secrets and data. Confidential Information includes, but is not limited to, the Product’s source codes and all derivative works based thereon and all trade secrets related thereto, irrespective of whether such source codes, derivative works and trade secrets have been copyrighted. Neither Party shall have any obligation with respect to Confidential Information which:

- (a) is or becomes generally available to the public by any means other than a breach of this Agreement or the legal or contractual obligations of a receiving Party;
- (b) was already in the possession of the receiving Party prior to the date of this Agreement; or
- (c) is independently acquired or developed by either Party without reference to any Confidential Information of the other Party.

5.2 Subpoena; Court Order; Other Legal Requirement. If a court of competent jurisdiction or any other governmental agency serves either Party with a subpoena or order or other compulsory instrument to disclose Confidential Information, the fact that Confidential Information has been made available to the receiving Party, or any of the terms of this Agreement, the receiving Party will: (a) provide the other Party with prompt written notice of the existence, terms, and circumstances surrounding such request or requirement; (b) consult with the other Party on the advisability of taking steps to resist or narrow that request; (c) if disclosure of Confidential Information is required, furnish only such portion of the Confidential Information as that Party’s counsel advises in writing that such Receiving Party is legally required to disclose; and (d) cooperate with the other Party in its efforts to obtain an order excusing the Confidential Information from disclosure, or an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is required to be disclosed.

5.3 Continuing Obligations. The provisions of this Section 5 shall survive termination of this Agreement.

6. **EQUITABLE RELIEF.**

Each Party acknowledges that the provisions and restrictions contained in Section 2, Section 5 and Section 8 of this Agreement are necessary to protect the legitimate continuing interests of Client and Service Provider and that any breach or threatened



breach thereof may result in irreparable injury and damage to the other Party. Accordingly, each Party hereby agrees that, in the event of such breach or threatened breach, the other Party is entitled to seek equitable relief in addition to any other remedies available at law or in equity.

7. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES.

7.1 Service Provider represents and warrants that Service Provider will provide the Services in a workmanlike and professional manner. Service Provider shall use reasonable efforts to provide the Product with substantially the same degree of care as it employs in making the same Product available for its other Clients; provided, however that Service Provider shall not be liable to Client or any other person for any loss, damage, or expense which may result therefrom or from any change in the manner in which Service Provider renders such Services, so long as Service Provider deems such change to be necessary or desirable to the conduct of its own operations.

7.2 THE PRODUCT IS PROVIDED "AS IS", WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND, EXCEPT AS OTHERWISE PROVIDED HEREIN. SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE ACCURACY OR NATURE OF THE CONTENTS OF THE PRODUCT, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT EXPRESSLY AGREES AND ACKNOWLEDGES THAT USE OF THE PRODUCT HEREUNDER IS AT CLIENT'S SOLE RISK. SERVICE PROVIDER DOES NOT WARRANT THAT THE PRODUCT WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PRODUCT WILL BE CORRECTED.

7.3 IN NO EVENT SHALL SERVICE PROVIDER OR ANY OF ITS STOCKHOLDERS, OFFICERS, DIRECTORS OR AGENTS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE PRODUCT, OR SERVICE PROVIDER'S PERFORMANCE UNDER THIS AGREEMENT, OR USE OF OR INABILITY TO USE THE PRODUCT, OR FOR ANY CLAIM BY ANY

OTHER PARTY, EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.



8 NON-COMPETITION AND NON-SOLICITATION

- 8.1 In consideration of the mutual covenants provided for herein and as a material inducement to Service Provider to enter into this Agreement, during the period beginning on the Effective Date and ending on the fifth anniversary of the Effective Date, Client shall not, and shall cause each of its affiliates not to, engage (whether as an owner, operator, manager, managing member, employee, officer, director, consultant, advisor, sponsor financing party, representative or otherwise), directly or indirectly, in any business that is competitive with the Business. "Business" shall mean the development, sale, licensing, implementation or operation of software products and services for profit designed to facilitate and enhance commencement ceremonies and similar events at educational institutions. The Parties expressly acknowledge and agree that each and every restriction imposed by this Section 8.1 is reasonable in scope.

Nothing in this Section 8.1 is intended to restrict Client from contracting with another company for the provision of the services enumerated in this Agreement.

- 8.2 Continuing Obligations. The provisions of this Section 8 shall survive termination of this Agreement.

9. MISCELLANEOUS

- 9.1 Force Majeure. Neither Party shall be in breach of this Agreement or liable to the other Party for any delay or default in performance where occasioned by any cause of any kind or extent beyond its control, including but not limited to, armed conflict or economic dislocation resulting therefrom; embargoes; shortages of labor, raw materials, production facilities or transportation; labor difficulties or strikes; civil disorders of any kind; action of any civil or military authorities (including priorities and allocations); fires, floods or other weather-related causes; telecommunications failures; Internet slow-downs; and accidents. The dates on which the obligations of a Party are to be fulfilled shall be extended for a period equal to the time lost by reason of any delay arising directly or indirectly from any of the foregoing causes or from the inability of that Party, as a result of causes beyond its reasonable control, to obtain instruction or information from the other Party in time to perform its obligations.

- 9.2 Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof is held by a court of competent jurisdiction to be prohibited or invalid, such prohibition or invalidity shall not affect the remaining provisions of this Agreement. In the event a court of competent jurisdiction shall determine and hold that the covenants contained herein are invalid or unenforceable for any reason, the Parties hereby request



that such court reform the provisions hereof in a manner to cause the covenants contained herein to be enforceable as closely as possible to the way in which originally written.

- 9.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and all of which shall together constitute a single instrument.
- 9.4 Further Assurances. The Parties hereby agree to execute such other documents and perform such other acts as may be reasonably necessary or desirable to carry out the purposes of this Agreement.
- 9.5 Binding Effect. This Agreement shall bind and inure to the benefit of the Parties, and their respective successors, heirs and permitted assigns.
- 9.6 Governing Law. This Agreement and the obligations of the Parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Illinois.
- 9.7 Assignment. This Agreement shall not be assigned (other than by operation of law) in whole or in part by Service Provider or Client without the other Party's prior written consent, and any attempted assignment without such consent shall be void; provided, however, that Service Provider may assign this Agreement to any third party acquiring all, or substantially all, of its assets. For the avoidance of doubt, a change of control of Service Provider shall not be deemed to be an assignment for purposes of this Agreement.
- 9.8 Survival. The provisions of this Agreement which by their terms survive any termination of this Agreement (including Section 2, Section 7 and Section 8), or which require action subsequent to termination of this Agreement, shall survive the termination of this Agreement.

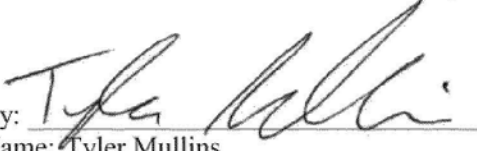
[SIGNATURE PAGES FOLLOW]



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

SERVICE PROVIDER:

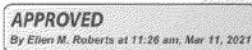
DEVELOPMENT CUBED SOFTWARE, INC

By: 
Name: Tyler Mullins
Title: President

CLIENT:

COLLEGE OF DUPAGE

By: Ellen M. Roberts
Name: Ellen M. Roberts
Title: Interim Vice President, Administrative Affairs
Date: 3.11.2021



[External] Re: Marching Orders Agreement - revisions requested



Fernann Yozviak <fernann@marchingorder.com>

Reply all | ▾

Mon 3/8/2021 8:59 PM

To: Hiar, Jennifer; Denise Kelley <denise@marchingorder.com>

Cc: MarchingOrder Customer Relations <info@marchingorder.com>; Emily Koop <emily@marchingorder.com> ✉

Inbox

To help protect your privacy, some content in this message has been blocked. To re-enable the blocked features, [click here](#).

To always show content from this sender, [click here](#).

Label: Inbox Retention - 1 year (1 year) Expires: 3/8/2022 8:59 PM



Report Suspicious Mail

CAUTION: This email originated from outside of COD's system. Do not click links, open attachments, or respond with sensitive information unless you recognize the sender and know the content is safe.

Jen,

Answers to your questions are below:

To summarize, we request the following revisions to your agreement (revisions are in red in the attached document):

- **Page 2 - terms to 60 days / 1.0% per annum - If this is ok, can you send me an email confirming this revision?**

You are welcome to make this edit. It will be accepted.

- **Also will we be downloading software to our network or servers for your services? - If there's no downloading necessary can you also document this in your email back to me?**

The MarchingOrder director software is a localized download to the desktop of the laptop using the software. It is not networked or server connected.

[Book a Meeting with Fernann](#)

Fernann Yozviak

Vice President of Sales and Marketing

850-570-0277 | fernann@marchingorder.com



On Mon, Mar 8, 2021 at 5:07 PM Emily Koop <emily@marchingorder.com> wrote:

Hi friends :-)

College of DuPage sent over these revision requests to their contract. Let me know if I can assist in any way.

Thank you!

Emily Koop

Client Success Manager

916-778-8702 | emily@marchingorder.com



----- Forwarded message -----

From: Hiar, Jennifer <hiarj@cod.edu>

Date: Fri, Mar 5, 2021 at 6:28 AM

Subject: Marching Orders Agreement - revisions requested

To: emily@marchingorder.com <emily@marchingorder.com>

Cc: Steele, Chuck <steelec@cod.edu>, Nocera, James <nocera@cod.edu>

Hi Emily,

I am assisting Jim Nocera in Multimedia Services in the process of getting a PO released for your services for commencement.

I had our Purchasing Department take a look at the Marching Order agreement and below is their comments in the email chain.

To summarize, we request the following revisions to your agreement (revisions are in red in the attached document):

- Page 2 - terms to 60 days / 1.0% per annum - If this is ok, can you send me an email confirming this revision?
- Also will we be downloading software to our network or servers for your services? - If there's no downloading necessary can you also document this in your email back to me?

Thank you and please let me know if you have any questions.

Jen Hiar
Administrative Assistant

College of DuPage
Multimedia Services – CHC2023
425 Fawell Blvd.
Glen Ellyn, IL 60137

hiarj@cod.edu
630-942-3299 Office
331-481-1266 Cell

From: Erl, Lisa
Sent: Thursday, March 4, 2021 5:08 PM
To: Hiar, Jennifer
Subject: RE: Marching Orders Agreement - can you review?

Hi Jen –

Those are the only two items I see as needing to be revised and I have attached a revised contract here. These revisions are in accordance with the Local Government Prompt Payment Act. Please ask the vendor if they are able to comply with this Act. If they are, they may send a revised agreement. If they are not, please send me their correspondence indicating this.

If there is going to be anything downloaded to our network/servers, an IT Review form will need to be completed and submitted with the contract cover sheet and the attached contract.

Please let me know if you have any other questions.

Thank you,

Lisa

Lisa G. Erl
Administrative Assistant, Business Services

Glen Ellyn, IL 60137
630-942-2232
erl630@cod.edu

From: Hiar, Jennifer <hiarj@cod.edu>
Sent: Wednesday, March 3, 2021 10:57 AM
To: Erl, Lisa <erl630@cod.edu>
Subject: Marching Orders Agreement - can you review?

Hi Lisa,

I am assisting with a contract for the company, Marching Orders.

Marching Orders is a company that offers a site during commencement students can upload their pictures - add a comment virtually, etc. and enhance the commencement ceremony

I was wondering if you could review this attached document before the contract approval form gets sent to Purchasing. There might be some items here that I am not aware that need to be requested to be revised.

Here's what I would request to have changed (highlighted in yellow):

Page 2 - terms to 60 days / 1.0% per annum

But would there be other items in this doc that could need revising?

I thought if I had your consultation first, then I could request revisions from the vendor that unbeknownst to me, I would need up front.

Thanks.

Jen Hiar
Administrative Assistant

College of DuPage
Multimedia Services – CHC2023

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hiarj@cod.edu

630-942-3299 Office

331-481-1266 Cell

"Hernandez, Shannon" <hernan@cod.edu>

Cubed Development - PO# 0000518

"Hernandez, Shannon" <hernan@cod.edu>

Wed, Sep 1, 2021 at 12:45 PM GMT

CC:

BCC:

1 attachment

Marching Order 2021 PO# P0000518 .pdf