



ORDER FORM

August 7, 2024

This Order Form ("**Order Form**") is effective of MONTH DAY, YEAR (the "**Effective Date**") by and between StreamLink Software Inc. dba AmpliFund, a Delaware corporation ("**AmpliFund**") and the customer listed below ("**Customer**"). As used herein, "**Agreement**" shall mean this Order Form together with the attached Terms & Conditions. Any capitalized terms used but not defined in this Order Form will have the meaning set forth in the Terms & Conditions.

AmpliFund Lifecycle provides a straightforward, purpose-built solution to conduct opportunity research, track deadlines, centralize information, and monitor budgetary grant progress across the lifecycle of a grant, as well as create and publish applications, collect application responses, review and score submissions, and capture allocations against available funding. AmpliFund reserves the right to audit usage and revise access levels as needed.

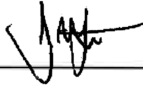
SERVICES		FEES	
AmpliFund Lifecycle Advanced for Managing \$10M in Annual Grant Revenue		Year 1 Subscription	\$22,500.00
Basic Implementation Package See Exhibit A for Statement of Work The one-time implementation fee includes up to a total of 160 hours. An additional \$175 per hour rate applies if extra work is needed outside the scope defined in the Statement of Work and implementation package outlined in Exhibit A.		One-Time Implementation Fee	\$26,400.00
		First Year Total:	\$48,900.00
		Total Contract Cost:	\$48,900.00
TERM			
This Agreement commences on the Effective Date and continues for an initial term of twelve (12) months (the "Initial Term").			
CONTACT INFORMATION FOR NOTICES AND INVOICES			
StreamLink Software Inc. dba AmpliFund 812 Huron Road East, Suite 550, Cleveland, Ohio 44115 Email: cbrown@amplifund.com Attn: Correen Brown		Village of Oak Park 123 Madison St. Oak Park, IL 60302 Email: jburch@oak-park.us Attn: Jonathan Burch	

**TAX INFORMATION**

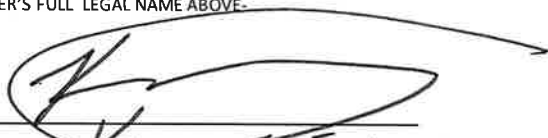
Tax ID:

Is this purchase tax exempt? ☒ Yes ☐ No. If "Yes", please include your tax-exempt form for our records. If the tax-exempt form is not included AmpliFund will charge applicable sales tax.

This Agreement is executed by duly authorized representatives of the Parties and is effective as of the Effective Date.

STREAMLINK SOFTWARE INC.**dba AMPLIFUND**By: Name: Scott M. SmithTitle: CEODate: August 7, 2024**Village of Oak Park, IL**

-INSERT CUSTOMER'S FULL LEGAL NAME ABOVE-

By: Name: Kevin J. JacksonTitle: Village ManagerDate: July 31, 2024**REVIEWED AND APPROVED
ASTO FORM****JUL 30 2024**
LAW DEPARTMENT



TERMS AND CONDITIONS

StreamLink Software Inc. dba AmpliFund, a Delaware corporation ("**AmpliFund**"), a software-as-a-service grant management platform ("**Platform**"), allows users to obtain and manage federal and other sources of grant funding (collectively, "**Grants**"). These Terms and Conditions, together with the Order Form (collectively, the "**Agreement**"), governs the relationship whereby AmpliFund will (i) grant Customer access to the Platform; and (ii) provide the support services set forth on **Exhibit A** attached hereto (with the Platform, the "**Services**"). To the extent that any conflict arises between these Terms and Conditions and an Order Form, these Terms and Conditions shall control unless specifically stated otherwise in the Order Form. AmpliFund and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**." Accordingly, the Parties agree as follows:

1. Access and Use.

- a. **Platform Access.** Subject to and conditioned on Customer's payment of Fees (defined below) and compliance with all other terms and conditions of this Agreement, AmpliFund hereby grants to Customer during the Term (defined below) a non-exclusive, non-transferable, non-sublicensable license to allow its Authorized Users to access and use the Platform solely for Customer's internal management of Grants. "**Authorized Users**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder. Customer acknowledges and agrees that it is responsible for the use or misuse of the Services by Authorized Users, and a breach by any Authorized User of any term of this Agreement will be deemed a breach by Customer of this Agreement.
- b. **Restrictions.** Customer may not: (i) copy, modify, translate, or create derivative works of the Platform; (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Platform; (iii) lend, lease, offer for sale, sell or otherwise use the Platform for the benefit of any third party; (iv) attempt to disrupt the integrity or performance of the Platform; (v) attempt to gain unauthorized access to the Platform or its related systems or networks; or (vi) use the Platform in a manner that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, rule or regulation.
- c. **Reservation of Rights.** Except for the rights granted to Customer in Section 1(a) above and Customer's rights to Data (defined below), as between the Parties, AmpliFund retains all right, title and interest, including all intellectual property rights, in and to the Platform (including all updates thereto ("**Updates**") and Diagnostic Data (defined below). All rights that AmpliFund does not expressly grant to Customer in this Section 1 are reserved. Except for the limited access rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Platform.
- d. **Customer Data.** As between the Parties, Customer owns all data, information and other materials submitted to the Platform by Customer or Authorized Users (collectively, "**Customer Data**"). Customer hereby grants to AmpliFund a non-exclusive and non-transferable (except under Section 10) license to use and host the Customer Data to provide the Services. Customer

represents and warrants to AmpliFund that: (i) it owns or otherwise has sufficient rights to the Customer Data to grant the license in this Section 1.d.; and (ii) no Customer Data submitted to the Platform does or will violate the privacy, intellectual property or other rights of any person or entity or any applicable laws, rules or regulations.

- e. Diagnostic Data. Notwithstanding anything to the contrary in this Agreement, AmpliFund may monitor Customer's use of the Services and collect and compile Diagnostic Data. "Diagnostic Data" means all aggregated and de-identified information that AmpliFund's systems or applications automatically collect regarding use of the Platform and its performance. As between AmpliFund and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by AmpliFund. Customer acknowledges that AmpliFund may compile Diagnostic Data based on Customer Data input into the Services, and use such Diagnostic Data to the extent and in the manner permitted under applicable law; provided that such Diagnostic Data does not identify Customer or Customer's Confidential Information.
2. Professional Services. AmpliFund will provide the support services set forth on Exhibit A. Pursuant to the terms of this Agreement, and from time to time during the term of this Agreement, AmpliFund may provide Customer with additional professional services as specified in Statement(s) of Work ("SOW") to this Agreement. Each SOW is incorporated into this Agreement by reference and will include a description of the services to be provided by AmpliFund, a proposed timeline or term, and the fees payable to AmpliFund for the services. To the extent that any conflict arises between this Agreement and a SOW, this Agreement shall control. The parties acknowledge and agree that until a SOW is executed by the parties, AmpliFund is not required to provide any additional professional services hereunder by virtue of this Agreement alone. Customer agrees to provide good-faith cooperation to enable AmpliFund to perform the services described in the SOW in a timely and efficient manner, including providing access to necessary personnel, making decisions, giving approvals, and communicating information in a timely manner, and, where services are to be performed at a Customer location, providing security access, office accommodations and supplies, and access to necessary facilities, equipment, and telecommunications resources.
3. AmpliFund's Obligations. AmpliFund will use commercially reasonable efforts to make the Platform available at all times, except for planned downtime and any unavailability caused by Force Majeure Events (defined below). AmpliFund will maintain commercially reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Data, including by use of a commercially reasonable hosting provider. As of the Effective Date, AmpliFund's hosting provider is Microsoft Azure.
4. Payment Terms.
 - a. Fees. Customer will pay AmpliFund the fees as detailed on the Order Form or SOW, as applicable (the "Fees"). Subscription Fees and Implementation Fees are due upon execution of the Agreement prior to the commencement of the use of the Platform or support services, as applicable. All Fees are non-cancellable and non-refundable unless due to the negligent actions or omissions of AmpliFund resulting in a material breach under Section 6.b of this Agreement.
 - b. Taxes. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any

applicable taxing authorities (collectively, "**Taxes**"). Customer is responsible for all Taxes associated with its receipt of the Services (except for any Taxes assessable against AmpliFund based on its net income). If Customer is exempt from state and local government taxes, then Customer represents and warrants it has provided evidence of such exemption to AmpliFund prior to the Effective Date.

5. Confidential Information.

- a. Definition. As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), that is marked in writing as "confidential" or by a similar designation. For clarity, the Confidential Information of AmpliFund includes the AmpliFund technology underlying the Platform and any related non-public specifications, documentation or technical information that AmpliFund makes available to Customer. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.
- b. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). The Receiving Party may only use the Disclosing Party's Confidential Information to perform its obligations or exercise its rights under this Agreement. Except as expressly authorized by the Disclosing Party in writing, the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors or agents who need such access to perform obligations under this Agreement and who agree to abide by the terms set forth in this Section 5. Neither Party will disclose the terms of this Agreement to any third party (except for its affiliates and their legal counsel and accountants) without the other Party's prior written consent.
- c. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6. Term and Termination.

- a. Term. This Agreement commences on the Effective Date and continues for the Term set forth on the Order Form.
- b. Termination. Either Party may terminate this Agreement upon 30 days' prior written notice if the other Party is in material breach of this Agreement and the breaching Party fails to remedy the breach within the 30-day notice period (except for a breach of payment obligations, in which case the cure period shall be 5 days). Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or

involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. AmpliFund may terminate this Agreement, effective on written notice to Customer, if Customer breaches any of its obligations under Section 1.b.

- c. Effect of Termination. Upon expiration or termination of this Agreement, the licenses and/or access rights, as applicable, granted by each Party will automatically terminate and all outstanding Fees owed pursuant to Section 4 will become immediately due and payable. Sections 1.b, 1.c, 4, 5, 6.c, 7, 8, 10 and all defined terms used in those Sections will survive any expiration or termination of this Agreement. In the event of a termination for material breach by AmpliFund under Section 6.b of this Agreement, the Customer shall be entitled to a pro-rata refund of prepaid Fees to date and be relieved from any further obligation for payment under this Agreement.
 - d. Fee Increases. Following the Initial Term, should Customer elect to renew or extend the Agreement, any annual increase to Subscription Fees will not exceed the higher of four percent (4%) or the then current Gross Domestic Purchases Price Index as calculated by the U.S. Bureau of Economic Analysis.
7. Representations and Warranties.
- a. Warranties. Each Party represents and warrants to the other that: (i) it has the right, power and authority to enter into this Agreement and to perform all of its obligations hereunder; (ii) the execution of this Agreement by its representative has been duly authorized by all necessary organizational action of the Party; and (iii) when executed and delivered, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
 - b. Warranty Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES IN THIS SECTION, AMPLIFUND (I) MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, AND (II) DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, INCLUDING ANY LOCAL JURISDICTIONAL ANALOGUES TO THE FOREGOING. AMPLIFUND MAKES NO WARRANTY OF ANY KIND THAT THE PLATFORM, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE ERROR FREE.
8. Limitations on Liability. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS DESCRIBED IN SECTION 9 BELOW, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, (A) IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE TO AMPLIFUND DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM; AND (B) IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT,



INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, DATA OR OTHER BUSINESS OPPORTUNITIES), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

9. **Indemnification.** If a claim by a third party (a "**Third Party Claim**") is asserted against Customer alleging that the Platform infringes such third party's intellectual property rights ("**Infringement Claim**"), then AmpliFund will indemnify and defend Customer from the Infringement Claim and hold Customer harmless from any damages finally awarded or settlements entered into with respect to the Infringement Claim, provided that Customer promptly notifies AmpliFund in writing of the claim, cooperates with AmpliFund, and allows AmpliFund sole authority to control the defense and settlement of such claim. In the event of an Infringement Claim, AmpliFund, at its sole option and expense, may: (i) procure for Customer the right to continue using the Platform or infringing part thereof; (ii) modify the Platform or infringing part thereof; (iii) replace the Platform or infringing part thereof with other software having substantially the same or better capabilities; or, (iv) if the foregoing are not commercially practicable, terminate this Agreement and repay to Customer a pro-rata portion of the Fees. Notwithstanding the foregoing sentences of this Section 9, AmpliFund will have no liability for an Infringement Claim if the actual or alleged infringement results from (a) Customer's or any Authorized User's breach of this Agreement; (b) any modification, alteration or addition made to the Platform by Customer or any Authorized Users, including any combination of the Platform with software not provided by AmpliFund; (c) Customer's or any Authorized User's failure to use any Updates AmpliFund makes available; (d) any settlements entered into or costs incurred by Customer for the Infringement Claim that AmpliFund has not pre-approved in writing or (e) Customer Data.
10. **Miscellaneous.** Customer agrees that any violation or threatened violation of this Agreement may cause irreparable injury to AmpliFund, entitling AmpliFund to seek injunctive relief in addition to all available remedies. Neither Party may assign this Agreement or any rights under it, in whole or in part, without the other Party's prior written consent; provided that either Party may assign this Agreement or any rights under it without prior written consent to a successor in connection with a merger, acquisition, reorganization, consolidation, or sale of all or substantially all of its assets or the business to which this Agreement relates. Any attempt to assign this Agreement other than as permitted above will be void. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this Agreement will remain in full force and effect. This Agreement will be governed by and construed under the laws of the State where the Customer is domiciled, without reference to its conflict of laws principles. This Agreement, including all Exhibits and SOWs referenced herein or attached hereto, is the entire agreement between the Parties with respect to the subject matter set forth herein and supersedes any previous or contemporaneous communications, whether oral or written, express or implied. For the avoidance of doubt, the terms of this Agreement will govern all Customer orders submitted to pursuant to a SOW, and no additional or inconsistent terms or conditions in any a Customer purchase order will have any legal effect. This Agreement may be modified or amended only by a writing signed by both Parties. If there is any conflict or inconsistency between the terms of any Exhibit and the terms in the body of this Agreement, then the terms in the body of the Agreement will control solely to the extent of the conflict. All waivers made under this Agreement must be made in writing by the Party making the waiver. This Agreement may be signed in counterparts, each of which will be deemed an original, and all of which together will constitute a single agreement.

11. Notice. Any notice required or permitted to be given under this Agreement will be effective if it is (i) in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party and with the appropriate postage affixed; or (ii) sent via electronic mail, in either case addressed to the address set forth on the Order Form. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section. Notices are deemed given two business days following the date of mailing, one business day following delivery to a courier, and/or on the same day electronic mail is sent to the recipient.
12. Force Majeure. AmpliFund will not be liable or responsible to Customer, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond AmpliFund's reasonable control including, without limitation, acts of God, pandemic, natural disaster, denial of services attacks and/or service provider system outages (collectively, "**Force Majeure Events**").
13. Records; Audit. AmpliFund shall maintain adequate records of the fees and expenses charged to Customer with respect to the Services for at least two years after completion of such Services. AmpliFund shall make such records available to Customer during normal business hours upon reasonable advance written notice (no less than 10 business days). AmpliFund shall cooperate in any audit of such records that Customer may undertake; provided, however, that any such audit shall be at Customer's sole expense. If, as a result of such audit, it is determined that AmpliFund has overcharged Customer, Customer shall notify AmpliFund of the amount of such overcharge, and AmpliFund shall credit to Customer the amount of such overcharge. No such audit may occur more than once in any twelve-month period unless Customer needs to do so for purposes of defending itself with respect to litigation or threatened litigation.

END OF DOCUMENT

Schedule D
Statement of Work
Village of Oak Park, IL
("Customer")

AmpliFund's current understanding of the project scope as communicated by Customer is documented below. The scope and timeline will be further refined during the implementation process, as necessary. In the event the Parties mutually agree that this Statement of Work ("**SOW**") should be modified, the Parties shall prepare a written amendment to the Statement of Work, per the Change Order Request section of this SOW, for execution by the Parties.

Project Scope

Implementation Services

The implementation fee includes up to 160 professional services hours in support of the implementation ("**Implementation Hours**") of the **AmpliFund Lifecycle** product (the "**AmpliFund System**") for Customer to manage up to \$10 million in Annual Grant Revenue. The AmpliFund System includes unlimited (i) internal and external users and (ii) document storage. Implementation Hours include all customer facing and internal AmpliFund work associated with the Customer's implementation. Professional services hours by implementation phase or function are itemized in the following table:

Implementation Phase or Function	Quantity
Service Hours	160

Hours may shift from one implementation phase or function to another at the discretion of AmpliFund to support fulfillment of the SOW. Unless explicitly stated otherwise in this SOW, all implementation services will be delivered remotely.

The AmpliFund Implementation Methodology moves through the following phases: Kick-off, Discovery, Design, Configuration, Testing, Training, and Deployment. This methodology is reflected through services offered to the Customer. Upon execution of the Agreement, the AmpliFund System will be provisioned in **AmpliFund's Microsoft Azure Multi-Tenant Commercial Cloud** and available for Customer's use. Implementation Hours will assist Customer in further defining Customer use cases and configuring the AmpliFund System, within its configuration parameters, to best satisfy those use cases. Implementation phases include:

Kick-Off

- The AmpliFund Implementation Team will conduct a kick-off meeting inclusive of expectation setting, early requirements gathering, confirmation of customer's related business goals and objectives, and identification of customer and AmpliFund teams, roles, and responsibilities.
- The Kick-Off will include at a minimum the following resources from the Customer:
 - Executive sponsor
 - Implementation project lead
 - Key functional stakeholders

Discovery and Design

- The AmpliFund Implementation Team will conduct requirements gathering, or Discovery, and Design review sessions related to the Customer and programs in each relevant stage of the grant lifecycle:

- Grant Seeker: ☒ pre-award, ☒ awarding, ☒ post-award, ☒ reporting, and ☒ subrecipient management
- Grant Maker: ☒ pre-award, ☒ awarding, ☒ post-award, ☒ reporting, and ☒ recipient management
- Discovery and Design review sessions will include the following types of resources from the Customer, as applicable to the subject matter of the session:
 - Implementation project lead
 - Program / Grants Subject Matter Experts (SMEs)
 - Legal, Contracting, and/or Procurement Staff
 - Financial Staff
 - Technology SMEs
- AmpliFund expects resources to be segmented against session topics. For example, Grants SMEs are involved with grants process mapping sessions while financial resources are involved with financial mapping and cash flow discovery sessions.
- Design review sessions will take place in an iterative process throughout the discovery and design stages.
- As part of this phase, AmpliFund will document:
 - All relevant grant business processes
 - Customer's related business goals and objectives
 - Implementation Project Plan
- Prior to conclusion of this phase and as a prerequisite to Configuration and Testing, Customer will be required to sign-off on:
 - All relevant grant business processes
 - Customer's related business goals and objectives
 - Implementation Project Plan

Configuration and Testing

- **Configuration**
 - AmpliFund Implementation team will configure the AmpliFund System to support the grant business processes and reporting requirements as agreed in the Discovery and Design phases.
- **Testing**
 - AmpliFund will test all business processes and configured AmpliFund System options and review with Customer prior to Training and Deployment.
 - Prior to conclusion of this phase and as a prerequisite to Training and Deployment, Customer will be required to sign-off on AmpliFund System configuration.

Training

- AmpliFund will design and conduct user training and provide relevant training assets for AmpliFund System usage in the form of (i) user guides, (ii) pre-recorded, standard trainings available on the AmpliFund Support Portal, and (iii) recordings of live trainings delivered to Customer.
- AmpliFund may segment training to relevant user groups, such as:
 - Customer Implementation Team
 - Customer Program Managers
 - Customer Financial users
 - Customer Technical users / System Admins
 - Reviewers (external)
 - Applicants (external)
 - Recipients (external)
- As part of this phase, AmpliFund will document the Training Plan.

- Prior to commencement of training, Customer will be required to sign-off on the documented Training Plan.

Deployment

- An approved set of configurations in AmpliFund will be released to the customer for use in the already provisioned production environment in accordance with the timeline set forth in the Implementation Project Plan.

Implementation Closeout

AmpliFund will document agreed upon implementation closeout activities within the Implementation Project Plan. Formal implementation closeout will require sign-off by Customer that all tasks are complete.

Project Schedule

A refined Implementation Project Plan will be an AmpliFund deliverable from the Discovery phase. Unless the Implementation Project Plan explicitly establishes a timeline to the contrary, all Implementation Hours will expire two hundred and forty (240) calendar days from execution of the Agreement. Any change to the Implementation Project Plan that would impact the then-current completion date of the implementation requires a written Change Order.

Technical Services

In addition to the aforementioned services, AmpliFund will provide the following marked ☒ services:

☐ **Single Sign On (SSO)**

If checked, Customer will receive a license to utilize AmpliFund's SSO capability. AmpliFund supports SAML, OAuth, and WS-Federation services to integrate with external authentication providers and will integrate with the customer's Active Directory implementation out-of-the-box. User roles and sign-on details will be managed by the Customer, including password requirements and security.

☐ **Grant Seeker Expense Automated Integration with existing Financial System**

If checked, see Exhibit A-1. If not checked, AmpliFund will support the movement of data between systems using import/export templates.

☐ **Grant Maker Payment / Accounts Payable (AP) Integration with existing Financial System**

If checked, see Exhibit A-2. If not checked, AmpliFund will support the movement of data between systems using import/export templates.

☒ **Data Migration**

If checked, see Exhibit A-3. If not checked, AmpliFund will not migrate any existing historical data.

☐ **Application Programming Interface (API) Access**

If checked, Customer will receive a license to access to AmpliFund's API. API documentation will be made available to the Customer to be utilized by the Customer to build the integration. Technical assistance requested by Customer in regard to initial configuration will be counted as Implementation Hours.

Further ongoing support is detailed in **Exhibit B – Support**.

Change Order Requests

Any modifications to this SOW, including changes to the then-current completion date of the implementation identified in the Implementation Project Plan, require a written amendment ("**Change Order**") executed by the Parties. In the event that, in AmpliFund's judgement, any such modification would necessitate an increase in the total cost of Implementation Hours, AmpliFund will prepare a written cost proposal as part of the Change Order for Customer's approval or rejection. No services that would increase the total cost of Implementation Hours will be commenced without a fully executed Change Order.

Customer Obligations

Successful implementation of AmpliFund solution within the timeline established by the Implementation Project Plan requires the Customer's active participation, collaboration, and coordination. Customer will:

- Provide a single point of contact to AmpliFund for coordinating the scheduling of all implementation activities with Customer.
- Provide timely responses to scheduling requests and at a minimum within two (2) business days of receipt of the request. Implementation hours may be charged to the customer for the time required by AmpliFund to illicit a response.
- Ensure availability of necessary Customer personnel for scheduled implementation activities.
- Provide a minimum of two (2) full business days' notice to AmpliFund of Customer's need to cancel and/or reschedule a scheduled implementation activity. Implementation hours may be charged to the customer for scheduled unused meeting time without proper notice.
- Deliver to AmpliFund and/or input into the AmpliFund System all required information or data in accordance with deadlines set forth in the Implementation Project Plan.

AmpliFund Obligations

In addition to the services set forth in this SOW, AmpliFund will:

- Be responsible for calculating and reporting expended and remaining hours to the Customer on a monthly basis.
- Provide timely responses to client communications within two (2) business days of receipt of the request.
- Provide a minimum of two (2) full business days' notice to Customer of AmpliFund's need to reschedule a scheduled implementation activity.

Exhibit A-3

Data Migration - Statement of Work

Data Migration will be identified from the kick-off as an independent workstream that runs simultaneously to the standard AmpliFund Lifecycle implementation and program configuration expectations. This data migration workstream has direct inputs to AmpliFund a holistic viewpoint from the broader grant portfolio perspective and expectations for active utilization of the system and therefore must be addressed as part of the implementation. This workstream will follow a similar methodology as described in Exhibit A with thorough discovery, design, configuration, and testing phases prior to deployment.

The AmpliFund Implementation team works with customer resources to understand applicable data points for migration into AmpliFund. The data migration strategy relies on a flat file transfer process that includes extracting data from a legacy database, excel spreadsheets, and pdf/word grant agreements for data mapping gap analysis, gap mitigation plan, data extraction, transformation, and loading into AmpliFund.

Available import templates that include all objects, fields, and field types that are part of standard data migration are available at the following URL: <https://amplifund.zendesk.com/hc/en-us/categories/201641706-import-templates>

Project Specific Information

AmpliFund anticipates working with the Customer to identify specific data sets and details that will include historical information across the county. This includes grant detail information to allow for better comprehensive reporting. Grant data may include, but is not limited to:

- Grant Name
- Grant Manager
- Grant Manager email
- Funding information
- Award Amount
- Award Start and End Dates
- Award details including
 - Performance plans and submitted metrics
 - Budgets, expenses, and payment requests

Note: documents are not included in this data migration project but can be uploaded at any time by AmpliFund users.

Specific data points, and impact, will be identified throughout the implementation. Data migration services mirror the implementation phases and are incorporated into the discovery and design phases. Included within this process is a systems inventory to identify source material, data mapping analysis, and a mapping plan to define the end points that data will reside in within AmpliFund, as well as a testing process to ensure the Customer-provided content follows the agreed upon configuration requirements. Customer staff will need to share legacy data from existing system(s) and transform the data into the appropriate format. AmpliFund can support this process as needed but would expect the county to do most of the work needed to transform the data into the appropriate format. The Customer will help define the appropriate mapping of the data into AmpliFund. AmpliFund will test prior to loading. Through the testing process, the AmpliFund Implementation team will provide test results and recommendations as needed prior to migration into production.

If the Customer would like AmpliFund to provide additional support to take ownership of cleaning up Customer data and/or populating the data migration templates, AmpliFund will need to estimate additional service hours as an outcome of the Discovery and Design phase of implementation. Additional costs may be required after reviewing the data migration project in more detail.

In addition, Customer users can configure the system and data entry can be done through the intuitive user interface and does not require any level of programming.

Assumptions:

- All extraction, transformation, mapping, and other requirements are complete and signed off by agreed upon date as outlined in the Implementation Project Plan.
- File types for system upload are limited to: Word, Excel, Power Point, PDF, Text, Tiff, PNG, JPEG, CSV or BMP
- Standard Data Migration templates will be the primary tool used to migrate any historical grant data into AmpliFund
- File types for data migration import are limited to: Excel or CSV
- All files provided have an available key field(s) to identify the associated recipient/award/invoice/expense etc. object.
- AmpliFund will create a standard "AmpliFund User" in all required accounts for the data entry.

EXHIBIT B

Support

All capitalized terms that are used but not defined in this Exhibit will have the meanings ascribed to them in the body of the Agreement.

1. **Support.** AmpliFund will provide technical support and customer service ("Support") to Customer on an ongoing basis during the Term of the Agreement.
 - (i) Through AmpliFund's online support portal, Customer will have access to the most up-to-date support documentation, user guides, videos, release notes, and import templates, as well as regularly scheduled, live virtual training sessions on core functionality.
 - (ii) Customer may request additional Support by contacting AmpliFund at **216-377-5500**, via email at **support@amplifund.zendesk.com** or through the online chat functionality available on the Platform. Telephonic and online chat support are available during normal business hours, defined as 8:00am – 8:00pm ET, Monday through Friday, except for national holidays in the United States. Customers may submit support tickets, feature requests and bug reports through the Platform at any time.
2. **Scheduled Maintenance Downtime.** AmpliFund may perform schedule maintenance Monday through Friday, between the hours of 10 PM – 11PM ET. In the event maintenance is required outside these established windows, AmpliFund will make reasonable efforts to notify customers in advance.exhibit
3. **Uptime.** AmpliFund guarantees a 99.9% up time of the Platform, exclusive of scheduled maintenance periods. Status of the Platform may be accessed at <https://status.amplifund.com/>.

