CONTRACT AWARD

Date: 3/23/2021
CONTRACT NO.: 40982
Replaces Contract: New.

Purchasing Contact: Kristin Copeland
Phone: 785-532-6214
E-mail: kspurch@k-state.edu

Item: **Amplifund grants module to interface with Abila MIP.**

Primary Using Department: Kansas State University – KSUP Fiscal Services (85540)
2310 Centennial Road
Salina, KS 67401

Period of Contract: **April 7, 2021 through April 6, 2024**

Contractor Information: AmpliFund
812 Huron Road, Suite 550
Cleveland, OH 44115

Brittani Ellis
bellis@amplifund.com
216-377-5500

Prices: $42,500.00

Payment Terms: Net 30.

Attachments:
Schedule A – AmpliFund Quote with Terms and Conditions
Schedule B – Exhibit A – Delivery – Statement of Work
Schedule C – Exhibit B – Support
Schedule D – Exhibit C – Contractual Provisions Attachment (Form KSU-146a, Rev. 7-20)

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AmpliFund Quote
Kansas State University

Grants Management Solution Pricing Information
March 5th, 2021

StreamLink Software
812 Huron Road, Suite 550
Cleveland, OH 44115

Phone: 216.377.5500
Fax: 216.377.5501

Email: sales@amplifund.com
www.amplifund.com

Company Representatives

Brittani Ellis, Sr Enterprise Sales Executive
bellis@amplifund.com

Kevin Burgess, Head of Sales
kburgess@amplifund.com

AmpliFund Quote

AmpliFund Grant Seeker Advanced

	Option A – Basic Delivery Package	Option B – Comprehensive Delivery Package
Annual Subscription Fee	$12,000	$12,000
One-time Setup Fee	$6,500	$12,000
Total First Year	**$18,500**	**$24,000**

Notes:

- The Annual Subscription Fee pricing includes a considerable discount that is valid until April 10, 2021. The Annual Subscription Fee is $22,000 without the included discount.
- The Annual Subscription Fee is based upon the initial pricing tier of AmpliFund, which allows for up to $5M of Annual Grant Revenue (AGR) and up to 30 programs managed.
- Pricing includes **unlimited user licenses** and **unlimited document storage space** to gain access into the AmpliFund platform.
- The Annual Subscription Cost must be paid in whole upfront, annually.
- The One-time Setup Fee is based upon standard implementation efforts for delivering the AmpliFund platform. Option A includes 30 hours and Option B includes 70 hours.
- Additional service hours can be purchased at any time for an hourly rate of $175.
- Hosting will be provided in the AmpliFund Azure multi-tenant cloud environment.
- AmpliFund will provide our data migration templates and support to the organization to migrate any existing and/or historical grant data into AmpliFund. The AmpliFund Team will import data using import templates.

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Master Subscription Agreement

This Master Subscription Agreement is effective as of April 7, 2021 ("**Effective Date**") and is entered into by and between StreamLink Software Inc. dba AmpliFund, a Delaware corporation ("**AmpliFund**") and Kansas State Polytechnic ("**Customer**"). AmpliFund and Customer are each a "**Party**", and collectively, the "**Parties**."

This agreement consists of the below Order Form and attached Terms & Conditions.

Order Form

Solution	Fee
AmpliFund Grant Seeker Advanced	Annual Subscription Fee: $12,000.00
Delivery Services	**Fee**
Basic Delivery Package See Exhibit A for Statement of Work	One-Time Fee: $6,500.00
Term	
This Agreement commences on the Effective Date and continues for an initial term of 36 months followed by the ability to renew annually. Invoice payment terms are Net 30. A delay in payment will impact the timeline of your software implementation. If customer chooses to cancel after the initial term, the customer must provide written notices at least 30 days prior to the expiration of the then-current renewal term, of its intention not to renew this Agreement on an annual basis. (the "**Term**").	
Fees	
Year 1 Subscription Cost	$12,000.00
Year 2 Subscription Cost	$12,000.00
Year 3 Subscription Cost	$12,000.00
One-Time Delivery Fee (Services set forth in the Statement of Work)	$6,500.00
First Year Total	$18,500.00
Total Contract Cost	$42,500.00

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The one-time delivery fee includes a total of 30 hours. An additional $175 per hour rate applies if extra work is needed outside the scope defined in the Statement of Work and delivery package outlined in Exhibit A.
Solution Details
AmpliFund Grant Seeker Advanced 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. Customers may have the ability to view or access functionality not included in their subscription tier. For more details on tier inclusions, please reference our feature matrix. AmpliFund reserves the right to audit usage and revise access levels as needed.

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	Kansas State University 2310 Contennial Rd, Salina, Kansas 67401 Attn: Stephanie McDowell Email: smcdowell@ksu.edu

Any capitalized terms used but not defined in this Order Form will have the meaning set forth in the Terms & Conditions.

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

The provisions found in Contractual Provisions Attachment (form KSU-146a, rev. 7-20), which is attached hereto, are hereby incorporated in the contract and made a part thereof (see Exhibit C).

AMPLIFUND

Signature: _____

Name: Scott Smith

Title: CEO

Date: 04/07/2021

CUSTOMER: Kansas State University

Signature: Memory Buffington

Name: **Memory Buffington**

Title: **Director of Financial Operations**

Date: 04/07/2021

RCL
04/07/2021

Dennis Stugelmeyer 04/07/2021
Dennis Stugelmeyer Director of Fiscal Services

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TERMS AND CONDITIONS

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**") ("**Authorized Purpose**"). This Agreement governs a 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**"). Accordingly, the Parties agree as follows:

1. Proprietary Rights.

   a. Platform. Subject to the 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 employees and contractors to access and use the Platform solely to help manage Grants. AmpliFund will provide access to the Platform to end-users who obtain valid access credentials from AmpliFund and accept AmpliFund's Click-to-Accept user agreement https://www.amplifund.com/terms-and-conditions/ ("**Authorized Users**").

   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 violates this Agreement, any third party rights or any applicable laws, rules or regulations.

   c. AmpliFund Ownership. 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 all aggregated and de-identified information that AmpliFund's systems or applications automatically collect regarding use of the Platform and its performance ("**Diagnostic Data**"). All rights that AmpliFund does not expressly grant to Customer in this Section 1 are reserved. AmpliFund does not grant any implied licenses.

   d. Customer Ownership. As between the Parties, Customer owns all data, information and other materials submitted to the Platform by Customer or Authorized Users (which, for clarity, excludes Diagnostic Data) (collectively, "**Data**"). Customer hereby grants to AmpliFund a non-exclusive and non-transferable (except under Section 10) license to use and host the Data to provide

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the Services. AmpliFund may aggregate the Data with other data from other customers and use such aggregated data for any purpose.

2. Statement of Work ("**SOW**"). AmpliFund will provide the Professional Services set forth on the SOW [and the support set forth on **Exhibit A**]. 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. Use of the Service.

   a. 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.

   b. Customer's Obligations. 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.

4. Payment Terms.

   a. Fees. Customer will pay AmpliFund the fees as detailed on the Order Form (the "**Fees**"). License and Professional Service Fees are due upon execution of the Agreement prior to the commencement of the use of the Platform. Recurring license Fees are invoiced annually upfront, 60 days prior to the Effective Date and are payable within 30 days of receipt of invoice. All Fees are non-cancellable and non-refundable. Late Fee payments will accrue interest at the rate 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

   b. Increases. [Intentionally Deleted.]

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c. Taxes. The 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, Confidential Information also 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 (other than 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.

6. Term and Termination.

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a. Term. This Agreement commences on the Effective Date and continues for a period of thirty-six (36) months.

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.

c. Renewal: The parties shall reserve the right to renew this agreement at mutually agreed upon price(s) set forth at the time of any such renewal.

d. Effect of Termination. Upon expiration or termination of this Agreement, the licenses granted by each Party will automatically terminate and all outstanding Fees owed pursuant to Section 4 will become immediately due and payable. Sections 1.a, 1.b, 1.c, 4.c, 0, 6.d, 7.c, 8, 9.c and all defined terms used in those Sections will survive any expiration or termination of this Agreement.

7. **Representations and Warranties**

a. Mutual. 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 by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

b. Customer. Customer represents and warrants to AmpliFund that: (i) it owns or otherwise has sufficient rights to Data to grant the license in Section 1.c; and (ii) no 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.

c. 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.

8. Limitations on Liability. EXCEPT FOR INDEMNIFICATION CLAIMS DESCRIBED IN SECTION 8 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,

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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. THIS SECTION 7.c DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9. Indemnification.

   a. Customer. If a third party asserts a claim (a "**Third Party Claim**") against AmpliFund or any of its affiliates, officers, directors, employees or contractors (each, a "**AmpliFund Releasee**") arising from Customer's use of the Platform, then Customer will defend the AmpliFund Releasee from the Third Party Claim and hold such AmpliFund Releasee harmless from all damages finally awarded or settlements entered into with respect to the Third Party Claim.

   b. AmpliFund. If a Third Party Claim is asserted against Customer or any of its affiliates, officers, directors, employees or contractors (each, a "**Customer Releasee**") alleging that the Platform infringes such third party's intellectual property rights ("**Infringement Claim**"), then AmpliFund will defend the Customer Releasee from the Infringement Claim and hold such Customer Releasee harmless from any damages finally awarded or settlements entered into with respect to the Infringement 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 forgoing sentences of this Section 9.a, 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; or (d) any settlements entered into or costs incurred by Customer for the Infringement Claim that AmpliFund has not pre-approved in writing.

   c. Procedures. The Party seeking indemnity under this Section 9 ("**Indemnified Party**") will provide the other Party ("**Indemnifying Party**") with prompt written notice of any Third Party Claim for which the Indemnified Party seeks an indemnity. The Indemnified Party reasonably will cooperate in the defense of any such claim, at the Indemnifying Party's sole expense. The Indemnifying Party may not settle any Third Party Claim against the Indemnified Party without the Indemnified Party's prior express written consent, which consent will not be unreasonably withheld, conditioned or delayed. The Indemnified Party may participate in the defense of a

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Third Party Claim through counsel of its own choice at its own expense; provided, however, that if the Indemnified Party reasonably determines that the Indemnifying Party is unwilling or unable to defend the Indemnified Party's interests, then the Indemnified Party may assume the defense against any Third Party Claims at the Indemnifying Party's sole expense.

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 Ohio without reference to its conflict of laws principles. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction of the state and federal courts located in Cuyahoga County, Ohio, and the Parties waive all rights to challenge the foregoing. To the fullest extent permitted by law, if any legal action or other legal proceeding relating to this Agreement or the enforcement of this Agreement is brought against any Party, then the prevailing Party will be entitled to recover reasonable attorneys' fees, costs and disbursements. This Agreement, including all Exhibits 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. 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.

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 2 business days following the date of mailing, 1 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

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limitation, acts of God, natural disaster, denial or services attacks and/or service provider system outages (collectively, "**Force Majeure Events**").

13, Counterparts. 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.

14, Publicity. [Intentionally Omitted,]

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Exhibit A

Delivery – Statement of Work

Kansas State Polytechnic ("Customer")

Per discussions during product demonstrations and contract negotiations, AmpliFund's current understanding of the project scope is documented below. The scope and timeline will be further refined during the implementation process, as necessary. In the event the Parties agree that the Activities, Deliverables, or Services of this Project Statement of Work should be modified or added to, the Parties shall prepare a written amendment to the Project Statement of Work for execution by the Parties. See Change Order Request section for details.

Project Scope

Delivery Services

The **Basic Delivery package fee** includes implementation for the customer project team, internal users, and recipients. The AmpliFund Delivery Team will commit no more than **30** total hours to delivery. Hours will be utilized to complete project plan as outlined within 30 days of Project Kick-Off Meeting.

The Delivery Team will track hours utilized and will provide the customer with current status upon request. AmpliFund's delivery approach enables the customer to successfully perform all grant management activities long-term.

The delivery design allows the customer to use the system to its fullest extent to manage grant processes. Delivery services include:

- **Project Management**
  - AmpliFund will adhere to standard Project Management methodologies.
  - Delivery of a customized training plan which will provide end users the ability to create and manage their active grant portfolio within AmpliFund.
- **Requirements Gathering**
  - Requirements gathering which allows the project teams to discuss and define the efforts required to support expected outcomes.
  - In-depth assessment of current systems, existing grant management processes, reporting requirements, as well as agency needs regarding the development and implementation of new workflows/processes in addition to established workflows
- **Training and Configuration**
  - Deliver training sessions and provide import templates and documentation necessary to manage the grant portfolio and import historical grant data in the system.
- **Rollout and Post-Implementation Support**
  - Assistance to ensure a smooth transition into managing the system following training and configuration.

Further ongoing support is detailed in the Support Services Exhibit.

Technical Services

In addition to the AmpliFund Solution, AmpliFund will provide:

- Hosting in AmpliFund's Microsoft Azure Commercial cloud

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- Data Migration Support - AmpliFund can provide data migration templates to the Agency, and any third-party of the Agency's choosing, to migrate any existing and/or historical grant data into AmpliFund for an additional fee.

Change Order Requests

In the event the Parties agree that the Activities, Deliverables, or Services of the Project Statement of Work should be modified, or that additional Activities, Deliverables, or Services should be conducted, a written amendment to the Project Statement of Work will be developed for review and execution by the Parties prior to initiation of additional work. At the request of the customer, additional services hours may be purchased at a rate of $175 per hour.

Assumptions

Project Assumptions, Exclusions, and Constraints

- The AmpliFund Delivery Team will provide web-based, virtual training sessions for users to join. The trainings can be recorded and made available for future reference. All work will be performed remotely by the AmpliFund Delivery Team. On-site training and configuration services can be procured at additional fees.
- There will be agreements between different departments to collaborate including providing staff and information per the work plan. The cross-department collaboration will occur in order to standardize a consistent set of business processes within AmpliFund.
- The Customer resources prepare legacy data load files using load formats provided by AmpliFund. AmpliFund resources will load the legacy data files into AmpliFund.
- AmpliFund will be responsible for calculating hours and report back to customer as requested.
- Delivery hours included in this Statement of Work expire 12 months from the contract execution date. Upon time of expiration, if hours have not been fully utilized, they will be forfeited by the client unless a change request is mutually agreed upon to extend the Statement of Work period.

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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. Issues. "**Issues**" impact the availability of the Platform, except for scheduled downtime, as determined by AmpliFund in its reasonable discretion. AmpliFund distinguishes among four Severity of Issues as follows:

    (i) **Critical Severity**: Issues that prevent one or more users from accessing the application or defects that allow unauthorized access to customer data.
    (ii) **High Severity**: Issues that prevent one or more users from completing a core business process within the application.
    (iii) **Medium Severity**: Issues that cause difficulty completing a task within the application.
    (iv) **Low Severity**: Issues that do not prevent user action or cause any difficulty but may be perceived as detracting from the quality of the product.

3. Target Resolution Times. AmpliFund will use commercially reasonable efforts to meet the following target time frames for resolution of Issues from the time AmpliFund receives a Support request:

Severity	Target Resolution Time
Critical	4 hours or better
High	48 hours or better
Medium	10 business days or better

4. 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

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customers in advance.

5. Resolution. If AmpliFund has not resolved an Issue within the Target Resolution Time frame, then, upon Customer's written request, the parties will discuss a resolution plan.

6. 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/.

Exhibit C

State of Kansas
Kansas State University
KSU-146a (Rev. 7-20)

Contract # 40982
Initials

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to and specifically incorporated in all contractual agreements by adding the following statement to the main body of the contract: "The Provisions found in Contractual Provisions Attachment (Form KSU-146a, Rev. 7-20), which is attached hereto, are hereby incorporated in this contract and made a part hereof."

1. **Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract (including, without limitation, all other attachments) in which this attachment is incorporated. Any terms that conflict with or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue**: All matters arising out of or related to this contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit arising out of or related to this contract shall reside only in courts located in the State of Kansas.
3. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require Kansas State University or any of its controlled corporations (collectively "University") to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are exclusively defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).
4. **Arbitration, Damages, Warranties**: No interpretation of this contract shall find that the University has agreed to binding arbitration, or the payment of damages or penalties. Further, the University does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages or rights of action available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
5. **Termination Due To Lack Of Funding Appropriation**: If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, the University may terminate this agreement at the end of its current fiscal year. The University agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided under any contract for which it has not been paid. The University will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by the University, title to any such equipment shall revert to Contractor at the end of the University's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
6. **Responsibility For Taxes**: The University shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
7. **Insurance**: The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the University to establish a "self-insurance" fund to protect against any such loss or damage.
8. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given, including, but not limited to, the signature of an authorized representative of the University as defined in the University Contracts Policy: https://www.k-state.edu/policies/ppm/3000/3070.html.
9. **Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
10. **Export Control**: Prior to providing University with any items under this contract that are subject to export controls regulations, including items controlled under the International Traffic in Arms Regulations (ITAR), 22 C.F.R. §§ 120-130, or the Export Administration Regulations (EAR), 15 C.F.R. §§ 730-774, Contractor will notify University and identify the export controlled items at issue and the applicable categories and subcategories of the United States Munitions List and/or Export Control Classification Number(s). University reserves to right to decline to accept any items or information controlled under ITAR or EAR. Contractor will direct all notices under this section to the appropriate University contact as follows: comply@k-state.edu.
11. **Privacy of Student Records**: Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g). To the extent Contractor possesses any education records of University's students under this contract, Contractor is deemed to be a school official with a legitimate educational interest in the records and Contractor agrees to comply with FERPA and its regulations. Contractor specifically agrees that it shall use personally identifiable education records only for purposes related to this contract, and shall not disclose such records to any third party without authorization from the University. Contractor shall promptly report to the University any request for, or improper disclosure of, University student educational records.
12. **Anti-Discrimination Clause**: Contractor agrees to comply with all applicable state and federal anti-discrimination laws. When requested by University, Contractor shall cooperate with University in meeting obligations under University's own policies and procedures, including but not limited to the University's anti-discrimination policy: http://www.k-state.edu/policies/ppm/3000/3010.html. Contractor specifically acknowledges that its employees on campus and/or participating in University programs or activities have reviewed, understand, and will comply with University's anti-discrimination policy and its reporting website at https://www.k-state.edu/report/. Contractor also agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or if it is determined that the contractor has violated applicable provisions of ADA, such violation(s) shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the University.
13. **Information/Confidentiality**: As a state agency, the University's contracts and prices paid for goods and services are generally public records, and therefore no provision of this contract shall restrict the University's ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215, et seq.). Moreover, no provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.
14. **The Eleventh Amendment**: The Eleventh Amendment is an inherent and incumbent protection of the State of Kansas and need not be reserved, but prudence requires the University to reiterate that nothing in or related to this contract shall be deemed a waiver of the Eleventh Amendment.
15. **Campaign Contributions / Lobbying**: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
16. **Facility Access:** To the extent Contractor is required to be on the University's premises in the performance of any contract, Contractor and its representatives will adhere to the University's policies and procedures, and will use commercially reasonable efforts not to interfere with the University's regular operations. Contractor further agrees, upon request, to include the University as an additional insured on its general liability insurance policy on a primary and non-contributory basis, with such policy to provide continuous coverage for at least a period of two years after the end of the contract and such policy is not be cancelled without 30 day prior notice to the University and another general liability insurance policy in place prior to the termination of the existing policy. The Contractor shall also provide the University with a certificate of insurance within five business days upon request.
17. **Electronic Signature:** The parties agree that the contract may be signed with electronic signatures. If an electronic signature is used, the parties agree that it is the legally binding equivalent to the signing party's handwritten signature. Whenever either party executes an electronic signature on the contract, it has the same validity and meaning as a handwritten signature. The parties agree that neither party will, at any time in the future, repudiate the meaning of an electronic signature or claim that an electronic signature is not legally binding.
18. **No Endorsement**. Contractor agrees it will not use or display the name, marks, or images of the University to advertise and/or endorse its enterprises or products, or for any other purpose without the prior written approval of the University.

citrix | RightSignature

SIGNATURE CERTIFICATE

REFERENCE NUMBER
09ED0732-A808-426B-9B2D-D7DD64F96F5A

TRANSACTION DETAILS

Reference Number
09ED0732-A808-426B-9B2D-D7DD64F96F5A

Transaction Type
Signature Request

Sent At
04/07/2021 12:37 EDT

Executed At
04/07/2021 17:18 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
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Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
40982 Amplifund Ksup Agreement Final 4-7-2021

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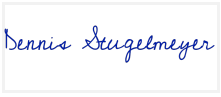
Pages
17 pages

Content Type
application/pdf

File Size
871 KB

Original Checksum
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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Memory Buffington **Email** mbuffing@ksu.edu **Signer Sequence** 3 **Components** 2	**Status** signed **Multi-factor Digital Fingerprint Checksum** 37871a2908f0ca014cea06edb38ae35faacde103cbf79cea044aede78811dbf8 **IP Address** 129.130.19.148 **Device** Chrome via Windows **Typed Signature**  **Signature Reference ID** E58911FF	**Viewed At** 04/07/2021 17:18 EDT **Identity Authenticated At** 04/07/2021 17:18 EDT **Signed At** 04/07/2021 17:18 EDT
Name Dennis Stugelmeyer **Email** stugelme@ksu.edu **Signer Sequence** 2 **Components** 2	**Status** signed **Multi-factor Digital Fingerprint Checksum** 4e05d20a5db8cac4b99f0ca2bdecc37d90047e64d45ad022b4cee6967c0d0f12 **IP Address** 129.130.18.163 **Device** Chrome via Windows **Typed Signature**  **Signature Reference ID** 83D0EEA2	**Viewed At** 04/07/2021 16:53 EDT **Identity Authenticated At** 04/07/2021 16:54 EDT **Signed At** 04/07/2021 16:54 EDT
Name Scott Smith **Email** ssmith@amplifund.com **Signer Sequence** 1 **Components** 2	**Status** signed **Multi-factor Digital Fingerprint Checksum** 60556ad99b85d47c67c7b47106fb1294d6fbd2d6aaa0f023e8b23eb83576cf3e **IP Address** 199.76.14.164 **Device** Mobile Safari via iOS **Drawn Signature**  **Signature Reference ID** F3FCDAA8 **Signature Biometric Count** 113	**Viewed At** 04/07/2021 16:41 EDT **Identity Authenticated At** 04/07/2021 16:43 EDT **Signed At** 04/07/2021 16:43 EDT

SIGNER	E-SIGNATURE	EVENTS
Name Robert Large **Email** rlarge@ksu.edu **Signer Sequence** 0 **Components** 2	**Status** signed **Multi-factor Digital Fingerprint Checksum** 41ed797133d4d88eb09a172a5b2458d49c5555ad5ff425d21d978b4f649857d6 **IP Address** 98.230.60.102 **Device** Chrome Mobile iOS via iOS	**Viewed At** 04/07/2021 12:41 EDT **Identity Authenticated At** 04/07/2021 12:41 EDT **Signed At** 04/07/2021 12:41 EDT

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