



VCU Procurement Services

Date: February 24, 2023

Jen Chobor
Technolutions, Inc.
157 Church St., 22nd Fl.
New Haven, CT 06510

RE: Contract #: 7357754JC
Extension of Contract

Dear Jen Chobor,

The Virginia Commonwealth University (VCU) contract for the Customer Relationship Management System will expire on June 30, 2023. VCU wishes to extend this contract for a period of one (1) year, through June 30, 2024.

Your signature constitutes your firm's acceptance of this contract extension. Please return this document by March 30, 2023. Please e-mail the completed form to lofgreenj@vcu.edu. If you have any questions, please contact me at 804-628-2897.

Products and services shall be provided in accordance with the contract during the contract extension period.

Sincerely,

A handwritten signature in cursive script that reads "Jason Lofgreen".

Jason Lofgreen, CUPO
Category Manager

Procurement Services
University Purchasing

912 W Grace Street, 5th Floor
Box 980327
Richmond, Virginia 23284

804 828-1077
Fax: 804 828-7837
TDD: 1-800-828-1120
www.vcu.edu/procurement

Contract #: 7357754JC

RESPONSE:

Technolutions, Inc.

Name of Firm

Signature



Jennifer L. Chobor

Name Printed

Corporate Counsel

Title

2/27/2023

Date



Procurement Services

COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract Number: 7357754JC

This contract entered into by Technolutions, Inc., hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth University, called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

PERIOD OF THE PERFORMANCE: From the execution of the contract by both parties through June 30, 2023.

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

The contract documents shall consist of:

- (1) This signed form;
 - (2) The Modification Summary dated June 27, 2018
 - (3) The Request for Proposals # 7357754JC dated July 25, 2017, including Addendum 1 dated August 4, 2017 and Addendum 2 dated August 29, 2017;
 - (4) The negotiated terms and conditions of the vendor's Master Service Agreement;
 - (5) The Schedule 1
 - (6) The Contractor's Proposal dated August 22, 2017; and
- All of which documents are incorporated herein by reference.

Any conflict or inconsistency between the incorporated documents shall be resolved by giving precedence in the following order:

- (1) This signed form;
- (2) The Modification Summary dated June 27, 2018
- (3) The Request for Proposals # 7357754JC dated July 25, 2017, including Addendum 1 dated August 4, 2017 and Addendum 2 dated August 29, 2017;
- (4) The negotiated terms and conditions of the vendor's Master Service Agreement;
- (5) The Schedule I
- (6) The Contractor's Proposal dated August 22, 2017; and

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

Technolutions, Inc.

By: 

Name Printed: Ryan Egan

Title: Finance Manager

Date: 7/9/18

PURCHASING AGENCY:

Virginia Commonwealth University

By: 

Name Printed: Karol Gray

Title: VP for Finance and Budget

Date: 7/11/18

**MASTER SERVICES AGREEMENT
BETWEEN VIRGINIA COMMONWEALTH
UNIVERSITY AND TECHNOLOGIONS, INC.**

THIS AGREEMENT, attached and incorporated into the General Terms and Conditions, the Special Terms and Conditions, and the Special Terms and Conditions Information Technology of RFP 7357754JC (together the "RFP"), is entered into as of the date of the last signature affixed hereto (the "Effective Date"), between Virginia Commonwealth University, located in Richmond, Virginia (hereinafter, the "Client"), and Technolutions, Inc. (hereinafter, the "Provider"), having its principal place of business in New Haven, Connecticut;

WHEREAS, Client desires to retain the services of Provider as an application service provider to offer such services as further described in the RFP and this Agreement, and Provider desires to perform such services;

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree:

1. DEFINITIONS

The term "Confidential Information" has the meaning set forth in §6, below, and includes the definition of Personally Identifiable Information (PII) and University Data, as defined in Special Terms and Conditions Information Technology.

The term "Work Product" means all discoveries, improvements, materials, and work product relating to any part of the activities of the agreed upon services, whether before or after the Effective Date of Agreement, whether or not patentable or copyrightable, including, without limitation, the Contracted Services, and all intermediate and partial versions thereof, as well as all program materials, flow charts, notes, outlines, and the like created in connection therewith.

2. STATEMENT OF SERVICES

Subject to the terms and conditions of the RFP and this Agreement, Provider, as an application service provider, shall provide certain services ("Services") as described in such schedules as are executed from time to time by both parties to the RFP and this Agreement (each a "Schedule"), each of which shall be consecutively numbered and attached hereto. All such services shall be provided in accordance with the provisions of the RFP, this Agreement and the applicable Schedule. Each Schedule shall contain a description of the tasks and services to be performed or provided by Provider (each a "Contracted Service", and collectively the "Contracted Services"), a schedule of

performance, acceptance criteria, compensation, and such other terms as the parties may mutually agree upon in writing. In the event of any inconsistency between the body of Agreement and any Schedule, the terms of Schedule shall prevail with regard to the services specified in such Schedule.

3. FEES; RECORD KEEPING

Fee for Services. As compensation for all Contracted Services provided and Work Product generated under the RFP and Agreement, Provider shall be entitled to the fees set forth in the relevant Schedule. Unless otherwise expressly provided in any Schedule, such fee shall be paid by Client within thirty (30) days of Client's receipt of an accurate invoice from Provider. Unless otherwise expressly agreed in writing, Client shall have no responsibility for Provider's expenses incurred in the performance of services under Agreement.

Record Keeping. Provider shall keep correct and complete records containing all information required for the computation and verification of the amounts invoiced to Client and other payments by Client required by way of any provision of Agreement. All books and supporting data shall be open at all reasonable times, for seven (7) years, following the end of the calendar year to which they pertain (and access shall not be denied thereafter, if records are reasonably available), for inspection and review by Client for the purpose of verifying Provider's invoices and Provider's compliance in other respects with the RFP and this Agreement. If in dispute, such records shall be kept until the dispute is settled.

4. CONTRACTED SERVICES; ACCEPTANCE

Each Contracted Service shall be subject to acceptance by Client to verify that the Contracted Services satisfies the acceptance criteria mutually agreed to by Client and Provider for such Contracted Service in the relevant Schedule. If the Schedule fails to set forth acceptance criteria for a Contracted Service, acceptability of such Contracted Service shall be based solely on Client's satisfaction therewith.

In the event that any Contracted Service does not conform to the acceptance criteria, Client shall give Provider written notice thereof and shall cooperate with Provider in identifying what aspect of the Contracted Service fails to conform. Provider shall, at no cost to Client, promptly correct any deficiencies which prevent such Contracted Service from conforming to the criteria. Upon completion of the corrective action by Provider, and at no additional cost to Client, the acceptance test will be repeated until the Contracted Service has successfully conformed to the acceptance criteria.

5. WARRANTIES, REPRESENTATIONS

Provider, who has been hired solely as an independent contractor, warrants and represents that (a) Provider is capable of fulfilling the terms of the RFP and Agreement and is an expert in and fully acquainted with the Contracted Services; (b) Provider will comply with all federal, state and local laws, ordinances, rules and regulations, (c) Provider is under no obligation or restriction, nor will Provider assume any obligation or restriction which would in any way interfere or be inconsistent with its commitments under RFP and Agreement, (d) each Contracted Service, including, without limitation, all software and documentation provided pursuant to RFP, Agreement or any Schedule, will have all of the functions and features and perform as agreed by the parties in any Schedule, and (e) no portion of any software provided pursuant to Agreement contains any "back door," "Trojan horse," "virus," or other software routines designed to permit unauthorized access; to disable or erase software, hardware, or data; or to perform any other such actions. Further, Provider represents and warrants that neither it nor its employees, agents, or subcontractors will at any time introduce or cause to be introduced any such routine.

Provider has not embedded, and shall not embed, any open source, copyleft or community source code in any Work Product developed in connection with and/or as part of any Contracted Services, including but not limited to any libraries or code licensed under any General Public License, Lesser General Public License or similar license arrangement that, as a condition of modification or distribution of the third party software subject to such open source license: (x) requires the disclosure and/or distribution in source code form of any of Client's proprietary software or other Client intellectual property, derivative works thereof and/or other software incorporated into, derived from or distributed with such proprietary software or other Client intellectual property; (y) prohibits or limits Client from charging a fee or receiving consideration in connection with distributing any of Client's proprietary software or other Company intellectual property and/or derivative works thereof; or (z) requires the licensing to third parties of any of Client's proprietary software or other Client intellectual property, derivative works thereof and/or other software incorporated into, derived from or distributed with such proprietary software or other Client intellectual property.

6. CONFIDENTIALITY; SECURITY; INTEGRITY OF DATA

Provider acknowledges that, during the term of the RFP and Agreement and in the course of performing its obligations hereunder, Provider may receive or become exposed to confidential, proprietary, or sensitive information of Client, and the end users of any Contracted Services provided hereunder, including without limitation, information regarding students, applicants, prospective students, faculty,

staff, and alumni of Client and other end users of services previously provided or made available by Provider or any Contracted Services (collectively, "Confidential Information"). Provider acknowledges and agrees that Confidential Information shall remain the exclusive property of Client. Provider shall not use and shall not permit any person or other entity to use the Confidential Information for any purpose other than as expressly required to perform its obligations under the RFP and Agreement. Provider shall maintain all Confidential Information in confidence and shall not disclose any Confidential Information (or any summary or statistical data regarding Confidential Information) to any third party. Provider shall restrict access to Confidential Information to those employees who need to know such information to perform Services under the RFP and Agreement. If and to the extent that Provider is permitted by Agreement to disclose Confidential Information to a third party, Provider shall be responsible for all acts and omissions of such third party and shall ensure that a written agreement is in force with such third party containing commitments no less strict than those set forth in this section.

Provider shall implement and maintain appropriate physical, electronic and procedural safeguards (which safeguards shall be no less stringent than that which is necessary to meet security standards considered reasonable and prudent for institutions of higher education and businesses performing the types of services described in RFP and Agreement) designed to (1) ensure the security, integrity and confidentiality of Confidential Information, (2) protect against any anticipated threats or hazards to the security, integrity, or confidentiality of Confidential Information, and (3) protect against unauthorized access to or use of Confidential Information, including, without limitation, implementing appropriate authentication and validation procedures and taking all steps necessary to meet the objectives of the Standard for Safeguarding Customer Information, as published in the Federal Register May 23, 2002, and codified at 16 CFR 314, as amended, supplemented and superseded from time to time. Without limiting Provider's responsibility for security (including, without limitation, authentication and validation procedures), integrity and confidentiality, before making any change that could reasonably be expected to affect the security, integrity or confidentiality of or related to any programs delivered or made available by Provider at any time, Client's Contracted Services or Client's Confidential Information (including, without limitation any changes to encryption requirements, password length and composition requirements, password ~~minim~~ and expiration requirements, account creation, verification of identity, and termination of accounts), Provider shall confer with and obtain the prior written approval of Client's Information Security Officer.

Provider agrees to periodically review and revise its security

measures to meet the foregoing objectives and to meet or exceed standards for its industry and institutions of higher education as such standards evolve. Provider agrees to provide, when requested by Client from time to time, such information (including without limitation audits and test results relating to Provider's security measures) as may be reasonably requested. Without limitation on the foregoing, Provider shall report to Client, with all relevant detail, any instance in which it appears reasonably likely that Confidential Information has suffered unauthorized access, disclosure, misuse, or destruction, as soon as practicable but in no case later than three (3) calendar days after Provider learns of such incident. In addition, Provider shall report to Client any instance in which it suffers a significant breach of its information security program (which is deemed to include any incident noted by the auditors of Provider), whether or not such incident compromises the Confidential Information, including, without limitation, any instance in which Provider reports or receives an inquiry concerning any breach of its information security system to or from any law enforcement agency.

Back-up: Backups of Client data (including, without limitation, Confidential Information) that are stored off-site shall be encrypted and the encryption methodology shall meet standards no less stringent than that which is necessary to meet security standards considered reasonable and prudent for businesses performing the types of services described in RFP and Agreement and institutions of higher education.

Data Transfer: All data (including, without limitation, Confidential Information, passwords, user names, and other access codes) electronically transferred between Provider and Client shall be encrypted and the encryption methodology shall meet standards no less stringent than that which is necessary to meet security standards considered reasonable and prudent for businesses performing the types of services described in the RFP and Agreement and institutions of higher education.

Data Storage: It is expressly understood and agreed that all Client data provided to Provider (including, without limitation, Confidential Information) will only be stored by Provider, if at all, on servers owned or managed by Provider, and housed in a data center operated or contracted by Provider. No exceptions to this will be permitted without the express written permission of Client.

Electronic Commerce: For application fees, enrollment deposits, and other electronic payments it captures directly, Provider agrees to adhere to all relevant operating rules, including maintaining compliance with Payment Card Industry Data Security Standards (PCI DSS) for credit and debit card transactions, NACHA Operating Rules for ACH transactions, and other network security and business practice guidelines adopted by the payment industry.

Provider agrees to enable Client to access real-time payment reconciliation reports for all settled, settling, and unsettled funds. Provider agrees to remit to Client all settled funds, less transaction processing fees, within 30 days of capture by check or direct deposit.

7. RELATIONSHIP OF PARTIES

It is understood and agreed that Provider is an independent contractor (and not an employee or agent of, or joint venturer with, Client). Provider shall be solely responsible for determining the manner and means by which the services are accomplished, subject to the express condition that Provider shall at all times comply with applicable laws and regulations. Client shall have final approval over the acceptability of the Contracted Services, as described in §4. It is also expressly understood that Provider and Provider's employees and agents, if any, are not agents or employees of Client, and have no authority whatsoever to bind Client by contract or otherwise and shall not represent to any person or entity that Provider or any employee or agent of Provider has such power or authority.

8. EMPLOYMENT TAXES AND BENEFITS

Provider acknowledges and agrees that it shall be the obligation of Provider to report as income all compensation received by Provider pursuant to RFP and Agreement. Client shall make the payments due to Provider under Agreement without any deductions for withholding taxes, Social Security, unemployment, disability, amounts associated with workers' compensation insurance, payroll or similar taxes, in accordance with the status of Provider as an independent contractor. Provider shall indemnify Client and hold it harmless from and against any losses resulting from any failure of Provider to pay or withhold any such amounts or similar items in connection with any payments made to Provider by Client pursuant to Agreement on account of Provider, if any. Provider shall not be entitled to participate in any employee benefits plans, arrangements, or distributions by Client, including, without limitation, any bonus, stock option, profit sharing, insurance, or similar benefits. Client shall not be entitled to any compensation beyond that stated in Agreement.

9. INTELLECTUAL PROPERTY

- a. With respect to all Work Product which embodies or inherently requires the use or disclosure of Client's Confidential Information:
 - i. Provider will and hereby does assign to Client all of Provider's rights, title, and interest in and to all such Work Product, and to all Applications for Letters Patent and Applications for Copyright and for all Letters Patent and Copyrights granted thereupon covering all such Work Product,

including, without limitation, all copyright and other proprietary rights thereto throughout the world (and all renewals and extensions thereof).

- ii. Provider will promptly upon request by Client (at the sole expense of Client) execute, acknowledge, and deliver to Client such written instruments and do such other lawful acts as may be necessary in the opinion of Client and/or its Counsel, to obtain and maintain Letters of Patent or Copyright and to vest the entire right, title, and interest thereto in Client or in such subsidiary corporation as Client may designate.
- iii. Provider hereby acknowledges and agrees that all works of authorship that are made by Provider (solely or jointly with others) within the scope of its consulting relationship with Client, are "WORKS MADE FOR HIRE" pursuant to §201(b) of the 1976 Copyright Act, and that all ownership of patent and/or copyright in such works shall vest entirely in Client. To the extent that the foregoing does not convey all rights in such works of authorship to Client, and in the event that the Work Product is not subject to copyright law, Provider agrees to assign, and does hereby assign to Client, all of Provider's entire right, title, and interest in and to all such Work Product and all copyrights, copyright registrations, patent applications filed, and patents granted thereon.

Provider expressly acknowledges that such Work Product will be or contain valuable and proprietary information of Client, and Provider agrees not to disclose the same to any third party without the prior written permission of Client, or to use any such items to create any other services either for its own use, for the benefit of others, or otherwise.

- b. With respect to all Work Product which does not embody or inherently require the use or disclosure of Client's Confidential Information or may be cleansed of Client's Confidential Information, trademarks, service marks, and trade dress:
 - i. Provider will and hereby does assign and grant to Client the world-wide, royalty-free right, for the duration of RFP and Agreement, to use all such Work Product and authorize others to do any or all of the foregoing on Client's behalf.
 - ii. Client hereby acknowledges and agrees that Provider shall, subject to the license set forth above, retain all rights to such Work Product and that all works of authorship, included in the such Work Product shall not be considered "WORKS MADE FOR HIRE" pursuant to §201(b) of the

1976 Copyright Act, and that all ownership of patent and/or copyright in such works shall vest entirely in Provider and may be licensed and distributed at the discretion of Provider, provided, that, in no event shall Provider have any rights whatsoever in Client's Confidential Information (including, without limitation, no right to use, disclose, license, or otherwise distribute Client's Confidential Information) or any right to use, disclose, license, or otherwise distribute any materials that include the name, trademark, service mark, trade dress, or other indicia of source of Client.

10. INDEMNIFICATION

Provider does hereby indemnify and shall hold harmless in accordance with Section 2.2-514 of the Code of Virginia (including all costs of litigation and investigation and reasonable attorney's fees) Client, its corporate affiliates, and any employee or agent thereof against all claims of liability to third parties arising from (a) the negligence, gross negligence or willful misconduct of Provider or its agents in providing services to Client under the RFP and Agreement, or (b) any breach or alleged breach of the RFP and Agreement or any representation or warranty made by Provider in the RFP and Agreement.

11. PATENT AND COPYRIGHT WARRANTY AND INDEMNITY

Provider represents and warrants that Client shall have the ownership rights set forth in §9 hereof and that the Work Product does not and shall not infringe any patents, copyrights, or other proprietary rights of any third party. Client shall have the full right to use and exploit such materials in accordance with the terms and conditions of the RFP and Agreement without claims from any third party, including, without limitation, any employee, agent, or subcontractor of Provider. Provider shall promptly give written notice to Client in the event that, at any time, Provider learns or has reason to believe that any such materials infringes the patent, copyright, trade secret, or other intellectual property, proprietary, or contractual right of any third party.

Provider will indemnify and defend or settle any claim, suit, action, or proceeding brought against Client in accordance with Section 2.2-514 of the Code of Virginia to the extent that such claim, suit, action, or proceeding is based on a claim that Provider's Contracted Services to Client under the RFP and Agreement constitutes an infringement or misappropriation of a patent, copyright, or other proprietary right. Provider will pay resulting costs, damages, and attorney's fees.

12. TERM; TERMINATION

The term of Agreement shall commence on the Effective Date and will terminate on June 30, 2023, unless (i) as of such date there is a Schedule in force with Contracted Services outstanding, in which case the term of Agreement shall continue until Provider has satisfied all obligations under such Schedule or Agreement is otherwise terminated by Client in accordance with its terms, (ii) Agreement is extended by the mutual written agreement of the parties, or (iii) Agreement earlier terminated as provided below.

Client may terminate Agreement or any Schedule with or without cause, at any time, by providing not less than sixty (60) days written notice to Provider. In the event of termination by Client in accordance with this subsection, Client will pay Provider any compensation due through the date of termination.

Within five (5) business days of termination or expiration of Agreement, Provider will surrender to Client any and all records, drafts, notes, memorandum, documents, and other tangible information, existing in any medium, which relate to the Contracted Services provided hereunder or were supplied by Client to Provider in connection with the Contracted Services provided hereunder including, but not limited to, Client's Confidential Information, and all copies, reprints, or reproductions thereof made by Provider in its possession or under its control (the "Data"). The Data is and shall remain the exclusive property of Client.

In the event of expiration or termination of Agreement, to the extent Provider has any continuing obligations under any Schedule, Provider shall, at no charge to Client, reasonably cooperate with Client and its designees to ensure a smooth transition of the Data to Client or its designee. Provider is obligated to provide the data in a format reasonably acceptable to Client.

The provisions of §5, 6, 9, 10, and 11, as well as any provision which by its intent and meaning is intended to survive, shall survive the expiration or termination of Agreement.

13. SEVERABILITY

It is understood that if any provision of Agreement is declared to be invalid by a court of competent jurisdiction, such provision shall be severed from Agreement and the other provisions hereof shall remain in full force and effect.

14. ENTIRE UNDERSTANDING

It is understood that the RFP, Agreement and all Schedules now known or agreed to in the future contains the entire understanding of the parties with respect to the subject matter contained herein and supersedes all prior oral and

written understandings between the parties with respect to the subject matter contained herein. There are no promises, covenants, or understandings other than those expressly set forth herein. The RFP and Agreement may not be modified except by written authorization signed by both Client and Provider.

15. SUBCONTRACTORS; ASSIGNMENT

Provider may not subcontract or delegate any of the services to be provided by Provider pursuant to the RFP and Agreement to any other organization, subdivision, association, individual, corporation, partnership, or group of individuals or other such entity without the prior written consent of Client.

It is understood that neither Client nor Provider may assign any rights under the RFP and Agreement without written consent of the other party. Subject to the foregoing sentence, the RFP and Agreement shall be binding upon Client, its successors, and permitted assignees, and Provider, its successors, and permitted assignees.

16. WAIVER

It is understood that no delay or omission in exercising any right or remedy identified herein shall constitute a waiver of such right or remedy, and shall not be construed as a bar to or a waiver of any such right or remedy on any other occasion. Any waiver shall be effective only if in writing and signed by the waiving party.

17. ARBITRATION

Intentionally omitted.

18. NOTICES

Any notices required hereunder shall be in writing and shall be given to the parties by hand, by facsimile, by nationally recognized overnight courier service or by express, registered or certified mail, postage prepaid, return receipt requested, for Client, at the addresses set forth below and, for Provider, at the address set forth in the relevant Schedule, with a copy to the address set forth below:

if to Provider:

Technolutions, Inc.
234 Church St 15th Fl
New Haven, CT 06510

if to Client, send a copy to:

Joanne Jensen
Virginia Commonwealth University
Box 843065

901 West Franklin Street
Richmond, Virginia 20284

Notices shall be deemed to have been given upon actual receipt thereof. Either party may change its notice address by written notice to the other.

concerning performance or non-performance in any manner related to this agreement, for any and all claims will not, in the aggregate, exceed the total amount of coverage available pursuant to Provider's insurance coverage. In no event will Provider or Client be liable for any lost profits, special, indirect, consequential, incidental or punitive damages.

19. USE OF CLIENT'S NAME

Provider agrees not to use (a) Client's name, (b) the name of any agent of Client, or (c) any trademarks, service marks, or trade names owned or controlled by Client, in any sales, promotional, advertising, or other publication, without the express prior written permission of Client.

20. INSURANCE

Provider, for benefit of itself and any of its subcontractors, shall procure and maintain, through the term of Agreement, at Provider's sole cost and expense, the following types of insurance coverage:

- a. Commercial General Liability Insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate limit, and \$4,000,000 umbrella excess liability including but not limited to premises/operations liability, independent contractor's liability, personal injury liability, contractual liability, products liability, completed operations liability, and broad form property damage liability;
- b. Special Form Property Insurance covering all of Provider's property, including but not limited to the contents of any office space used by Provider for any reason in support of this Agreement, computer equipment, direct physical loss or damage, coverage for computer hardware and software for its full replacement cost; and;
- c. Technology Errors and Omissions Liability Insurance in a minimum amount of \$7,000,000 per occurrence and \$7,000,000 aggregate combined single limit, covering the implementation of malicious code, theft or destruction of data and unauthorized access, and violation of information handling;
- d. Provider shall furnish insurance certificate as evidence of coverage for each insurance coverage listed above. Carriers to be used to provide coverage will be rated by A.M. Best, with at least an A-rating and a financial size category of at least Class VII.

21. LIMITATION OF LIABILITY

Client acknowledges that Provider delivers a complex service that requires the cooperation and service of third-parties. The limit of Provider's liability in contract to Client

Virginia Commonwealth University
Technolutions, Inc.

Technolutions Master Services Agreement
v20171011

IN WITNESS WHEREOF Provider and Client agree that they
have carefully read and understand the terms of Agreement and
have signed Agreement on the dates written below.

VIRGINIA COMMONWEALTH UNIVERSITY

By: Karol Ann Gray

Date: 7/11/18

TECHNOLUTIONS, INC.

By: [Signature]

Date: 7/9/18

Schedule I

This Schedule I, effective as of the date of the last signature affixed hereto, forms a part of and is subject to the terms and conditions of the RFP and Master Services Agreement by and between Virginia Commonwealth University (“Client”), and Technolutions, Inc. (“Provider”) dated as of June ___, 2018 (the “RFP and Agreement”). This Schedule shall be valid only when signed by an authorized representative of each party. In the event of any inconsistency between this Schedule I and the Agreement with regard to the subject matter herein, this Schedule I shall prevail.

General Requirements

Provider will license, host, and support an information management system (the Technolutions Slate information management system) for Client. As used in this Schedule I “Services” shall have the meaning set forth in the Agreement, except that it shall refer only to the Services comprising the services provided under this Schedule I. Provider will license any and all third party or auxiliary components required to make effective use of the Services, including server licenses to be held by Provider for duration of RFP and Agreement.

Services

The comprehensive suite of Technolutions Slate services will be provided for the entire duration of Agreement. The license includes the complete functionality of Slate, including but not limited to supporting:

1. All matters of outreach, including: the collection of prospect information via inquiry forms, information request forms, and other custom-built forms; the hosting of event registration forms, campus visit scheduling, and interview and audition scheduling; the hosting of online webinars and other modes of interaction; the uploading and import of lists and spreadsheets; the de-duping and consolidation of interactions; the management of ad-hoc datasets; the mass delivery of rich-text email communications, including the tracking of clicks, views, bounces, and opt outs; the recording of activities and communications for prospects, and the assignment of tags and flags; and the presentation of all constituent information on a single customized form.
2. All matters of the application process, including the collection of applicant information as part of an online application; the electronic receipt of letters of recommendations; the self-service uploading of unofficial transcripts, resumes, essays, and other application materials; the uploading of digital portfolios, including audio, video, slides, websites, documents, and other media; the preview of the application form as rendered onto a client-provided PDF; reporting of materials as received and display to applicants via the secure application status website; the post-application upload of materials by applicants when requested; the digital upload and scanning of off-line materials by administrative users into an integrated digital imaging system connected with each applicant’s file; and the integration with Outlook and the direct upload of email communications and other notes.
3. All matters of the application review process, including the custom development of an online system to accompany the review process, utilizing the web-based interactive Slate Reader; the rendering of the application onto client-provided PDFs, which may or may not be the same as the applicant-facing PDFs; interview and audition scheduling; bin management; status management; review and ratings forms; granular permissions and routes for multi-department and multi-track implementations; summary sheets and other custom documents that re-present the information

collected on the application; and the development of a print process to print just those materials that must be printed for a defined population.

4. All matters of the post-application process, including the secure release of decisions online; the hosting of reply forms; the collection of enrollment deposits; the automatic opt-out and migration of data of applicants upon the conclusion of an application year.
5. All matters of data management, including real-time access to all information; real-time querying via a graphical self-service query builder; information lookup via auto-completes and custom search forms; and the summarized/cubic reporting of data via custom reports, charts, and other presentations; and data integration within Slate to support communication to/from external systems.
6. Full integration with organization branding, including the hosting of the application on the organization's domain (e.g., apply.slate.edu); the development of a site-wide template that mimics the design and branding of the organization's website, for brand consistency among all public-facing websites; and embeddable components and vanity URLs that may be used in marketing communications.

System Availability

The system shall be available 365 days per year, with an uptime of 99.99%.

Scheduled System Maintenance shall be made between the hours of 2:00am to 5:00am Eastern Time on Sunday, upon 3 days advance notification to Client.

Provider shall use best efforts to perform emergency maintenance between the hours of 2:00am to 5:00am Eastern Time, except in the event of pending or actual failure of the system, giving as much notice as possible to the Client.

Provider shall notify Client of expected duration of all maintenance, and notify Client when the maintenance has been completed and the system availability has been restored.

Payment Schedule

License tier for programs receiving fewer than 40,000 submitted applications per year.

Payments in the amount designated below shall be remitted to Provider within thirty (30) days of Client's receipt of a proper invoice, or upon written agreement of both parties to invoice and settle payment otherwise:

July 1, 2017—June 30, 2018

June 15, 2018: \$_____ (pro-rated for a June 15, 2018 start)

July 1, 2018—June 30, 2019

July 1, 2018: \$50,505

January 1, 2019: \$50,505

July 1, 2019—June 30, 2020

July 1, 2019: \$50,505

January 1, 2020: \$50,505

July 1, 2020—June 30, 2021

July 1, 2020: \$50,505

January 1, 2021: \$50,505

July 1, 2021—June 30, 2022

July 1, 2021: \$50,505

January 1, 2022: \$50,505

July 1, 2022—June 30, 2023

July 1, 2022: \$50,505

January 1, 2023: \$50,505

The pricing is for the comprehensive suite of Slate services, and includes full support services, all new features and upgrades, hosting, customization, and new development. There are no per-user charges.

Termination

Termination by either party shall be subject to the notice requirements set forth in Agreement. This Schedule shall terminate on June 30, 2023.

Maintenance Plan

Support and maintenance shall be provided at no additional charge for the duration of Agreement. Support includes the instruction of use and maintenance of Services. Maintenance includes the enhancement of Services for the purposes of ensuring application stability, security, and usability.

Accounts Payable Contact

Schedule Renewal Contact

Name _____

Title _____

Email _____

Phone _____

IN WITNESS WHEREOF Client and Provider have caused this Schedule I to be executed by their duly authorized representatives.

VIRGINIA COMMONWEALTH UNIVERSITY

By: Karel Kain Bey

Date: 7/11/18

TECHNOLUTIONS, INC.

By: [Signature]

Date: 7/9/18

**VIRGINIA COMMONWEALTH UNIVERSITY
MODIFICATION SUMMARY**

RFP #7357754JC

DATE: June 27, 2018

BUYER: Amy Anthes

SUMMARY OF NEGOTIATIONS:

The Vendor accepted our edits to their Master Services Agreement, which are attached and incorporated into the RFP.

VCU can have undergrad and grad together in one license/database with no additional cost. VCU would have one implementation team on your end, one service desk account and one assigned program manager from our team under this model.

After discussions regarding cooperative procurement and VASCUPP posting of the cooperative contract, Technolutions, Inc. has agreed to VCU posting the standard two party contract on VASCUPP, with an indication to contact the buyer for additional information. Technolutions, Inc. also understands that the contract documents are subject to FOIA since there was no indication previously provided that any part of their proposal was confidential or proprietary.

Regarding our request for a discount, they stated that they provide certifications of commercial pricing to all of our schools, guaranteeing each school that they are each receiving the lowest and best rates for their size and configuration, so our pricing is consistent across all similarly-configured schools. While they are not able to adjust the licensing tiers or costs in a manner that would be inconsistent with these contractual guarantees of consistent pricing, they can adjust payment dates to work better within fiscal years or budgetary cycles.

With respect to our request for an additional staff member at Launchpad, they responded that as a general guideline, they encourage organizations to bring 3 staff members to Slate Launchpad, as a larger group has the potential to become a bit unwieldy, given that you're actively building out the database during those first four days, so there can be the potential for "too many cooks in the kitchen." That said, there can be circumstances that might require more staff members to attend, and we are happy to accommodate a larger group. There are no registration fees for the first 3 staff, but there is a nominal registration fee (which we further subsidize heavily) of \$750 for each registrant beyond the first 3 which covers just the hard costs of attendance, such as meals and the reception, for any additional attendees.