



# Procurement Services

## COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

**Contract Number: 7910533AA**

This Contract entered into by iModules Software, 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 PERFORMANCE:** From the execution of the contract by both parties through August 31, 2021 with up to three (3) successive one (1) year renewal options.

**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 the following, and in the event of any conflict or inconsistency between the provisions of the Contract Documents, such conflict or inconsistency shall be resolved by giving precedence in the following order:

- (1) This signed form;
- (2) The Negotiated Service Agreement and Data Security Exhibit E,
- (3) The Statement of Work, Exhibit A;
- (4) The Privacy Policy;
- (5) The Modifications, Clarifications, and Additions to the Contract dated August 24, 2018; and April 19, 2018.
- (6) The Contractor's Proposal dated March 12, 2018
- (7) The Request for Proposals # 7910533AA dated February 16, 2018, Exhibit B, including Addendum 1 dated February 27, 2018.

All of which documents are incorporated herein by reference.

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

**CONTRACTOR:**

iModules Software, Inc.

By: Clay Bond  
A5EBC55E6CDE4DC...

Name Printed: Clay Bond

Title: VP of Sales

Date: 8/29/2018

**PURCHASING AGENCY:**

Virginia Commonwealth University

By: Karol Kain Grealy

Name Printed: Karol Kain Grealy

Title: Senior Vice President & CFO

Date: 8-30-18

## SERVICES AGREEMENT

This Services Agreement (the "Agreement") is dated as of the last signature on page 2 above ("Effective Date"), by and between Virginia Commonwealth University, a corporation and institution of higher education of the Commonwealth of Virginia ("University" or "Purchasing Agency") and iModules Software, Inc., a Delaware corporation with its principal place of business located at 5101 College Boulevard, Leawood, KS 66211 ("Company" or "Contractor") (each a "Party" and collectively, "Parties"). In consideration of the mutual promises herein, the Parties agree as follows:

1. **Term and Termination.** The initial contract term shall be a three (3) year term with the option of three (3) additional one (1) year renewals, subject to Section 2 as set forth below. This Agreement may be terminated by either Party at any time upon a material breach of this Agreement, which is not remedied by the Party in breach within thirty (30) days after receiving written notice of such material breach from the other Party. For Agreement Cancellation, see Section 10 (B) below. Upon any termination of this Agreement, University shall pay to Company all undisputed fees for Professional Services performed prior to the effective date of Termination.
2. **Renewal.** If the Commonwealth elects to exercise the option to renew the contract for additional one (1)-year periods, as set forth in Section 1 above, the contract price(s) for each additional one (1) year shall not exceed the contract price(s) of the previous contract period increased/decreased by more than three percent (3%). Notwithstanding the foregoing, price increases shall be mutually agreed upon in writing. The Parties agree to begin negotiations to renew this Agreement approximately ninety (90) days prior to the end of the then-current term.
3. **Definitions.**
  - A. **"Agreement"** means this Services Agreement, which contract documents shall consist of the following, and in the event of any conflict or inconsistency between the provisions of the contract documents, such conflict or inconsistency shall be resolved by giving precedence in the following order: (1) The signed form; (2) the Negotiated Service Agreement and Data Security (Exhibit E); (3) the Statement of Work (Exhibit A); (4) the Privacy Policy; (5) The Modifications, Clarifications and Additions to the Contract dated August 24, 2018 and April 19, 2018; (6) the Contractor's Proposal dated March 12, 2018; and (7) the Request for Proposals #7910533AA dated February 16, 2018, including Addendum 1 dated February 27, 2018 (Exhibit B). The Agreement shall not accept other terms and conditions unless mutually agreed upon in a written agreement and signed by both Parties.
  - B. **"Services"** means Company shall provide University certain services as specified in a properly executed Statement of Work to be incorporated herein and made a part hereof. The Services to be provided by Company to University are as defined in the Statement of Work(s) and any accompanying Work Order(s) and shall be subject to, the terms and conditions of the Service Agreement.
  - C. **"Term"** means the term during which Company will provide the Services to University, as specified in the Statement of Work(s).
  - D. **"Work Order" or "Amendment"** shall refer to a subsequent document between the Parties for the purposes of adding Services to an existing Statement of Work.
4. **Provision of Services.**
  - A. **PROVISION OF APPLICATION SERVICES.**

- i. **"Application Services"** means the online, web-based Encompass service, including associated online Modules, provided by Company via University's designated website hosted by Company.
- ii. Company shall develop, host, operate, and maintain the Application Services as described in the Agreement between Company and University. Company grants University and its authorized users a worldwide, non-exclusive, non-transferable, non-sublicenseable license to access and use the Application Services in accordance with the Agreement.
- iii. Company reserves the right to modify the Application Services, its support policies, and its security and privacy policies at its sole discretion and with reasonable notice.
- iv. University's license to use the Application Services extends only to the Application Services described in the Agreement as available on the date of execution. At Company's discretion, it may add new, separately priced functionality and/or features to the Application Services for which it charges a supplemental fee. University may add such new functionality and/or features to the Application Services upon the execution of a mutually acceptable Statement of Work or Work Order/Amendment with agreed upon fees and payment terms, as applicable.
- v. This Agreement does not make any contractual commitment by Company for specific Application Services enhancements on behalf of University.
- vi. Company may monitor University's use of the Application Services to (i) verify compliance with the provisions of this Agreement, and (ii) properly operate, develop and improve the Application Services.

**B. PROVISION OF PROFESSIONAL SERVICES.**

- i. **"Professional Services"** means implementation services, training services, managed services, application consulting services, product enhancement services and other professional services, as set forth and described in the Agreement, to be provided by Company to University pursuant to the Agreement.
- ii. Professional Services shall be performed by Company in accordance with the requirements and specifications as set forth in the Agreement.

- C. The Parties may modify the scope, requirements, specifications, quantities, schedule, charges, cost and other details of the Professional Services set forth in the Agreement upon execution of a mutually agreed Work Order.

**5. Content and University Data.**

- A. University shall provide Company with all text, data, graphics, artwork, designs, audio-visual components, recordings, films, photographs, and other information and materials (the "Content") that University considers necessary for the design, development, and support of the Application Services. Subject to the approval of University, Company may adapt, modify, add to, translate, manipulate, restructure, and reformat the Content as necessary to create, modify, and maintain the Application Services. University shall have sole responsibility for securing any necessary rights or permissions from any third party for any Content and for the use of any third-party facility, link, software and feature capabilities of the software structure. The Content, provided such items and/or materials are not available in the public domain, shall be the exclusive property of University. Nothing herein shall allow Company the right to alter or modify University's logos and trademarks. University's Content rights do not include any rights to Company's servers, facilities, or property.

- B. In addition to Content as provided above, all transactional data and other member or user information received by or collected from the Application Services shall be the property of University. Company may monitor use of the Application Services and use University Data in an aggregate and anonymous manner, compile statistical and performance information related to the provision and operation of the Application Services, and may make such information available to use and to supplement the Application Services, provided that such information does not incorporate University data, University's constituent data, and/or identify University's Confidential Information. Company retains all intellectual property rights in such information. The Content and University Data provided by University shall be strictly limited to the extent necessary to perform the Services under this Agreement and shall not be disclosed at the University or individual constituent identifiable level or any commercial purposes not directly related to Services to be provided hereunder.
- C. UNIVERSITY IS RESPONSIBLE FOR ALL CONTENT AND OTHER DATA AND INFORMATION PROVIDED TO COMPANY OR RECEIVED BY OR COLLECTED FROM THE APPLICATION SERVICES. IN ADDITION, UNIVERSITY IS RESPONSIBLE FOR ITS USE OF THE COMPANY'S WEB SERVICES OPTION TO OBTAIN, MANIPULATE AND/OR STORE SUCH CONTENT, DATA, AND INFORMATION. TO THE EXTENT PERMITTED BY LAW, COMPANY SHALL NOT BE LIABLE TO UNIVERSITY OR ANY OF UNIVERSITY'S MEMBERS FOR ANY DAMAGES OR CLAIMS ARISING OUT OF, RELATED TO OR IN CONNECTION WITH SUCH CONTENT, DATA AND INFORMATION, OR UNIVERSITY'S USE OF THE COMPANY'S WEB SERVICES OPTION.

**6. Company's Ownership.**

- A. Company is the exclusive owner of the Application Services. No rights with respect to the Application Services are granted to University except as expressly set forth in this Agreement.
- B. Company shall not be restricted in the manner it uses the work product or any ideas, concepts, knowhow, techniques or procedures acquired or used by Company in the performance of the Professional services, provided, however, that Company shall only use Content and University's Confidential Information to provide the Services under the Agreement.
- C. University acknowledges that, in providing the Services, Company utilizes (i) the iModules name, logo, domain name, and the product and service names associated with the Application Services, and (ii) other technology, software, equipment, products, processes, algorithms, methods of doing business, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively, "Company Property"). Company Property also includes any pre-existing or independently developed materials which are used in connection with the provision of any Services. Company is the exclusive owner of all Company Property.

**7. Company Responsibilities.**

- A. Company shall: (i) maintain the security and integrity of the Application Services; and (ii) use commercially reasonable efforts to make the Application Services available on a 99% availability basis 24 hours a day, 7 days a week, except for: (a) regularly scheduled maintenance (of which Company shall give reasonable advance notice to University via the Application Services); or (b) any unavailability caused by circumstances beyond Company's reasonable control, including computer, telecommunications, Internet



service provider or hosting facility failures or delays involving hardware, software or power systems not within Company's possession or reasonable control, and network intrusions or denial of service attacks.

- B. Should an unscheduled Application Services interruption occur, Company will use commercially reasonable efforts to bring the Application Services back online within 30 minutes of the time of interruption, regardless of the time or date the service interruption first occurs. Company shall maintain a digitally-based escalation procedure to promptly bring any Application Services interruptions to the attention of the appropriate Company personnel for response and resolution. In the event of any major Application Services interruption, Company will notify University as soon as possible as to the extent of the problem and anticipated downtime.
- C. As part of the Application Services, Company will perform daily data backups and maintain industry-standard disaster recovery processes.
- D. Company will provide telephone and email support for the Application Services in accordance with its standard support policies. Such Services and standard hours are defined in the Statement of Work.

#### **8. University Responsibilities.**

- A. The Application Services may be used only for lawful purposes. Any posting or transmission of data or other use of the Application Services in violation of any applicable state, federal or other law by University, its members or any users is strictly prohibited. This includes, but is not limited to, data that is threatening, obscene, indecent, defamatory, discriminatory or which belongs to a third party (without the permission of such third party). It also includes the posting or transmission of data in violation of export control laws.
- B. Additionally, University expressly agrees that it will not intentionally (A) upload or transmit to Company's Services, products or systems any Sensitive University Data, Content or other information as defined below; and (B) Company's Services, products or systems are not configured to receive, store, or transmit, directly or indirectly, any Sensitive University Data, Content or other information as defined below. As used herein, Sensitive University Data, Content, or other information consists of (i) any information pertaining to student enrollment, detailed education and academic records; (ii) any government issued identifications, including, but not limited to, Social Security Numbers and Individual Taxpayer Identification Numbers; (iii) any information that constitutes protected health information ("PHI") as defined under the Health Insurance Portability and Accountability Act ("HIPAA"), or (iv) any unauthorized third party Content. University further acknowledges and agrees that that Company is neither a "Covered Entity" nor a "Business Associate" under HIPAA. University agrees that Company may terminate this Agreement with reasonable written notice, if University is found to be in violation of any part of this provision.
- C. University shall not: (i) sublicense, sell, lease, transfer, assign, or otherwise commercially exploit or make the Application Services available to any third party, other than as contemplated by this Agreement; (ii) send spam or otherwise unsolicited messages in violation of applicable laws; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Application Services or the data contained therein or block or disrupt any use or enjoyment of the Application Services by any third party; or (vi) attempt to gain unauthorized access to

the Application Services or its related systems or networks, including but not limited to vulnerability scanning and penetrations tests for PCI and other compliance matters without written consent from Company.

- D. University shall not (i) modify, translate, copy or create derivative works based on the Application Services or Company Property; (ii) disassemble, reverse engineer, or decompile the Application Services or Company Property, or (iii) access the Application Services in order to build a competitive product or service or to build a product or service using similar ideas, features, functions or graphics as the Application Services.
- E. University will notify Company in writing or via email of any changes to the contact information of key individuals that are party to this Agreement.
- F. University will not provide password or login access to any individual that is not an employee, independent contractor or volunteer of University.
- G. University will protect security credentials to any individual accessing University's Content or data via Company's Web Services, including but not limited to, a third party developer, integrator or contractor. University will use commercially reasonable efforts to ensure that any such third-party/contractors hired by University be bound by provisions 8, "University Responsibilities," and 9(CC), "Confidentiality," of this Agreement. University will use commercially reasonable efforts to ensure third party developers, integrators or contractors do not modify or incorporate into or with other Company's Web Services or create a derivative work of any part of Company's Web Services. Except for University's election to hire and compensate a contractor/third party for the University's specified hiring need or such work product created for hire, such contracted third parties/contractors are restricted from creating commercially-available products and from profiting in any way from any work related to the Application Services, Web Services, or other Company Property that may have been performed for University, without expressed prior written notice to Company. University agrees that Company may terminate this Agreement with reasonable written notice, if University's contractor/third party is found to be in violation of any part of Section 8 or Section 9(CC) of this Agreement. IN THE EVENT UNIVERSITY HIRES A THIRD PARTY/CONTRACTOR AND GRANTS SUCH THIRD PARTY/CONTRACTOR ACCESS TO COMPANY'S PRODUCTS AND SERVICES; UNIVERSITY ACKNOWLEDGES AND UNDERSTANDS COMPANY SHALL NOT BE LIABLE TO UNIVERSITY OR ANY OF UNIVERSITY'S MEMBERS FOR ANY DAMAGES OR CLAIMS ARISING OUT OF, RELATED TO OR IN CONNECTION WITH SUCH THIRD PARTY'S/CONTRACTOR'S USE OF THE COMPANY'S PRODUCTS AND SERVICES.

## 9. General Terms and Conditions

- A. **APPLICABLE LAW AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth located in Richmond, Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- B. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With

Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1). In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:

- a. Virginia Commonwealth University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Offeror.

- C. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- D. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

- E. DEBARMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- F. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract
- G. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- H. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation by the deadline for questions stated in this document. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- I. PAYMENT:
  - 1. To Prime Contractor:
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
    - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
    - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
    - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon



determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

a. To the extent applicable, Contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the Subcontractor(s) under the contract; or

(2) To notify the agency and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

b. To the extent applicable, the Contractor is obligated to pay the Subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in 2. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation of the Commonwealth.

- J. PRECEDENCE OF TERMS: Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- K. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- L. TESTING AND INSPECTION: To the extent applicable and subject to Section 8(C), the Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications in conjunction with Section 10(F).
- M. ASSIGNMENT OF CONTRACT: Neither Party may assign any right or obligation under this Agreement without the prior written consent of the other Party, except in connection with the sale, merger, or transfer of substantially all of the assets of such Party or to a wholly-

owned subsidiary of such Party, which Party will provide notice of such event to the other Party,

N. **CHANGES TO THE CONTRACT:** Changes can be made to the Contract in any one of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by mutual agreement between the parties in writing.

O. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice with a thirty (30) day cure period, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

P. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

Q. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article, which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.

R. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all Offerors certify and warrant, to the extent applicable, that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

S. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Minimum Insurance Coverages and Limits Required for Most Contracts:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. Employers Liability - \$100,000.

3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

T. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.

U. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Offeror. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

V. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or against faith-based organizations or any other basis prohibited by state law relating to discrimination in employment. If the award of this

contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

W. As applicable, federal law requires compliance with the following for all federal government contracts:

1. 41 CFR § 60-1.4 Equal Opportunity Clause prohibiting discrimination on the basis of race, color, religion, sex, or national origin.

2. 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability (60-741.5(a)) and protected veteran status (41 CFR 60-300.5(a)), and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

X. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in a purchase order with the eVA transaction fee specified below assessed for each order. The Offeror Transaction Fee is:

1. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.

2. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified Offeror transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date.

Any adjustments (increases/decreases) will be handled through purchase order changes. The eVA Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://www.eva.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for Offerors to conduct business with state agencies and public bodies.

Offerors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

Y. FERPA: To the extent that University provides to Company any identifiable student information, including student name, address, phone number and email address, the University hereby designates the Company as a "school official" with a "legitimate educational interest" (as defined under the federal Family Rights and Privacy Act) in using such student information. Furthermore, the Company agrees to use such information only for the purpose of fulfilling its obligations under this Agreement and further agrees not to



disclose any such student information to any individual other than the student except as required by law or authorized in writing by the University or the individual student. The Company acknowledges that this protection of student information is necessary for the University's compliance with the Code of Virginia section 23.1-405(C) and FERPA. Notwithstanding the foregoing, and subject to Section 8(B) of this contract, such Content shall not include any Sensitive University Data.

- Z. **LIMITATION OF LIABILITY:** (i) Each Party shall be responsible for the negligent acts or omissions of itself, its officers, employees, and agents and the actual damages caused by itself, its officers, employees, and agents resulting therefrom. (ii) Neither Party shall be responsible for personal injury, or property damage or loss, except that resulting from its own negligence or the negligence of its officers, employees, and agents for whom the Party is legally responsible. (iii) IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS PAID OR PAYABLE BY UNIVERSITY TO COMPANY FOR THE PREVIOUS 12 MONTHS. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST REVENUE, LOSS OF USE, LOSS OF DATA, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. TO THE EXTENT PERMITTED BY THE VIRGINIA TORT CLAIMS ACT, SECTION 8.01-195.1, ET. SEQ. OF THE CODE OF VIRGINIA, AS AMENDED, AND OTHER APPLICABLE STATUTES RELATING TO CLAIMS AGAINST THE COMMONWEALTH OR ITS AGENCIES, VCU SHALL BE RESPONSIBLE FOR THE NEGLIGENT ACTS OR OMISSIONS OF ITS OFFICERS, EMPLOYEES, AGENTS.
- AA. **SOVEREIGN IMMUNITY:** University is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against University or the Commonwealth are subject to the requirements established under Virginia law for bringing such claims against University or the Commonwealth, including the Virginia Tort Claims Act (Va. Code §§ 8.01-195.1 et seq.) and other applicable statutes relating to claims against the Commonwealth or its agencies. Notwithstanding any other provision, nothing in this contract shall be deemed to be or construed as a waiver of VCU's or the Commonwealth's sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against VCU or the Commonwealth.
- BB. **FORCE MAJEURE:** Neither party will be responsible for any losses resulting from delay or failure in performance resulting from any cause, event, or occurrence beyond the control, and without negligence of, the parties. Such events, occurrences, or causes include, without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.
- CC. **CONFIDENTIALITY:** The Parties acknowledge the likely disclosure to each other during this Agreement of Confidential Information, the secrecy of which provides the disclosing Party an important commercial benefit. Each Party agrees to protect the secrecy of such information and not to use such information other than in furtherance of this Agreement, nor to disclose such Confidential Information to any other person or entity, other than to its employees or agents who need access to such information, without the written consent of the other Party. All Confidential Information shall remain the exclusive property of the disclosing Party. "Confidential Information" means any and all information regarding the

Party's intellectual property, trade secrets, proprietary data, business plans and forecasts, marketing strategies, financial information, account information, products or services under development, computer software, source codes, object codes, documentation and programmer commentary, analytical techniques and processes, transactional data and other customer or user information, and any other materials or information created or developed by a Party in connection with this Agreement. "Confidential Information" does not include information that (i) was available to a Party free of any confidentiality obligation to the other Party at the time of disclosure; (ii) is made available by a Party expressly without restriction on disclosure; (iii) is or becomes available to the public on or after the date of this Agreement (other than through prohibited disclosure by a Party); or (iv) is developed by a Party independently of such Confidential Information. If a Party is compelled by law or the Virginia Freedom of Information Act to disclose Confidential Information of the other Party, it shall provide the other Party with prior notice of such compelled disclosure (to the extent legally permitted or reasonable time exists to provide such notice) and reasonable assistance, at the other Party's cost, if the other Party wishes to contest the disclosure. To the extent that Content or any other information provided or input into the Application Services by University includes any "personal data" as defined under any applicable data protection laws, such personal data shall be treated as Confidential Information by Company in accordance with this Section. Company shall take reasonable security measures to protect such data and to maintain its confidentiality to the extent Company has access to such personal data. However, University acknowledges that University is responsible for inputting and managing such personal data and for compliance with all applicable laws governing such personal data.

DD. AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

EE. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that VCU shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement. In the event sufficient funds are not appropriated to University to fulfill the requirements of the Agreement, University may, in its sole discretion, terminate this Agreement, in whole, by giving Company reasonable advance written notice prior to the start of the next annual term. University's written notice of termination will confirm termination due to insufficient funds.

FF. PROTEST:

Any Offeror who desires to protest the award or decision to award a Contract shall submit the protest in writing to:

Director of Procurement Services  
Virginia Commonwealth University  
912 West Grace, 5th Floor  
Richmond, VA 23284

VCU will announce the award utilizing the Commonwealth of Virginia's e-Procurement system (eVA). The protest must be received no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. However, if the protest

of any actual or potential Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under the Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia Governed by Subchapter 3 of the Restricted Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§23-38.88 et seq) of Title 23 of the Code of Virginia, §34, then the time within which the protest shall be submitted shall expire ten (10) days after those records are available for inspection by such Offeror under §34, or at such later time as provided in this section.

VCU Notices of Award(s) or Notices of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov>.

No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and relief sought.

The VCU Director of Procurement Services shall issue a decision in writing within ten (10) days of receipt stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in Section 54 of the Governing Rules.

Nothing in this clause shall be construed to permit a proposer to challenge the validity of the terms or conditions of the RFP. "Days" as used in this paragraph refer to calendar days. If a deadline falls on a Saturday or Sunday, the next business day shall be considered to be the deadline.

GG. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement. Cost for additional goods and services will be negotiated between the Parties and agreed to in a written agreement executed by both Parties.

#### **10. Special Terms and Conditions**

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Virginia Commonwealth University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. CANCELLATION OF CONTRACT: This Agreement may be terminated by either Party at any time upon a material breach of this Agreement (including failure to make any payments on a timely basis), which is not remedied by the Party in breach within thirty (30) days after receiving written notice of such material breach from the other Party. In addition, Company at its election may immediately either terminate this Agreement or suspend the Application Services (a) for any violation of Section 8 above, or (b) if payments owed to Company are more than thirty (30) days overdue or (c) if renewal is not agreed to between Company and University upon expiration of Term.

- C. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- D. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** To the extent applicable, the Contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- E. **EXTRA CHARGES NOT ALLOWED:** The proposal price shall be for complete installation ready for Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed. This Section 10(E) does not apply to Section 9(GG) Additional Goods and Services above.
- F. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owners' representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
- G. **PRIME CONTRACTOR SUPERVISORY RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- H. **PRODUCT INFORMATION:** The Offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.
- I. **COPYRIGHTED MATERIAL:** (a) In the event the Application Services or third-party software used in connection with the Application Services become the subject of such a claim of copyright or other intellectual property infringement, then Company may, at its option, unless otherwise prohibited by a court of law: (i) procure for University the right to use the Software free of any liability for infringement or violation; (ii) replace or modify the Software to make it non-infringing or non-violating; or (iii) grant University a refund for the unused portion of the fees and charges hereunder allocable to the license of the Software based on amortization over the then-current term, and thereupon University shall return the Software to Company. Company shall have no liability under this for any claim based on modification of the Software by anyone other than Company, or use the Software other than as specified in this Agreement.  
  
(b) Except for Company's obligations and duties under this Service Agreement, University acknowledges and understands Company does not monitor Content or any other data captured by or obtained within the Application Services or Company's Web Services. Company shall not be liable for any third party claim of copyright or other intellectual



property infringement relating to any Content and any other data in the Application Services provided by University, or any third party claim relating to University's breach of its obligations set forth in Section 8 above or relating to University's members' use or misuse of the Application Services.

- J. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon mutual written agreement of both Parties for three (3) one (1) year periods under the terms and conditions of the original contract except as stated in Sections 1 and 2 above. Price may be negotiated only at the time of renewal. The Parties agree to begin negotiations if the Commonwealth wishes to exercise its right to renew approximately 90 days prior to the expiration date of each contract period.
- K. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- L. WARRANTY: Contractor warrants to University during the Term of this Agreement that the Service will comply with the material functionality described in the SaaS Materials and that functionality will be maintained in all material respects in subsequent upgrades to the Service. University's sole and exclusive remedy for Contractor's breach of this warranty shall be that University shall use commercially reasonable efforts to correct such errors or modify the Service to achieve the material functionality described in the SaaS Materials within a reasonable period of time. However, Contractor shall have no obligation with respect to this warranty claim unless notified of such claim within thirty (30) days of the first material functionality problem. Further, Contractor shall have no obligation with respect to this warranty claim, and University may not terminate the Agreement, where any alleged nonconformity is due to User error as reasonably determined by the parties after investigation and analysis by Contractor. Contractor does not warrant that the Service will be will be free of non-material errors, bugs, or minor interruption, or that all such errors will be corrected.
- M. DAMAGES: To the extent caused by the negligence of iModules, its officers, employees, or agents, any damage to existing utilities or equipment resulting from the performance of this contract shall be repaired to the mutual satisfaction of the parties at the Contractor's expense.
- N. POLICY OF EQUAL EMPLOYMENT: Virginia Commonwealth University is an equal opportunity/affirmative action employer. Women, Minorities, persons with disabilities are encouraged to apply. The University encourages all Offerors to establish and maintain a policy to insure equal opportunity employment. To that end, Offerors should submit along with their proposals, their policy of equal employment.
- O. ADDITIONAL USERS OF CONTRACT: It is the University's intent to provide other Virginia Association of State College and University Purchasing Professionals (VASCUPP) with access to the University's Agreements and to provide Contractors with opportunities to do business with other VASCUPP institutions of higher education.

To that end and if agreeable with the Contractor, the following Colleges and Universities listed are the VASCUPP institutions and may have access to any agreement resulting from

this solicitation: College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Polytechnic Institute & State University, Radford University, University of Mary Washington, and Longwood University. Upon written request from a VASCUPP institution, the Contractor may allow access to the Contract. Although the University desires to provide access on such contract to VASCUPP, the Contractor is not required to provide such access. A firm's willingness to provide this access to VASCUPP members will not be a consideration in awarding this contract. Although the VASCUPP Agencies may have access to any resulting Agreement, VASCUPP is not bound to use the Agreement and any use of the Agreement is strictly optional.

If the VASCUPP institutions choose to access the Agreement and the Contractor agrees to such access, the terms and conditions of the Agreement will be in full force and effect as between the VASCUPP institutions and the Contractor. VCU will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from a VASCUPP institution accessing the Agreement. The Contractor understands and agrees that it shall not have any recourse against VCU with respect to any claim it may have against another VASCUPP institution that accessed this Agreement.

We acknowledge and agree to this request to make the software available to other Institutions of Public Higher Education as a result of this RFP. Pricing will be based on a pricing metric following the same terms conditions and particulars of our pricing model and will be applied to each institution that chooses to purchase. Pricing is relevant to the particular organization's size and is based on total number of modules purchased, total number of entities using Encompass, including Clubs or Chapters, total add-on services and training packages, along with the total number of records in the database. Following these same metrics, we will work with each Institution or business unit to determine the final configuration and overall scope of the project with the associated pricing.

P. GRAMM-LEACH-BLILEY ACT:

To the extent applicable, the Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit and tax information.

Q. CRIMINAL BACKGROUND CHECK:

The Contractor is required to comply with Virginia Commonwealth University's ("VCU") employment policies on criminal conviction investigations.

[http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.p](http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf)  
[df](http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf) The Contractor shall perform criminal conviction investigations on all prospective candidates for full time or part time placement at VCU, including newly hired, re-hired, seasonal, and or temporary employees.

R. IDENTIFICATION CARDS:

All Contractor employees authorized to work at VCU, must obtain a VCU identification card. Information on obtaining a card is available at <http://vcucard.vcu.edu/myid.html>. Contractor's employees must wear their VCU identification when they are on VCU property.

11. IT Special Terms And Conditions:

A. DEFINITIONS:

1. "End User" means the individuals authorized by the University to access and use the Services provided by the Contractor under this agreement.
2. "Personal Information" includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards.
3. "Securely Destroy" means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. Upon termination of this Agreement, Company shall return or destroy all University Content, University Data, and University Confidential Information within thirty (30) days of termination from Company's main server. Company follows data destruction standards as described within the Department of Defense 5220.22 standards.
4. "Security Breach" means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
5. "Services" means any goods or services acquired by the University of Virginia from the Contractor.
6. "University Data" includes all Personal Information and other information that is not intentionally made generally available by the University on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.

**B. RIGHTS AND LICENSE IN AND TO UNIVERSITY DATA:**

The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use these data as provided in this agreement solely for the purpose of performing its obligations hereunder. This agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the agreement.

**C. INTELLECTUAL PROPERTY DISCLOSURE/ RIGHTS: (Intentionally omitted).**

**D. DATA PRIVACY:**

1. Contractor will use University Data only for the purpose of fulfilling its duties under this agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this agreement or as otherwise required by law.
2. Prior to implementation and for the term of this Agreement, University Data will not be stored outside the United States without prior written consent from the University.
3. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor obligations under this agreement. Contractor will ensure that employees who perform work under this

agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this agreement.

4. To the extent that University provides to Company any identifiable student information, including student name, address, phone number and email address, the University hereby designates the Company as a "school official" with a "legitimate educational interest" (as defined under the federal Family Rights and Privacy Act) in using such student information. Furthermore, the Company agrees to use such information only for the purpose of fulfilling its obligations under this Agreement and further agrees not to disclose any such student information to any individual other than the student except as required by law or authorized in writing by the University or the individual student. The Company acknowledges that this protection of student information is necessary for the University's compliance with the Code of Virginia section 23.1-405(C) and the federal Family Educational Rights and Privacy Act (FERPA). Notwithstanding the foregoing, and subject to Section 8(B) of this contract, such Content shall not include any Sensitive University Data.

E. DATA SECURITY:

1. Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface).
2. In all instances where PCI DSS compliance is required, Company shall achieve and maintain PCI DSS compliance against the current version of PCI DSS published on the Payment Card Industry Security Standards Council's ("PCI SSC") website. As evidence of compliance, and upon request, Company shall provide a current attestation of compliance, signed by a Payment Card Industry Qualified Security Assessor ("PCI QSA"). Company is certified as PCI Compliance Level 1 service provider. Company shall create and maintain reasonable detailed, complete, and accurate documentation describing the systems, processes, network segments, security controls, and dataflow used to receive, transmit, store, and secure cardholder data. Such documentation shall conform to the most current version of PCI DSS. Upon written request from University, Company shall make such documentation available. Company shall have a current attestation of compliance with PCI DSS industry standards, by meeting all security requirements to ensure commerce-based transaction data is protected, no less than annually.

As part of Company's policy, Company's datacenters hosting the Encompass platform must maintain their own annual SSAE 16 audit. Upon request, Company shall provide University or its appointed audit firm (Auditors) the current attestation of compliance for PCI DSS. If needed and upon request of University, Company shall also provide a certified SSAE 16, or equivalent review, performed and completed by an external audit firm, on behalf of the datacenter used for Company's Encompass platform. Additionally, the Contractor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this agreement. The University may



require, at University expense, the Company to perform additional audits and tests, the results of which will be provided promptly to the University.

3. Company uses Cryptography techniques that assist Company with preventing the unauthorized modification of information on its Application Services. Company's Cryptography techniques may include, but are not limited to: (i) storing Client backup data as part of its designated backup and recovery processes in encrypted form, using a commercially supported encryption solution; (ii) encryption of all external communication lines; (iii) requirement of minimum 128-bit encryption, TLS 1.2 encryption for web browsers, and AES-256-XTS encryption at rest; and (iv) periodic review and recertification of transmissions between Company and business partners or clients.
4. Contractor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this agreement.

F. DATA AUTHENTICITY AND INTEGRITY:

Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. The Selected Firm will be responsible during the terms of this agreement, unless otherwise specified elsewhere in this agreement, for converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.

G. SECURITY BREACH:

1. Response. Upon becoming aware of a Security Breach, or of circumstances that are reasonably understood to suggest a likely Security Breach, Contractor will timely notify the University consistent with applicable state or federal laws, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personal Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
2. If Contractor will NOT under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personal Information, the following provisions apply. In the event Company is notified or discovers an actual breach directly related to the confidentiality or security of Content or University Data via the Company's Application Services; Company shall notify University as soon as practicable, to the extent such notification, in Company's sole discretion, is in accordance with applicable law or its company policies and procedures. In addition, the parties shall mutually agree on communications collateral regarding such breach, including the administrative and financial responsibilities related thereto of each the party.

H. RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA:

If a Party is compelled by law to disclose Confidential Information of the other Party, it shall provide the other Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other Party's cost, if the other Party wishes to

contest the disclosure. This Section H does not apply to University's compliance with the Virginia Freedom of Information Act as stated in Paragraph 9(CC).

I. DATA TRANSFER UPON TERMINATION OR EXPIRATION: (Intentionally omitted).

J. AUDITS: (Intentionally omitted).

K. COMPLIANCE:

1. Contractor will comply with all applicable laws and industry standards in performing services under this agreement. Any Contractor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Contractor upon request.
2. Contractor warrants that the service it will provide to the University is fully compliant with relevant laws, regulations, and guidance that may be applicable to the service, such as: the Family Educational Rights and Privacy Act (FERPA), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA).
3. If the Payment Card Industry Data Security Standards (PCI-DSS) are applicable to the Contractor service provided to the University, the Contractor will, upon written request, furnish proof of compliance with PCI-DSS within 10 business days of the request.

L. NO END USER AGREEMENTS:

This agreement is the entire agreement between the University (including University employees and other End Users) and the Contractor. In the event that the Contractor enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements shall be null, void and without effect, and the terms of this agreement shall apply.

M. SECTION 508 COMPLIANCE:

Company recognizes the importance of inclusiveness within a society, where inclusiveness means the ability for all to be engaged, to be involved, and to give back. This would not be possible without technology that is accessible to all parties within a community. To that end, Company is committed to ensuring that our software is accessible to all constituents regardless of their ability or disability, and is compliant with WCAG 2.0 Level AA by December 2018. As an organization, we are investing in web accessibility and making it a core focus in the following ways:

- Providing audience specific online and instructor-lead training for Company associates so that they are proficient in how their role impacts web accessibility on their respective domains
- Engaging with third party consultants to audit our compliance status and receive guidance on proper remediation methods
- Establishing a working group of clients with a heightened interest or experience in accessibility as it relates to digital content and applications, for the purpose of providing input, feedback, and guidance about Company's accessibility efforts
- Engaging with members of the Kansas City community with accessibility needs in order to gain valuable perspective and to give back
- Training, design, and professional services include web accessibility as a specific focus during client engagements

Through these efforts, Company strives to continually advance our ability to provide accessible technology. Upon request, Company is happy to provide upon request our voluntary product accessibility template (VPAT) that conveys the compliance status of Company's software, and our accessibility roadmap showing our path to full compliance. If University has any questions or comments about the accessibility of our website or our products, please contact us at [info@imodules.com](mailto:info@imodules.com) or (913) 888-0772.

N. NONVISUAL ACCESS TO TECHNOLOGY: (Intentionally omitted).

O. SURVIVAL:

The Contractor's obligations under Section 11.A.3. and Exhibit E, Section 10 shall survive termination of this agreement until all University Data has been returned or Securely Destroyed.

12. Miscellaneous.

- A. University agrees and understands that videotaping, posting, streaming, distributing or using in any way the elements of Company's Applications Services without expressed prior written approval from Company is strictly forbidden.
- B. Relationship of Parties. The Parties agree that Company shall operate as an independent contractor and shall not be deemed to be engaged in a partnership, joint venture, or agency relationship of any kind. Neither Party has, or shall be deemed to have, the authority to represent the other Party or to create an obligation, express or implied, on behalf of the other Party.
- C. Each Party represents and warrants that it is the owner of, or has a license to use, any copyrights, patents, trademarks, trade secrets, or other intellectual property granted or conveyed herein, and that any rights, licenses, or other uses granted by such Party do not infringe or misappropriate any right of any third party. Company warrants that it owns or otherwise possesses sufficient rights to use, display, access, and permit University to use, display, and access the Application Services, and any Company Property and third-party software used in connection with the Application Services.
- D. In the event that any term or provision of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or provision, and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall be held to be invalid, illegal, or unenforceable, had never been contained herein.
- E. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right.
- F. Notices. All notices under this Agreement shall be in writing, sent to the addresses set forth in the Agreement, sent via personal delivery including via courier service, facsimile or e-mail. Notices will be effective upon confirmed signature and delivery if sent via personal delivery; or upon written confirmation receipt if sent via facsimile or e-mail.
- G. Entire Agreement. This Agreement represents the entire agreement between the Parties regarding the subject matter hereof and supersede all previous representations, understandings and agreements, oral or written, between the Parties with respect to the

subject matter hereof, which contract documents shall consist of the following, and in the event of any conflict or inconsistency between the provisions of the contract documents, such conflict or inconsistency shall be resolved by giving precedence in the following order: (1) The signed form; (2) the Negotiated Service Agreement and Data Security (Exhibit E); (3) the Statement of Work (Exhibit A); (4) the Privacy Policy (Exhibit ); (5) The Modifications, Clarifications and Additions to the Contract dated August 24, 2018 and April 19, 2018; (6) the Contractor's Proposal dated March 12, 2018; and (7) the Request for Proposals #7910533AA dated February 16, 2018, including Addendum 1 dated February 27, 2018 (Exhibit B).

- H. iModules' corporate policies and guidelines are within our industry standards. While many of the standards, federal regulations, and provisions provided in Sections 9 and 10 duplicate our corporate policies, iModules shall in its commercial efforts, provide the Program(s) under this Agreement in conformance with applicable industry and federal government compliance standards.





# Statement of Work

## Virginia Commonwealth University

913.888.0772 | office  
[www.imodules.com](http://www.imodules.com) | web

Date: July 3, 2018

---

**Project Contact Information**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_  
Phone \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
Current Site URL: \_\_\_\_\_

**Billing Information**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_  
Phone \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Make checks payable to "iModules Software, Inc." and remit to:

iModules Software, Inc.  
PO Box 205741  
Dallas, TX 75320-5741

Have all payments sent to the address above.

## SCHEDULE I: SCHEDULE OF FEES TO THE STATEMENT OF WORK

Included Licenses	Year-1	Year-2	Year-3
License, Maintenance, Hosting & Support	\$ 92,800	\$ 45,000	\$ 45,000
<b>Included Add-on Licenses</b>			
Web Services / API	\$ 2,520	\$ 1,700	\$ 1,700
HEP Matching Gift Integration (New HEP Client)	\$ 1,890	\$ 585	\$ 585
External Authentication SSO (LDAP, CAS, Shibboleth)	\$ 4,050	\$ 2,700	\$ 2,700
Branded SSL Certificate – Standard SSL	\$ 2,250	\$ 2,250	\$ 2,250
<b>Included Add-on Services</b>			
Crowdfunding Package	\$ 3,600	\$ -	\$ -
Onsite Training (Up to 12 Participants)	\$ 6,750	\$ -	\$ -
Sizzler Conference Registration (2 Attendees)	Included	\$ -	\$ -
<b>Discount</b>	<b>-\$5693</b>		
<b>Total Fees</b>	<b>\$108,167</b>	<b>\$ 52,235</b>	<b>\$ 52,235</b>

All prices listed are in United States Dollars (USD).

### Payment Terms

**Year-1 Service Fees:** are invoiced and due Net 30 days from receipt of an invoice. Year-1 Services include a one-time setup fee for implementation, including project management, design, programming, training and data import services. Additionally, certain Add-on Services, if selected, include a one-time set-up fee. Application Services Subscription Fees are included. If consulting and/or on-site training Services are selected, payment is due upon execution of this Statement of Work; any related travel expense (if applicable) will be invoiced and due upon completion of these services, in accordance and limited by VCU travel rules and allowable cost policy.

**Years 2 and 3 Service Fees:** are due annually, as noted in the Payment Schedule below, and payable Net 30 days from receipt of an invoice.

### Payment Schedule

	Total Amount	Annual Term	Est. Payment Due Date
Year 1 Fees (subscription + one-time services)	\$108,167	9/1/2018-8/31/2019	30 days upon execution
SUBSCRIPTION Year 2	\$ 52,235	9/1/2019-8/31/2020	9/1/2019
SUBSCRIPTION Year 3	\$ 52,235	9/1/2020-8/31/2021	9/1/2020





## Statement of Work Terms

1. "SA" shall refer to the Virginia Commonwealth University Services Agreement agreed upon and executed by the Parties. University acknowledges having read and agreed to the SA terms before executing this Statement of Work. Capitalized terms in this Statement of Work shall have the same meaning as in the SA. In the event of any conflict between the documents as mentioned herein, the order of precedence to resolve such conflict shall be as follows: the SA, Statement of Work, RFP, and any Exhibits.
2. "Statement of Work" shall refer to the Schedule of Fees and Schedule of Services as provided herein. Acceptance for this Statement of Work to be effective, both Parties must (a) accept the Statement of Work by signing below and (b) have executed the SA.
3. "Term" shall refer to Paragraph 2 of the SA, and will continue for a period as defined in Paragraph 2 of the SA.
4. "Work Order" or "Amendment" shall refer to a subsequent document between the Parties for the purposes of adding Services to an existing Statement of Work.

Each of the undersigned acknowledges the review and acceptance of this Statement of Work, including the Schedule of Fees and Schedule of Services.

Company: iModules Software, Inc.

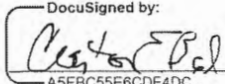
University: Virginia Commonwealth University

Name: Clay Bond

Name: \_\_\_\_\_

Title: Vice President of Sales

Title: \_\_\_\_\_

Signature  \_\_\_\_\_  
A5EBC55E6CDE4DC...

Signature \_\_\_\_\_

Statement  
of Work  
Date: 8/29/2018

Statement  
of Work  
Date: \_\_\_\_\_

# SCHEDULE II: SCHEDULE OF SERVICES TO THE STATEMENT OF WORK

## Table of Contents

- > PROJECT DESCRIPTION ..... 7
- > SCOPE OF SUBSCRIPTION ..... 7
- > IMPLEMENTATION SERVICES ..... 8
- > CONSULTING SERVICES ..... 9
- > TRAINING SERVICES..... 9
- > CUSTOMER SUPPORT ..... 10
- > DESIGN SERVICES..... 12
- > DATA CONFIGURATION & EXCHANGE..... 16
- > E-COMMERCE ..... 17
- > AUTHENTICATION..... 19
- > DNS & SSL MANAGEMENT ..... 20

This document outlines the unique Encompass configuration for the University. The Statement of Work is based on information gathered during the evaluation process. The final implementation of Encompass may vary from the scope of use that follows. Changes to the scope of use may cause project implementation timelines and fees to be altered.

## PROJECT DESCRIPTION

iModules is pleased to partner with Virginia Commonwealth University to implement Encompass – an integrated online communication and engagement solution with tools for content management, data management, email marketing, event management, online giving, social networking integration, and membership management. By incorporating data, content and strategy Encompass will enable your staff to drive relevant communication, and manage participation and financial support from your constituent base, while increasing internal operational efficiency.

Encompass will be implemented as described in the following sections and is scalable to grow with your institution's evolving needs over time. The implementation plan will be developed at project kickoff to plan for deployment of the Events functionality prior to the full site deployment.

## SCOPE OF SUBSCRIPTION

The use of Encompass and associated SA apply only to the following entities:

Entity Name:	CMS	Email Marketing	Directory	Event Management	Online Giving	Membership	Mobile Check-in App
Virginia Commonwealth University Development and Alumni Relations	X	X	X	X	X	X	X

# IMPLEMENTATION SERVICES

University is planning for a single-phase implementation of Encompass.

University's project manager will be contacted within five (5) working days of execution of this Agreement, and will engage with a Company's project manager to develop a detailed project plan based on Company's proven Implementation methodology – Discovery, Design, Development, Deployment, Debrief.

A typical Encompass configuration requires a minimum implementation period of four to six months, which may vary based on the specific project details outlined below. While all reasonable efforts will be made to complete implementation as quickly as possible, the go-live date is contingent upon successful completion of tasks in a timely manner by both University and Company.

## **Encompass Full Service Implementation**

Encompass Full Service Implementation includes:

- Assigned Project Manager to serve as primary point of contact for duration of implementation process
- Base Configuration of all subscribed modules and features, as outlined in the remainder of this Statement of Work
- Additional Content build and configuration for the following modules (if licensed)
  - CMS – Migration of content, provided by University, for up to six (6) content pages
  - Giving – Configuration of one (1) standardized mobile-ready primary giving form
  - Events – Configuration of one (1) standardized mobile-ready simple event template
  - Email – Configuration of one (1) standardized mobile-ready email template, and managed services to assist directly with up to two (2) email campaign sends using this template
  - Note: University can build additional quantities of all items listed above, beyond those directly configured by Company during the initial implementation
- Strategic Consulting
- Professional Services during implementation



## CONSULTING SERVICES

### Implementation Strategic Consulting

#### Hours Included: 5

Strategic Consulting aides in the development of goals for the website and the advancement department. Once goals are established, strategic consultants will work with the University to create a plan to work toward those goals, including areas such as data acquisition, email communications, targeted solicitations and additional fundraising recommendations.

### Implementation Professional Services

#### Hours Included: 10

iModules will provide University with time-based Consulting Services during the Implementation Period. All services must be initiated during the Implementation Period of this Agreement, and are projected to begin upon delivery of the site prototype. Unused hours at the end of the Implementation Period will expire unless there is a documented project plan in place to use these hours during the first three (3) months following date of the site(s) go-live. Consulting Services will expire once all contracted hours have been met or have expired.

Based on a preliminary evaluation of University's needs, Company will provide additional assistance during the Implementation Period. Specific deliverables may vary and will be discussed directly with an Application Consultant upon initiation of the Consulting Services.

## TRAINING SERVICES

### Training Details

#### Implementation Build Session

<input type="checkbox"/>	Hosted at iModules Office
X	Hosted at University's Site (Up to 12 Participants)

#### Ongoing Training

X	Access to Scheduled Webinar / Modular Training
---	--

### Webinar / Modular Training

Modulars are instructor-led group sessions held via phone/Web conference. Session dates and times and registration information are published on the iModules Client Community. Participants are welcome to ask questions as the instructor leads the session. Access to these sessions is included for University's team of administrators, both during the Implementation process and throughout the term of this Service Agreement.

### Implementation Build Session

An essential step of the Implementation process is an instructor-led build session. University agrees to participate in a build session through at least one of the following methods:

**Build Session Hosted at iModules Office**

Prior to a site going live, University may attend a build session (2.5 days) at iModules' offices. The build session consists of high-level reviews of each module with the majority of time dedicated to building out the site. University is expected to complete the pre-requisite training via web/audio modular sessions or online tutorials in advance of attending the build session. University may bring up to 4 staff members at no charge. University is responsible for bringing computers for all staff members attending training as well as all travel expenses. The build session will be coordinated through the Implementation and Training departments. University will be provided at least thirty days advance notice of the build session.

**Build Session Hosted at University's Site**

iModules to provide onsite training or "build session" at the University's site (if included).

Prior to site going live, University can host and attend training or build session at University's location. University can bring up to 12 staff members for this 3 day training session. University will be invoiced, at cost, for all traveling and lodging expense of the trainer, in accordance with and limited by VCU travel rules and allowable cost policy. University will be responsible for providing computers for all staff members. University can determine the structure of the session – either a training session (with modules covered in-depth) providing limited time devoted to building out the site or a build session (with high-level reviews of the modules) allowing the majority of time to be devoted to building out the site. The build session format will require attendees to complete the pre-requisite training via webinar/modular sessions or online tutorials in advance of attending the session. The session will be coordinated through Implementation and Company training department. University will be provided at least thirty days advance notice of the session. Additional members above 12 will require advance notification and the possible need for an additional trainer which will be billed at price listed in the Schedule of Fees or quoted when the need for an additional trainer is identified.

## CUSTOMER SUPPORT

Customer Support Details	
Sales Representative	Matt Baranoski
Solution Engineer	Brendan Murphy
Application Support	<input checked="" type="checkbox"/> Access to Application Support via Phone and Email
Account Management	<input checked="" type="checkbox"/> Assigned Senior Account Manager with recurring monthly meetings.

### Application Support

The iModules Application Support team provides call-center support to assist with day-to-day technical issues and questions. Support for iModules clients is provided via phone and email with the objective of providing a complete response as quickly as possible. Hours of operation are 7am through 7pm Central time on Monday through Thursday and 7am through 6pm Central time on Fridays. Application Support can be reached via email or phone at [applicationsupport@imodules.com](mailto:applicationsupport@imodules.com) and 913-685-5242.

After hours support including weekends is available on a scheduled basis at a rate of \$250 per hour.

## Account Management

The iModules Account Management team is responsible for:

- Maintaining and growing the relationship between the client's institution and iModules
- Ensuring satisfaction with iModules products and services
- Review best practices and provide suggestions to improve site usage and performance
- Serving as a point of escalation for clients when emergency/high priority technical issues arise
- Helping clients to add additional products and services
- Managing each client's license agreement renewal process
- All other account related issues

# DESIGN SERVICES

Design Details	
<b>Webpage Design Templates</b>	
QTY	
	Blueprint Design Template
	iModules-Provided Custom Template
4	Client-Provided Match Template
<b>Email Templates</b>	
QTY	
	Blueprint Email Template
1	Custom Email Template
<b>Crowdfunding Templates</b>	
QTY	
2	Blueprint Template

## Webpage Template Design

iModules provides a mobile-ready Web solution which provides your constituents with the best engagement experience with your institution, regardless of their device type.

### Blueprint Design

Blueprint design templates leverage pre-built design themes that can accommodate your colors and branding, and prioritize the types of content that are most important for your unique site. Client will choose options from a design workbook provided by Company as follows. iModules created designs include up to three rounds of concept revisions. If more than three revisions are required, additional charges may apply.

#### Homepage

- **Header & Footer Choice:** Both shared across the home page and interior page template
- **Member Tools Navigation:** Client chooses if included (yes or no) and shared across the home page and interior page template
- **Mobile Menu Choice:** Shared across the home page and interior page template
- **Desktop Dropdown Menu Choice:** Shared across the desktop home page and interior page template
- **Homepage Content Sections:** Five (5) additional design modules listed in order of priority by the client, based on the available 'home page only' options in the design workbook

#### Interior Page

- **Header & Footer Choice:** Both shared across the home page and interior page template
- **Member Tools Bar:** Client chooses if included (yes or no) and shared across the home page and interior page template
- **Mobile Menu Choice:** Shared across the home page and interior page template
- **Desktop Dropdown Menu Choice:** Shared across the desktop home page and interior page template
- **Interior Layout Choice** based on the available options in the workbook design created
- **Event Listing:** Standard, 2 options included
- **Event Detail Page:** Standard, 2 options included



- **News Pattern:** Standard, 2 options included

### iModules-Provided Custom Design

An iModules custom design provides a completely new look and feel for the new site. Client will work with iModules project manager and designers to create and establish this new site design that incorporates Client branding and image.

If iModules is creating a custom design, then two unique creative concepts will be produced. The number of templates included in the creative concepts is determined by the number of templates chosen above. iModules created designs include up to three rounds of concept revisions. If more than three revisions are required, additional charges may apply. Client will be required to sign off on the designs before they are implemented.

### Client-Provided Design

Client or Client's Agency will provide a design based on an existing institutional or alumni website, or a finalized and approved set of design files. Client is responsible for providing all web assets in one or more of the following formats (in order of preference):

- Link(s) to production HTML pages. Please specify a link to an existing page layout for each template layout. If Hybrid Design is selected, the provided URL must be built and fully functioning as an adaptive / responsive site.
- HTML mock-ups. File package should contain all HTML, CSS, images, Flash, JavaScript, etc. If Hybrid Design is selected, the provided HTML must already be built as an adaptive / responsive site.
- Layered Photoshop documents built at web resolution (72 dpi/ppi) in RGB (PDF, EPS, JPG and GIF files are not acceptable). Functionality of each item (drop-downs, image rotators, etc.) must be documented in the Photoshop file. If Hybrid Design is selected, Photoshop files must have the Bootstrap grid properly applied.

## Crowdfunding Package

Assist clients with the creation of their crowdfunding initiative through our expertise knowledge in the space and software. With the right combination of tools (Encompass) and services (Strategic and Professional Services), iModules is uniquely qualified to deliver a full service / turnkey solution to support these schools and drive measurable results.

Content build for the Project Page/homepage (max of 12 projects), and three additional pages:

- Up-to 12 Progress Indicators (one per project) to be built out on single Project page.
- Select one of three pre-determined layouts for the Progress Indicators on the Project Page.
- Creation of 1 static content page per project
- Select one of three pre-determined layouts for the Progress Indicators on the Project Page.

### Crowdfunding Project Maintenance: One Year / 7 PS Hours

- Move old projects to Archive page
- Add new projects to Homepage (max of 12 projects)
- Create static CMS page for each new project (max of 12 projects)
- Switch out active funds on crowdfunding page (max of 12 projects)
- PMO
- Online Training, and Access to Modular Training

## General Considerations

- All templates defined above the in the Configuration Overview(s) must be applied during the Implementation period of this Agreement.

- Template builds include only the rounds of build revisions as outlined above. If additional revisions are required, charges may apply. Client will be required to sign off on the templates before the site goes live.
- Actual site layouts (templates) implemented might be different due to solution design restrictions.
- Encompass currently supports jQuery 1.9.1. Other jQuery versions, MooTools or other JavaScript Frameworks are not supported at this time and will be removed from templates.
- After work as stated above is approved and signed off by the Client, any design changes, custom design work or additional functionality requested by Client will be billed based on hours required to implement requested changes. Company will provide Client estimate and Work Order for Client approval prior to beginning any such request. Additional Services will be billed at the current hourly rate.
- Additional page design templates requested post-contract not scoped above, will be billed at the current flat fee for each additional template.
- Additional email design templates requested post-contract not scoped above, will be billed at the current flat fee for each additional template.
- Total Page Layout Template greater than four will require additional time within the implementation project.
- Template Design projects include templates designed specifically for smart phone and tablets. Device detection is used to identify the appropriate template to display to the constituent. The configuration of these templates identified within this Service Agreement, are only available during the Implementation Project. If Client decides to not configure these during the Implementation, Client may be charged for the future configuration project.

# PRODUCT SET & ARCHITECTURE

Product Set & Architecture								
Encompass will be configured with the following enterprise architecture:								
Primary Community: Global Data & Configuration Layer								
Sub-Communities:		CMS	Directory	Email	Giving	Events	Check-in App	Membership
Virginia Commonwealth University Development and Alumni Relations		X	X	X	X	X	X	X

All products for each identified entity are expected to be launched as outlined in the Implementation Timeline above. If a module or entity requires a different timeline, additional fees may be applicable.

## DATA CONFIGURATION & EXCHANGE

### Configuration Details

Encompass will be mapped to, as the default database of record:  
Blackbaud CRM

Approximate number of constituent records:  
200,000 +

Data exchange methods to be used include:

X	Manual Import & Export (.csv)
X	Scheduled Secure File Transfer (SFTP)
X	Web Services / API

### General Considerations

1. Client's database will be mapped to the Encompass system. As part of the implementation process, database mapping services include configuration of a standardized set of 150 constituent data fields, data field types, and naming to match Client's schema. The services also include the configuration of static identifier fields that may be required for synchronization between Encompass and the Client's database of record.
2. Client understands it will provide iModules a data mapping document and a comma separate file (.csv) that will be used to build the client's Encompass solution.
3. Client understands any major database upgrades during implementation may require a re-mapping which may incur additional fees.
4. Client understands that ongoing imports of constituent data will be incremental in nature.

### Web Services / API

The Encompass Web Services are designed to provide the ability to obtain, store, and manipulate constituent data through a cross-platform, system-independent format on a transactional basis. The services are bidirectional, moving data in and out of the Encompass solution and utilize XML technology to achieve this data flow. To keep sensitive member data protected, the application resides on a secured server and requires administrator authentication for both data retrieval and storage.

Web Services allow for almost instant data updates and machine automation that can remove human intervention from the data synchronization process. Clients are required to set up the necessary middleware in order to utilize these Web Services.

Web Services are not designed to be used for bulk loads and extracts of client data. For large one-time and periodic mass downloads or uploads of data, Company provides bulk CSV-based import and export utilities. These utilities can be scheduled and data can be exchanged securely using secure file transfer protocol ("SFTP"). Please contact [ws-support@imodules.com](mailto:ws-support@imodules.com) for more information.

### Client Activation and Initial Training

Activation includes an initial Web Services Overview session with an iModules Web Services Consultant.

#### Client Test Environment

A generic shared test environment is available for all Clients at no charge. This environment will serve as a simple "proof of concept" testing area prior to data transfers that are specific to Client's site and data schema. The Test Environment should be used to provide insight on what level of development effort to expect and to see if Web Services will be your preferred option for data exchange. This environment is not intended for load testing. Please contact [ws-support@imodules.com](mailto:ws-support@imodules.com) to gain access to this test environment.

As part of the activation process, Company offers access to a fully functional test environment for use by Client to test Web Service calls that are specific to Client's site and data schema. This test environment is a snapshot copy of Client's production site and is available at no charge for the term of the Service Agreement. At the request of the Client, Company will refresh the test environment to match the Client's live production site up to 4 times yearly at no additional charge. Additional requests for refreshes of the test environment will be billed at the standard Consulting Services rate. This environment is not intended for load testing.

#### Implementation Process

Clients implementing solutions utilizing the Web Services Software must be activated by Company. After activation, Client may choose to engage Company to provide assistance on the Client's specific project(s) by contacting Company's Account Manager. Company will provide a scope of work as defined by the needs of the Client and will bill for our development services at the standard Consulting Services rate or on a fixed fee basis for each project.

#### Web Services Support

Company will provide up to 2 hours per month of web services support at no cost. Any time spent on resolving code defects in the Encompass Web Services platform will not count against support hours. Additional Support for Web Services will be billed at the standard Consulting Services rate or can be purchased on a fixed fee service basis.

COMPANY IS NOT RESPONSIBLE FOR ANY DISRUPTIONS OR CORRUPTIONS OF THE ONLINE SOLUTION DATABASE AS A RESULT OF WEB SERVICE REQUESTS CONTAINING INCORRECT INFORMATION UPDATED BY CLIENT. IF A WEB SERVICE REQUEST IS FOUND TO HAVE ADVERSELY IMPACTED THE ONLINE SOLUTION MEMBERSHIP DATABASE AND THE CLIENT WANTS COMPANY TO FIX THE DATA OR RESTORE A PREVIOUS BACKUP VERSION OF THE DATA, THEN THIS WILL RESULT IN A CHARGE TO CLIENT BASED ON THE STANDARD HOURLY BILLING RATE FOR THE ENTIRETY OF THE WORK TO BE PERFORMED.

#### Migration to New Releases of Web Services

Company may from time to time upgrade our standard Web Services interface. Company will continue to support old releases for at least a one year after the new release is offered to our Clients. Company will seek to make new releases backward compatible but will require Clients to upgrade or migrate to the new release over time. Any costs associated with migrating Client code to a new release is the sole responsibility of the Client.

## E-COMMERCE

#### Configuration Details

X	Configure E-Commerce
	Configure P2PE with Bluefin

Payment Gateway(s) to be used:



TBD
-----

## General Considerations

1. iModules does not integrate with any e-commerce providers not on its supported list.
2. Client will have the ability to process e-commerce transactions within Encompass. There is no charge or transaction fee for this service from Company to Client. Client is responsible for establishing an account with an Internet Merchant provider and is responsible for any bank charges.
3. Client understands that iModules passes a standard set of fields to each payment gateway it supports. Integration with each payment gateway is standard and cannot be customized.
4. Client understands that only selected iModules payment gateway integrations currently support the iModules Commerce ID system. The future integration of this feature with additional payment gateways is not guaranteed and is subject to the iModules product roadmap.
5. Client understands that not all of the iModules payment gateway integrations currently support collection of CVV2 code in the payment transaction, with the future extension of this support to additional payment gateways being subject to the iModules product roadmap.
6. Client understands that if Client requires CVV2 code verification on its payments transactions and also wants to utilize the iModules recurring billing system for scheduled payments, perpetual payments and auto renewal, then Client must utilize either the IATS, Elavon Converge or CyberSource API payment gateways. The CyberSource gateway requires that Client additionally contract with CyberSource for the tokenization option for its iModules integration, and Client understands that CyberSource charges an additional transaction fee for this option.
7. Client understands that the iModules recurring billing and Events with Donations systems, and the iModules system integration for Point-to-Point Encryption (P2PE) are not supported if Client utilizes a hosted page payment gateway.
8. All e-commerce integrations are based on iModules interaction with the payment gateway provider's API.
9. Client understands that iModules integrates with selected providers of Point-to-Point Encryption (P2PE). Clients choosing to deploy this capability must contract directly with the 3<sup>rd</sup> party P2PE provider. This capability is based on software systems, hardware and protocols provided and managed by the 3<sup>rd</sup> party providers. iModules only enables the systems to be utilized with the Encompass platform and does not provide account service, technical training or support for this 3<sup>rd</sup> party system.

# AUTHENTICATION

Configuration Details	
<b>Authentication method(s) to be used:</b>	
X	Encompass
X	LDAP
	CAS
	Shibboleth
<b>Additional authentication options:</b>	
X	iModules Connect
	Simple Single Sign On

## General Considerations

1. Company provides user authentication internal to Encompass as the default method. Authentication with an external system, i.e. CAS, LDAP, SAML or Shibboleth, is supported as an alternative method. SAML support is for SAML 2.0 only.
2. Company provides iModules Connect to support single sign-on with Facebook, LinkedIn, Twitter, Google and Yahoo. Additionally, Company has a strategic relationship and integration with LinkedIn providing Client the opportunity to retrieve updated constituent profile data from LinkedIn when a constituent chooses to "Sign in with LinkedIn" and opts-in to share their data. Client understands that this data transfer is not available if iModules Connect is not enabled.
3. Client understands if using the CAS, SAML or Shibboleth external authentication methods, CAS or Shibboleth that these will be the sole authentication source for a specific community of users in the system. These external SSO options can be combined in concert as a single paired option with the iModules authentication, or presented as two separate instances of the same external SSO method.
  - a. iModules authentication + one external SSO option
  - b. Two separate external SSO options - must be of the same system
  - c. There is no capability for presenting these combined options in a stacking or round robin configuration with other authentication methods within that community.
4. Client understands that if using CAS, SAML or Shibboleth authentication method, use of iModules Connect is not supported. CAS, SAML or Shibboleth log-off is not supported from Encompass pages.
5. Client understands that if using LDAP, use of iModules Connect is supported.
6. Client understands that if using LDAP, it can be used in conjunction with Encompass (stacked) authentication.
7. Client understands it is required to maintain all external authentication systems to Encompass.
8. Client is responsible for providing iModules with working test accounts for any external authentication integration.

## DNS & SSL MANAGEMENT

### Configuration Details

DNS records for any domain(s) used by Encompass will be:

<input type="checkbox"/>	iModules-Controlled DNS
<input checked="" type="checkbox"/>	Client-Controlled DNS
<input type="checkbox"/>	To Be Determined During Implementation

Pages requiring encryption will use:

<input checked="" type="checkbox"/>	Default SSL Certificate (securelb.imodules.com)
<input type="checkbox"/>	Branded SSL Certificate – Standard SSL

Domain(s) to be used:

To Be Determined

### General Considerations

1. Client understands that for Client-controlled website domains, should a DNS record change be required post go-live, Client is responsible for implementing such DNS changes as directed by iModules. Note that any DNS changes, regardless of whether such changes are made by Client or iModules, may take several hours to propagate across the Internet, during which time the iModules application services may be unavailable. Hence, Client is advised to keep TTL to 5 minutes.
2. Client understands that by default all secure constituent-facing pages will be rendered through a shared secure domain (securelb.imodules.com), unless Client elects to purchase a Branded SSL Certificate (e.g. secure.clientname.org). If a branded secure domain is used, it will act only as a replica of securelb.imodules.com and be utilized only for secure constituent-facing pages normally rendering as securelb.imodules.com, which includes login pages, commerce forms, and other secure pages/forms. A single branded secure domain must be used across any current or future sub-communities, and will not extend to administrator-facing Encompass system pages (adminlb.imodules.com).

## Privacy & Website Security Policy

### Introduction to our Privacy Policy

iModules Software, Inc. ("iModules," "iModules Software," "we," "us," or "our") is a hosted constituent engagement portal which has been purchased for your exclusive use ("Services," "System," "Site," or "Website") by your affiliated college, university, or other organization ("Client"). "You," "your," "Constituent," "Member," or "User" is referring to an individual who visits or has access to any of our associated Websites or Services.

iModules Software has created this privacy policy statement in order to demonstrate its firm commitment to privacy and to describe the information-gathering and dissemination practices for the Website or any use of our Services.

This Website may disclose personal information (see the Personal Information section) when required by law or in the good-faith belief that such action is necessary to conform to the edicts of the law or comply with a legal process involving the Website.

### Collection and Use of your Personal Information

#### **Personal Information**

This Site's registration form requires you to provide your Personal Information which will be used to identify you or a User. Such information may include your: full name, address, email address, password, gender, city, state, country, and zip code ("Personal Information"). You may also choose to provide optional information, such as maiden name, nickname, birthday, occupation, company, spouse's name, photos, or personal comments as part of your profile. You may update any of this information at any time by accessing your profile by clicking the "edit account information" link, or equivalent, in the navigation menu. You may opt out of receiving email communications from this community (see the Email Subscription/Opt-Out section). All date of birth data values are stored encrypted. Please note we do not support the collection or storage of any sensitive personal information relating to government issued identifications from you or our Clients on our Site (see the Personally Identifiable Information section for details).

#### **Access to Personal Information**

We provide Clients and their Constituents with reasonable access to an individual's Personal Information maintained within our System. In addition to your ability to update Personal Information within your profile, you can contact us for inquiries to correct, amend, or delete inaccurate Personal Information. However, iModules may deny access to Personal Information when providing such access is considered unreasonably burdensome, expensive, or as otherwise permitted under the Privacy Shield principles. See the Contacting the Website section for details on Clients and their Constituents resting access to an individual's Personal Information.

#### **Use and Disclosure of Personal Information**

Our Services helps Clients advance fundamental engagement to you as a Constituent. In support of our Clients, we collect demographic data, such as your first and last name, email address, and other contact information (postal address and telephone number) to authenticate and enhance targeted communication to meet the Client's objectives. As a User, we collect your Personal Information, as needed, to process your gift contributions, Membership dues, event registrations, etc. Additionally, we will aggregate your Personal Information in an anonymous manner to compile statistical and performance information related

to the operation of our System ("Aggregated Anonymous Data"). iModules uses Aggregated Anonymous Data in order to create product and Service enhancements, provided that such information does not incorporate any of our Client's data, your Personal Information, or additional data you and our Clients provide. Our use of your Personal Information and Aggregated Anonymous Data is strictly limited to the extent necessary to perform the Services for our Clients. This includes iModules, our parent, subsidiaries, affiliates, and service providers.

EU and Swiss individuals have rights to access their Personal Information, and limit use and disclosure such Personal Information. Unless authorized by you, we will not use or disclose your Personal Information or other data identifiable to you that are outside the original intent necessary for our Site. As noted in the Access Personal Information Section above, individuals have the ability to request access, limit our use or disclosure (opt out) through iModules Customer Support (see Contacting the Website section). We will work with your University for any individual inquiry or opt out request received. Additionally, we may disclose your Personal Information if we are required to do so under applicable law, public authorities, enforceable government request, meet national security, or when we believe disclosure is necessary to prevent harm or financial loss or in connection with suspected or actual illegal activity.

As noted in our Personally Identifiable Information section below, iModules does not collect sensitive personal information; including, but not limited to, government issued identifications, medical or health conditions, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership or other sensitive information as defined by the Privacy Shield framework.

#### **Cookies**

This Website uses cookies to recognize you and allow you to automatically log in without re-entering your user name and password each time you visit our Site. The cookies are encrypted and do not save any personally identifiable information about you, such as your user name, password, or email address (see the Personally Identifiable Information section for further details). If cookies are disabled in your browser, you can still use the Site but you will be required to enter your password each time you visit.

#### **Personal Profile and Directory Information**

Your Personal Profile features information you may wish to share with other Site Members on your Profile Page. Only people who are Members of this Site can view other Members' Profile Pages. The only information automatically displayed on your Profile Page is your first name, last name, and selected additional information. Additional information fields from your Personal Profile information — including comments and other personal information you choose to share, along with any photos — will appear only if you have opted to provide those items and have also selected to have those fields in your Profile Page View.

#### **Credit Card Transactions**

Some features of this Site enable credit card transactions. These features are completely voluntary to Members. They include the purchasing of event registrations, merchandise purchases, online donations, membership purchases, or the payment of other types of fees through the Site (see the PCI section).

#### Use of our Site and Services

#### **Fraudulent Behavior**

This is a community site that is based primarily on Member input. This Site cannot guarantee the accuracy of information presented. However, anyone demonstrated to have engaged in fraudulent behavior may be subject to (but not limited to) loss of privileges as a member as well as face prosecution



to the fullest extent of the law.

#### **Email Subscription Opt-Out**

The Site provides you with the opportunity to choose to receive email communications about this Site and the groups you are registered with, as well as emails from other Members. In all email communications you receive from this community — except confirmation emails for event registrations, purchases, donations, or other payments — you will be provided an unsubscribe option to opt out of the specific email communication type. You can also modify the email types you receive at any time by going to your account profile and changing your opt-in status.

#### **Photo, Blog, and other Personal Content Policy**

This Site retains the right to remove or reject any content that it deems obscene or objectionable, or has been reported as such by other members. In addition, the Client licensors of the Website can at any time deem content to be objectionable and can remove it from the Site. This Site does not endorse any user generated content that is posted on the Site. Members will not post copyrighted content without permission from the owner. Members understand content — whether it be text, graphic, or audio visual — is the sole responsibility of the person from which such content originated. This Site is no way responsible for the accuracy, integrity, or quality of such content.

#### **Links to Other Sites**

This Site contains links to other sites. This Site is not responsible for the privacy practices or the content of such websites.

#### Compliance and Security

##### **Security**

iModules Software treats the security of our Clients' data and Constituent data with utmost importance. We take many precautions at the infrastructure and software layers to deliver the highest level of protection for your Personal Information and other additional Constituent data provided by you or our Clients. iModules owns and operates the database and web servers that host Clients' websites and, stores Client and Constituent data, including your Personal Information. These servers are protected by securely configured firewalls that prevent data from being accessed via the Internet. Each of our Client's data, Personal Information, and other additional Constituent data are stored in a dedicated database; this prevents the intrusion or corruption of data. In addition, our Clients' data catalogs cannot see or access each other's data.

##### **SSL**

Measures have been taken to make transactions secure for Members on our Sites and transaction pages. Login, electronic commerce, and administrative activity are transmitted over an industry standard Secure Socket Layer ("SSL"). All commerce transactions encrypt your Personal Information including name, address, and credit card number to prevent unauthorized access as the information travels over the Internet. Clients can elect to have site activity data transmitted securely by adding full site SSL certification as an additional service.

##### **Logins and Passwords**

Strong passwords are required for each login, and they are stored in a format that cannot be read by administrators or employees. Multiple failed logins or lost login requests are challenged by reCaptcha. An administrative rights system restricts authenticated but unauthorized access to Constituent data.

### **Personally Identifiable Information (PII)**

iModules does not support the collection, storage, or display of sensitive personal information or personally identifiable information in our System or use of our Services. We define "Personally Identifiable Information" or "PII" as information which includes: (i) Family Educational Rights and Privacy Act (FERPA); (ii) Health Insurance Portability and Accountability Act (HIPAA); or (iii) government issued identifications, including, but not limited to, Social Security Numbers, Driver License Numbers, and Individual Taxpayer Identification Numbers.

As part of our company policy, we maintain confidentiality and security features consistent with commercially reasonable industry standards which are appropriate to protect our System, as well as any data provided by you and our Clients. To the extent Personal Information or other additional Constituent information you provide is stored in our System, such information is treated as confidential information by iModules. Our security standards and data protection cover the data entered and maintained within the system. Client's authorized administrators are also required to follow proper guidelines and standards in the use of the data and our Services to prevent unintended access of all data we maintain within our System. Accordingly, we offer our Clients comprehensive product training which includes setup and configuration of the Site, as well as ongoing product support, for purposes of ensuring Clients adhere to our confidentiality standards and proper use of our System. However, Clients are responsible for process and procedures to ensure the proper use of our Services, including data provided by you and our Clients comply with all applicable governing laws related to your Personal Information and confidentiality.

### **PCI Compliance**

iModules takes the responsibility of your cardholder data seriously and maintains compliance with Payment Card Industry Data Security Standards (PCI DSS) by meeting all security requirements to help ensure commerce-based transaction data is protected. We are certified compliant as a Level One Service Provider by a Qualified Security Assessor (QSA), authorized by the PCI Security Standards Council. iModules' processes, procedures, network configuration, and overall environment conform to all of the security guidelines as defined in the PCI DSS standard and are annually verified by an external auditor. This Level One compliance, the highest level of PCI DSS compliance, helps ensure your e-commerce transaction data is securely protected, transmitted, and stored by iModules. As part of iModules policy, datacenters hosting the Site must maintain their own annual SSAE 16 audit. Upon a Client's request, iModules will provide the current attestation of compliance for PCI DSS as well as a certified SSAE 16, or equivalent review. The attestation and certified SSAE 16 are completed by an external audit firm, on behalf of the datacenter used for our Services.

### **Privacy Shield**

iModules Software complies with the EU-U.S. Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union and Switzerland to the United States to a third party acting as an agent on its behalf. We comply with the Privacy Shield Principles for all onward transfers of Personal Information from the EU and Switzerland, including the onward transfer liability provisions. iModules has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/>

In compliance with the Privacy Shield Principles, iModules commits to resolve complaints about our collection or use of your Personal Information. EU and Swiss individuals should first contact iModules with inquiries or complaints regarding the Privacy Shield policy (see the Contacting the Website section below). iModules has further committed to cooperate with the panel established by the EU data protection authorities (DPAs) and the Swiss Federal Data Protection and Information Commissioner (FDPIC) with

regard to unresolved Privacy Shield complaints concerning data transferred from the EU and Switzerland. If iModules fails to respond within a reasonable time, or if our response does not address your concerns, you may contact the EU DPA's or FDPIC, as applicable, for more information or to file a complaint. The services of the EU DPA's or FDPIC are provided at no cost to you.

As a final point, iModules commitments under the Privacy Shield are subject to the investigatory and enforcement powers of the United States Federal Trade Commission (FTC).

#### General Inquiry and Other Policy Items

##### **Updates to This Privacy Policy**

This Site has the right to make changes or additions to this policy at any time. The most recent version of the Privacy Policy is reflected by the version date located at the bottom of this Policy. If you have questions regarding this policy, please check this policy periodically or contact Customer Support.

##### **Contacting the Website**

If you have any questions about this privacy statement, the practices of this Site, or your dealings with this Website, please contact Customer Support at [info@imodules.com](mailto:info@imodules.com) or (913) 888-0772.

Last updated February 13, 2018.



VCU

Procurement Services

## August 24, 2018 Modifications and Clarifications

In addition to the completed negotiations and revisions conducted between VCU and iModules regarding terms and conditions of the contract, the following clarifications and negotiations occurred:

1. VCU anticipates that this platform will be utilized for a period longer than 3 years. Will iModules agree to keep the fees at \$ 55,385.00 for years 4 and 5, if VCU elects to renew?

*We could do a 4 or 5 year initial term that would keep that rate in place. At time of renewal, you could be subject to an increase based on inflation or added functionality that you chose to adopt that came with a charge.*

**A 3% increase cap was negotiated for renewal years.**

2. Your Price Proposal/ Detail of Fees references "(see payment terms below)". Please confirm that the implementation will be invoiced in accordance with specified deliverables of the Statement of Work, and that the license fees will be billed annually, in advance. Please confirm that iModules agrees to the Commonwealth's payment terms of net 30 after receipt of a valid invoice, or receipt of goods and services, whichever is later.

*Confirmed.*

3. Please confirm that your Price Proposal includes the full registration rate for up to 2 attendees, for years 1, 2, and 3.

*This is not included and was left blank on pricing as indicative of not being in the price. However, we would be happy to include 2 attendees for the first year and have updated prices to reflect that.*

**Full registration for Sizzler Conference for the first year for 2 attendees is included in the price proposal.**

3. Please confirm that iModules understands that VCU will not be paying a retainer for post launch professional services.

*Confirmed and removed*

4. VCU understands that post launch Web Services Support may require additional hours. How many additional hours of Web Services Support for the Encompass platform, at no cost, could be afforded to VCU?

*Web Services Support hours would be unlimited as covered in your maintenance for the software.*

5. Please confirm that the Crowdfunding Accelerator (\$3,600 in Year 1) is a one-time fee for the duration of the contract, and not just available in Year 1.

*Confirmed. This is a one time fee. Additionally this has undergone a name change and is just noted as the "Crowdfunding Package".*

6. The implementation plan on pages 20 and 21 focuses on the alumni and donor website design and roll-out. Is it possible to rearrange the implementation process so that we can have the event platform up and running sooner than other aspects of the solution? We would like events to be functioning by early fall, with the other pieces coming online throughout the remainder of the fiscal year.

*Yes, this is would be possible to have Events launched in October depending on design choices. This would add additional services time to the project.*





VCU

Procurement Services

April 19, 2018

Matt Baranoski  
iModules

RE: Clarification questions for RFP 7910533AA Constituent Engagement Management System

Good Afternoon Matt,

Thank you for your proposal for the above referenced RFP. After an initial evaluation of your proposal, the committee has requested additional information.

If you could please respond to the following items by Tuesday April 24, 2018, I would appreciate it.

1. Please clarify when the word "supported" is used versus "included." Which supported items included in the proposed implementation and pricing model? Supported is "Yes" as an answer to all of the functional questions as standard functionality. Because this is standard, this would be inclusive of everything quoted in our response.
2. Is the Solution Consulting (page 18-19) section included in the implementation or is it an additional cost? If it is an additional cost, what are the hourly rates for each item and the anticipated total estimate for a client of our size to implement? Those are examples of additional projects that some customers like to include. These are not included in our initial scope. These would be provided at an hourly rate of \$175 per hour. This project is inclusive of all other implementation services.
3. What is the typical timeline for implementing a project of this size? Can you provide an example timeline from a previous implementation? There are a lot of variables that can make up an implementation plan. We have the ability to work quickly or be able to slow projects down based on the nature of staff schedules.

As an example, I've attached a project plan for Boston University.

Boston University is a Blackbaud CRM school that implemented iModules for their alumni office and two additional sub-communities. For the alumni office, we implemented the initial site in about 6 months because they were moving away from their current provider and needed a site in place quickly. We were then able to slow the subsequent implementation of the 2 sub communities.

4. What is an ideal team size and makeup from VCU for this implementation? We don't have a recommendation on ideal size. We do need a dedicated data resource and the creative team as essential pieces of an implementation. Any additional stakeholder can be included as well. I have also attached a roles and responsibilities document that outlines the different implementation team member roles.





# VCU

## Procurement Services

5. What new staff do you recommend we hire to run iModules on a day-to-day basis? Because of the efficiency of our platform, we would not recommend that any additional staff would be needed to run iModules and that the existing staff would be able to manage Encompass on a day to day basis.
6. Who is responsible for web content migration? VCU would be responsible for content migration. We can perform content migration as part of this project and generally charge \$35 per page for this service.
7. Is iModules Connect included in the pricing, or is it additional? iModules Connect is included and there is no cost for this feature.
8. Is the Event check-in app included in the pricing, or is it additional? This is included in the pricing.
9. Are there any additional hosting charges not included in the proposal? Hosting is implied in the pricing, but not specifically mentioned. There are no additional charges for hosting. Our solution is an online solution and all maintenance and hosting costs are included in the fees.
10. Several items reference access to extensive data for reporting. What reports are included in the implementation? Please list by each functional area.

Encompass offers the following types of reports:

- Constituent Data
  - o Data Field Export – Create, save and/or schedule report(s) to export any constituent/profile data fields
  - o Updated Fields Report – Similar to above, but the report will isolate only changed data in a defined timeframe
- Giving
  - o Reconciliation Report – Create, save and/or schedule a transaction reconciliation report(s) across all active giving campaign forms
  - o Campaign Transaction Report – Create, save, and/or schedule transaction report(s) on a particular giving form.
- Events
  - o Reconciliation Report - Create, save and/or schedule a transaction reconciliation report(s) across all active event forms
  - o Event Transaction Report – Create, save, and/or schedule transaction report(s) on a particular event form.
  - o Registration Summary Report – One-click report to summarize all registrants and related commerce totals
  - o Itinerary Report – One-click report that itemizes an individual registrants schedule of activities, in the case of multi-activity events
  - o Commerce Item Report – One-click report to summarize totals and registrants of each commerce item available for purchase.
  - o Nametag Report – A simplified export of relevant data fields for nametags
  - o Event Gift Report – One-click report to summarize all gifts made on a particular event form
  - o Event Roll-up Report – Report that will summarize the current state of all registrations, in the case where changes may have been made since the original registrations
  - o Event Audit Report – Report that will itemize each iterative change made to all registrations
- Email



# VCU

## Procurement Services

- Aggregate email reporting – Filter by date range and email type to calculate aggregate analytics (e.g. median open rate, click rate, conversion rate, etc.)
- Email campaign reporting – Pre-built dashboards to display delivery reports, open reports, click and unique click reports, conversion reports, elapsed time from send, and opens by device. Each view can be downloaded to csv.

Web service/API equivalents to all constituent, gift transaction, event transaction, and email analytic reports are also available.

During implementation, essential reports for bio data transfer (e.g. update field report(s)) will be saved and scheduled. Training on all report types is covered to that you team can create, save and schedule reports at any time, and leverage web services/API access as desired.

11. Have you integrated with Blackbaud CRM clients and will you offer those data integrations for us to utilize and modify? Are you willing to share a list of clients/references who use Blackbaud CRM? We have a variety of customers that use BB CRM. Boston University which I mentioned above. I have attached a contact at Boston University to reach out to. I have reached out to additional contacts and once I hear back, I will forward.

**Kirsten Lundeen**

Director of Alumni Engagement

[lundeenk@bu.edu](mailto:lundeenk@bu.edu)

P 617-358-5525

12. LinkedIn and other social media platforms appear to be integrated to allow for a seamless sign-on experience for users and to allow for easy publishing to multiple forms of social media. Is there any data collected from these partnerships that might be shared with us, particularly any data captured from LinkedIn?

With LinkedIn, users can opt-in to share the following data fields from their LinkedIn profile to their Encompass profile:

**General Profile Fields**

First Name

Last Name

headline

location:(name)

location:(country:(code))

Phone Number - Home



VCU

## Procurement Services

Phone Number - Mobile

Phone Number - Work

main address (not identified)

industry

summary

specialties

associations

honors

interests

education (below)

current position (below)

### Position | Company

Position - Company - Name

Position - Company - Size

Position - Company - Ticker

Position - Company - Type

Position - End Date - Month

Position - End Date - Year

Positions- Is Current

Position - Start Date - Month

Position - Start Date - Year

Position - Summary

Positions - Title

### Education

Education - Activity

Education - Degree

Education - End Year

Education - Field of Study

Education - Notes

Education - School Name



## Procurement Services

Education - Start Year

13. Brazen and OrgSync are listed as partners. What does this mean? Are we able to use their products through this contract? If not, how do they integrate services with iModules? We have limited partnerships with OrgSync and Brazen. OrgSync is part of a portfolio of companies that our parent company owns and as such discounts are available to schools from iModules that purchase Orgsync services. There is no direct integration.
14. Is iModules planning to add seating management, auction management, and waitlist functionality? There are no plans to add this functionality now.
15. Does your solution allow for on-site gift payments? Yes, Encompass is a web based platform that can be used anywhere.
16. Please confirm that any initial training costs are included in the implementation cost. Is additional training available, and at what cost? Initial training costs are included for project. This includes 3 days of onsite training. Additional online and classroom training is available at no cost to VCU as part of our contract. If additional onsite training is requested, this can be included for a cost of \$6750.
17. Please provide your hourly rates for professional services. The hourly rate for our professional services is \$175 per hour.
18. What are the ongoing annual costs of maintenance and support? These are included in the fees on page 23 of our response. The annual fee would be \$55,385