



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 5/2/2023

* - Mandatory, information must be provided

or Procurement Director Award:

***Contractor/Vendor Name/Grantor (DBA):**

StreamLink Software Inc. DBA AmpliFund (Headquarters: Cleveland, OH)

***Project Title/Description:**

AmpliFund Lifecycle Enterprise

***Purpose:**

Award: Master Agreement No. MA-PO-23-172. This Master Agreement is effective May 02, 2023, to May 01, 2033, in the not-to-exceed contract amount of \$1,750,000.00 (including sales tax). This contract is for the professional services required to implement AmpliFund Lifecycle Enterprise and integrate it with the Workday Enterprise Resource Planning system. The costs also include ten years' subscription costs for AmpliFund Lifecycle Enterprise. Administering Departments: Information Technology and Grants Management & Innovation.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.020, Competitive sealed proposals, on 02/03/2023, the Board of Supervisors approved the purchase of the Enterprise Resource Planning (ERP) system to IBM Corporation (implementer) and Workday, Inc. (software), as the highest ranking proposal for Solicitation Number RFP-PO-2200005. The option to implement AmpliFund Lifecycle Enterprise and integrate it into the Workday system was included in that proposal.

PRCUID: 425287

Attachment: AmpliFund Contract.

***Program Goals/Predicted Outcomes:**

AmpliFund Lifecycle Enterprise provides an end-to-end grant management system that allows our Grants Management & Innovation (GMI) team to manage grants as both a grantee as well as grantor, track opportunities, manage application responses, and capture allocations against specific grant packages. Tracking the entire lifecycle of a grant within a single system will facilitate GMI's capability to oversee their \$400M grant portfolio across all of Pima County's grant awards.

***Public Benefit:**

As the systems being replaced are vital to the operations of the County, a more fully integrated ERP system will allow County departments to more efficiently perform their duties, thereby permitting the County to better serve its constituents in a more cost-effective environment.

***Metrics Available to Measure Performance:**

Standard project management measurements to track progress of the project and validate implementation success. Analysis of life-long costs and support metrics during the life of the ERP system.

***Retroactive:**

No.

TO: COB 04-13-2023

PGS: 31

VERS: 1

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 23-172
Commencement Date: 05/02/23 Termination Date: 05/01/33 Prior Contract Number (Synergen/CMS): N/A
[X] Expense Amount \$ 1,750,000.00 * [] Revenue Amount: \$ N/A

*Funding Source(s) required: Non-Bond Projects Fund

Funding from General Fund? [] Yes [X] No If Yes \$ N/A % N/A
Contract is fully or partially funded with Federal Funds? [] Yes [X] No
If Yes, is the Contract to a vendor or subrecipient?
Were insurance or indemnity clauses modified? [] Yes [X] No
If Yes, attach Risk's approval.
Vendor is using a Social Security Number? [] Yes [X] No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):
[] Expense [] Revenue [] Increase [] Decrease Amount This Amendment: \$
Is there revenue included? [] Yes [] No If Yes \$
*Funding Source(s) required:
Funding from General Fund? [] Yes [] No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards)

[X] Award [] Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:
[] Match Amount: \$ [] Revenue Amount: \$
*All Funding Source(s) required:
*Match funding from General Fund? [] Yes [] No If Yes \$ %
*Match funding from other sources? [] Yes [] No If Yes \$ %
*Funding Source:

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Procurement Officer, Troy McMaster Digitally signed by Troy McMaster Date: 2023.04.07 16:17:12 -07'00'
Department: Procurement Director, Terri Spencer Digitally signed by Terri Spencer Date: 2023.04.10 08:47:08 -07'00'
Division Manager, Ana Wilber Digitally signed by Ana Wilber Date: 2023.04.07 20:36:10 -07'00'
Telephone: 520.724.8728
Department Director Signature: Javier Baca
Deputy County Administrator Signature:
County Administrator Signature:

Date:
Date: 4/11/2023
Date: 4/11/2023



ORDER FORM

This Order Form ("**Order Form**") is effective of the Effective Date on the signature page hereto by and between StreamLink Software Inc. dba AmpliFund, a Delaware corporation ("**AmpliFund**") and Pima County, a political subdivision of the State of Arizona ("**Customer**"). As used herein, "**Agreement**" shall mean this Order Form together with the attached Terms & Conditions. Any capitalized terms used but not defined in this Order Form will have the meaning set forth in the Terms & Conditions.

AmpliFund Lifecycle Enterprise provides an end-to-end grant management software solution used to manage both grants as a grantee as well as a grantor to create and publish applications, collect application responses, review and score submissions, and capture allocations against available funding. Customers will have full access to all functionality and can configure all areas of the product. For more details on tier inclusions, [please reference our feature matrix](#). AmpliFund reserves the right to audit usage and revise access levels as needed. Any delay in payment will impact the timeline of Customer's software implementation.

SERVICES	FEES	
AmpliFund Lifecycle Enterprise for Managing \$400M in Annual Grant Revenue.	Year 1 Subscription	\$135,900.00
	Year 2 Subscription	\$135,900.00
	Year 3 Subscription	\$135,900.00
	Year 4 Subscription	\$135,900.00
	Year 5 Subscription	\$135,900.00
	Year 6 Subscription	\$135,900.00
	Year 7 Subscription	\$135,900.00
	Year 8 Subscription	\$135,900.00
	Year 9 Subscription	\$135,900.00
	Year 10 Subscription	\$135,900.00
AmpliFund Custom Delivery Package See Exhibit A for Statement of Work The one-time delivery fee includes a total of 1,000 hours. An additional \$175 per hour rate applies if extra work is needed outside the scope defined in the Statement of Work and delivery package outlined in Exhibit A.	One-Time Delivery Fee	\$175,000.00
	First Year Total:	\$310,900.00
	Total Contract Cost:	\$1,534,000.00

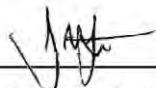


TERM	
This Agreement commences on the Effective Date and continues for an initial term of 120 months.	
CONTACT INFORMATION FOR LEGAL NOTICES	
StreamLink Software Inc. dba AmpliFund 812 Huron Road East, Suite 550, Cleveland, Ohio 44115 Email: cbrown@amplifund.com Attn: Correen Brown	Pima County Procurement Department 150 W. Congress St., 5 th Floor Tucson, Arizona 85701 Email: terri.spencer@pima.gov Attn: Terri Spencer, Procurement Director
CUSTOMER CONTRACT INFORMATION FOR INVOICES	
Pima County Finance & Risk Management Department P.O. Box 791 Tucson, Arizona 85701 Attn: Accounts Payable	
TAX INFORMATION	
Tax ID: N/A	
Is this purchase tax exempt? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. If "Yes", please include your tax-exempt form for our records. If the tax-exempt form is not included AmpliFund will charge applicable sales tax.	

This Agreement is executed by duly authorized representatives of the Parties and is effective as of the last signature date listed below (the "**Effective Date**").

STREAMLINK SOFTWARE INC.


dba AMPLIFUND

By: 
 Name: Scott M. Smith
 Title: CEO
 Date: April 7, 2023

PIMA COUNTY

By: _____
 Name: _____
 Title: _____
 Date: _____

PIMA COUNTY AS-TO-FORM

By: 
 Name: Bobby Yu
 Title: Deputy County Attorney
 Date: 4/7/2023



TERMS AND CONDITIONS

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

1. Access and Use.

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

- d. Customer Data. As between the Parties, Customer owns all data, information and other materials submitted to the Platform by Customer or Authorized Users (collectively, "**Customer Data**"). Customer hereby grants to AmpliFund a non-exclusive and non-transferable (except under Section 10) license to process and host the Customer Data to provide the Services. Customer represents and warrants to AmpliFund that: (i) it owns or otherwise has sufficient rights to the Customer Data to grant the license in this Section 1.d.; and (ii) no Customer Data submitted to the Platform does or will violate the privacy, intellectual property or other rights of any person or entity or any applicable laws, rules or regulations.
 - e. Diagnostic Data. Notwithstanding anything to the contrary in this Agreement, AmpliFund may monitor Customer's use of the Services and collect and compile Diagnostic Data. "**Diagnostic Data**" means all aggregated and de-identified information that AmpliFund's systems or applications automatically collect regarding use of the Platform and its performance. As between AmpliFund and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by AmpliFund. Customer acknowledges that AmpliFund may compile Diagnostic Data based on Customer Data input into the Services, and use such Diagnostic Data to the extent and in the manner permitted under applicable law; provided that such Diagnostic Data does not identify Customer or Customer's Confidential Information.
2. Professional Services. AmpliFund will provide the support services set forth on **Exhibit A**. Pursuant to the terms of this Agreement, and from time to time during the term of this Agreement, AmpliFund may provide Customer with additional professional services as specified in Statement(s) of Work ("**SOW**") to this Agreement. Each SOW is incorporated into this Agreement by reference and will include a description of the services to be provided by AmpliFund, a proposed timeline or term, and the fees payable to AmpliFund for the services. To the extent that any conflict arises between this Agreement and a SOW, this Agreement shall control. The parties acknowledge and agree that until a SOW is executed by the parties, AmpliFund is not required to provide any additional professional services hereunder by virtue of this Agreement alone. Customer agrees to provide good-faith cooperation to enable AmpliFund to perform the services described in the SOW in a timely and efficient manner, including providing access to necessary personnel, making decisions, giving approvals, and communicating information in a timely manner, and, where services are to be performed at a Customer location, providing security access, office accommodations and supplies, and access to necessary facilities, equipment, and telecommunications resources.
3. AmpliFund's Obligations. AmpliFund will use commercially reasonable efforts to make the Platform available at all times, except for planned downtime and any unavailability caused by Force Majeure Events (defined below). AmpliFund will maintain commercially reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Data, including by use of a commercially reasonable hosting provider. As of the Effective Date, AmpliFund's hosting provider is Microsoft Azure's Commercial platform.



4. Payment Terms.

- a. Fees. Customer will pay AmpliFund the fees as detailed on the Order Form or SOW, as applicable (the "**Fees**"). Fees are due upon execution of the Agreement prior to the commencement of the use of the Platform or support services, as applicable. All Fees are non-refundable.
- b. Taxes. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any applicable taxing authorities (collectively, "**Taxes**"). Customer is responsible for all Taxes associated with its receipt of the Services (except for any Taxes assessable against AmpliFund based on its net income). If Customer is exempt from state and local government taxes, then Customer represents and warrants it has provided evidence of such exemption to AmpliFund prior to the Effective Date.
- c. Timing of Invoices. AmpliFund will invoice customer on an annual basis for ongoing subscription costs. Customer must receive invoices no more than thirty (30) days after the end of the billing period in which AmpliFund delivered the invoiced product or services to Customer. Pursuant to A.R.S. § 11-622(C), Customer will not pay any for any product or service invoiced more than six months late.

5. Public Records & Confidential Information.

- a. Public Records. Pursuant to A.R.S. § 39-121 et seq., all documents related to this Agreement, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- b. Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), that is marked in writing as "confidential" or by a similar designation. For clarity, the Confidential Information of AmpliFund includes the AmpliFund technology underlying the Platform and any related non-public specifications, documentation or technical information that AmpliFund makes available to Customer. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party. This Agreement does not transfer ownership of Confidential Information or grant a license thereto, unless this Agreement specifically provides to the contrary. Customer will retain all right, title, and interest in and to all Customer's Confidential Information.

- c. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). The Receiving Party may only use the Disclosing Party's Confidential Information to perform its obligations or exercise its rights under this Agreement. Except as expressly authorized by the Disclosing Party in writing, the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors or agents who need such access to perform obligations under this Agreement and who agree to abide by the terms set forth in this Section 5. Neither Party will disclose the terms of this Agreement to any third party (except for its affiliates and their legal counsel and accountants) without the other Party's prior written consent.
- d. Disclosure of Records Marked Confidential. If AmpliFund reasonably believes that some of its records contain proprietary, trade-secret or otherwise confidential information, that Confidential Information must be prominently marked as "CONFIDENTIAL" before submitting them to Customer. In the event a public-records request is submitted to Customer for records marked CONFIDENTIAL, Customer will notify AmpliFund of the request as soon as reasonably possible. Customer will release the records ten (10) business days after the date of that notice, unless AmpliFund has, within that period, secured an appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records. Customer will not, under any circumstances, be responsible for securing such an order, nor will Customer be in any way financially responsible for any costs associated with securing such an order.

6. Term and Termination.

- a. Term. This Agreement commences on the Effective Date and continues for the Term set forth on the Order Form.
- b. Termination With Cause. Either Party may terminate this Agreement upon 30 days' prior written notice if the other Party is in material breach of this Agreement and the breaching Party fails to remedy the breach within the 30-day notice period (except for a breach of payment obligations, in which case the cure period shall be 5 days). Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. AmpliFund may terminate this Agreement, effective on written notice to Customer, if Customer breaches any of its obligations under Section 1.b.
- c. Termination Without Cause. Customer may terminate this Agreement at any time, without cause, by serving a written notice upon AmpliFund at least thirty (30) days before the effective date of the termination. In the event of such termination, AmpliFund will refund to Customer any prepaid fees for unexpended implementation services hours. Prepaid subscription fees are not refunded on a pro rata basis.

- d. Non-Appropriation. Notwithstanding any other provision in this Agreement, Customer may terminate this Agreement if for any reason there are not sufficient appropriated available monies for the purpose of maintaining Customer or other public entity obligations under this Agreement. In the event of such termination, Customer will have no further obligation to AmpliFund, other than to pay for services rendered prior to termination.
 - e. Cancellation for Conflict of Interest. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
 - f. Effect of Termination. Upon expiration or termination of this Agreement, the licenses and/or access rights, as applicable, granted by each Party will automatically terminate and all outstanding Fees owed pursuant to Section 4 will become immediately due and payable. AmpliFund will return all copies of Customer's Confidential Information to Customer or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days. Sections 1.b, 1.c, 4, 5, 6.f, 7, 8, 10 and all defined terms used in those Sections will survive any expiration or termination of this Agreement.
7. Representations and Warranties.
- a. Warranties. Each Party represents and warrants to the other that: (i) it has the right, power and authority to enter into this Agreement and to perform all of its obligations hereunder; (ii) the execution of this Agreement by its representative has been duly authorized by all necessary organizational action of the Party; and (iii) when executed and delivered, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
 - b. Warranty Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES IN THIS SECTION, AMPLIFUND (I) MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, AND (II) DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, INCLUDING ANY LOCAL JURISDICTIONAL ANALOGUES TO THE FOREGOING. AMPLIFUND MAKES NO WARRANTY OF ANY KIND THAT THE PLATFORM, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE ERROR FREE.

8. Limitations on Liability. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS DESCRIBED IN SECTION 9 BELOW, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, (A) IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE TO AMPLIFUND DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM; AND (B) IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, DATA OR OTHER BUSINESS OPPORTUNITIES), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

9. Indemnification. If a claim by a third party (a "**Third Party Claim**") is asserted against Customer alleging that the Platform infringes such third party's intellectual property rights ("**Infringement Claim**"), then AmpliFund will indemnify and defend Customer from the Infringement Claim and hold Customer harmless from any damages finally awarded or settlements entered into with respect to the Infringement Claim, provided that Customer promptly notifies AmpliFund in writing of the claim, cooperates with AmpliFund, and allows AmpliFund sole authority to control the defense and settlement of such claim. In the event of an Infringement Claim, AmpliFund, at its sole option and expense, may: (i) procure for Customer the right to continue using the Platform or infringing part thereof; (ii) modify the Platform or infringing part thereof; (iii) replace the Platform or infringing part thereof with other software having substantially the same or better capabilities; or, (iv) if the foregoing are not commercially practicable, terminate this Agreement and repay to Customer a pro-rata portion of the Fees. Notwithstanding the forgoing sentences of this Section 9.a, AmpliFund will have no liability for an Infringement Claim if the actual or alleged infringement results from (a) Customer's or any Authorized User's breach of this Agreement; (b) any modification, alteration or addition made to the Platform by Customer or any Authorized Users, including any combination of the Platform with software not provided by AmpliFund; (c) Customer's or any Authorized User's failure to use any Updates AmpliFund makes available; (d) any settlements entered into or costs incurred by Customer for the Infringement Claim that AmpliFund has not pre-approved in writing or (e) Customer Data.

10. Miscellaneous. Customer agrees that any violation or threatened violation of this Agreement may cause irreparable injury to AmpliFund, entitling AmpliFund to seek injunctive relief in addition to all available remedies. Neither Party may assign this Agreement or any rights under it, in whole or in part, without the other Party's prior written consent; provided that either Party may assign this Agreement or any rights under it without prior written consent to a successor in connection with a merger, acquisition, reorganization, consolidation, or sale of all or substantially all of its assets or the business to which this Agreement relates. Any attempt to assign this Agreement other than as permitted above will be void. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this Agreement will remain in full force and effect. This Agreement will be governed by and construed under the laws of the State where the Customer is domiciled, without reference to its conflict of laws principles. This Agreement, including all Exhibits and SOWs referenced herein or attached hereto, is the entire agreement between the Parties with respect to the subject matter set forth herein and supersedes any previous or contemporaneous communications, whether oral or written, express or implied. For the avoidance of doubt, the terms of this Agreement will govern all Customer orders submitted to pursuant to a SOW, and any inconsistent terms or conditions in a Customer purchase order will have no legal effect. This



Agreement may be modified or amended only by a writing signed by both Parties. If there is any conflict or inconsistency between the terms of any Exhibit and the terms in the body of this Agreement, then the terms in the body of the Agreement will control solely to the extent of the conflict. All waivers made under this Agreement must be made in writing by the Party making the waiver. This Agreement may be signed in counterparts, each of which will be deemed an original, and all of which together will constitute a single agreement.

11. Notice. Any notice required or permitted to be given under this Agreement will be effective if it is (i) in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party and with the appropriate postage affixed; and (ii) sent via electronic mail, in either case addressed to the address set forth on the Order Form. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section. Notices are deemed given two business days following the date of mailing, one business day following delivery to a courier, and/or on the same day electronic mail is sent to the recipient.
12. Force Majeure. AmpliFund will not be liable or responsible to Customer, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond AmpliFund's reasonable control including, without limitation, acts of God, pandemic, natural disaster, denial or services attacks and/or service provider system outages (collectively, "Force Majeure Events").
13. Records; Audit. AmpliFund shall maintain adequate records of the fees and expenses charged to Customer with respect to the Services for at least five years after completion of such Services. AmpliFund shall make such records available to Customer during normal business hours upon reasonable advance written notice (no less than 10 business days). AmpliFund shall cooperate in any audit of such records that Customer may undertake; provided, however, that any such audit shall be at Customer's sole expense. If, as a result of such audit, it is determined that AmpliFund has overcharged Customer, Customer shall notify AmpliFund of the amount of such overcharge, and AmpliFund shall credit to Customer the amount of such overcharge. No such audit may occur more than once in any twelve-month period unless Customer needs to do so for purposes of defending itself with respect to litigation or threatened litigation. Nothing in the Agreement shall limit or restrict the rights of either party in discovery proceedings pursuant to any civil litigation or governmental, regulatory or criminal proceeding.
14. Non-Discrimination. AmpliFund will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Agreement, AmpliFund will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
15. Americans with Disabilities Act. AmpliFund will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

16. Legal Arizona Workers Act Compliance.

- a. Compliance with Immigration Laws. AmpliFund hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). AmpliFund will further ensure that each subcontractor who performs any work for AmpliFund under this Agreement likewise complies with the State and Federal Immigration Laws.
- b. Books & Records. Customer has the right at any time to inspect the books and records of AmpliFund and any subcontractor in order to verify such party’s compliance with the State and Federal Immigration Laws.
- c. Remedies for Breach of Warranty. Any breach of AmpliFund’s or any subcontractor’s warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Agreement subjecting AmpliFund to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, AmpliFund will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of AmpliFund.
- d. Subcontractors. AmpliFund will advise each subcontractor of Customer’s rights, and the subcontractor’s obligations, under this Section 16 by including a provision in each subcontract substantially in the following form:

“Subcontractor hereby warrants that it will at all times during the term of this agreement comply with all federal immigration laws applicable to Subcontractor’s employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that Customer may inspect the Subcontractor’s books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this agreement.”

17. Laws and Regulations.

- a. Compliance with Laws. AmpliFund will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders.
- b. Licensing. AmpliFund warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.



- c. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Agreement. Any action relating to this Agreement must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

18. Israel Boycott Certification. Pursuant to A.R.S. § 35-393.01, if AmpliFund engages in for-profit activity and has 10 (ten) or more employees, and if this Agreement has a value of \$100,000.00 or more, AmpliFund certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

19. Forced Labor of Ethnic Uyghurs. Pursuant to A.R.S. § 35-394 if AmpliFund engages in for-profit activity and has 10 or more employees, AmpliFund certifies it is not currently using, and agrees for the duration of this Agreement to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If AmpliFund becomes aware during the term of the Agreement that AmpliFund is not in compliance with A.R.S. § 35-394, AmpliFund must notify Customer within five business days and provide a written certification to Customer regarding compliance within one hundred eighty (180) days.

END OF TERMS AND CONDITIONS



Exhibit A

Implementation – Statement of Work

Pima County (“Customer”)

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

Project Scope

Implementation Services

The **Custom services package** cost includes implementation and support of **AmpliFund Lifecycle Enterprise** for **Pima County**. Implementation services were estimated through the sales process and assessed with the following ranges.

Item	Description	Estimated Hours
Grant Seeker	Includes discovery, design, configuration, testing and deployment of Grant Seeker activities and ARPA services, as required.	250
Grant Maker	Includes discovery, design, configuration, testing and deployment of Grant Maker activities and ARPA services, as required.	150
Data Conversion	Included, but not limited to discovery, data mapping, transformation, testing, loading, and deployment.	100
Integration Support	Includes participation in discovery and design sessions of integration services provided by County identified partners and support of integration needs.	150
Project Management	Includes kickoff and ongoing project management activities across all items.	150
Training	Includes training across all items.	150
Change Management	Includes change management activities across all items and required needs over time as new integrations and features are released.	50
	Total Hours	1000

Identified services hours are a baseline from the implementation plan. Estimates include all customer facing and internal work hours associated with the customer’s implementation and services. Hours may shift from one item to another to support the overall goals and objectives of the Customer.



The AmpliFund Implementation Methodology moves through the following phases: Kick-off, Discovery, Design, Configuration, Testing, Training, and Deployment. This methodology is reflected through services offered to the Customer. The comprehensive approach allows the Customer to use the system to its fullest extent to manage grants processes including enabling the Customer to successfully perform all grant management within the system. Implementation services include:

Kick-off

- Includes kick-off meeting, early requirements gathering, expectation setting, and understanding of customer's goals and objectives
- Identify customer and AmpliFund teams, roles, and responsibilities
- Setup Project Management best practices adhering to standard Project Management methodologies.
 - Includes project management documentation, ongoing check-ins, regular status updates, and coordination across various workstreams within the implementation, management of services hours, scope changes, change requests, and escalation tracking.

Discovery and Design

- The AmpliFund Implementation team will conduct requirements gathering, or discovery, and design review sessions related to the agency and programs in each's stage of the grants' lifecycle: pre-award, awarding, and post-award, as well as overall reporting.
- Discovery and design review sessions will include the following types of resources from the Customer.
 - Implementation Team
 - Program / Grants Subject Matter Experts (SMEs)
 - Financial Staff
 - Technology/Integrations SMEs
 - Reporting / Data ManagementSpecific resources will be identified in the kickoff phase.
- Discovery and requirements review sessions take place at the on-set of each project activities.
- Design review sessions take place in an iterative process through the discovery and design stages.
- AmpliFund will document all requirements.
- Customer to sign-off on all requirements.

Configuration and Testing

- **Configuration**
 - AmpliFund Implementation team to configure and document Customer's Grants Lifecycle Process and reporting requirements in AmpliFund against agreed upon requirements collected in the discover and design phases
- **Testing**
 - AmpliFund will test all business processes and configured options prior to review by the Customer.
 - AmpliFund will provide testing feedback and recommendations for incorporation into review by the Customer.



- AmpliFund will facilitate user acceptance testing (UAT) by the Customer for configured business processes
- AmpliFund will document all configuration and testing outcomes.
- Customer to sign-off on all configuration and successful UAT prior to deployment.
- Configuration and testing review sessions supplement and pre-empt identified training below.

Training and Support

AmpliFund will design and conduct user training and design and implement appropriate support processes. Current expectations are as follows:

- AmpliFund will provide training to the identified user groups. Examples of user groups include:
 - Customer Implementation Team
 - Customer Program Managers
 - Customer Financial users
 - Customer Technical users / System Admins
 - Reviewers (external)
 - Applicants (external)
 - Recipients (external)
- The AmpliFund Implementation team will develop product and process supporting templates and documentation to facilitate the adoption of AmpliFund. These may include:
 - Written process documentation
 - Research / Pre-Award User Guide
 - Reporting User Guide
 - Staff Scoring (Reviewer) User Guide
 - Applicant User Guide
 - Recipient User Guide
 - Video / recording support
- AmpliFund will supplement the training plan with pre-recorded, standard trainings available on the AmpliFund Support Portal
- AmpliFund will document all training and support requirements
- Customer to sign-off on all training and support requirements
- AmpliFund will produce all agreed upon training and support artifacts
- Customer to sign-off on all training and support artifacts

Deployment

- An approved set configurations are released to the customer for use in the production environment
- Iterative go lives are part of a grants management system implementation

Deliverables incorporated in each stage above will require review and sign-off by customer resources.



Closeout & Final Acceptance of Implementation Services

AmpliFund will document agreed upon implementation closeout activities and acceptance criteria within the project management plan and schedule. Implementation closeout activities may include summaries of implementation activities, sign-off of documented configuration requirements, sign-off of deliverables, successful user acceptance testing (UAT) by the Customer and other evidence of work complete. Final acceptance will require sign-off by the Customer that all implementation tasks are complete and preceding acceptance criteria have been satisfied.

On-Site Services

AmpliFund anticipates that a series of on-site sessions will be beneficial to the County. On-Site travel Services hours related to travel and on-site activities would be drawn down from the total pool of hours available to Pima County. Costs associated with the travel and accommodations are estimated as:

Item	Description	Cost
Hotel*	\$145 / night for 3 Resources, for 3 nights	\$1,305.00
Meals & Incidentals*	\$48-64 / day for 3 Resources, for 4 days	\$768.00
Travel (Flight)	\$400 Flight / person for 3 Resources	\$1,200.00
Travel (Car**, Gas, Tolls)	\$255 Midsize Rental for 4 days, \$50 Gas and Tolls	\$305.00
	Estimate per trip	\$3,578.00
	Estimate for five (5) trips	\$17,890.00

Trip estimates include three resources, traveling for four days. AmpliFund could envision up to five trips spanning the kick-off, discovery and design, and training phases of the implementation. Prior approval in writing will be required by the County prior to AmpliFund procuring any related costs associated with travel and accommodations.

* Items must be based on the then current GSA domestic per diem rates for Tucson, AZ. AmpliFund must access the www.gsa.gov site to determine rates (no exceptions).

** Reasonable accommodation will consist of a compact rental car.

Technical Services

In addition to the AmpliFund Solution, AmpliFund will provide:

- Hosting in AmpliFund’s Microsoft Azure Commercial cloud
 - Development Environment
 - Testing Account / “UAT Environment”
- API Access
- Workday Support
- Single Sign-on
- Data Conversion
- Customizations and Custom Reports Designer



Hosting in AmpliFund's Microsoft Azure Commercial cloud

AmpliFund uses multiple environments to ensure proper release management, provide segmented access control, and provide production failover capabilities. Environments include Development, QA, Stage, Production, and Production Failover. The County will be provisioned as a single tenant in the multi-tenant production environment.

Development Environment

The development environment will be used during initial integration development and may be used from time to time during the life of the contract for additional development and client UAT.

Testing Account / "UAT Environment"

Customer will have two accounts available. The Testing Account will function as a Customer UAT environment, for AmpliFund OOTB configurations (excludes potential SSO, integration requirements).

- Data entered into the testing account does not migrate to the production account of AmpliFund.
- The testing account is a "live" AmpliFund account with notifications, tasks, reminder, emails, etc. fully functional in the system.
 - Note: AmpliFund does not recommend using real external email addresses or names for testing purposes due to potential for confusion with the live notifications, emails, etc.
- Access to Customer staff will be provided to an agreed upon list of users
 - This excludes external users, including reviewers, applicants, recipients, and other non-Customer internal staff.

The AmpliFund Production Account will be available for the Customer concurrently. Users alternate between accounts through an in-product account selection toggle option.

API Access

AmpliFund is platform-agnostic and can integrate with other software systems through an existing REST API. The subscription includes API access and technical documentation for the client to access the AmpliFund API.

AmpliFund will expose its API for named, and potential future, integrations with County systems to ensure data is flowing accordingly for efficient grant performance.

- AmpliFund commits to API availability for standard AmpliFund data elements
- AmpliFund utilizes a service called Swagger to house API documentation. A PDF of current available end points can be found at <https://api2.gotomygrants.com/swagger/index.html>

AmpliFund offers scheduled reports through our custom reporting engine. All data elements collected within the application process are able to be exported to PDF, RTF, or CSV file types.



Workday Support

The AmpliFund Team will work closely with the Workday and IBM teams to successfully integrate AmpliFund to existing systems. Because AmpliFund will not be responsible for any of the integrations, the hours provided are simply for support to both IBM and Workday.

The interface between AmpliFund and the Workday ecosystem is a two-way, real-time interface. AmpliFund and Workday will assume responsibility for the ongoing maintenance of their applications and associated API's and ensuring future changes to either application does not introduce a breaking change.

Single Sign-On

AmpliFund will provide integration access for Single-Sign On (SSO). AmpliFund supports SAML, OAUTH, and WS-Federation services to integrate with external authentication providers and would be able to integrate with the client's Active Directory (AD) implementation. AmpliFund will be configured to use claims-based authentication for customer users accessing the AmpliFund Management Portal. The AmpliFund team will work with the customer to gather required configuration information related to their AD and will configure AmpliFund accordingly. A test plan will be developed in conjunction with the customer and executed to test the end-to-end authentication process.

Data Conversion

The AmpliFund Implementation team works with customer resources to understand applicable data points for conversion into AmpliFund. The data conversion strategy relies on a flat file transfer process that includes extracting data from the legacy database for data integrity analysis, data mapping gap analysis, gap mitigation plan, data extraction, transformation, and loading to into AmpliFund. This follows a standard ETL data migration process with conversion happening within the transformation phase.

Common objects imported for data conversion projects include, but are not limited to:

- Master Data
 - Departments
 - Subjects
 - Budget Categories
- Contacts
 - Organizations
 - Staff, and Users
 - Recipients
- Grant and Award records
 - Grant details
 - Performance Plans and Achievements
 - Budgets and Expenses
 - Payment Requests and Cash Receipts

AmpliFund will work with the County to define, of their legacy data, what type and quantity of data is appropriate to bring into AmpliFund through implementation and data conversion services.



Data conversion services mirror and are incorporated into the implementation phases. AmpliFund prioritizes discovery and design phases for the County. Discovery includes reviewing legacy data as well as understanding the future state goals of AmpliFund. Then, AmpliFund works with the County to design their use of the product against the determined priorities. Then the data is mapped from the historical system/s to the newly designed process. Included within this process is a systems inventory to identify source material, data mapping analysis, and a mapping plan to define the end points that data will reside in within AmpliFund. It is common for legacy data to be used in the configuration phase as a way for mapped data to help test new business processes and system functionality. A testing plan to ensure the Customer-provided content follows the agreed upon configuration requirements is part of the process. As some components of the Data Conversion process are within the Implementation process, the required number of hours to execute on activities (transform, load, etc.) is lessened.

Logistically, Customer staff will need to extract the legacy data from existing system(s) and help define the appropriate mapping of the data into AmpliFund as described above. AmpliFund will transform data into appropriate formats and then test prior to loading. Through the testing process, the AmpliFund Implementation team will provide test results and recommendations as needed prior to migration into production.

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

Customizations and Custom Reports Designer

All grant data captured in AmpliFund is available via the Reporting Engine, where users can access a variety of existing report templates and grant dashboards. Additionally, AmpliFund allows for the creation and publication of custom reports and dashboards with the included Report Designer. Published reports can be made available globally within the organization or limited to specific user groups or roles. All data elements collected are able to be exported to PDF, RTF, or CSV file types and available for scheduled delivery through our custom reporting engine. A reporting data dictionary and data schema are available.

Implementation services include working with the Customer on the discovery of report requirements, configuration, testing, and deployment of reports or exports as well as training on the execution of utilizing reports. These services are performed in tandem with the implementation phases as described previously. All configurations are done through an intuitive user interface and does not require any level of programming. The County will also be trained on all functionality within the system and key stakeholders within the organization will be able to continue to configure the tool and build custom reports at any time. The AmpliFund Team will support the County with initial configuration of the system, including adding additional fields, building workflows, and creating custom reports.

Customer Support Services

In addition to the AmpliFund solution, AmpliFund will provide:

- Access to the commercial instance of the AmpliFund Support Portal
- Support for customer users and subrecipient users

Support Services are provided through AmpliFund Customer Support and include 24x7x365 online support and ticket management through the commercial AmpliFund Support Portal. AmpliFund provides both technical and support documentation for all clients in the Support Portal as well.



The AmpliFund Support Portal will be used throughout the engagement and contains all product documentation, training materials and videos, FAQs and how-to guides, and release notes. The AmpliFund Support Portal also is used for ticket submission and issue/resolution log tracking. AmpliFund has in-solution tool tips, help text, and a direct integration with our Support Portal. The AmpliFund Delivery and Support teams utilize this for online support and ticket management. The portal features:

- Release Notes
 - Announcements of enhancements, updates, and fixes in AmpliFund
- User Guides
 - AmpliFund User Guides and QuickStart Guides available for download
 - Includes aids for new functionality or enhancements, and supporting transitional material
- Instructions: Step-by-step instructions on using AmpliFund's features
- Upcoming Trainings and Videos
 - Live training events and videos on how to use AmpliFund
 - Includes aids for new functionality or enhancements, and supporting transitional material
- Import Templates
 - Excel templates for importing data into AmpliFund
- FAQs
- Ticket Management / Help Desk

Project Control Mechanisms

Project control mechanisms maintain oversight and adherence to contractual requirements for the project as well as define how information will be distributed to ensure project success. These governance tools ensure that project objectives are achieved, risk is monitored, performance is optimized, and time to value is expedited. The team will collaboratively use these tools to promote effective and efficient communication and to clearly define expectations for the project. Once agreed upon, control mechanisms will be reviewed throughout the lifecycle of the project and revised as necessary to ensure the needs of the project and of the stakeholders are met. These project control mechanisms must include:

- **Project Plan** – Documents the project timeline, tasks, milestones, deliverables, and owners.
- **Training Analysis and Plan** – Combined with the customer's goals, objectives, timeline, and stakeholder analysis, these identifies required resources for system interaction and outline where and when those interactions are trained in the project plan
- **Project Management Plan**
 - **Communications Matrix** – Identifies the various communication types and the methods by which information will be distributed.
 - **Problem Escalation Procedure** – A risk management plan that sets the flow by which issues should be escalated for the project.
 - **Change Request Process** – Sets the flow for managing any changes that impact project scope, schedule, and/or budget.
 - **Project Team Directory** – Lists all project team members as well as their role and responsibilities.

Additional control mechanisms may be added by the project team or customer request.



Payment Processes

AmpliFund will submit monthly invoices for services in arrears based on actual hours utilized.

Change Order Requests

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

Assumptions

Project Assumptions, Exclusions, and Constraints

- Implementation services are based upon the estimated portfolio size consisting of up to \$400M in annual grant dollars (AGR).
- Pricing includes unlimited user licenses, unlimited applicant submissions, unlimited subrecipient licenses, and unlimited document storage space.
- The AmpliFund Implementation team will provide web-based, virtual training sessions for users to join. The trainings can be recorded and made available for future reference. All work, with written exception, will be performed remotely by the AmpliFund Implementation team.
- Stakeholders will commit requisite resources, including providing staff and information per the work plan, to enable AmpliFund to meet project milestones. Stakeholder collaboration will occur in order to standardize a consistent set of business processes within AmpliFund.
- AmpliFund will be responsible for calculating hours and report back to customer on a monthly basis.
- Services hours included in this Statement of Work expire 24 months from the contract execution date. Upon time of expiration, if hours have not been fully utilized, they will be forfeited by the Customer unless a change request is mutually agreed upon to extend the Statement of Work period.

END OF EXHIBIT A

EXHIBIT B Support

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

1. Support. AmpliFund will provide technical support and customer service (“Support”) to Customer on an ongoing basis during the Term of the Agreement.

- (i) Through AmpliFund’s online support portal, Customer will have access to the most up-to-date support documentation, user guides, videos, release notes, and import templates, as well as regularly scheduled, live virtual training sessions on core functionality.
- (ii) Customer may request additional Support by contacting AmpliFund at **216-377-5500**, via email at **support@amplifund.zendesk.com** or through the online chat functionality available on the Platform. Telephonic and online chat support are available during normal business hours, defined as 8:00am – 8:00pm ET, Monday through Friday, except for national holidays in the United States. Customers may submit support tickets, feature requests and bug reports through the Platform at any time.

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

- (i) **Critical Severity**: Issues that render the application inaccessible for one or more users or defects that allow unauthorized access to customer data.
- (ii) **High Severity**: Issues that prevent one or more users from completing a core business process within the application, as itemized in Exhibit B-1.
- (iii) **Medium Severity**: Issues that cause difficulty completing a task within the application.
- (iv) **Low Severity**: Issues that do not prevent user action or cause any difficulty but may be perceived as detracting from the quality of the product.

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

<u>Severity</u>	<u>Target Resolution Time</u>
Critical	4 hours or better
High	24 hours or better, including weekend hours.
Medium	10 business days or better

4. Scheduled Maintenance Downtime. AmpliFund may perform scheduled maintenance Monday through Friday, between the hours of 10 PM – 11PM ET. In the event maintenance is required outside these established windows, AmpliFund will make reasonable efforts to notify customers in advance.



5. Resolution. If AmpliFund has not resolved an Issue within the Target Resolution Time frame, then, upon Customer's written request, the parties will discuss a resolution plan.
6. Uptime. AmpliFund guarantees a 99.95% up time of the Platform, exclusive of scheduled maintenance periods. Status of the Platform may be accessed at <https://status.amplifund.com/>.

END OF EXHIBIT B



EXHIBIT B-1

Core Business Processes

The following are defined as Core Business Processes that, in the event (i) one or more users are prevented from completing the business process within the application, (ii) completion of the business process is a prerequisite to a time critical deadline in the County's grant lifecycle, and (iii) no known workaround exists, will constitute a High Severity Issue:

1. Research - Ability to search for grant opportunities and convert them into a Grant record.
2. Grant Creation - Ability to create pre- and post- award grants, defined as (i) ability to create and maintain Budgets and Performance Plans, including the creation of Expenses and Achievements; and (ii) ability to copy pre-award submissions to post-award.
3. Projects - Ability to create and connect projects to grants.
4. Payment Management - Ability to create and maintain payment request and reporting period records.
5. Fund Opportunities - Ability to create and publish funding opportunities.
6. Application Submission - Ability for applicants to create and submit applications to funding opportunities.
7. Application Review - Ability for funders to complete reviewing and scoring of applications.
8. Awards - Ability to create and activate awards, defined as (i) ability to set up award record budget and performance plans, and (ii) ability to manage payment management and amendments on award records.
9. Recipient Actions - Ability for recipients to access and maintain award records including expenses, achievements, payment management, and amendments.
10. Workflow - Ability to create, assign users, and utilize workflows.
11. Document Management - Ability to upload and maintain documents within AmpliFund.
12. Reports - Ability to run AmpliFund provided standard reports.
13. Notifications - Ability to receive notifications from AmpliFund.

END OF EXHIBIT B-1



Exhibit C

Pima County Insurance Requirements

The following terms are added to and form a part of the Agreement between AmpliFund and Customer. All capitalized terms that are used but not defined in this Exhibit will have the meaning ascribed to them in the body of the Agreement.

The Insurance Requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. AmpliFund's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by Customer. Customer in no way warrants that the minimum insurer rating is sufficient to protect AmpliFund from potential insurer insolvency.

1. Minimum Scope and Limits of Insurance. AmpliFund will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Customer in no way warrants that the minimum insurance limits contained herein are sufficient to protect AmpliFund from liabilities that arise out of the performance of the work under this Agreement. If necessary, AmpliFund may obtain commercial umbrella or excess insurance to satisfy the Customer's Insurance Requirements.
 - a) Commercial General Liability (CGL). Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.
 - b) Business Automobile Liability. Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.
 - c) Workers' Compensation (WC) and Employers' Liability. Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.
 - d) Technology Errors and Omissions (E&O) Insurance. The Technology E&O coverage shall have minimum limits not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate.

Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract. Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement.



In the event that the Technology E&O insurance required by this Agreement is written on a claims-made basis, AmpliFund shall warrant that continuous coverage will be maintained as outlined under “Additional Insurance Requirements – Claims-Made Coverage” section.

- e) Network Security (Cyber)/Privacy Insurance. Coverage shall have minimum limits not less than \$2,000,000 Each Claim with a \$2,000,000 Annual Aggregate.

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

In the event that the Network Security and Privacy Liability insurance required by this Agreement is written on a claims-made basis, AmpliFund must warrant that either continuous coverage will be maintained as outlined under “Additional Insurance Requirements – Claims-Made Coverage” section, or an extended discovery period will be exercised for a period of two (2) years beginning at the time of work under this Agreement is completed.

- 2. Additional Insurance Requirements. The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions.
 - a) Claims Made Coverage. If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement, and AmpliFund must maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.
 - b) Additional Insured Endorsement. The General Liability, Business Automobile, Technology E&O, Network Security & Privacy Liability policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively “Customer and its Agents”) as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the AmpliFund. The full policy limits and scope of protection must apply to the Customer and its Agents as an additional insured, even if they exceed the Insurance Requirements.
 - c) Subrogation Endorsement. E&O Policies shall each contain a waiver of subrogation endorsement in favor of Customer and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the AmpliFund.



- d) Primary Insurance Endorsement. AmpliFund's policies shall stipulate that the insurance afforded AmpliFund shall be primary and that any insurance carried by Customer, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate Customer to pay any portion of a AmpliFund's deductible or Self Insurance Retention (SIR).

Insurance provided by AmpliFund shall not limit AmpliFund's liability assumed under the indemnification provisions of this Agreement.

- e) Subcontractors. AmpliFund must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, AmpliFund must furnish, if requested by Customer, appropriate insurance certificates for each subcontractor. AmpliFund must obtain Customer's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
3. Notice of Cancellation. Each Required Insurance policy must provide, and certificates specify, that Customer will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to the Customer Contracting Representative, and must include the Customer project or contract number and project description.
 4. Verification of Coverage. AmpliFund shall furnish Customer with certificates of insurance (valid ACORD form or equivalent approved by Customer) as required by this Agreement. An authorized representative of the insurer shall sign the certificates. Each certificate must include.
 - a) The Customer tracking number or contract number for this Agreement, and a project description, in the body of the Certificate.
 - b) A notation of policy deductibles or SIRs relating to the specific policy.
 - c) Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the Customer and its Agents.
 5. Certificates and Endorsements Requirements.
 - a) All certificates and endorsements, as required by this written agreement, are to be received and approved by Customer before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to Customer not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.



- b) All certificates required by this Agreement shall be sent directly to the appropriate Customer Department. The Certificate of Insurance shall include the Customer project or contract number and project description on the certificate. Customer reserves the right to require complete copies of all insurance policies required by this Agreement at any time.
6. Approval and Modifications. Customer's Risk Manager may modify the Insurance Requirements at any point during the Term of this Agreement. This can be done administratively, with written notice from the Risk Manager, and does not require a formal amendment. Neither the Customer's failure to obtain a required insurance certificate or endorsement, the Customer's failure to object to a non-complying insurance certificate or endorsement, nor the Customer's receipt of any other information from AmpliFund, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

END OF EXHIBIT C



Exhibit D

Pima County SaaS Standard Terms and Conditions

The following terms are added to and form a part of the Agreement between AmpliFund and Customer. All capitalized terms that are used but not defined in this Exhibit will have the meaning ascribed to them in the body of the Agreement.

1. Definitions. The following terms will have the meanings set forth in this Section 1 when used in this Exhibit.
 - a) "Data Breach" means unauthorized disclosure or exposure of Customer Data.
 - b) "SaaS" means a software-as-a-service that AmpliFund hosts (directly or indirectly) for Customer's use. For the avoidance of doubt, SaaS does not include Licensed Software.
2. Data Management & Security. The provisions of this Section 2 apply only if AmpliFund receives access to Customer Data. AmpliFund recognizes and agrees that Customer Data may contain personally identifiable information or other private information, even if the presence of such information is not labeled or disclosed. An Addendum may waive or modify the obligations of this Section 5 with respect to the subject matter of such Addendum.
 - a) Data Management.
 - i) *Access, Use, & Legal Compulsion*. Unless it receives Customer's prior written consent, AmpliFund: (i) will not access, process, or otherwise use Customer Data other than as necessary to perform as required in this Agreement; (ii) will not give any of its employees access to Customer Data except to the extent that such individual needs access to facilitate the provision of products and services to Customer pursuant to this Agreement and is subject to a reasonable written agreement with AmpliFund protecting such data, with terms reasonably consistent with those of this Section 2.1 (Data Management) and of Section 2.2 (Data Security) below; and (iii) will not give any third party access to Customer Data, including without limitation AmpliFund's other customers, except subcontractors subject to Subsection 2.2(iv) below. Notwithstanding the foregoing, AmpliFund may disclose Customer Data as required by applicable law or by proper legal or governmental authority. AmpliFund will give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
 - ii) *Customer's Rights*. Customer possesses and retains all right, title, and interest in and to Customer Data, and AmpliFund's use and possession thereof is solely on Customer's behalf. Customer may access and copy any Customer Data in AmpliFund's possession at any time, and AmpliFund will reasonably facilitate such access and copying promptly after Customer's request. The parties recognize and agree that AmpliFund is a bailee for hire with respect to Customer Data.

- iii) *Handling, Retention, & Deletion.* AmpliFund will not erase Customer Data, or any copy thereof, without Customer's prior written consent and will follow any written instructions from Customer regarding retention and erasure of Customer Data. Unless prohibited by applicable law, AmpliFund will purge all systems under its control of all Customer Data at such time as Customer may request. Promptly after erasure, AmpliFund will certify such erasure to Customer in writing. In purging or erasing Customer Data as required by this Agreement, AmpliFund will leave no data recoverable on its computers or other media, to the maximum extent commercially feasible. Finally, AmpliFund will not transfer Customer Data outside the continental United States of America, including Alaska and Hawaii (the "Approved Region") without Customer's prior written consent. AmpliFund's obligations set forth in this Subsection (without limitation) apply likewise to AmpliFund's successors, including without limitation any trustee in bankruptcy.
 - iv) *Subcontractors.* AmpliFund will not permit any subcontractor to access Customer Data except to the extent that such subcontractor needs access to facilitate the provision of products and services to Customer pursuant to this Agreement and is subject to a written contract with AmpliFund protecting the data, with terms reasonably consistent with those of this Section 5.a (Data Management) and of Section 5.b (Data Security), specifically including without limitation terms consistent with those of Subsection 5.a(i) above as applied to subcontractor employees. AmpliFund will exercise reasonable efforts to ensure that each subcontractor complies with all of the terms of this Agreement related to Customer Data. As between AmpliFund and Customer, AmpliFund will pay any fees or costs related to each subcontractor's compliance with such terms, including without limitation terms in Section 5.b (Data Security) below governing audits and inspections.
 - v) *Applicable Law.* AmpliFund will comply with all applicable laws and regulations governing the handling of Customer Data and will not engage in any activity related to Customer Data that would place Customer in violation of any applicable law or regulation.
- b) Data Security. In addition to the requirements below of this Section 2.b, AmpliFund will exercise commercially reasonable efforts to prevent unauthorized exposure or disclosure of Customer Data and will observe any data security procedures set forth in the applicable Addendum.
- i) *DataSec Program.* AmpliFund will maintain, implement, and comply with a written data security program (the "DataSec Program") that requires commercially reasonable policies and procedures to ensure compliance with this Section 2.b and with Section 2.a above (Data Management). The DataSec Program's policies and procedures will contain administrative, technical, and physical safeguards, including without limitation: (i) guidelines on the proper disposal of Customer Data after it is no longer needed to carry out the purposes of the Agreement; (ii) access controls on electronic systems used to maintain, access, or transmit Customer Data; (iii) access restrictions at physical locations containing Customer Data; (iv) encryption of electronic Customer Data; (v) dual control procedures; (vi) testing and monitoring of electronic systems; and (vii) procedures to detect actual and attempted attacks



on or intrusions into the systems containing or accessing Customer Data. AmpliFund will review the DataSec Program and all other Customer Data security precautions regularly, but no less than annually, and update and maintain them to comply with applicable laws, regulations, technology changes, and best practices.

- ii) *Employee Background Checks.* AmpliFund will not allow any of its employees or subcontractor personnel to access Customer Data except to the extent that such individual has received a clean report with regard to each of the following: (i) verifications of education and work history; (ii) a 7-year all residence criminal offender record information check; and (iii) a 7-year federal criminal offender record information check. (A clean report refers to a report with no discrepancies in education or work history and no criminal investigations or convictions related to felonies or to crimes involving identity theft or other misuse of sensitive information.) However, the requirements of the preceding sentence will not apply to the extent forbidden by applicable law.
- iii) *Audits & Testing.*
 - (1) AmpliFund will retain a certified public accounting firm to perform an annual audit of the Services' data protection features and to provide a SOC 2 Type II report, pursuant to the standards of the American Institute of Certified Public Accountants (the "AICPA"). The most current report will be due to Customer within 15 business days of the effective date and thereafter annually within 15 business days of AmpliFund's receipt from the audit firm. If the AICPA revises its relevant reporting standards, AmpliFund will provide the report that then most closely resembles a SOC 2 Type II report. In addition, AmpliFund will annually conduct its own internal security audit and address security gaps in compliance with its security policies and procedures, including without limitation the DataSec Program.
 - (2) If requested by Customer, AmpliFund will, on a quarterly basis: (A) permit security reviews (e.g., intrusion detection, firewalls, routers) by Customer on systems storing or processing Customer Data and on AmpliFund policies and procedures relating to the foregoing; and (B) permit unannounced inspection of any or all security processes and procedures during the term of this Agreement, including without limitation penetration tests, provided AmpliFund is not required to permit any review or inspection that may compromise the security of AmpliFund's other customers or of their data.
 - (3) Any report or other result generated through the tests or audits required by this Subsection 2.b (iii) will be AmpliFund's Confidential Information. If any audit or test referenced above uncovers deficiencies or identifies suggested changes in AmpliFund's performance of the Services, AmpliFund will exercise reasonable efforts promptly to address such identified deficiencies and suggested changes, including without limitation by revising the DataSec Program.



- c) Data Breaches. AmpliFund will implement and maintain a program for managing actual or suspected Data Breaches. In the event of a Data Breach, or in the event that AmpliFund suspects a Data Breach, AmpliFund will (i) promptly notify Customer by telephone or in person and (ii) cooperate with Customer and law enforcement agencies, where applicable, to investigate and resolve the Data Breach, including without limitation by providing reasonable assistance to Customer in notifying injured third parties. In addition, AmpliFund will provide 1 year of credit monitoring service to any affected individual, unless the Data Breach resulted from Customer's act or omission. AmpliFund will give Customer prompt access to such records related to a Data Breach as Customer may reasonably request; provided such records will be AmpliFund's Confidential Information, and AmpliFund will not be required to provide Customer with records belonging to, or compromising the security of its other customers. The provisions of this Subsection 2.b (iv) do not limit Customer's other rights or remedies, if any, resulting from a Data Breach.
3. Survival & Data Return. The following provisions of this Agreement will survive any expiration or termination of this Agreement: Sections 2.a, 2.b (to the extent, if any, that AmpliFund retains Customer Data), as well as any provision that must survive to fulfill its essential purpose. Furthermore, a grant of property or intellectual property rights to Customer that by its terms continues for longer than the duration of this Agreement will survive expiration or termination of this Agreement, except termination for Customer's breach of its obligations to pay for such property or rights. Promptly after termination or expiration of an Addendum or of this Agreement, AmpliFund will return to Customer all Customer Data and all other Customer data in such format as Customer may reasonably require and permanently erase all copies thereof; provided the terms of an Addendum may alter the requirements of this sentence.

END OF EXHIBIT D