1   BRIEF OVERVIEW

A. RNL Engage, RNL's proprietary, Internet-accessible advancement software is designed to support an organization's telephone-based engagement and fundraising program through direct contact and integrated multichannel communications, as well as associated user interfaces and related technology.

B. RNL's Giving Day is a proprietary, white-labeled Giving Day Module allows Client to showcase institutional initiatives under a custom-branded thematic framework. RNL's Giving Day Module provides an administrative interface to manage Client projects, and analytics packages to yield insights on Client projects, as well as associated user interfaces and related technology, including installation, test, and support. The Giving Day Module will integrate via a mutually approved payment processor with access to donor data provided directly from the administrator interface.

C. RNL's Crowdfunding is a proprietary, white-labeled crowdfunding software allows Client to showcase institutional initiatives through a custom-branded website. Crowdfunding allows Client constituents to follow, share, and donate to Client projects. Crowdfunding provides an administration interface to manage Client projects and analytics packages to yield insights on Client projects, as well as associated user interfaces and related technology.

D. RNL's QuadWrangle is a proprietary, A.I.-driven engagement platform allows Client to derive key insights from their constituent audience and develop dynamic, multichannel engagement campaigns in order to further discover prospect interests, connect individuals with the Client, and provide personalized activity and content at scale. Featuring A.I.-powered data scraping and insights, RNL QuadWrangle can learn about individuals, news, events, and giving opportunities to provide dynamic content through white-label hosted websites, emails, and other communications.

E. RNL's AL: Conversational AI for Fundraising is an online chatbot that can be trained to have specific conversations related to Client's fundraising program.

F. RNL's AL: Conversational AI for ScaleFunder is an online chatbot that can be trained to have specific conversations related to Client's Giving Day and/or Crowdfunding programs.

2   RNL ENGAGE SERVICES

During the Term, Client may have access to RNL Engage in quantities to be determined by RNL in conjunction with the Client, pursuant to an executed RNL Omnichannel SOW ("**Services**"):

A. RNL Engage

    i.   **RNL Assisted Loads:** The process of transferring Client's data onto equipment.

    ii. **Segments:** Grouping of past donors and donor prospects by one or more common attributes.

iii. **Refreshes:** The process of updating a data set that has been loaded onto RNL equipment with demographic information received from a Client.

iv. **Deletes Processing:** Processing of Client files for prospects that have requested not to be contacted via a certain channel, channels, or through any communication type in order to remove them from further communications via the requested restricted channels.

v. **Standard Reporting Package:** Delivery of RNL standard reports, as determined by RNL, which may include**:**

    a. **Standard Bi-Weekly Deletes** – Client file of records to be removed from the scope of Services and which will receive no further contact (phone, mail, or email).

    b. **Standard Bi-Weekly Paids** – Client file of "paids"/donors which may be used to generate regular reminder outreach for an RNL-managed fulfillment plan and monthly fulfillment report.

    c. **Standard PDF/Daily File Package** – Daily suite of reports including pledge report, change report, comment report, phone completes, email bounces, email unsubscribes, and matching gift report.

vi. **Data Storage:** Warehousing select data used for Services.

vii. **Strategy Frequency:** Cadence of RNL review of Client results and recommended strategy.

viii. **Smart View:** RNL's visual reporting dashboards.

ix. **RNL Engage License:** Number of licenses Client will receive to utilize RNL Engage.

x. **Calling Months:** Number of months Client may utilize RNL Engage.

xi. **RNL API:** An application programming interface (API) that, when combined with a data connector, automates the flow of data between RNL Engage and Client's CRM.

xii. **Access to RNLU:** Access to RNL's learning management system, which includes ready-to-play courses to further Client's knowledge of RNL products and services.

B. Additional Services

i. **Advanced Analytics:** RNL's proprietary predictive modeling solution to identify which prospects are most likely to make a donation.

ii. **Visual Caller ID:** Enables caller ID information to appear on recipients screen as Client's name, logo, and location.

iii. **Email Templates:** Design prototype for email(s).

iv. **Email Versions:** Creation of versions of an email message, such as for the purpose of preparing prospects for calling, to acknowledge a pledge, to remind prospects of a pledge, or for the purposes of thanking donors

v. **Paids Processing:** Processing of Client files for prospects who fulfilled a gift made through the calling program in order to remove them from further fulfillment messages.

vi. **Reminder Drops:** An electronic file containing prospects who have made outstanding pledges and who are scheduled to receive either a reminder letter or email, or both.

vii. **Scripts:** Structured scripting to be used by engagement center ambassadors when speaking with prospects and donors regarding updates, invitations, and/or solicitations.

viii. **Training:** Materials that instruct the users on how to utilize RNL Engage and its associated components.

ix. **Secure Internet Dialing Licenses:** Number of licenses Client will receive to allow telephone communication via Voice over Internet Protocol (VOIP).

x. **Remote Consulting / Training Hours:** May include an initial evaluation, training of Client's team, and a regular cadence of meetings to review program results and provide insights on strategy pivots and enhancements.

C. Texting

i. **Texting Platform:** Platform which allows texts to be sent as either individual messages or integrated, recurring campaigns.

ii. **RNL Engage Integration:** A connection between RNL Engage and the Texting Platform to allow for the transfer of select information from RNL Engage for texting purposes.

iii. **Records:** The number of individuals that may be texted via the Texting Platform.

iv. **High Speed Inbox:** A high speed inbox leverages an assigned 1-800 number to send text messages at a higher velocity than a standard shared inbox in the texting platform. A high speed inbox is intended for limited-run texting campaigns with high volumes of prospects.

D. Personalized Video

i. **Video Platform:** Platform which allows personalized videos to be sent as either individual activities or integrated, recurring campaigns.

ii. **RNL Engage Integration:** A connection between RNL Engage and the Video Platform to allow for the transfer of select information from RNL Engage for personalized video purposes.

iii. **Video Contacts:** The number of contacts, identified by a unique email address, which videos can be sent to through the Video Platform. A Video Contact may receive an unlimited number of videos during the Term of the SOW.

3 GIVING DAY SERVICES

A. During the Term, Client may have access to Giving Day in quantities to be determined by RNL in conjunction with the Client, pursuant to an executed RNL Omnichannel SOW ("**Services**"):

i. A license to the Giving Day Module for ___ months to run ___ Giving Day event(s) for up to forty-eight (48) hours each.

ii. ___ Named Users.

iii. Client-branded skin.

a. RNL will produce a branded graphical user interface according to the constraints defined by the nature of RNL's Software and Client brand guidelines.

b. Client shall provide initial set of inputs reasonably requested by RNL (primary, secondary, tertiary colors).

c. Client will have up to three (3) iterations to make changes that are feasible within the parameters of the Software and Documentation.

d. Each iteration must be approved or rejected by the Client within three (3) business

days.

    e.   Client will have final approval of the skin to be incorporated into the user interface. Such approval shall be timely and not be unreasonably withheld.

  iv.   Integration with Client's payment system.

    a.   RNL will provide up to ten (10) hours of engineering and testing services to integrate with a payment service or payment processing provider approved by RNL.

  v.   Use of the Software by three (3) roles in the following quantities: Administrator (up to ___ Named Users), Project Collaborators (all Named Users), and Ambassadors (all Named Users).

  vi.   Those materials determined by RNL as necessary to adequately describe the use and operation of the Software, in either hard copy or electronic form as selected by Client.

  vii.   Giving Day Support:

    a.   Three (3) hour workshop, online via WebEx. The workshop will include information regarding roles in executing a Giving Day event, use of online ambassadors, and establishing and developing a Giving Day theme.

    b.   One (1) hour technical training.

    c.   Two (2) hour mock event.

    d.   One (1) hour data analysis.

  viii.   At Client's request, an initial one (1) hour, online training session to instruct Named Users regarding the basic access and use of the Software.

4   CROWDFUNDING SERVICES

A. During the Term, Client may have access to Crowdfunding in quantities to be determined by RNL in conjunction with the Client, pursuant to an executed RNL Omnichannel SOW ("**Services**"):

  i.   ___ Named Users.

  ii.   Up to ___ Groups.

    a.   "**Group**" means a sub-landing page within the primary platform page to allow Client to have separate crowdfunding campaigns for different Client initiatives. Each Group has the ability to customize the URL, as well as add specific branding for that particular crowdfunding campaign.

  iii.   Client-branded skin for primary platform page

    a.   RNL will produce a branded graphical user interface according to the constraints defined by the nature of RNL's Software and Client brand guidelines.

    b.   Client shall provide initial set of inputs reasonably requested by RNL (primary, secondary, tertiary colors).

    c.   Client will have up to three (3) iterations to make changes that are feasible inside of the parameters of the Software and Documentation.

    d.   Each iteration must be approved or rejected by the Client within three (3) business days.

    e.   Client will have final approval of the skin to be incorporated into the user interface.

Such approval shall be timely and not be unreasonably withheld.

iv. Integration with Client's payment system.

    a. RNL will provide up to ten (10) hours of engineering and testing services to integrate with a payment service or payment processing provider approved by RNL.

v. Use of the Software by an unlimited number of Project Collaborators. A "**Project Collaborator**" means the creator of individual campaign materials which are provided to Named Users through limited access to the Software.

vi. Those materials determined by RNL as necessary to adequately describe the use and operation of the Software, in either hard copy or electronic form as selected by Client.

vii. At Client's request, a one (1) hour, online training session to instruct Named Users regarding the basic access and use of the Software.

viii. At Client's request, an online strategy session on best practices and campaign requirements with initial Project Collaborators.

5   QUADWRANGLE SERVICES

A. During the Term, Client may have access to Quadwrangle in quantities to be determined by RNL in conjunction with the Client, pursuant to an executed RNL Omnichannel SOW ("**Services**"):

i. ___ Named Users.

ii. Constituent Detail Screen, which provides an overview of constituents' activity within QuadWrangle;

iii. Events, which allows Client to set up an event and includes features such as RSVP and/or ticket purchases, event check-in, etc.;

iv. Forms, which allows Client to create a form and store submissions or have submissions sent to a separate URL/email address;

v. QuadMail, a self-serve platform to create emails and newsletters to allow Client to execute email campaigns. Features include:

    a. Build email and/or newsletter campaigns;

    b. Create automatic behavior triggers to manage email stops, follow-ups, and unsubscribes;

    c. Track opens, bounces, and unsubscribes for an email or campaign.

vi. List Builders, which allows Client to build lists based on constituents' attributes;

vii. News Content, which allows Client to post news already live on its current website as well as create and post new content;

viii. Static Web Pages, which allows Client to create webpages;

ix. Giving Pages, which allows Client to create a webpage that integrates with its payment processor;

x. Calls to Action, which allows Client to create a call-to-action button that urges constituents' to click;

xi. ClassRing, which provides Client with a dedicated webpage for constituents to create job-related posts (i.e., job listing, request for introduction, looking for a job, etc.);

xii.	Meetups, which allows constituents to create a posting for an event that other constituents may be interested in;

xiii.	ClassNotes, which allows constituents to create short messages to share with the community, such as life events, career moves, announcements, etc.;

xiv.	Directory, which allows Client to post searchable contact information for verified alumni;

xv.	QuadWeb, a hosted, constituent-facing website with customizable elements (logos, colors, and some content areas) where Events, Static Web Pages, Giving Pages, the Directory, as well as user-generated content pages such as ClassRing and ClassNotes, can be visited by the constituents (some elements may require that they be verified as alumni by the Client); and

xvi.	Event Photo Galleries, which allows Client and constituents to post photos from Client events;

xvii.	QuadWrangle features in-platform campaign tracking and analytics. The QuadWrangle platform may be integrated with a mutually agreed-upon payment processor; and

xviii.	Ability to be directly connected to Client's supported database of record via API.

6   AL: CONVERSATIONAL AI FOR FUNDRAISING

A.	During the Term, RNL will provide AL: Conversational AI for Fundraising in quantities to be determined by RNL in conjunction with the Client, pursuant to an executed RNL Omnichannel SOW ("**Services**"):

i.	RNL will train chatbot for twenty-five (25) topics of conversation;

ii.	RNL will provide up to three (3) hours of initial training via webinar to include chatbot set-up, conversations, and conversation management post-launch; and

iii.	Client may utilize and train chatbot for use on Client's website.

7   AL: CONVERSATIONAL AI FOR SCALEFUNDER

A.	During the Term, RNL will provide AL: Conversational AI for ScaleFunder in quantities to be determined by RNL in conjunction with the Client, pursuant to an executed RNL Omnichannel SOW ("**Services**"):

i.	If applicable, RNL will set up chatbot on Client's Giving Day page and train chatbot for one (1) Giving Day conversation;

ii.	If applicable, RNL will set up chatbot on Client's Crowdfunding page and train chatbot for one (1) Crowdfunding conversation;

iii.	RNL will provide up to three (3) hours of initial training via webinar to include chatbot set-up, conversations, and conversation management post-launch; and

iv.	Client may utilize and train chatbot for use on Client's website.

8   CLIENT RESPONSIBILITIES

A.	The provision of RNL Engage Services by RNL is conditioned upon Client providing the following ("**Client Responsibilities**"):

i. Client shall provide functions associated with engagement center management, including not limited to:

    a. If applicable, secure engagement center stations and engagement center equipment;

    b. Engagement center operations;

    c. Employment of engagement center ambassadors accessing RNL Engage;

    d. Supervisor functions (i.e., engagement center ambassador assignments, statistics, generating reports);

    e. Caller ID information about Client for all outbound calls;

    f. Production of pledge commits and fulfillment; and

    g. USB Headsets for Named Users.

ii. If applicable, Client shall provide a secure facility, including electrical, phone, hardware, an Internet connection, and computers with Chrome and/or Firefox.

iii. Client shall provide and maintain an online giving page (either by Client directly or by a third party vendor selected, retained, and managed by Client).

iv. Registration with any third party as necessary, including providing all necessary materials.

v. If applicable, Client shall provide RNL access to its existing ThankView personalized video platform for integration with RNL Engage.

vi. If applicable, Client shall provide RNL access to its existing Mongoose texting platform for integration with RNL Engage.

vii. If applicable, Client shall provide functions associated with text management, including but not limited to:

    a. Secure texting workstations and equipment;

    b. Texting operations;

    c. Employment of staff accessing texting platform; and

    d. Supervisor functions (i.e., texting assignments, statistics, reporting).

viii. If applicable, Client shall provide full access to RNL Engage and texting platform in which RNL can integrate systems and establish first communications flow.

B. The provision of RNL Engage, Giving Day, and Crowdfunding Services by RNL is conditioned upon Client providing the following ("**Client Responsibilities**"):

i. If applicable, Client shall provide RNL full access to, and internal resources responsible for, the payment system and provide RNL with full access to a test environment in which it can develop payment integration.

ii. Client must maintain the Supported Environment to use the ASP Services by configuring DNS CNAME records within Client domain space to point to the designated RNL domain.

C. The provision of QuadWrangle services by RNL is conditioned upon Client providing the following ("**Client Responsibilities**"):

i. If applicable, Client shall provide RNL full access to, and internal resources responsible for, the payment system and provide RNL with full access to a test environment in which it can develop payment integration.

ii. Client must maintain the Supported Environment to use the ASP Services by configuring DNS CNAME records within Client domain space to point to the designated RNL domain.

iii. Client must have an appropriate privacy policy which addresses the collection and/or use of user data in general and with regard to these Services. Client will instruct RNL to link to privacy policy, if necessary.

D. The provision of AL: Conversational AI for Fundraising or AL: Conversational AI for ScaleFunder Services by RNL is conditioned upon Client providing the following ("**Client Responsibilities**"):

i. In order to utilize the Services, Client must have an active Facebook account.

ii. Client will collaborate with RNL to answer a set of questions in order to train chatbot.

iii. Client is responsible for training chatbot for use on Client's website.

iv. Client is responsible for chatbot monitoring and any necessary human intervention.

9   ADDITIONAL TERMS

A. Client hereby agrees to the RNL Standard Application Service Provider Terms and Conditions found at ruffalonl.com/documentation.

B. AL: Conversational AI was built to comply with Facebook Messenger. If applicable, Client is responsible for compliance with Facebook Messenger when utilizing these services. For more information, visit: *https://developers.facebook.com/docs/messenger-platform/policy/policy-overview.*

C. If applicable, Client hereby agrees to the Cadence Texting Platform: End User License Agreement found at ruffalonl.com/documentation.

D. If applicable, Client hereby agrees to the RNL Personalized Video: ThankView Terms of Use found at ruffalonl.com/documentation.