RNL Synergy — Software Solutions

1   BRIEF OVERVIEW

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

B.   RNL's Giving Day is a proprietary, white-labeled software that allows Client to showcase institutional initiatives under a custom-branded thematic framework. 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, testing, and support. Giving Day 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 software that 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

A.   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 Synergy SOW ("**Services**"):

   i.   Access to RNL Engage at ＿＿＿ calling stations (referred to as the Named Users) for ＿＿＿ months.

   ii.   Commercially reasonable level of assistance with and guidance on the following to support Client's use of RNL Engage:

      a.   Loading data;

      b.   Creating segments and calling pools;

      c.   Creating email responses; and

      d.   Performing system backups.

iii.   Online Giving Integration (OGI) to transfer from the RNL Engage operation of a Named User to a separate and distinct online giving page which has been secured and provided by Client for Named Users to conduct real-time credit card transactions.

iv.   Access to HEP's Matching Gift database to provide employer matching gift information so long as it is available to RNL, at RNL's discretion.

v.   24 hours/day, 7 days/week helpdesk support for questions about RNL Engage and its use.

vi.   Reports as made available by RNL in RNL Engage.

vii.   Online administrator training modules.

viii.   If applicable, Visual Caller ID to enable caller ID information to appear on recipients screen as Client's name, logo, and location. At Client's request, RNL may adjust Visual Caller ID information (name, call to action, etc.) up to six (6) times per year.

ix.   If applicable, establishment of API connection and first communications flow between RNL Engage and texting platform.

x.   If applicable, access to send person-to-person text messages for the following estimated quantities:

Integrated RNL TXT	
Purpose: Follow-up texting activity triggered by call results in RNL Engage.	
Target Audience	Individuals passed through the RNL Engage API integration
Total Prospects	Up to ___ total records

xi.   If applicable, access to build and send email campaigns.

xii.   If applicable, access to build and send semi- and fully-personalized videos via email.

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 Synergy 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 **OR** one (1) day onsite workshop (requires additional fees). 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.

    e.   **OPTIONAL** (requires additional fees) - Dedicated onsite support on the Giving Day.

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 Synergy 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 Synergy 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:

 vi. Build email and/or newsletter campaigns;

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

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

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

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

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

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

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

xiv. 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.);

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

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

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

xviii. 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

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

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

xxi. 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 Synergy SOW ("**Services**"):

i. RNL will train chatbot for one (1) topic of conversation of Client's choosing;

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

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

iv. Client may utilize chatbot to send broadcast messages to chatbot subscribers.

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 Synergy 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, broadcasts, and conversation management post-launch;

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

v. Client may utilize chatbot to send broadcast messages to chatbot subscribers.

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 call center management, including not limited to:

      a.   Secure calling stations and calling equipment;

      b.   Calling operations;

      c.   Employment of callers accessing RNL Engage;

      d.   Supervisor functions (i.e., caller 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.   Client shall provide a secure facility, including electrical, phone, hardware, an Internet connection, and computers with Internet Explorer.

   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 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).

   vi.   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.   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.   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 chatbot, 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 any broadcast messages sent to chatbot subscribers.

v.   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.