



Master Subscription Agreement

This Agreement (this "Agreement"), effective as of 06/01/2020 ("Effective Date") is entered into between EqualLevel, a Delaware corporation, ("COMPANY"), having its principal place of business at 11140 Rockville Pike, Suite 100-350, Rockville MD 20852, and **Kentucky Purchasing Cooperative (KPC)**, ("**LICENSEE**"), having its principal place of business at **904 Rose Road, Ashland, KY 41102**. This Agreement governs LICENSEE's Acquisition and use of the Software Service provided by COMPANY.

SECTION 1

Definitions

As used in this Agreement (including in any amendments, schedules, and exhibits) the following definitions, and certain other terms as defined herein, will apply, unless explicitly stated to the contrary and except as the context otherwise requires:

1.1 "Application Generated Data" means all information, documentation, files, data and materials, whether in hard copy, electronic or other format, that have been generated by or that result from running or making assessable to LICENSEE the particular applications delivered by COMPANY in connection with this Agreement; such information to specifically include all information and data supplied directly or indirectly by LICENSEE.

1.2 "Confidential Information" means any non-public proprietary or sensitive information, excluding Trade Secrets, which is learned by one party about the other's business affairs, property, methods of operation, processing systems or other information which reasonably could be considered to have business or proprietary value or to be personal or otherwise confidential in nature. Confidential Information shall include, (a) except as limited herein, as Confidential Information of COMPANY, the Software and Documentation and (b) as Confidential Information of LICENSEE, all data provided by or regarding LICENSEE and including, without limitation, all data entered into the Software Service by LICENSEE ("**LICENSEE Data**"), and all information regarding LICENSEE's and its affiliates' employees and independent contractors.

1.4 "Documentation" means all operator, technical and user manuals, training materials, guides, listings, specifications, flow charts, program descriptions and other materials for use in conjunction with the Software or Software Service, whether in hard copy or electronic forms, as furnished by COMPANY pursuant to this Agreement.

1.5 "Intellectual Property" means any and all now known or hereafter known tangible and intangible: (a) rights associated with works of authorship, including, but not limited to, copyrights; (b) trademark and trade name rights and similar rights; (c) Trade Secrets; (d) patents, designs, algorithms and other industrial property rights; (e) all other intellectual and industrial property rights, whether arising by operation of law, contract, license or otherwise; and (f) all registrations, initial applications, renewals, extensions, continuations now or hereafter in force.

1.6 "LICENSEE Users" means (i) LICENSEE employees or independent contractors of LICENSEE; (iii) LICENSEE members in Kentucky and employees, (iv) suppliers that have agreements with LICENSEE to access the Software Service.

1.7 "Proprietary Information" means Confidential Information and Trade Secrets, whether in written, oral, electronic or other form, furnished, transmitted to, observed or obtained by one of the parties. Proprietary Information also includes any Confidential Information or Trade Secrets that are in a party's facility and are viewable, accessible or otherwise made available to the other party ("**Recipient**"). Proprietary Information shall also include LICENSEE Data and Application Generated Data. The following information, all as reasonably substantiated by documentation, however, is not Proprietary Information and Recipient is not restricted as to its use or disclosure:



- (a) information already in the possession of, or already known to, the Recipient as of the Effective Date, and not under any other obligations of confidentiality due to any other agreements between the parties;
- (b) information that enters the public domain after the Effective Date, or which, after such disclosure, enters the public domain through no fault of the Recipient;
- (c) information lawfully furnished or disclosed to the Recipient by a non-party to this Agreement without any obligation of confidentiality;
- (d) information independently developed by any party without use of any Proprietary Information;
- (e) information required to be disclosed by law but only to the extent of such legal requirements; or
- (f) information that is explicitly approved for release by the Discloser of the information.

1.8 "Software Service" means the COMPANY software-based service, by which customers remotely access and use the Software Service as delivered by COMPANY (or its subcontractors).

1.9 "Software" means any and all Object Code, HTML and other non-Source Code software made available to LICENSEE by COMPANY in connection with this Agreement.

1.10 "Trade Secrets" means technical and non-technical information (regardless of whether such information is in tangible or intangible form) including data, ideas, concepts, formulae, methods, techniques, processes, financial business plans and business methods (including any derivatives of any of the foregoing) disclosed to either party by or on behalf of the other party that derive economic value, actual or potential, from not being generally known to other persons who could obtain economic value from the disclosure or use thereof, and which are the subject of efforts that are reasonable under the circumstances to maintain their secrecy.

1.11 "Use" or "Usage" means the use of Software Service in the ordinary course of LICENSEE's business, including actual use of the Software to obtain the benefits of its functionality or the ability to obtain the benefits of the Software Service.

SECTION 2

Software and Services

2.1 **Software Service Access Rights.** Subject to the terms and conditions of this Agreement and any associated Product Schedule, COMPANY grants to LICENSEE, and LICENSEE hereby accepts, a non-exclusive, non-transferable license allowing LICENSEE Users, wherever they may be located, to access the Software Service delivered by COMPANY, as described in Schedule A.

2.2 **Ownership.** COMPANY and/or its third-party suppliers shall retain all ownership rights and title in and to, without limitation, the Software, the Software Service, all functional enhancements to the Software or Software Service developed by COMPANY, all LICENSEE Customized Enhancements (except as set forth in Section 2.4) ("COMPANY Property"), and the license and access rights hereunder grant no title or rights of ownership therein to LICENSEE. No license, right or interest in any COMPANY or COMPANY trademark, trade name, or service mark is granted to hereunder. LICENSEE shall retain all ownership rights and title to all LICENSEE Data.

2.3 **No Sublicense.** Without limitation, LICENSEE has no rights in respect of the Software Service beyond its limited remote access and Use rights as stated above, and LICENSEE may not, without



limitation, loan, sell, transfer, or sublicense the Software Service to any third party or for use in creating derivative works based upon the Software Service in whole or in part.

2.4 **LICENSEE Ownership.** Excluding any background Intellectual Property or other property of COMPANY or its licensors embedded or included therein, LICENSEE shall own those enhancements made by COMPANY in performing any professional services (the "Services") hereunder that are (i) developed as part of a special project under a statement of work, (ii) paid for by LICENSEE ("LICENSEE Customized Enhancements"). Additionally, LICENSEE hereby grants COMPANY and its agents, subcontractors, consultants and representatives a royalty-free license to use the LICENSEE Customized Enhancements solely as necessary in the course of performing the Services hereunder for or on behalf of LICENSEE or any LICENSEE Contractor, LICENSEE user or LICENSEE supplier.

SECTION 3

Fees

3.1 **Fees.** In connection with access and delivery of the Software Service (support, hosting, and administration), COMPANY shall charge LICENSEE the fees described in Schedule A, Product & Pricing. Fees for additional Services will be charged separately at applicable rates.

3.2 **General payment terms.** LICENSEE agrees to pay undisputed fees within 30 calendar days of receipt of a valid COMPANY invoice. All Fees are payable in US dollars. LICENSEE shall also be responsible for any of the Licensee's own applicable taxes based on sales, use, goods and services, or other tax or tariffs that may be assessed in connection with this Agreement (other than taxes on COMPANY's income) payable in Texas. All amounts not paid within 60 days of their due date (the "Delinquency Date") shall bear interest at the rate of one percent (1%) per month from the Delinquency Date.

SECTION 4

Term and Termination

4.1 This Agreement shall become effective as of the Effective Date set forth above. This Agreement shall remain in effect for an initial term of three (3) years unless and until terminated as provided for herein. The Agreement may be renewed for two additional one (1) year extensions if mutually agreed upon by the parties in writing.

4.2 **Termination of this Agreement For Cause.** This Agreement may be terminated for cause by either party if the other party breaches the terms or materially defaults on the performance of any of its duties or obligations set forth herein (including, but not limited to, the failure of the Software or the Software Service to meet LICENSEE's reasonable needs), provided that such default is not cured within thirty (30) days, or as otherwise may be agreed to by both parties, after written notice is given to the defaulting party by the non-defaulting party which specifies the faulty performance and acceptable means of correction. In such event, termination of the Agreement shall be effective as of the date specified in such notice of such termination.

4.3 **Bankruptcy.** In the event that COMPANY shall file a petition for bankruptcy, reorganization, readjustment or rearrangement of its business or affairs under any laws or governmental regulations relating to bankruptcy or insolvency, or is adjudicated as bankrupt, or if a receiver is appointed for COMPANY or such third-party, or if COMPANY or such third-party makes or attempts an assignment for the benefit of creditors or is unable to meet its or their obligations in the normal course of business as they fall due, then COMPANY shall promptly inform LICENSEE of such actions and LICENSEE may terminate for cause this Agreement.



4.4 Termination due to lack of funds or cancellation of Cooperative Procurement Program. LICENSEE shall have the right to terminate this Agreement without penalty by giving 30 days written notice to the COMPANY as a result of any of the following; (i) Adequate funds are not available to allow the LICENSEE to operate as required and to fulfill its obligations under the Agreement; (ii) LICENSEE's authorization to operate a Cooperative Procurement Program is withdrawn.

4.5 Events Upon Termination. The following events shall occur following the termination of this Agreement hereunder, as applicable:

4.5.1 Payments. COMPANY shall submit to LICENSEE an invoice for any outstanding Fees and approved expenses applicable to periods prior to the effective date of termination of this Agreement, and LICENSEE shall pay such fees and expenses within 30 calendar days of receipt of such valid COMPANY invoice. In the event that the termination is effective before the end of the Term (other than a termination by LICENSEE as a result of an uncured default by COMPANY), COMPANY shall pay LICENSEE any prorated Fee for the portion unused within 30 calendar days of the effective date of termination of this Agreement.

4.5.2 Return of Proprietary Information. Each party shall immediately following termination collect and deliver to the other party, all of the requesting party's Proprietary Information and all copies thereof, unless it is expressly authorized by the requesting party to use such Proprietary Information or unless required by law or governmental regulations to retain such Proprietary Information.

SECTION 5

Proprietary Information

Proprietary Information. This section describes the duties of the parties with respect to Proprietary Information.

5.1 Protection of Proprietary Information. If Proprietary Information is disclosed to a party ("Recipient") by the other party ("Discloser"), then Recipient agrees that it shall hold such Proprietary Information in confidence, agrees not to disclose any Proprietary Information to persons not having a need to know such Proprietary Information consistent with the purpose for which it was transmitted and such Proprietary Information will not be used, directly or indirectly, for any nonprofit, commercial, business or other purpose or in any way detrimental to Discloser. Recipient shall take reasonable precautions to protect the confidentiality and value of Proprietary Information to Discloser including measures to prevent disclosure, loss, theft and misuse with the same degree of care that it uses to protect the confidentiality of its own Confidential Information and, in any event, not less than reasonable care. Recipient shall immediately give notice to Discloser of any unauthorized use or disclosure of Proprietary Information. Recipient agrees to assist Discloser in remedying any unauthorized use or disclosure of Proprietary Information caused by such Recipient.

5.2 Disclosure Required by Law. Notwithstanding any provision in this Agreement to the contrary, a disclosure of Proprietary Information in response to a valid order by a court or other governmental body or otherwise required by law, is not considered to be a breach of this Agreement or a waiver of confidentiality for other purposes. Before any such disclosure, when practical, Recipient shall provide prompt written notice to Discloser to enable it to seek a protective order or prevent disclosure.

If LICENSEE is subject to any local, state or federal law, regulation or ordinance requiring the disclosure of public records (collectively, a "Public Records Act"), then, in that case, in the event that a request for information is made to LICENSEE pursuant to a Public Records Act concerning documents, items or other information in the possession of LICENSEE that arguably and in good faith may be Proprietary Information or otherwise exempt from disclosure related to COMPANY, LICENSEE shall promptly, but in any event within five (5) business days, provide notice of the request to COMPANY. Within five (5) business days, COMPANY shall notify LICENSEE of COMPANY's position regarding the release of the documents,



items or other information. LICENSEE, to the extent permitted by law, agrees to abide by the position taken by COMPANY concerning the release of the requested documents, items or other information. In the event COMPANY takes the position that requested documents, items or other information are not required to be released by LICENSEE and requests LICENSEE not to release the requested documents, items or other information, LICENSEE, to the extent permitted by law, shall cooperate with COMPANY, if it so requests and at the sole cost and expense of COMPANY, in responding to any such request or judicial proceedings brought to compel the release of the documents, items or other information and, in such event, COMPANY shall pay any monetary penalty assessed against LICENSEE together with all attorney's fees incurred by LICENSEE. The obligation of LICENSEE to cooperate with COMPANY under the circumstances described in this paragraph shall not diminish in any way the right of COMPANY to assert independently its interest in limiting, and its right to seek relief from, the disclosure of Confidential Information.

If LICENSEE becomes legally compelled by interrogatories, subpoena, civil or criminal investigative demand or similar process, including processes under state or federal rules of criminal and/or civil procedure, to make any disclosure that arguably and in good faith may be prohibited or otherwise constrained by a Public Records Act, LICENSEE shall provide COMPANY with prompt notice of such legal proceedings, so that COMPANY may seek an appropriate protective order or other appropriate relief or waive compliance by LICENSEE with the provisions of this paragraph. In the absence of a protective order or other appropriate relief or receipt of such a waiver, LICENSEE shall be permitted to disclose that portion of the information that LICENSEE is legally compelled to disclose.

Notwithstanding the foregoing, if LICENSEE is ordered by a court of competent jurisdiction to disclose financial and proprietary information and Trade Secrets, LICENSEE may disclose such information. LICENSEE shall not be liable, and COMPANY shall hold LICENSEE harmless, for damages resulting from such disclosure.

SECTION 6

Warranties

6.1 EXCEPT AS EXPRESSLY INDICATED HEREIN, COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SOFTWARE SERVICES. COMPANY DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SOFTWARE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SOFTWARE SERVICES WILL MEET LICENSEE'S REQUIREMENTS OR EXPECTATIONS, (C) ERRORS OR DEFECTS WILL BE CORRECTED, OR (D) THE SOFTWARE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT AS EXPRESSLY INDICATED HEREIN, THE SOFTWARE IS PROVIDED TO LICENSEE STRICTLY ON AN "AS IS" BASIS. EXCEPT AS EXPRESSLY INDICATED HEREIN, ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESSED, IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY COMPANY. NOTWITHSTANDING THE FOREGOING, EVEN THOUGH COMPANY MAKES NO REPRESENTATIONS WITH REGARD TO THE ABOVE MATTERS, IF (A) THE USE OF THE SOFTWARE SERVICES IS NOT SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR CANNOT OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SOFTWARE SERVICES DO NOT MEET LICENSEE'S REQUIREMENTS OR EXPECTATIONS, (C) ERRORS OR DEFECTS RELATING TO THE SOFTWARE OR SOFTWARE SERVICES ARE NOT CORRECTED, OR (D) THE SOFTWARE SERVICES ARE NOT FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, THEN, IN THAT EVENT, LICENSEE MAY TERMINATE THIS AGREEMENT FOR CAUSE UPON 30 DAYS NOTICE TO COMPANY IN THE SAME MANNER AS IF THERE WAS A DEFAULT BY COMPANY.



6.2 COMPANY warrants that (i) the Software and Software Service will conform to the Documentation, the Implementation Project Plan and any SOW; (ii) the Software Service will be available and fully functional to LICENSEE at least 99.5% of 24 hours per day, 7 days per week, and 365 days per year, subject to reasonable outage for maintenance or repairs between the hours of 12a.m. and 8a.m. Eastern Time; (iii) Services shall be performed in a professional, workmanlike manner consistent with industry standards; (iv) the Software and the Software Service will not infringe third party intellectual property rights. Any failure of the warranties contained herein shall constitute a material default under this Agreement entitling LICENSEE to terminate this Agreement for cause pursuant to Section 4.2 above.

6.3 COMPANY covenants and agrees that provided that LICENSEE is not in material default of this Agreement, during the Term, COMPANY shall not license the Software or provide the Software Services to any third party which directly competes with LICENSEE in the Summer Camp or Senior Care industries (including nursing homes, assisted living facilities, memory care facilities, and other facilities the primary purpose of which is to provide lodging and care for seniors and infirm individuals).

SECTION 7

Indemnification

7.1 **Intellectual Property Indemnification By COMPANY.** In the event that any Software or Software Service as provided by COMPANY to LICENSEE under this Agreement is accused of infringing the intellectual property rights in a claim or cause of action by a third party and LICENSEE promptly provides notice that it seeks COMPANY's indemnification, COMPANY shall indemnify LICENSEE in respect of such claim or cause of action as follows: i) COMPANY shall defend and hold LICENSEE harmless against any legal action accusing infringement of such intellectual property rights; and additionally ii) COMPANY may obtain appropriate licenses under such intellectual property rights; or iii) COMPANY may modify or replace the Software or Software Service to be non-infringing while preserving equivalent functionality of the original Software or Software Service, so long as such modification or replacement conforms to the Documentation and the functional descriptions in the Implementation Project Plan and any SOW, and is otherwise acceptable to LICENSEE and meets LICENSEE's needs. To the extent COMPANY is required to defend under clause (i), COMPANY shall pay all damages or settlements and control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and LICENSEE shall, at COMPANY's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by LICENSEE which shall be reimbursed to LICENSEE by COMPANY), provide all commercially reasonable assistance requested by COMPANY.

7.2 **Other Indemnification By COMPANY.** COMPANY agrees to protect, indemnify and hold LICENSEE harmless from and against any and all losses, claims, actions, demands, allegations, suits, judgments, costs and expenses, and all other liability of any nature whatsoever, incurred as a result of: (i) COMPANY's breach of this Agreement; and (ii) any unauthorized, negligent or wrongful use of, or a data breach incident and viruses or other corrupting agents involving, LICENSEE's Proprietary Information, computers, or other hardware or software systems; and (iii) any damage, loss of use or function of, the computer or information systems of the LICENSEE or its participating members, to the extent allowed by Kentucky law.

SECTION 8

General

8.1 Neither Party may assign this Agreement, in whole nor in part, without the other Party's written consent, which shall not be unreasonably withheld, except that no such consent will be required in connection with a merger, reorganization or sale of all, or substantially all, of either Party's assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of and be enforceable against the Parties and their respective successors and assigns. Any attempt to assign this Agreement other than as permitted



above will be void. This Agreement is solely for the benefit of the Parties and their successors and permitted assigns and does not confer any rights or remedies on any other person or entity.

8.2 This Agreement, all Schedules and any addenda hereto shall constitute the entire agreement between COMPANY and LICENSEE with respect to the subject matter hereof and all prior Agreements, representations, and statements, verbal or written, with respect to such subject matter are superseded hereby, including without limitation any non-disclosure Agreement previously executed between the parties. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable. The parties may execute this Agreement in counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. For purposes hereof, a facsimile or PDF copy of this Agreement, including the signature page hereto, shall be deemed to be an original and will have the same force and effect as an original document with original signatures. The parties agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the intent of this Agreement. The parties acknowledge and agree that they are dealing with each other hereunder as independent contractors, and nothing herein or in the transactions contemplated by this Agreement shall be construed as, or deemed to be, the formation of a partnership, association, joint venture, or similar entity by or between the parties. Each party shall comply with the provisions of all applicable federal, state, county, municipal, and local laws, ordinances, regulations, and codes in the performance of this Agreement.

8.3 This Agreement may not be altered, amended, or modified, except as set forth herein, or except by written instrument signed by the duly authorized representatives of both parties. The parties may waive any provision in this Agreement only by a writing executed by the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, will operate as a waiver of any continuing or succeeding breach, or as a waiver of any right, remedy or condition.

8.4 The laws of the United States and the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction, and performance of this agreement or any of its terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement shall be filed in the Boyd Circuit Court of the Commonwealth of Kentucky.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective date.

Company

Signature:

Name:

Title:

Date:

Licensee *KEDC - Ky Educational Dev. Corp.*

Signature: *Nancy Hutchinson*

Name: *Nancy Hutchinson*

Title: *CEO*

Date: *6/2/20*



SCHEDULE A

Product, Pricing, & Terms

Account: Kentucky Purchasing Cooperative (KPC)

Product: Cooperative Marketplace for KPC Kentucky Members

Product Overview and Pricing

The cost of the Marketplace will consist of:

- **One-time setup and configuration/services charge**
 - Opt-in WordPress plug-in set up and Maintenance
- **Recurring annual subscription fee**

The annual subscription fee includes all application software including all upgrades and maintenance for the base modules, application hosting, ongoing maintenance of all punch-out and search connector connections. The Marketplace proposal does not cover any custom development or custom implementation services. All custom development, integration or implementation request will be handled through a statement of work.

KPC Brand Cooperative Marketplace	
Custom Branded & Customized URL	X
<ul style="list-style-type: none"> • Marketplace will be branded labeled with KPC Logos, colors, and a customized URL • Navigation Tiles Library (For Guided Buying) 	
Registration and Login module	X
<ul style="list-style-type: none"> • Email domain whitelist • Notification and manual setup for non-whitelist domains • One-time load of authorized email domains • Unlimited KPC Marketplace for Kentucky member users 	
Marketplace Administrator Role	X
<ul style="list-style-type: none"> • Full marketplace administration functionality, control of Home Page Messaging • Management of member-level rules-based approval chains • Includes one administrator and one user training session will be recorded • Full Control of Marketplace: Views, Accounting data, ratings and reviews. • Reporting <ul style="list-style-type: none"> ○ Reports for Orders by: Supplier, User, Item, and Month ○ Includes CSV export of all Purchase Orders, User, and Cart details 	
Shopper Role	X
<ul style="list-style-type: none"> • A Shopper can create carts and transfer carts to the Buyer Role 	
Buyer/Approver Role	X
<ul style="list-style-type: none"> • Can receive transferred carts, create cart/requisition, and Approve requisitions • Can create carts directly 	
Member Level Management	X
<ul style="list-style-type: none"> • Designated Administrator at Member level with limited control (i.e. Users, Addresses, visibility to Requisitions and Orders, Export 	X



Supplier Enablement <ul style="list-style-type: none"> • cXML Punchout/Order Delivery and/or Contract Profile for all KPC approved Contracts for Kentucky Members (includes AEPA) • KPC EqualLevel GO Store • EqualLevel Network • Unlimited # EqualLevel GO Suppliers' catalogs* to include: <ul style="list-style-type: none"> ○ Marketplace Search of catalogs ○ cXML or email Order Delivery ○ Supplier Request for Quotes <p><i>*Suppliers can elect to extend catalog search to having fully functional punchout site(s) with an EqualLevel Go Store (supplier price schedule at https://equallevelgo.com/)</i></p>	X
Base Module Features Equal Level Community Marketplace (cont'd)	
Shopping Cart features <ul style="list-style-type: none"> • Quote-to-cart: spot buys and micro purchases • Shopper, Buyer, and Account Level Admin Roles • Search, price comparison, and support for ratings/reviews • Real-time search when available for comparison shopping • Transfer cart to Buyers • Free form ordering from Marketplace contracts • Cart and supplier level messages, max and min checkout • Supports payments via Purchase Order or Credit Card/Pcard * <p><i>* Punchout Integration environments may require additional level of services effort for enabling Pcard parallel configuration</i></p>	X
PRICING	
One Time Fees <ul style="list-style-type: none"> • Setup and Configuration/Services includes all Base Module Features, Opt-in WordPress Plugin (WP configuration and set up fee waived) 	\$8,250
Annual Subscription (Recurring)	\$21,500
<ul style="list-style-type: none"> • KPC Kentucky Member Marketplace • WordPress Plugin (waived year 1) 	\$1,000
TOTALS	
Year 1 – Subscription + set up fees,	\$ 29,750
Year 2+ Recurring Subscription, includes WordPress Plugin Annual	\$22,500



Additional Services and Optional Modules	Pricing
Additional unique third-party cXML punchout connections (includes cXML catalog and order delivery)	\$780 per year Bundle of six for \$3,000 per year
Professional services_ covering development, project/product management, and systems integration	\$175 per hour
ELSA (Equal Level Savings Advisor) <ul style="list-style-type: none"> • 3 Bids and a Buy • PDF for each order showing Buyer’s choice and notes, due diligence • District level reports showing overall savings by month, item in Excel • Impact buying decisions for cost avoidance opportunities • Artificial Intelligence Machine Learning – more used, smarter it gets • Conform to Uniform Guidance Requirements for Federal Funds <p>Access to all ELSA reports – by month and Item, export into Excel</p>	\$4,000/year
WordPress Plugin – <ul style="list-style-type: none"> • WordPress plugin offers a way to feed contract profile details to your external website • Examples are https://www.kyaepa.org/aepa-contracts/, https://purchasingconnection.org/vendor-list-a-z/ 	\$2,000/One Time (Includes 10 hours setup) \$1,000/year maintenance
Guided Buying set up and configuration – this is offered as a service, if internal resources are not available, EqualLevel professional services is available to set up guided buying based on customer requirements. Guided Buying navigation tile library is included in the Marketplace.	\$2,100/One Time

PAYMENT SCHEDULE:

- Setup fee due **Effective Date**.
- Annual subscription license paid annually, and due Go Live <Date> and annually in advance for each additional term.



Support:

LICENSEE will have access to 24-hour email and Internet support for general support related to clarification of functions and features of the Software and Software Service, clarification of the documentation, guidance in the operation of the Software and Software Service, and suggestion related to Software and Software Service configuration. LICENSEE can use the secure client support area ("Client Area") of the COMPANY's Website (<http://support.equallevel.com>), as an alternative to using email for reporting and tracking status of problems and requests. Temporary credentials and link to the site will be emailed automatically the first time a support request is received via email. By using this option, LICENSEE will be able to keep track of all reported problems and requests, and may view progress towards a solution to a problem.

LICENSEE will have access to the help desk support team directly by telephone by contacting the Company help desk at 301.560-1492 between the hours of 8:00 a.m. to 8:00 p.m., Eastern Time, Monday through Friday, excluding the following COMPANY observed holidays New Years, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve, Christmas, New Year's Eve, ("Normal Support Hours").