

AMENDMENT NO. 1 TO SERVICES AGREEMENT

This is a first amendment to the EVERFI Services Agreement (Contract Number 25-CC-100), dated May 1, 2020, between **Suffolk County Community College** hereinafter, “Customer” or “College”), having a principal office at 533 College Road, Selden, NY, a community college established pursuant to New York State Education Law under the sponsorship of the County of Suffolk, a municipal corporation of the State of New York, and

Scenario Learning, LLC (hereinafter, “SL”), having a principal office at 4890 W. Kennedy Blvd., Suite 300, Tampa, FL.

WHEREAS, as reflected in the Amended Officer’s Certificate dated August 25, 2022, attached hereto as **Attachment A**, on July 20, 2021, SL, then a member company of the Vector Group, acquired EVERFI, Inc.’s Campus Prevention Network business, and

WHEREAS, by virtue of said acquisition, SL acquired the existing contract between the College and EVERFI, Inc., dated May 1, 2020, and

WHEREAS, the College and SL wish to amend the Agreement to reflect the occurrence of said acquisition and to identify Scenario Learning LLC as the Company referenced in the Agreement.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto that effective as of July 20, 2021:

- 1) The Agreement shall be amended to reflect the name of the Company in the Agreement as “Scenario Learning, LLC.”
- 2) The name Scenario Learning, LLC shall replace the name EVERFI, Inc. in all instances where the name EVERFI (or “Company”) appears in the Agreement.
- 3) The Services Agreement shall be further amended to show a reduction in price from \$24,750.00 to \$12,375.00 in Contract Year 4 (4/23/2023 to 4/22/2024) in exchange for the parties’ waiver and release of any and all claims of liability against one another arising from the acts or omissions of EVERFI, Inc., whether known or unknown, occurring from the period 4/23/2020 through 7/19/2021.
- 4) After Contract Year 4, the price shall be restored to the original Contract price of \$24,750.00 in Contract Year 5 (4/23/2024 to 4/22/2025).
- 5) With the exception of any late fees or other penalties, nothing herein shall be deemed to be a release or waiver of any amounts past due and owed to Scenario Learning, LLC, as of the date of this Amendment No. 1.

- 6) The Agreement, as amended, shall be binding in all respects on Scenario Learning, LLC and Suffolk County Community College for the term of the Agreement and any renewal thereof.
- 7) All other terms and conditions as forth in the Agreement, not inconsistent herewith, shall remain in full force and effect.

In Witness Whereof, the parties hereto have executed this Amendment No. 1 to the Agreement as of the latest date written below.

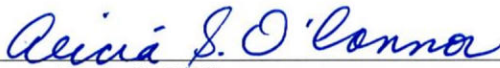
Scenario Learning, LLC



By: ^{Katie Hoffman}
Title: _____
Renewal Management Team Lead

Date: 10/28/2022

Approved as to Legality:



By: Alicia S. O'Connor
College Deputy General Counsel

Date: 11/1/2022

Suffolk County Community College



By: Edward T. Bonahue, Ph.D.
President

Date: 11/2/22

Recommended:



By: Mark D. Harris, DBA
Vice President for Business &
Financial Affairs

Date: 11/1/2022

ATTACHMENT A

AMENDED OFFICER'S CERTIFICATE

August 25, 2022

This **Amended OFFICER'S CERTIFICATE** is delivered in response to a request from Suffolk County Community College, a Vector Group (as defined below) customer ("SCCC") to confirm the Vector Group's ownership of the Campus Prevention Network business previously owned by EVERFI, Inc. ("CPN").

The undersigned, Jason M. Brady, does hereby certify as follows:

1. He is the duly elected, qualified and acting Secretary of Thunder Holdings GP, LLC.
2. He is the Chief Legal and Compliance Officer for the Vector Group.
3. The Vector Group is a consolidated group of 37 companies. Thunder Holdings GP, LLC is the ultimate parent company of the Vector Group. One of the member companies of the Vector Group is Scenario Learning, LLC ("SL").
4. On **July 20, 2021**, SL, then a member of the Vector Group, acquired CPN, which acquisition included the Services Agreement between EVERFI, Inc. and SCCC dated April 23, 2020, resulting in SCCC becoming customer of SL.

IN WITNESS WHEREOF, the undersigned, in his above-stated capacities, and not individually, has executed this **Amended OFFICER'S CERTIFICATE** as of the date first written above.

DocuSigned by:
Jason Brady
By: _____
Name: Jason M. Brady
Secretary, Thunder Holdings GP, LLC
Chief Legal and Compliance Officer,
the Vector Group

EVERFI Services Agreement

This EVERFI Order Form is governed by the attached EVERFI Terms and Conditions, which are incorporated herein by reference. This Order Form together with the EVERFI Terms and Conditions and Exhibits A through D, attached hereto, including EverFi's proposal submitted in response to Suffolk County Community College's RFP advertised August 29, 2019 (incorporated herein by reference and reproduced, in part, as Exhibit B) provided such response does not conflict with the terms herein, Notices and Contact Persons (Exhibit C) and EverFi's cost proposal (Exhibit D), together comprise a binding and enforceable agreement (the "Agreement").

Customer	Company	Type	Details	
SUFFOLK COUNTY COMMUNITY COLLEGE	EVERFI, Inc.	Higher Ed Courses	Effective Date:	4/23/2020
			Order Form Term:	60 Months
533 College Road Selden, New York 11784, USA	2300 N Street NW, Suite 500 Washington, DC 20037, United States	Applicable Exhibits: Exhibit A Exhibit B Exhibit C Exhibit D	Payment Terms:	Net 30
			Customer Contact Info: Alicia S. O'Connor Deputy Gen. Counsel aconnoa@sunysuffolk.edu	Company Contact Info: Billing@everfi.com

Products and Services

Product	Start Date	End Date	Quantity	Summary
Access to EVERFI's Faculty/Staff Trainings & SSO/API Integrations (Courses Included Outlined In Exhibit A)	4/23/2020	4/22/2021	1	\$24,750.00
Access to EVERFI's Faculty/Staff Trainings & SSO/API Integrations (Courses Included Outlined In Exhibit A)	4/23/2021	4/22/2022	1	\$24,750.00
Access to EVERFI's Faculty/Staff Trainings & SSO/API Integrations (Courses Included Outlined In Exhibit A)	4/23/2022	4/22/2023	1	\$24,750.00
Access to EVERFI's Faculty/Staff Trainings & SSO/API Integrations (Courses Included Outlined In Exhibit A)	4/23/2023	4/22/2024	1	\$24,750.00
Access to EVERFI's Faculty/Staff Trainings & SSO/API Integrations (Courses Included Outlined In Exhibit A)	4/23/2024	4/22/2025	1	\$24,750.00
TOTAL:				\$123,750.00

Billing Schedule: The Parties agree that Customer shall pay invoices for Services annually commencing on the

Effective Date of this Order Form.

The undersigned agrees to this Order Form together with the Terms and Conditions and any exhibits or addendum governing any Services the Customer has elected to receive hereunder.

EVERFI, Inc. ("Company")

**SUFFOLK COUNTY COMMUNITY COLLEGE
("Customer" or "College")**

DocuSigned by:
Signature: Christopher Sheppard
BFF620F14309453...
Name: Christopher Sheppard
Title: SVP of Sales
Date: May 1, 2020 | 5:47 AM PDT

Signature: Louis J. Petrizzo
Name: Louis J. Petrizzo
Title: Interim President
Date: 04/30/2020

EXHIBIT A: Products and Descriptions

Product	Description
Faculty and Staff Health and Safety Suite	This suite includes the following courses: HIPAA Basics; Hazard Communication; Bloodborne Pathogens. This suite also includes the following: Administrator access to EVERFIs technology platform; Real-time data reporting; Course customizations (options vary by course); Customer Success Team Support; Proactive course updates up to three times per year; End-user support
Faculty and Staff Conduct and Ethics Suite	This suite includes the following courses: Tools for an Ethical Workplace; Code of Conduct: Books and Records; Code of Conduct: Business Courtesies; Code of Conduct: Business Ethics; Code of Conduct: Data Security; Code of Conduct: Workplace Conduct; Conflicts of Interest. This suite also includes the following: Administrator access to EVERFIs technology platform; Real-time data reporting; Course customizations (options vary by course); Customer Success Team Support; Proactive course updates up to three times per year; End-user support
Faculty and Staff Data Security and Privacy Suite	This suite includes the following courses: FERPA Basics; Checkpoint: Data Security and Privacy; HIPAA Basics; Social Media and Your Job; General Data Protection Regulation. This suite also includes the following: Administrator access to EVERFIs technology platform; Real-time data reporting; Course customizations (options vary by course); Customer Success Team Support; Proactive course updates up to three times per year; End-user support
Faculty and Staff Diversity and Inclusion Suite	This suite includes the following courses: Diversity: Inclusion in the Modern Workplace; Managing Bias; Accommodating Disabilities. This suite also includes the following: Administrator access to EVERFIs technology platform; Real-time data reporting; Course customizations (options vary by course); Customer Success Team Support; Proactive course updates up to three times per year; End-user support
Faculty and Staff Sexual Assault Prevention Suite	This suite includes the following courses: Bridges: Building a Supportive Community, Bridges: Taking Action, Clery Act Basics. This suite also includes the following: Administrator access to EVERFIs technology platform; Real-time data reporting; Course customizations (options vary by course); Customer Success Team Support; Proactive course updates up to three times per year; End-user support
Preventing Harassment and Discrimination	This course includes the following: Administrator access to EVERFIs technology platform; Real-time data reporting; Course customizations (options vary by course); Customer Success Team Support; Proactive course updates up to three times per year; End-user support
Protecting Youth: Abuse and Neglect Prevention	This course includes the following: Administrator access to EVERFIs technology platform; Real-time data reporting; Course customizations (options vary by course); Customer Success Team Support; Proactive course updates up to three times per year; End-user support
Workplace Violence Prevention	This course includes the following: Administrator access to EVERFIs technology platform; Real-time data reporting; Course

	customizations (options vary by course); Customer Success Team Support; Proactive course updates up to three times per year; End-user support
Single Sign-On (SSO)	Single Sign-On (SSO)
API (Application Program Interface)	API (Application Program Interface)

EVERFI Services Agreement
Standard Terms and Conditions

These EverFi Services Agreement Standard Terms and Conditions (“Terms and Conditions”), together with Exhibits A through D, attached hereto, and the Services Agreement Order Form (“Order Form”) entered into by EverFi, Inc. (“EverFi” or “Company”) and Suffolk County Community College (“Customer” or “College”) (each as specified on the Order Form, and each a “Party” and together the “Parties”) are collectively referred to herein as the “Agreement.”

- 1) **Services.** The Company shall provide the products and services set forth in the Order Form and further defined in Exhibit A, attached to this Agreement (collectively, the “Services”).
- 2) **Fees and Payment.** The Customer shall pay Company any amounts due hereunder according to the fee and billing schedule set forth in the applicable Order Form, or annually commencing on the effective date of the Order Form, if not listed in such Order Form. Customer shall provide Company with any billing and invoice form instructions upon execution of this Agreement to ensure prompt payment. The Customer shall pay any amounts due hereunder net 30 calendar days after the date each invoice is received by the College. The balance of any amount which remains unpaid more than thirty (30) days after it is due to Company shall accrue interest until paid at the rate equal to the lesser of 1.5% per calendar month or the maximum amount allowed under applicable law. Company reserves the right to terminate its Services within five (5) days written notice if Customer fails to pay Company invoices in a timely manner.
- 3) **Term and Termination.**
 - a) **Term.** This Agreement shall commence on the Effective Date of the Initial Order Form and continue in effect for five (5) years, with an option to renew for an additional five (5) year term to be exercised upon the parties’ mutual written consent, unless otherwise terminated in accordance with the terms herein (the “Term”).
 - b) **Termination for Cause.**
 - i. A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the College.
 - ii. Failure to comply with federal, state or local laws, rules, regulations, or College policies or directives, may result in immediate termination of this Agreement, in the sole discretion of the non-breaching Party.
 - iii. If a Party becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the other Party may terminate this Agreement ,in whole or in part, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to the other Party.
 - iv. In the event of a failure on the part of a Party to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated, in whole or in part, in writing by the other Party provided that no such termination shall be effective unless the other Party is given fifteen (15) calendar days’ written notice of intent to terminate (“Notice of Intent to Terminate”), delivered in accordance with Exhibit C, entitled “Notices and Contact Persons.” During such fifteen (15) day

period, the other Party will be given an opportunity for consultation with the non-breaching Party and an opportunity to cure all failures of its obligations prior to termination by the non-breaching Party. In the event that the Party has not cured all its failures to fulfill its obligations to the satisfaction of the non-breaching Party by the end of the (15) day period, the non-breaching Party may issue a written termination notice ("Termination Notice"), effective immediately.

c. Termination for Emergencies

An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of a Party, may result in immediate termination of this Agreement, in whole or in part.

d. Payments upon Termination

Upon receiving a Termination Notice, the Company shall promptly discontinue all services affected unless otherwise directed by the Termination Notice. In the event of Termination for Cause by Customer, Company shall reimburse Customer the pro rata amount of any fees paid in advance for Services not provided by reason of said Termination.

- 4) **Additional Orders.** The Order Form attached hereto is the "Initial Order Form." From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties' execution of one or more Order Forms which shall be substantially in the form of the Initial Order Form. Any such additional Order Form shall include such terms and conditions as shall be approved, in writing, by both Parties. For the avoidance of doubt, each individual Order Form shall have its own Order Form Term.
- 5) **Confidentiality.** Confidential Information" means any non- public, confidential and/or proprietary information and data provided by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") which is designated by the Disclosing Party as confidential or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, to be confidential to the Disclosing Party. Except as otherwise required by the New York Freedom of Information Law (Public Officers Law, Article 6), a Receiving Party of Confidential Information shall not (a) copy, distribute or disseminate it except to perform its obligations and to those who have a need to know (and who have undertaken an obligation at least as protective of such Confidential Information), and (b) use it or permit it to be used for any purpose other than to accomplish its obligations hereunder. Information collected through the Services shall be used and protected from disclosure as provided in the Company's privacy policy available at www.everfi.com/legal/privacy. Customer shall receive information regarding its users to the extent applicable to the Services which may include: 1) the user's email address; 2) the fact that the user completed the course; 3) whether the user passed an assessment; and 4) any additional aggregate or blinded data Company provides Customer.
- 6) **Publicity.** Except as required by law, in no event shall either Party issue a press release or make a public announcement concerning this Agreement or the other Party without first obtaining the prior written consent of the other Party; provided, however, the Company will be permitted to disclose in its sales and marketing materials and any online sites that Customer is a client using the Services.
- 7) **Intellectual Property.**
- a) **Access and Use.** Customer acknowledges that the Services, including access to the platform used to provide educational courses (the "*Platform*"), the survey data, test results, and all services provided by Company are proprietary to and owned by the Company. All rights not expressly granted by Company to Customer hereunder are reserved in Company. Company grants to Customer the limited right to (i) permit Customer, Customer employees, and any third party mutually agreed to by Company and Customer in

writing (the "Qualified Users") to use the Services during the applicable Order Form Term (excluding during any period the Services are undergoing setup or configuration), and (ii) use the reports and information provided by Company to Customer subject to the restrictions of Section 5 herein. Customer acknowledges that the Services and information created, developed, and/or maintained by Company was done at great expense, such that misappropriation or unauthorized use by others for commercial gain would unfairly and irreparably harm Company. Customer shall not modify, rent, lease, loan, sell use of or access to, the Services, or any other proprietary information or intellectual property of the Company.

- b) **Licenses.** Subject to the prior written consent of College, during the Term of this Agreement, Customer hereby grants the Company a non-exclusive, non-transferable, non-assignable, limited, revocable, royalty-free license to use the Customer trademarks and/or name solely in connection with the use and promotion of the Services as permitted by this Agreement.
 - c) **Customer Content.** Customer is solely responsible for the content and functionality of any custom messages and custom URL links that are provided by the Customer for use in the Services. The Company assumes all responsibility for custom messaging and URL links it provides for use in the Services.
- 8) **Data Breach Costs.** In the event of a breach of data under the care, custody and control of Company (without the direct or indirect action of Customer) caused by the negligence of Company, Company shall control the response to said data breach, in accordance with applicable laws and Company policy and procedures, and bear sole responsibility for all damages incurred in relation to such data breach. Any such response to a data breach shall include Company's (a) compliance with its legal obligations arising under this Agreement and in accordance with applicable law, rules and regulations, (b) provision of notice to Customer and affected individuals, and (c) provision of notice to government agencies, credit bureaus, and/or other entities.
- 9) **Disclaimers.** COMPANY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, WHICH ARE PROVIDED "AS IS," INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER WARRANTIES ARISING BY COURSE OF DEALING, PERFORMANCE OR USE OF TRADE.

CUSTOMER ACKNOWLEDGES THAT THE SERVICES DO NOT PROVIDE AND ARE NOT INTENDED TO PROVIDE GENERAL MEDICAL, FINANCIAL OR LEGAL ADVICE AND ARE NOT A SUBSTITUTE FOR FINANCIAL OR LEGAL ADVISORS, HEALTH ASSESSMENTS AND INTERVENTIONS BY A QUALIFIED HEALTHCARE PROVIDER OR MENTAL HEALTH COUNSELOR AND ARE PROVIDED SOLELY FOR INFORMATIONAL AND EDUCATIONAL PURPOSES AND SHALL NOT REPRESENT OTHERWISE. COMPANY MAKES NO GUARANTY, WARRANTY OR REPRESENTATION AS TO THE EFFECTIVENESS IN CHANGING OR IN MODIFYING OR AFFECTING THE BEHAVIOR OR CONDUCT OF ANY USERS OF THE SERVICES.

10) **Indemnification.**

- a) **Mutual Indemnity.** Each Party will defend through counsel of its own choice, indemnify, and hold harmless the other Party and the officers, trustees, directors, affiliates, and employees of the other Party from any and all third-party claims, demands, liabilities, costs or expenses, including reasonable attorneys' fees and costs, resulting from the Indemnifying Party's material breach of any obligation, duty, representation, or warranty of this Agreement.
- b) **Infringement Indemnification.** Company will defend through counsel of its own choice, indemnify, and hold harmless any action brought against Customer, its directors, trustees, officers, members or employees to the extent that the action is based on a claim, suit, or proceeding that the Services, including any documentation or other materials supplied by the Company, infringes such third party's intellectual property rights ("Infringement Claim"). The foregoing obligation does not apply to the extent that the alleged infringement arises from (a) data or materials provided by Customer; (b) access to or use of the Services or Platform in combination with any hardware, system, software, network, or other materials or services not provided by Company or specified for Customer's use, unless expressly permitted by

Company in writing; (c) modification of the Services or Platform other than by or on behalf of Company, or with Company's written approval with Company's written specification; or (d) failure to implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of Company. In the event of any such Infringement Claim, Company may, at its option: (i) purchase a license to permit Customer to continue using and promoting the Services as contemplated hereunder; (ii) modify or replace the relevant portions of the Services with non-infringing products or services of substantially equivalent performance within a reasonable period of time; or (iii) terminate this Agreement immediately and reimburse Customer all fees paid for the Services.

- c) **Indemnification Procedure.** Upon receiving notice of any claim covered by the indemnity obligations set forth hereunder, the party seeking indemnity (the "Indemnified Party") shall promptly notify the other party (the "Indemnifying Party") in writing of the claim, in accordance with the notice provisions contained in Exhibit C, attached hereto. Indemnifying Party may assume sole control of the defense of any such claim. Indemnified Party may, at its own cost and expense, participate through its attorneys or otherwise, in such investigation and defense. If the Indemnified Party does not participate in the investigation and defense of the claim, Indemnified Party shall provide the Indemnifying Party reasonable assistance regarding such claim at the Indemnifying Party's expense. Indemnifying Party will pay those costs and damages, including reasonable attorneys' fees, awarded against the Indemnified Party by a court of competent jurisdiction in any such action that is specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. Unless such settlement is solely for monetary damages for which the Indemnified Party is fully indemnified hereunder, the Indemnifying Party shall not settle any such claim without the Indemnified Party's prior, written consent, which shall not be unreasonably withheld or delayed.

- 11) **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST EQUIPMENT, ANY WEBSITE OR NETWORK DOWNTIME, OR COST OF PROCURING SUBSTITUTE SERVICES, OR, EXCEPT FOR DAMAGES OTHERWISE SPECIFIED IN PARAGRAPH 8 HEREIN ("DATA BREACH COSTS"), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER ARISING, WHICH ARE RELATED TO THIS AGREEMENT AND THE PROVISION OF SERVICES HEREUNDER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CLAIMS CAUSED BY THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF A PARTY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR CLAIMS, LIABILITIES OR EXPENSES RELATING TO THIS AGREEMENT FOR AN AGGREGATE AMOUNT IN EXCESS OF THE LESSER OF: (i) ACTUAL DIRECT DAMAGES OR (ii) AMOUNTS ACTUALLY PAID BY CUSTOMER TO COMPANY UP TO THE TIME THE EVENT RESULTING IN LIABILITY OCCURS AND PURSUANT TO THE ORDER FORM UNDER WHICH THE CLAIM AROSE.
- 12) **Severability.** If any provision of this Agreement is held unenforceable under applicable law, the Parties agree that such provision shall be excluded from the Agreement, the balance of the Agreement shall be interpreted as if such provision were so excluded, and the balance of the Agreement shall be enforceable in accordance with its terms
- 13) **Notices.** Except as otherwise specified in Exhibit C, attached hereto, all notices or other communications required or contemplated under this Agreement shall be sufficient and deemed delivered if in writing and sent by courier, overnight delivery service or confirmed facsimile, or seventy-two (72) hours after being deposited with the United States Postal Service, postage prepaid via certified mail, addressed to the Parties as set forth in Exhibit C.
- 14) **Assignment.** Except as otherwise provided herein, neither Party may assign this Agreement without the prior written permission of the other Party, such permission not to be unreasonably withheld or delayed; provided, however, Company may assign this Agreement to any company which controls, is controlled by, or is under common control with Company, or in the event of a merger, acquisition or sale of all or substantially all of the assets thereof. A written amendment to this Agreement, executed by both Parties, shall reflect any such

assignment and the circumstances necessitating the same.

- 15) **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of law principles.
- 16) **Survival.** Provisions of the Agreement which by their very nature are intended to survive termination or expiration of the Agreement shall survive expiration or termination of the Agreement.
- 17) **No Agency.** The Parties are and shall be independent contractors to one another, and nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties.
- 18) **Privacy:** The Company is committed to protecting the privacy of its users. These terms are outlined in The Company's Privacy Policy and Terms & Conditions (<https://everfi.com/privacy-policy/>). Company agrees that any information concerning Customer's employees/learners provided to the Company under this Agreement shall not be given, sold, rented, loaned, or otherwise disclosed to any third parties outside of the Company. Any data analytics are summarized at an aggregate level.
- 19) **Maintenance:** The Company is strictly responsible for the maintenance and content of the platform and represents that it shall maintain the platform in good working order. Customer shall have no liability or responsibility with regard to the platform's upkeep or the content thereon.
- 20) **Taxes.** Customer shall pay all applicable sales or use taxes to Company on its purchases or provide Company with the proper state-mandated sales or use tax exemption certificate to support any exemption.
- 21) **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and the Services and supersedes any and all prior Agreements, written and oral with respect thereto. The Company shall not be bound by any additional or different terms, whether printed or otherwise, in the Customer's purchase order or any other communication from the Customer to the Company unless specifically agreed to by the Company in writing. No change, amendment or modification of any provision of this Agreement shall be valid unless agreed to in writing by both parties.
- 22) **Compliance with College Website Accessibility Policy.** In providing the Services contemplated herein, Company must fully comply with College's Web Accessibility Policy (see: <https://www.sunysuffolk.edu/accessibility/website-accessibility-policy.jsp>) as that policy may be amended, modified, or superseded (provided such changes are provided to Company in advance), which requires that the College's web-based information, including documents and applications, are accessible to individuals with disabilities. Company affirms that each of the products as described in the Services contained in Exhibit A, attached hereto, shall meet such accessibility standards as demonstrated by a College-approved Voluntary Product Accessibility Template (VPAT) prior to the College's utilization of said products.

23) **Non-Discrimination in Services.**

During the performance of this Agreement:

- a. The Company shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:
 - i. deny any individual any services or other benefits provided pursuant to this Agreement; or
 - ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
 - iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or

- iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
 - v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.
- b. The Company shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:
- i. the types of service(s) or other benefits to be provided, or
 - ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
 - iii. the class of individuals to be afforded an opportunity to receive services.

24) **College's Non-Discrimination Notice.**

Suffolk County Community College does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, equal pay compensation-sex, national origin, military or veteran status, domestic violence victim status, criminal conviction or disability in its admissions, programs and activities, or employment. This applies to all employees, students, applicants or other members of the College community (including, but not limited to, vendors and visitors). Grievance procedures are available to interested persons by contacting either of the Civil Rights Compliance Officers/Coordinators listed below and are located at www.sunysuffolk.edu/nondiscrimination. Retaliation against a person who files a complaint, serves as a witness, or assists or participates in the investigation of a complaint in any manner is strictly prohibited.

The following persons have been designated to handle inquiries regarding the College's non-discrimination policies:

Civil Rights Compliance Officers

Christina Vargas

Chief Diversity Officer/Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
vargasc@sunysuffolk.edu
(631) 451-4950

Or

Dionne Walker-Belgrave

Affirmative Action Officer/Deputy Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
walkerd@sunysuffolk.edu
(631) 451-4051

25) Nonsectarian Declaration.

The Company agrees that all services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, and that no services performed under this program will discriminate on the basis of religious belief.

26) Insurance.

- a. The Company agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the College and/or the County and as may be mandated and increased from time to time. The Company agrees to require that all of its subcontractors, in connection with work performed for the Company related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the College and/or the County for the Company. Unless otherwise specified by the College and/or the County and agreed to by the Company, in writing, such insurance shall be as follows:
 - i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
 - ii. **Automobile Liability** insurance (if any vehicles are used by the Company in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
 - iii. **Worker's Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Company shall furnish to the College, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Company shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
- c. In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds and the Company shall furnish a certificate of insurance evidencing the College and the County's status as additional insureds on the policy.
- d. Any such certificate of insurance supplied to the College shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such certificate of insurance and any notice of nonrenewal or material change shall be mailed to the College and the County at the addresses set forth in this Agreement in Exhibit C entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given the Company notice in writing.

[End of Standard Terms and Conditions]

EXHIBIT B

Scope of Work

The College requires the Consultant to develop a training program that includes a one-time set up, which can be utilized on an ongoing basis for future training needs. The College has approximately 3,000 full and part-time employees who are faculty, administrators and staff, including office and trade personnel, all of whom will be participating in the training.

- I. As part of the security protocol for accessing the training modules, each participating employee shall be provided with a unique User ID and password to ensure security and confidentiality.
- II. The Consultant shall provide online comprehensive training for the College's employees and supervisors, which has been customized to the College, in the following areas:
 - i. Discrimination
 - ii. Sexual Violence Prevention (including sexual harassment prevention, Title VII, Title IX, NY State 129-B and topics covered by the Clery Act/Violence Against Women Act including domestic violence, dating/intimate partner violence, stalking, bystander intervention, etc.)
 - iii. Unlawful Harassment (including Title VII, ADA, Pregnancy Discrimination Act, Age Discrimination, etc.)
 - iv. Bullying Prevention
 - v. Diversity, Inclusion and/or Cultural Competence
 - vi. Hazard Communication (Right to Know)
 - vii. Workplace Violence
 - viii. Accessibility, including web accessibility and electronic and information technology (EIT) accessibility
 - ix. Cybersecurity and information technology security/controls
 - x. Data privacy, including the Family Educational Rights and Privacy Act (FERPA)
 - xi. PCI Compliance
- III. Training courses will include modules specific to full-time and adjunct faculty, and to employees in supervisory/managerial roles.
- IV. The Consultant shall customize the training to the College to include:
 - i. College Logo
 - ii. A message from the College President or designee, as well as any other items that are deemed relevant by the college (including examples specific to a community college setting.)
 - iii. Training courses shall be designed to permit inclusion of links to applicable College policies and procedures.
 - iv. The Consultant shall provide a training program that is accessible online and can produce reports reflecting status of training (total and partial completion, etc.), which employees have and have not completed the training, as well as other relevant statistics.
- V. Additional Modules: The College reserves the right to request the Consultant to provide or develop additional modules during the duration of the contract.
- VI. Customer Service: The Consultant shall be responsible for providing customer service to subscribers on an as-needed basis throughout the term of the Contract, and ensure that all technical issues are resolved within three (3) business days from date of notification. If the technical issues cannot be resolved within this timeframe, the Consultant shall notify the College, and provide a timeframe within

which resolution will occur.

- VII. Optional Service: The College reserves the right to request that the Consultant host additional modules that may be developed by the College for deployment to College employees.

Everfi's Proposed Services/Products (as contained in its RFP Response)

a. Understanding of Service Requirements, Management Techniques and Approaches

i. Summarize the management and approach

- 1. How will you respond to the specific scope of work, identifying the various considerations, approaches and strategies that will be utilized under this contract?**

EVERFI has nearly 20 years of experience and works with nearly 1400 colleges and universities to deploy, track and manage their training requirements. As outlined in the section title "Operational Plan", EVERFI will work with Suffolk County Community College to ensure the development of a plan that aligns with the goals of the College. This will involve working with a dedicated customer success manager as a project manager, an implementation specialist to ensure technical integrations address the deployment and tracking needs for the College and engagement with our impact and education team to ensure the College continues to understand the compliance landscape and how to maximize their impact.

- 2. Demonstrate 3-5 years of experience in each of the requirements set forth by Section III - Scope of Work.**

EVERFI has nearly 20 years of experience in deploying compliance and prevention online education experience.

- 3. Describe the level of continual two-way communication you will maintain with College Administrators.**

As described under the section "Operational Plan", EVERFI will assign a dedicated customer success manager whose primary responsibility is to ensure the College's successful use of our solution. As noted, EVERFI has a very prescribed on-boarding and communication plan for our customers. During the on-boarding process, the College's preferences for the cadence of communication will be identified, discussed and agreed upon to ensure we meet the College's needs and expectations.

- 4. Discuss any specific or special qualifications.**

Please see the section "Why EVERFI".

- 5. Articulate the staffing and time resources required on the College side, both functional and technical, required to implement training modules.**

A project of this size and magnitude typically requires 6-8 weeks develop a deployment plan and to align technical integrations that support both the user experience and administrative efficiencies. Given the College has prior experience deploying online education, we do not anticipate a steep learning curve to familiarize the organization with our platform. We would

estimate an administrator needing to dedicate 3-4 hours/week within the first 6-8 weeks on administration. Post the initial on-boarding process, we would estimate less than 2 hours depending upon the College's deployment plan. Without understanding more about the desired technical integrations or the technical resources available, we would estimate a 6-8-week process from contract execution to the first course deployment.

6. Provide demonstration/preview links.

Please see Attachment D for demonstration links.

7. If multiple courses or course sequences are available in the areas identified in Section III - Scope of Work, please indicate the same

Please see the courses outlined under General Qualifications, "Why EVERFI" Attachment C for EVERFI's 2019 Course Catalog and the demonstration links provided in Attachment D.

8. The College expects the modules to be customizable for logos and President's message inclusive of logos related to the College Policies, and potentially for content related to Community College's/2-year higher education institutions. Describe how your product can accommodate such customizations.

Faculty & Staff Course Configurations

All configurations to comply with federal and state requirements are already embedded within the courses and included at no cost. Additional standard configurations below are also included at no additional cost.

- **Logo**
 - Appears throughout course content
- **Welcome Letter**
 - Add a custom text message that appears at the beginning of the course to welcome learners, introduce the course and its purpose, remind participants of important deadlines, and provide them with useful information about Suffolk County Community College (e.g. goals, expectations, support structures, etc.)
- **Executive Welcome Video**
 - Reinforce expectations, emphasize the importance of the information contained in the course, encourage learners to seek support should they ever need it, and provide them with additional useful information.
- **Policy & Policy Acknowledgment**
 - Embed campus-specific policies including harassment, discrimination and/or sexual misconduct policies
 - In addition to uploading policies into the courses, administrators can activate Policy Attestation, which requires participants to electronically sign policies, acknowledging that they have received and read the policy before moving forward in the courses.
- **Custom Pages**
 - Integrate institution specific information directly into the course. Available in the new Preventing Harassment and Discrimination course. Please see Attachment D as an overview of where the custom pages will be placed.

- **Custom Reminder Email**
 - Draft & publish reminder emails specific to your implementation
 - Schedule reminder emails to be sent at an automated cadence
- **Resources**
 - Provide institutional, campus, and local resources related to course content

9. Include information about service level agreement expectations

Please see Attachment I for EVERFI's service level agreement.

ii. Provide a timeline and schedule for the customizations, installation, set-up and implementation of the system.

Please see EVERFI's response to "Operational Plan". The standard on-boarding process takes 6-8 weeks. Configurations are completed by the College and occur in real-time.

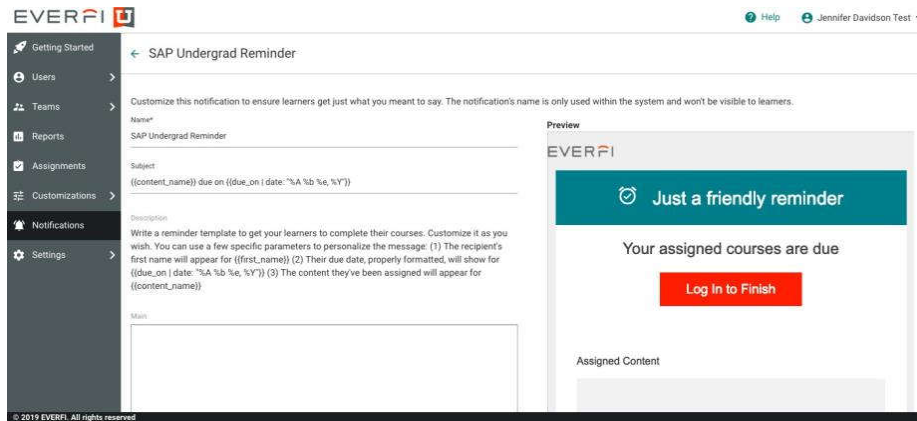
iii. Describe and additional features of your system available

EVERFI's Foundry platform allows institutions to facilitate customized messages, including initial notices and follow-up notices, per course and per population. The Foundry platform also allows institutions to track access, progress and completion of each course(s) deployed and applicable filters like date deployed, custom groups or locations and to communicate specifically with learners depending upon their progress, ie. a thank you email for completing the course in a timely manner. These reports can be easily exported to demonstrate completion in the event of an internal or external requisition and to support the reporting requirements of both federal and state requirements for training. See samples for email communication and reporting below:

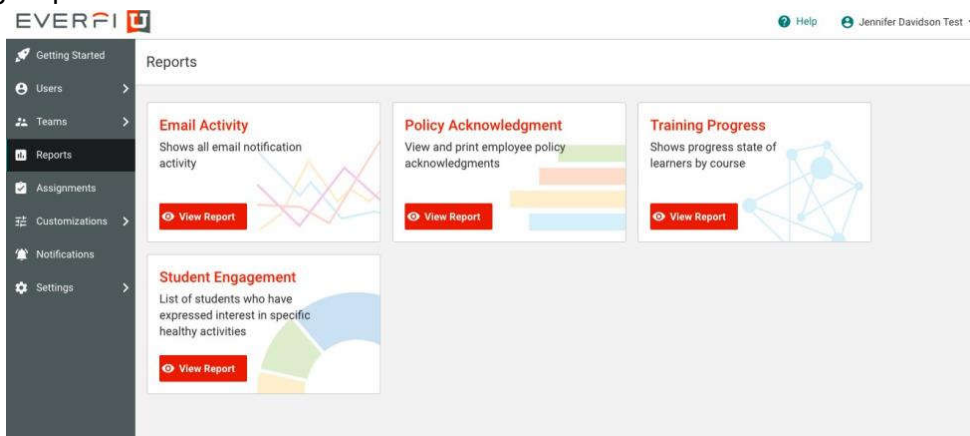
Sample of Customization Email Invitation

The screenshot displays the EVERFI Foundry interface for creating a new notification. On the left is a navigation menu with options like 'Getting Started', 'Users', 'Teams', 'Reports', 'Assignments', 'Customizations', 'Notifications', and 'Settings'. The 'Notifications' section is active, showing a 'New Notification' form. The form includes fields for 'Name' (Default HE Student Training Invitation), 'Subject' (Online Course Assigned to You by {{org_name}}), and 'Description' (This invite goes out to your learners when they are assigned training. Customize it as you wish. You can use a few specific parameters to personalize the message: (1) The recipient's first name will appear for {{first_name}} (2) Their due date, properly formatted, will show for {{due_on | date: "%A %b %e, %Y"}}). The 'Email' field contains a draft message: 'Hello {{first_name}}, At {{org_name}}, we believe in the importance of creating a safe and healthy environment for all of our community members. To that end, we have partnered with EVERFI to provide trainings that will help us all be informed on topics vital to achieving our goal. These trainings, in addition to being highly interactive and engaging, are based in research around the best practices for healthy communities. As you complete your training, we invite you to reach out to...'. On the right, a 'Preview' window shows the final email design with a teal header 'You Have a New Assignment', a red 'Log In' button, and the personalized text.

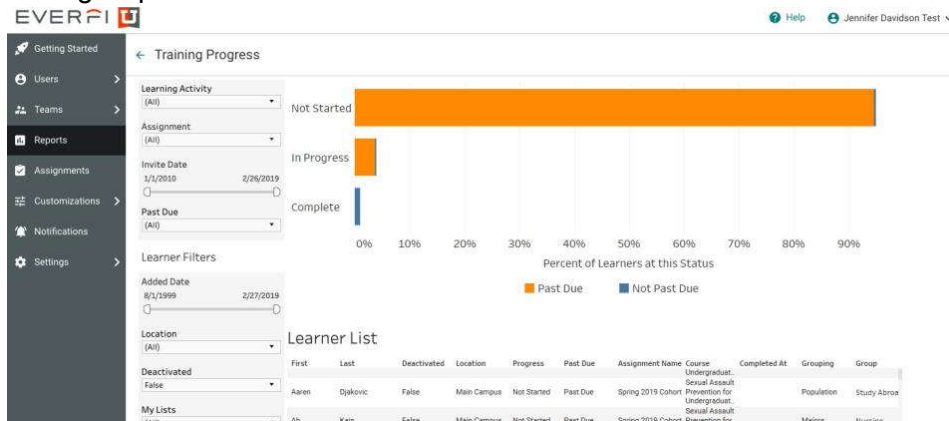
Sample of Customized Training Completion Reminder



Reporting Capabilities



Sample Training Reports with Filters Available



Sample Policy Acknowledgement Report

EVERFI

Help Jennifer Davidson Test

Getting Started

Policy Acknowledgment

Full Screen Clear Filters Refresh Data Download

Policy Acknowledgment Dashb... Proof of Policy

Filters

Roles (All)

Location (All)

Courses (All)

Assignment Date 2/7/2018 2/25/2019

Policy Name (All)

Language en

Acknowledgment Date 8/10/2018 2/27/2019

Policy Acknowledgments

Two ways to download data in this report:
 1. Click the download icon in the top right and click "Download CSV" for all learner data.
 2. Click the hyperlink below "View PDF" to view and "Download PDF".

Learners 4 Policies 3 Search by Name:

First Name	Last Name	Roles	Content Name	Assignment Date	
Domingo	Abbes	undergrad	AlcoholEdu for College	11/5/2018	View PDF
Elaine	Abbers	primary, undergrad	AlcoholEdu for College	1/3/2019	View PDF
Mary	Iapicca	undergrad	Sexual Assault Prevention for Undergraduates	12/21/2018	View PDF
Mary	Iapicca	undergrad	Sexual Assault Prevention for Undergraduates	2/11/2019	View PDF
Rena	Adelberg	undergrad	AlcoholEdu for College	11/5/2018	View PDF

iv. Training and Support - Describe and training and support available to assist our administrators of the training at the College

EVERFI provides resources and touchpoints throughout the partnership to ensure successful implementation and utilization of our solution including:

- Dedicated Customer Success Manager (CSM): EVERFI representative dedicated to supporting the institution, acting as the main point of contact for any training needs throughout the partnership. The Customer Success Manager's goal is to work with Suffolk County Community College y to support achieving a successful implementation. The CSM will help administrators maximize all resources available to them, provide guidance on implementation best practices, and walk through key insights around course survey data.
- Admin Dashboard Training Webinar with implementation specialist
 - Training includes walk through of the admin account used to manage course implementation (i.e., pulling course completion reports, sending email reminders, looking up employee accounts, customization process, analyzing data)
- Virtual training videos for ongoing support and education of use of EVERFI administrative dashboard
- Administrative Support Center (help.everfi.com)
 - This website includes helpful FAQs and resources, or you can click "Email Us" and submit a ticket
- End-User Support
 - Learners will be provided with technical assistance for all faculty and staff trainings
- Higher Ed Communication Toolkit
 - Provides best practice recommendations for a successful training communication strategy
 - Includes: timeline of when to send communications; what types of communications are helpful to send; sample communication/marketing templates, etc.
- Engage Newsletter
 - Quarterly newsletter sent to partners to keep them informed about upcoming

EVERFI events, EVERFI course updates & new course spotlights, customer spotlights, etc.

- Campus Prevention Network Summit
 - Annual gathering of higher education leaders every year to participate in a research-driven knowledge exchange and networking event to connect institutions dedicated to making progress against these issues.

Scope of Work

- I. As part of the security protocol for accessing the training modules, each participating employee shall be provided with a unique User ID and password to ensure security and confidentiality.**

EVERFI can work with the College to establish single sign on to ensure each learner can access the assigned learned modules by being authenticated through an existing institutional system.

Alternatively, the learner will use their institutional email as a User ID and create their own password. Please see Attachment E for more information on EVERFI's technical integrations,

- II. The Consultant shall provide online comprehensive training for the College's employees and supervisors, which has been customized to the College, in the following areas:**

Suffolk County Community College Course Requirements	EVERFI Courses
Discrimination	Harassment & Discrimination Prevention* (supervisor and non-supervisor version)
Sexual Violence Prevention (including sexual harassment prevention, Title VII, Title IX, NY State 129- B and topics covered by the Clery Act/Violence Against Women Act including domestic violence, dating/intimate partner violence, stalking, bystander intervention, etc.)	Bridges -Taking Actions Bridges - Building a Supportive Community Harassment & Discrimination Prevention* (supervisor and non-supervisor version) Youth Protection Clery Basics
Unlawful Harassment (including Title VII, ADA, Pregnancy Discrimination Act, Age Discrimination, etc.)	Harassment & Discrimination Prevention* (supervisor and non-supervisor version)
Bullying Prevention	Harassment & Discrimination Prevention** (supervisor and non-supervisor version)
Diversity, Inclusion and/or Cultural Competence	Diversity and Inclusion in the Modern Workplace Managing Bias Accommodating Disabilities
Hazard Communication (Right to Know)	Hazard Communication
Workplace Violence	Workplace Violence Prevention Duty to Prevent Violence
Accessibility	Accommodating Disabilities

Cybersecurity and information technology security/controls	Checkpoint: Data Security and Privacy
Data Privacy	General Data Protection Regulation FERPA Basics HIPPA Basics Social Media and Your Job
PCI Compliance	PCI

* please note that the existing Harassment and Discrimination Prevention course will be replaced with a new course, Preventing Harassment and Discrimination course the end October 2019. Please see Attachment D for an overview of the modules.

** Bullying Prevention can be added to the new Harassment and Discrimination course through the use of the custom content pages.

iii. Training course will include modules specific to full-time and adjunct faculty and to employees in supervisory and/managerial roles.

EVERFI provides our Harassment and Discrimination course in a supervisor/non-supervisor version. We have not been asked for modules specific to full-time and adjunct faculty in the past. We would need to understand this request further before providing a recommendation.

iv. The Consultant shall customize the training to the College to include:

i. College Logo

EVERFI provides for logo configuration.

ii. A message from the College President or designee, as well as other items that are deemed relevant by the College.

EVERFI provides opportunities for these configurations in real-time.

iii. Training courses shall be designed to permit inclusion of links to applicable College police and procedures.

EVERFI provides opportunities for these configurations in real-time.

iv. The Consultant shall provide a training program that is accessible online and can produce reports reflecting status of training (total and partial completion, etc.), which employees have and have not completed the training as well as other relevant statistics.

EVERFI provides this functionality.

v. Additional Modules: The College reserves the right to request the Consultant to provide or develop additional modules during the duration of the agreement.

EVERFI provides this functionality.

vi. Customer Service: The Consultant shall be responsible for providing customer service to

subscribers on an as-needed basis throughout the term of the Contract and ensure that all technical issues are resolved within three (3) business days from date of notification. If the technical issues cannot be resolved within this timeframe, the Consultant shall notify the College, and provide a timeframe within which resolution will occur.

Agreed. Please see EVERFI's Service Level Agreement, Attachment I.

vii. Optional Service: The College reserves the right to request that the Consultant host additional modules that may be developed by the College for deployment to College employees.

Currently, EVERFI's platform does not offer this functionality but is being considered for development. We would appreciate the opportunity to explore this optional service requirement.

EXHIBIT C
Notices and Contact Persons

1. Notices Relating to Reports, Insurance or Other Submissions

Any communication, notice, report, insurance, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Company or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College:

Vice President for Business and Financial Affairs
Suffolk County Community College
533 College Road, NFL-232
Selden, NY 11784-2899

and

For Company:

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

2. Notices Relating to Payments

Any communication, notice or claim relating to payment by the parties regarding this Agreement shall be in writing and shall be given to the College or Company or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College:

Vice President for Business and Financial Affairs
Suffolk County Community College
533 College Road, NFL-232
Selden, NY 11784-2899

and

For Company:

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

3. Notices Relating to Termination and/or Litigation

In the event the Company receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, the Company shall immediately deliver to the Office of Legal Affairs and the Suffolk County Attorney, at the addresses set forth below, copies of all papers filed by or against the Company.

Any communication or notice regarding termination shall be in writing and shall be given to the College or the Company or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For the College and County of Suffolk:

Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL Bldg.
Selden, NY 11784-2899

and

Suffolk County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, NY 11788-5402

And

For Company:

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices related to termination or litigation should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope, or by nationally recognized courier service or personally and by first class mail.

Notices shall be deemed to have been duly delivered: (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

EXHIBIT D**Cost**

Suffolk County Community College Subscription Based Pricing Proposal Expires April 25, 2020 Option 3	
Faculty and Staff	All courses listed in the Scope of Work
Proactive Updates	Included during the Term of the Agreement
Course Refreshes	Included during the Term of the Agreement
Course Customizations	Included
Administrative Support	Included
End User Support	Included
Knowledge Sharing Tools	Webinars, Administrative Support Center, Toolkit, Newsletter
Technical Integration: SSO	\$1,500/yr
Technical Integration: API	\$1,500/yr
Client Services Team	Account Managers Implementation Specialist Vice President of Customer Success
Data	Completion Records Policy Attestation Real-Time Data Analytics
Annual License	\$21,750/year
Years 1-5 Annual License + Technical Integrations	\$24,750/year
Optional 5 Year Renewal Annual License + Technical Integrations	\$27,163