



## ORDER FORM

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

AmpliFund Grant Seeker provides a straightforward, purpose-built solution to conduct opportunity research, track deadlines, centralize information, and monitor budgetary grant progress across the lifecycle of a grant. Customers may have the ability to view or access functionality not included in their subscription tier. For more details on tier inclusions, [please reference our feature matrix](#). AmpliFund reserves the right to audit usage and revise access levels as needed. Any delay in payment will impact the timeline of Customer's software implementation.

SERVICES	FEES	
<b>AmpliFund Grant Seeker Advanced</b> for Managing 20M in Annual Grant Revenue	Year 1 Subscription	\$22,500.00
	Year 2 Subscription	\$22,500.00
	Year 3 Subscription	\$22,500.00
<b>Comprehensive Implementation Package</b> See Exhibit A for Statement of Work  The one-time implementation fee includes a total of 90 hours. An additional \$175 per hour rate applies if extra work is needed outside the scope defined in the Statement of Work and implementation package outlined in Exhibit A.	One-Time Implementation Fee	\$12,500.00
	<b>First Year Total:</b>	\$35,000.00
	<b>Total Contract Cost:</b>	80,000.00
TERM		
This Agreement commences on the Effective Date and continues for an initial term of thirty-six (36) months (the "Initial Term").		
CONTACT INFORMATION FOR NOTICES AND INVOICES		
StreamLink Software Inc. dba AmpliFund 812 Huron Road East, Suite 550, Cleveland, Ohio 44115 Email: <a href="mailto:cbrown@amplifund.com">cbrown@amplifund.com</a> Attn: Correen Brown	Weber County, UT Weber Center, 2380 Washington Blvd. Ogden, UT 84401 Email: <a href="mailto:sparke@webercountyutah.gov">sparke@webercountyutah.gov</a> Attn: Scott Parke	



**TAX INFORMATION**

Tax ID:

Is this purchase tax exempt?  Yes  No. If "Yes", please include your tax-exempt form for our records. If the tax-exempt form is not included AmpliFund will charge applicable sales tax.

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

**STREAMLINK SOFTWARE INC.**  
**dba AMPLIFUND**

\_\_\_\_\_  
-INSERT CUSTOMER'S FULL LEGAL NAME ABOVE-

By: \_\_\_\_\_  
Name: Scott M. Smith  
Title: CEO  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## TERMS AND CONDITIONS

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

### 1. Access and Use.

- a. Platform Access. Subject to and conditioned on Customer's payment of Fees (defined below) and compliance with all other terms and conditions of this Agreement, AmpliFund hereby grants to Customer during the Term (defined below) a non-exclusive, non-transferable, non-sublicensable license to allow its Authorized Users to access and use the Platform solely for Customer's internal management of Grants. "**Authorized Users**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder. Customer acknowledges and agrees that it is responsible for the use or misuse of the Services by Authorized Users, and a breach by any Authorized User of any term of this Agreement will be deemed a breach by Customer of this Agreement.
- b. Restrictions. Customer may not: (i) copy, modify, translate, or create derivative works of the Platform; (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Platform; (iii) lend, lease, offer for sale, sell or otherwise use the Platform for the benefit of any third party; (iv) attempt to disrupt the integrity or performance of the Platform; (v) attempt to gain unauthorized access to the Platform or its related systems or networks; or (vi) use the Platform in a manner that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, rule or regulation.
- c. Reservation of Rights. Except for the rights granted to Customer in Section 1(a) above and Customer's rights to Data (defined below), as between the Parties, AmpliFund retains all right, title and interest, including all intellectual property rights, in and to the Platform (including all updates thereto ("**Updates**") and Diagnostic Data (defined below)). All rights that AmpliFund does not expressly grant to Customer in this Section 1 are reserved. Except for the limited access rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Platform.
- d. Customer Data. As between the Parties, Customer owns all data, information and other materials submitted to the Platform by Customer or Authorized Users (collectively, "**Customer Data**"). Customer hereby grants to AmpliFund a non-exclusive and non-transferable (except under Section 10) license to use and host the Customer Data to provide the Services. Customer



represents and warrants to AmpliFund that: (i) it owns or otherwise has sufficient rights to the Customer Data to grant the license in this Section 1.d.; and (ii) no Customer Data submitted to the Platform does or will violate the privacy, intellectual property or other rights of any person or entity or any applicable laws, rules or regulations.

- e. Diagnostic Data. Notwithstanding anything to the contrary in this Agreement, AmpliFund may monitor Customer's use of the Services and collect and compile Diagnostic Data. "**Diagnostic Data**" means all aggregated and de-identified information that AmpliFund's systems or applications automatically collect regarding use of the Platform and its performance. As between AmpliFund and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by AmpliFund. Customer acknowledges that AmpliFund may compile Diagnostic Data based on Customer Data input into the Services, and use such Diagnostic Data to the extent and in the manner permitted under applicable law; provided that such Diagnostic Data does not identify Customer or Customer's Confidential Information.
2. Professional Services. AmpliFund will provide the support services set forth on **Exhibit A**. Pursuant to the terms of this Agreement, and from time to time during the term of this Agreement, AmpliFund may provide Customer with additional professional services as specified in Statement(s) of Work ("**SOW**") to this Agreement. Each SOW is incorporated into this Agreement by reference and will include a description of the services to be provided by AmpliFund, a proposed timeline or term, and the fees payable to AmpliFund for the services. To the extent that any conflict arises between this Agreement and a SOW, this Agreement shall control. The parties acknowledge and agree that until a SOW is executed by the parties, AmpliFund is not required to provide any additional professional services hereunder by virtue of this Agreement alone. Customer agrees to provide good-faith cooperation to enable AmpliFund to perform the services described in the SOW in a timely and efficient manner, including providing access to necessary personnel, making decisions, giving approvals, and communicating information in a timely manner, and, where services are to be performed at a Customer location, providing security access, office accommodations and supplies, and access to necessary facilities, equipment, and telecommunications resources.
  3. AmpliFund's Obligations. AmpliFund will use commercially reasonable efforts to make the Platform available at all times, except for planned downtime and any unavailability caused by Force Majeure Events (defined below). AmpliFund will maintain commercially reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Data, including by use of a commercially reasonable hosting provider. As of the Effective Date, AmpliFund's hosting provider is Microsoft Azure.
  4. Payment Terms.
    - a. Fees. Customer will pay AmpliFund the fees as detailed on the Order Form or SOW, as applicable (the "**Fees**"). Year 1 Subscription Fees are due upon execution of the Agreement prior to the commencement of the use of the Platform. Implementation Fees will be invoiced in arrears on a monthly basis for service hours expended and are due Net 30. Subscription Fees following Year 1 are paid annually in advance. All Fees are non-cancellable and non-refundable.
    - b. Taxes. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any



applicable taxing authorities (collectively, "**Taxes**"). Customer is responsible for all Taxes associated with its receipt of the Services (except for any Taxes assessable against AmpliFund based on its net income). If Customer is exempt from state and local government taxes, then Customer represents and warrants it has provided evidence of such exemption to AmpliFund prior to the Effective Date.

## 5. Confidential Information.

- a. Definition. As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), that is marked in writing as "confidential" or by a similar designation. For clarity, the Confidential Information of AmpliFund includes the AmpliFund technology underlying the Platform and any related non-public specifications, documentation or technical information that AmpliFund makes available to Customer. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.
- b. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). The Receiving Party may only use the Disclosing Party's Confidential Information to perform its obligations or exercise its rights under this Agreement. Except as expressly authorized by the Disclosing Party in writing, the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors or agents who need such access to perform obligations under this Agreement and who agree to abide by the terms set forth in this Section 5. Neither Party will disclose the terms of this Agreement to any third party (except for its affiliates and their legal counsel and accountants) without the other Party's prior written consent.
- c. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

## 6. Term and Termination.

- a. Term. This Agreement commences on the Effective Date and continues for the Term set forth on the Order Form.
- b. Termination. Either Party may terminate this Agreement upon 30 days' prior written notice if the other Party is in material breach of this Agreement and the breaching Party fails to remedy the breach within the 30-day notice period (except for a breach of payment obligations, in which case the cure period shall be 5 days). Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or



involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. AmpliFund may terminate this Agreement, effective on written notice to Customer, if Customer breaches any of its obligations under Section 1.b.

- c. Effect of Termination. Upon expiration or termination of this Agreement, the licenses and/or access rights, as applicable, granted by each Party will automatically terminate and all outstanding Fees owed pursuant to Section 4 will become immediately due and payable. Sections 1.b, 1.c, 4, 5, 6.c, 7, 8, 10 and all defined terms used in those Sections will survive any expiration or termination of this Agreement.

7. Representations and Warranties.

- a. Warranties. Each Party represents and warrants to the other that: (i) it has the right, power and authority to enter into this Agreement and to perform all of its obligations hereunder; (ii) the execution of this Agreement by its representative has been duly authorized by all necessary organizational action of the Party; and (iii) when executed and delivered, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

- b. Warranty Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES IN THIS SECTION, AMPLIFUND (I) MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, AND (II) DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, INCLUDING ANY LOCAL JURISDICTIONAL ANALOGUES TO THE FOREGOING. AMPLIFUND MAKES NO WARRANTY OF ANY KIND THAT THE PLATFORM, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE ERROR FREE.

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

9. Indemnification. If a claim by a third party (a "**Third Party Claim**") is asserted against Customer alleging that the Platform infringes such third party's intellectual property rights ("**Infringement Claim**"), then AmpliFund will indemnify and defend Customer from the Infringement Claim and hold Customer harmless from any damages finally awarded or settlements entered into with respect to the Infringement Claim, provided that Customer promptly notifies AmpliFund in writing of the claim,



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

10. Miscellaneous. Customer agrees that any violation or threatened violation of this Agreement may cause irreparable injury to AmpliFund, entitling AmpliFund to seek injunctive relief in addition to all available remedies. Neither Party may assign this Agreement or any rights under it, in whole or in part, without the other Party's prior written consent; provided that either Party may assign this Agreement or any rights under it without prior written consent to a successor in connection with a merger, acquisition, reorganization, consolidation, or sale of all or substantially all of its assets or the business to which this Agreement relates. Any attempt to assign this Agreement other than as permitted above will be void. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this Agreement will remain in full force and effect. This Agreement will be governed by and construed under the laws of the State where the Customer is domiciled, without reference to its conflict of laws principles. This Agreement, including all Exhibits and SOWs referenced herein or attached hereto, is the entire agreement between the Parties with respect to the subject matter set forth herein and supersedes any previous or contemporaneous communications, whether oral or written, express or implied. For the avoidance of doubt, the terms of this Agreement will govern all Customer orders submitted to pursuant to a SOW, and no additional or inconsistent terms or conditions in any a Customer purchase order will have any legal effect. This Agreement may be modified or amended only by a writing signed by both Parties. If there is any conflict or inconsistency between the terms of any Exhibit and the terms in the body of this Agreement, then the terms in the body of the Agreement will control solely to the extent of the conflict. All waivers made under this Agreement must be made in writing by the Party making the waiver. This Agreement may be signed in counterparts, each of which will be deemed an original, and all of which together will constitute a single agreement.
11. Notice. Any notice required or permitted to be given under this Agreement will be effective if it is (i) in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party and with the appropriate postage affixed; or (ii) sent via electronic mail, in either case addressed to the address set forth on the Order Form. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section. Notices are deemed given two business days following the date of mailing, one business day following delivery to a courier, and/or on the same day electronic mail is sent to the recipient.
12. Force Majeure. AmpliFund will not be liable or responsible to Customer, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this



Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond AmpliFund's reasonable control including, without limitation, acts of God, pandemic, natural disaster, denial or services attacks and/or service provider system outages (collectively, "**Force Majeure Events**").

13. Records; Audit. AmpliFund shall maintain adequate records of the fees and expenses charged to Customer with respect to the Services for at least two years after completion of such Services. AmpliFund shall make such records available to Customer during normal business hours upon reasonable advance written notice (no less than 10 business days). AmpliFund shall cooperate in any audit of such records that Customer may undertake; provided, however, that any such audit shall be at Customer's sole expense. If, as a result of such audit, it is determined that AmpliFund has overcharged Customer, Customer shall notify AmpliFund of the amount of such overcharge, and AmpliFund shall credit to Customer the amount of such overcharge. No such audit may occur more than once in any twelve-month period unless Customer needs to do so for purposes of defending itself with respect to litigation or threatened litigation.
  
14. Non-appropriation. All of Customer's obligations under this Agreement that do not arise in Customer's current fiscal year are contingent upon sufficient appropriations being made therefor by Customer's Governing Body sufficient to fulfill Customer's said obligations. If such appropriations are insufficient to satisfy Customer's obligations hereunder, Customer shall promptly notify AmpliFund and this Agreement shall terminate forthwith, provided, however, that each party shall remain liable for all obligations accrued to the date of such termination.

END OF DOCUMENT





**Exhibit A**  
**Delivery – Statement of Work**  
**Weber County, UT (“Customer”)**

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

**Project Scope**

**Delivery Services**

The **Comprehensive Delivery package fee** includes implementation for the customer project team, internal users, and recipients. The AmpliFund Delivery Team will commit no more than **90** total hours to delivery. Hours will be utilized to complete project plan as outlined within 30 days of Project Kick-Off Meeting.

The Delivery Team will track hours utilized and will provide the customer with current status upon request. AmpliFund’s delivery approach enables the customer to successfully perform all grant management activities long-term.

The delivery design allows the customer to use the system to its fullest extent to manage grant processes. Delivery services include:

- **Project Management**
  - AmpliFund will adhere to standard Project Management methodologies.
  - Delivery of a customized training plan which will provide end users the ability to create and manage their active grant portfolio within AmpliFund.
- **Requirements Gathering**
  - Requirements gathering which allows the project teams to discuss and define the efforts required to support expected outcomes.
  - In-depth assessment of current systems, existing grant management processes, reporting requirements, as well as agency needs regarding the development and implementation of new workflows/processes in addition to established workflows
- **Training and Configuration**
  - Deliver training sessions and provide import templates and documentation necessary to manage the grant portfolio.
- **Rollout and Post-Implementation Support**
  - Assistance to ensure a smooth transition into managing the system following training and configuration.

Further ongoing support is detailed in the Support Services Exhibit.

**Technical Services**

In addition to the AmpliFund Solution, AmpliFund will provide:

- Hosting in AmpliFund’s Microsoft Azure Commercial cloud



- Data Migration Support - AmpliFund can provide data migration templates to the Agency, and any third-party of the Agency's choosing, to migrate any existing and/or historical grant data into AmpliFund for an additional fee.

### Change Order Requests

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

### Assumptions

#### Project Assumptions, Exclusions, and Constraints

- The Annual Subscription Fee is based upon managing up to \$20M of Annual Grant Revenue (AGR)
- The One-time Implementation Fee includes 90 service hours to deliver the AmpliFund Grant Seeker Advanced platform to the organization.
- Pricing includes **unlimited user licenses** and **unlimited document storage space**.
- Implementation includes an import/export integration using a flat file transfer of data between AmpliFund, and the Customers current existing systems. It also includes hours to build out a reporting process to successfully extract data out of AmpliFund that can be leveraged outside of the system. Access to the AmpliFund API is not included. Additional conversations would be necessary to determine scope of work to integrate with existing systems.
- The AmpliFund Delivery Team will provide web-based, virtual training sessions for users to join. The trainings can be recorded and made available for future reference. All work will be performed remotely by the AmpliFund Delivery Team. On-site training and configuration services can be procured at additional fees.
- There will be agreements between different departments to collaborate including providing staff and information per the work plan. The cross-department collaboration will occur in order to standardize a consistent set of business processes within AmpliFund.
- AmpliFund will be responsible for calculating hours and report back to customer as requested.
- Delivery hours included in this Statement of Work expire 12 months from the contract execution date. Upon time of expiration, if hours have not been fully utilized, they will be forfeited by the client unless a change request is mutually agreed upon to extend the Statement of Work period.

## EXHIBIT B Support

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

1. **Support.** AmpliFund will provide technical support and customer service (“Support”) to Customer on an ongoing basis during the Term of the Agreement.
  - (i) Through AmpliFund’s online support portal, Customer will have access to the most up-to-date support documentation, user guides, videos, release notes, and import templates, as well as regularly scheduled, live virtual training sessions on core functionality.
  - (ii) Customer may request additional Support by contacting AmpliFund at **216-377-5500**, via email at **support@amplifund.zendesk.com** or through the online chat functionality available on the Platform. Telephonic and online chat support are available during normal business hours, defined as 8:00am – 8:00pm ET, Monday through Friday, except for national holidays in the United States. Customers may submit support tickets, feature requests and bug reports through the Platform at any time.
  
2. **Issues.** “**Issues**” impact the availability of the Platform, except for scheduled downtime, as determined by AmpliFund in its reasonable discretion. AmpliFund distinguishes among four Severity of Issues as follows:
  - (i) **Critical Severity:** Issues that prevent one or more users from accessing the application or defects that allow unauthorized access to customer data.
  - (ii) **High Severity:** Issues that prevent one or more users from completing a core business process within the application.
  - (iii) **Medium Severity:** Issues that cause difficulty completing a task within the application.
  - (iv) **Low Severity:** Issues that do not prevent user action or cause any difficulty but may be perceived as detracting from the quality of the product.
  
3. **Target Resolution Times.** AmpliFund will use commercially reasonable efforts to meet the following target time frames for resolution of Issues from the time AmpliFund receives a Support request:

<b>Severity</b>	<b>Target Resolution Time</b>
Critical	4 hours or better
High	48 hours or better
Medium	10 business days or better
  
4. **Scheduled Maintenance Downtime.** AmpliFund may perform schedule maintenance Monday through Friday, between the hours of 10 PM – 11PM ET. In the event maintenance is required outside these established windows, AmpliFund will make reasonable efforts to notify customers in advance.
  
5. **Resolution.** If AmpliFund has not resolved an Issue within the Target Resolution Time frame, then, upon Customer’s written request, the parties will discuss a resolution plan.



6. Uptime. AmpliFund guarantees a 99.9% up time of the Platform, exclusive of scheduled maintenance periods. Status of the Platform may be accessed at <https://status.amplifund.com/>.