

This Agreement entered into as of the 1st of January in the year of 2020.

GROUP PURCHASING AGREEMENT

between

Cooperative Council of Governments

6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

and

JSA Technology Card Systems, L.P. (dba Atrium)

3126 West Cary Street Suite 727
Richmond, VA 23221

and

Collaborent Group, Ltd.

6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

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THIS GROUP PURCHASING AGREEMENT (this "**Agreement**"), effective as of January 1, 2020 (the "**Effective Date**"), is entered into by and between the Cooperative Council of Governments, Inc., an Ohio not-for-profit corporation organized as a regional council of governments under Chapter 167 of the Ohio Revised Code, with its principal place of business at 6001 Cochran Road, Suite 333, Cleveland, Ohio 44139 ("**CCOG**"), between JSA Technology Card Systems, L.P. (dba Atrium), a Delaware limited partnership with its principal office at 3126 West Cary Street, Suite 727, Richmond, Virginia, 23221, ("**Atrium**"), and Collaborent Group, Ltd., an Ohio limited liability corporation, with its principal place of business at 6001 Cochran Road, Suite 333, Cleveland, Ohio 44139 ("**Collaborent**"). Throughout this Agreement, CCOG, Atrium, and Collaborent are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

SECTION 1. RECITALS

A. "**CCOG**" is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and established for the purpose of (a) developing and implementing certain sound business practices and processes as shared services to be made available to its members, and (b) developing and operating as a collective purchasing and service organization to enable its members to obtain competitive terms from vendors and service providers by utilizing the combined purchasing power of all of its members, and doing all things lawful, compliant, and necessary or appropriate to accomplish its purpose.

B. Collaborent is the third-party procurement administrator for, and duly authorized agent of, CCOG, and in that role manages the procurement, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG, at the direction and with the authorization of the CCOG Board of Directors.

C. CCOG makes its collective purchasing programs and other services available through the Sourcing Alliance Network ("**Sourcing Alliance**"), a collaboration of local, regional, and national group purchasing organizations and public sector contract holders to make already-procured contracts for various products and services ("**SA Products & Services**") held by those group purchasing organizations and public sector contract holders (collectively, the "**Contract Holders**"), such as CCOG, available to entities that join Sourcing Alliance.

D. To the extent that the laws of a particular state, region, territory, and/or country permit, any public sector entity may join Sourcing Alliance as a member ("**Member**"). The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, and federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

E. Any organization that is exempt from federal income tax under the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including private companies, may also join Sourcing Alliance as a Member.

F. Sourcing Alliance makes SA Products & Services available through groups and associations ("**Association Partners**") that contract with Sourcing Alliance and/or its Contract Holders for the purpose of providing additional benefits to the members of such Association Partners.

G. Members, Association Partners, and Association Partners' members are referred to throughout this Agreement as participants (the "**Participants**").

H. Collaborent is the administrative representative for Sourcing Alliance and actively promotes SA Products & Services to current and prospective Participants through a range of marketing, prospecting, and sales strategies, including, but not limited to, marketing and sales collateral development, direct mail, web marketing, electronic communications, attendance at events, Collaborent's outbound call center, eMarketplace, Atrium sales representative training, and field sales support (collectively, "**Collaborent Services**").

I. CCOG and Collaborant work with third-party suppliers (“**Suppliers**”) of various goods and services to reduce Suppliers’ customer acquisition costs, lower the administrative burden of Suppliers contracting separately with individual Participants, improve customer service levels for Participants, reduce Participants’ total cost of ownership of various goods and services, and increase total Supplier revenue.

J. CCOG and Youngstown State University issued request for proposal (“**RFP**”) #2019.1 dated May 8, 2019 for a One Card Program including, but not limited to, a comprehensive campus card management system, identification cards, card production, mobile credentials, off-campus vendor integration and management, enhanced card technology and integration options, meal plan management, and systems and hardware for access control, point of sale, parking and transit, attendance, and recreation (the “**Products & Services**”), and CCOG selected Atrium as the lowest responsive and responsible bidder.

K. Atrium has developed and maintains, for and on behalf of Atrium, a campus card management system that provides certain online payment and account management solutions and Atrium desires to promote and expand its operations and increase the sales of its Products & Services to public sector, private sector, and not-for-profit organizations through Sourcing Alliance.

L. CCOG and Collaborant agree to make the Products & Services from Atrium available to Sourcing Alliance Participants and Atrium agrees to provide the same to Sourcing Alliance Participants subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

SECTION 2. BUSINESS TERMS

2.1. Appendices. Atrium agrees to provide the Products & Services as may be agreed to by the Parties in accordance with the specific terms and conditions set forth in this Agreement and the appendices attached hereto and made a part of this Agreement (if one, an “**Appendix**” or more, “**Appendices**”).

- (i) **Appendix A** defines the Term of this Agreement and addresses for Notices.
- (ii) **Appendix B** sets forth the Products & Services available to Participants under this Agreement and pricing.
- (iii) **Appendix C** defines Atrium’s reporting requirements.
- (iv) **Appendix D** identifies each Party’s trademarks and logos authorized for use by the other Parties, subject to the terms of this Agreement.
- (v) **Appendix E** provides sample Atrium Customer Agreements between Atrium and a Participant who chooses to purchase Products & Services from Atrium.
- (vi) **Appendix F** sets forth the roles and responsibilities of the Parties.
- (vii) **Appendix G** defines the financial terms between the Parties.
- (viii) **Appendix H** identifies the Parties’ primary points of contact.
- (ix) **Appendix I** identifies the Prospective Participants subject to this Agreement.

2.2. Terms in Appendices. In all cases where the terms of this Agreement and any Appendices are in disagreement, the terms in the Appendix shall control.

2.3. Utilization of Products & Services. Purchases of the Products & Services from Atrium may only be made by any Participant upon execution of such credit applications, forms, customer agreements, appendices, or other documentation as mutually agreed upon by the Parties. Standardized, mutually approved customer agreements (“**Customer Agreements**”) may be attached hereto in **Appendix E**.

2.4. Personnel & Equipment. The Parties agree that the number and types of any subcontractors, personnel, or specialized equipment which may be required to furnish the Products & Services to Participants will be determined by Atrium. Atrium agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services as specified in **Appendix B** to all Participants throughout the Term of this Agreement, as defined in **Appendix A**.

2.5. Rates & Charges. The rates, fees, and charges to be charged to and paid by Participants for the Products & Services are set forth in **Appendix B**. Atrium agrees that there are no other applicable rates, fees, charges, or other monetary incentives except those set forth in **Appendix B**. The Administrative Fees to be paid by Atrium to Collaborent are set forth in **Appendix G**. If the application of any rate, fee, charge, or other monetary incentive as set forth in **Appendix G** will create a hardship to Atrium, CCOG, or Collaborent, the applicable rate, fee, or charge may be equitably adjusted to prevent such hardship pursuant to the terms of **Appendix G**, upon mutual written agreement of the Parties.

2.6. Publicity & Joint Marketing.

(a) **Publicity.** A Party may only issue press releases or other public announcements with respect to this Agreement with the prior, written consent of the other Parties.

(b) **Joint Marketing / Logo & Name Use.** Atrium authorizes CCOG and Collaborent to use Atrium's trademarks and logos identified in **Appendix D ("Atrium Trademarks")**. CCOG authorizes Atrium to use CCOG's trademarks and logos identified in **Appendix D ("CCOG's Trademarks")**. Collaborent authorizes Atrium to use Collaborent's trademarks and logos identified in **Appendix D ("Collaborent's Trademarks")**. Each Parties' use of such trademarks will be limited solely to joint marketing efforts, including, but not limited to, utilizing the same on correspondence, collateral, agreements, websites, newsletters, or other marketing materials promoting the Products & Services.

(c) **Use of Name/Logo.** Atrium authorizes CCOG and Collaborent to utilize Atrium's Trademarks and name in standard communication, including correspondence, newsletters, and website material. CCOG and Collaborent respectively authorize Atrium to utilize CCOG's Trademarks and Collaborent's Trademarks and name in standard communication, including correspondence, newsletters, and website material.

2.7. Joint Prospecting; Registration.

(a) **Joint Prospecting.** The Parties agree to identify and jointly market the Services to prospective Participants ("**Prospective Participants**"). Such Prospective Participants will be listed in **Appendix I**, as updated from time to time upon the mutual written consent of Atrium and Collaborent. Atrium will identify, mark, register, or code each Prospective Participant as a Sourcing Alliance account within its tracking system. Any Prospective Participants who become customers of Atrium during the Term of this Agreement will be considered Participants subject to the terms and conditions of this Agreement, including the payment of Administrative Fees as defined in **Appendix G**. Atrium will not directly or indirectly, through any representative, agent or otherwise, solicit or entertain offers from, respond to bids, quotes, or requests for proposals solicitations, or negotiate with any Prospective Participants relating to the acquisition of Products & Services offered by Atrium through this Agreement to such Prospective Participants unless such Products & Services are made available to such Prospective Participants through and under the terms of this Agreement, including the pricing for Products & Services as defined in **Appendix B**.

(b) **Registration.** Prospective Participants may be identified jointly by Atrium and Collaborent, by Atrium and proposed to Collaborent, or by Collaborent and proposed to Atrium. Atrium and Collaborent shall designate senior executives with the authority to approve the registration of proposed Prospective Participants under this Agreement, and no proposed Prospective Participants shall be approved as

Prospective Participants subject to the terms of this Agreement without the written approval (including via email) of a designated senior executive from both Atrium and Collaborent. The Party receiving the registration approval request will have ten (10) business days to respond and approve or disapprove of each registration request in writing, including via email. Such approval shall not be unreasonably withheld, and all approved Prospective Participants shall be listed in **Appendix I** as updated. Atrium will provide Collaborent with the name of the Atrium branch and Atrium sales representative (if applicable) to whom each registered Prospective Participants is assigned, and such information shall also be included in **Appendix I**.

SECTION 3. TERMS & CONDITIONS

3.1. Independent Contractors. In the performance of this Agreement, Atrium will be an independent contractor to CCOG and Collaborent, and will not be or act as, or be deemed to otherwise be an agent, employee, or representative of CCOG, Collaborent, or any Participant. CCOG and Collaborent will be independent contractors to Atrium, and will not be or act as, or be deemed to be agents, employees, or representatives of Atrium. Atrium's employees will not be deemed to be CCOG's and/or Collaborent's employees or employees of any Participant, and CCOG's and Collaborent's employees will not be deemed to be Atrium's employees. Nothing contained in an Appendix or this Agreement may be construed to be inconsistent with that relationship or status. No Party exercises direct control or supervision over the employees of the other Parties and, in fact, each Party disavows any right to do so, and no Party in any way directs the operations of the other Parties or the manner of the other Parties' performance. No partnership, joint venture, or other relationship between the Parties or any Participant is created hereby.

3.2. Operational Control.

(a) **Atrium Control**. As between the Parties, Atrium will have sole and exclusive control over the manner in which Atrium and its employees, subcontractors, and suppliers deliver the Products & Services. Atrium will engage, employ, or subcontract with such individuals or other entities as it may deem necessary in connection therewith, provided, however, that Atrium furnishes the types and quantities of Products & Services specified in **Appendix B** to all Participants purchasing Products & Services throughout the Term of this Agreement, and Atrium executes its roles and responsibilities in accordance with **Appendix F** throughout the Term of this Agreement. Such individuals will not be considered employees or subcontractors of CCOG, Collaborent, or any Participant, and will be subject to employment or engagement, and discharge, discipline, and control solely and exclusively by Atrium.

(b) **Collaborent Control**. As between the Parties, Collaborent will have sole and exclusive control over the manner in which Collaborent and its employees, subcontractors, and suppliers deliver the Collaborent Services. Collaborent will engage, employ, or subcontract with such individuals or other entities as it may deem necessary in connection therewith, provided, however, that Collaborent executes its roles and responsibilities in accordance with **Appendix F** throughout the Term of this Agreement. Such individuals will not be considered employees or subcontractors of CCOG, Atrium, or any Participant, and will be subject to employment or engagement, and discharge, discipline, and control solely and exclusively by Collaborent.

(c) **Taxes**. Except as otherwise specified herein, each Party will be solely responsible for the payment of any and all wages and fringe benefits, local, state, and federal payroll taxes or contribution of taxes for unemployment insurance, pensions, workers' compensation, and other Social Security and related protection with respect to those employees engaged by that Party pursuant to the performance of this Agreement. Each Party will make and submit, in its name, all reports and payments required by federal, state, or local laws related to its employees.

3.3. Technical Systems; Intellectual Property. Atrium will retain title to its proprietary systems and methodologies used in connection with the delivery of Products & Services during the course of this Agreement, including, but not limited to, descriptions of the systems or methodologies, document templates, and/or project tools and software, whether owned by Atrium or licensed to Atrium by a third Party and incorporated into any sale of Products

& Services (“**Atrium Systems and Methods**”). As needed, Atrium shall grant a limited license to all Participants subject to this Agreement to use Atrium’s Systems & Methods during the Term of this Agreement and for the duration of any Customer Agreements established between Atrium and a Participant to purchase Products & Services subject to the terms of this Agreement until such Customer Agreements expire or are terminated

3.4. Non-Solicitation. During the Term of this Agreement and for a period of twelve (12) months following the termination or expiration of this Agreement, no Party will solicit, or cause any other person to solicit, any employees or contractors of another Party who are or were employed or engaged by that other Party during the prior twelve (12) months.

3.5. Confidentiality.

(a) **Obligation.** The nature and details of the business relationship covered by this Agreement, and the business information regarding the other Party(ies) (the “**Disclosing Party**”) to which a Party(ies) (the “**Receiving Party**”) may become privy during the Term of this Agreement (collectively, the “**Information**”) constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Party’s Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Party’s Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party’s employees, agents, and subcontractors with a need to know the Information. The foregoing will not limit either Receiving Party, for purposes of marketing, from informing actual or potential Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, and subcontractors abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this Section will continue in effect for the Term of this Agreement and for a period of two (2) years after the date this Agreement is terminated or expires.

(b) **Exceptions.** Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as defined in **Section 3.13**, at the Addresses for Notices set forth in **Appendix A** of such threatened disclosure and the right to defend against such disclosure, at its expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

(c) **Remedies.** The Parties agree that a breach by one Party of these obligations of confidentiality will result in the substantial likelihood of irreparable harm and injury to the other Party for which monetary damages alone would be an inadequate remedy, and which damages are difficult to measure accurately. Accordingly, without limiting any other rights or remedies, the Parties agree that the non-breaching Party shall have the right, in addition to any other remedies available, to obtain immediate injunctive relief as well as other equitable relief allowed by the federal and state courts.

3.6. Indemnification; Limitation of Liability.

(a) **Atrium Indemnification.** Except as otherwise provided herein and to the extent permitted by law, Atrium shall indemnify, defend, and hold harmless (“**Indemnifying Party**”) CCOG and Collaborant, and their respective officers, directors, employees, subcontractors, agents, and all Participants subject to this Agreement (the “**Indemnified Party**”) from and against any and all liabilities, damages, fines, penalties, costs, claims, interest, and expenses (including costs of defense, settlement, and reasonable attorneys’ fees),

including any claim arising from environmental health and safety laws or regulations, which are generated by claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits which arise out of damage to or destruction of any property, or bodily injury (including death) suffered by any person including the Indemnified Party (“**Losses**”) to the extent they are caused by gross negligence, willful misconduct, noncompliance with applicable laws, or strict products liability of the Indemnifying Party or its agents, employees, and subcontractors. With respect to a claim under this Agreement, the liability of the Indemnifying Party is limited to the extent of such Indemnifying Party’s gross negligence, willful misconduct, noncompliance with applicable laws, or strict products liability.

(b) **CCOG Indemnification.** Except as otherwise provided herein and to the extent permitted by law, CCOG shall indemnify, defend, and hold harmless (“**Indemnifying Party**”) Atrium, its officers, directors, employees, subcontractors, and agents subject to this Agreement (the “**Indemnified Party**”) from and against any and all liabilities, damages, fines, penalties, costs, claims, interest, and expenses (including costs of defense, settlement, and reasonable attorneys’ fees), including any claim arising from environmental health and safety laws or regulations, which are generated by claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits which arise out of damage to or destruction of any property, or bodily injury (including death) suffered by any person including the Indemnified Party (“**Losses**”) to the extent they are caused by gross negligence, willful misconduct, or noncompliance with applicable laws of the Indemnifying Party or its agents, employees, and subcontractors. With respect to a claim under this Agreement, the liability of the Indemnifying Party is limited to the extent of such Indemnifying Party’s gross negligence, willful misconduct, or noncompliance with applicable laws.

(c) **Collaborent Indemnification.** Except as otherwise provided herein and to the extent permitted by law, Collaborent shall indemnify, defend, and hold harmless (“**Indemnifying Party**”) Atrium, its officers, directors, employees, subcontractors, and agents subject to this Agreement (the “**Indemnified Party**”) from and against any and all liabilities, damages, fines, penalties, costs, claims, interest, and expenses (including costs of defense, settlement and reasonable attorneys’ fees), including any claim arising from environmental health and safety laws or regulations, which are generated by claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits which arise out of damage to or destruction of any property, or bodily injury (including death) suffered by any person including the Indemnified Party (“**Losses**”) to the extent they are caused by gross negligence, willful misconduct, or noncompliance with applicable laws of the Indemnifying Party or its agents, employees, and subcontractors. With respect to a claim under this Agreement, the liability of the Indemnifying Party is limited to the extent of such Indemnifying Party’s gross negligence, willful misconduct, or noncompliance with applicable laws.

(d) **Limitation of Liability.** Atrium’s liability for aggregate damages to CCOG and Collaborent, collectively, and CCOG and Collaborent’s liability for aggregate damages to Atrium, for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, shall be limited to the aggregate Administrative Fees paid and/or payable as set forth in **Appendix G**.

3.7. Notice & Opportunity to Defend; Limitations & Thresholds.

(a) **Notice; Opportunity.** If any Losses are asserted against an Indemnified Party, such Indemnified Party will notify the Indemnifying Party as promptly as practicable and give it an opportunity to defend the same. The Indemnified Party will reasonably cooperate with the Indemnifying Party in connection with such defense. In the event that the Indemnifying Party in connection with such claim fails to defend against the claim within thirty (30) days after Notice of such claim, the Indemnified Party will be entitled to assume the defense thereof, and the Indemnifying Party will be liable to repay the Indemnified Party entitled to indemnification for all its expenses reasonably incurred in connection with said defense (including reasonable attorneys’ fees and settlement payments) until the Indemnifying Party assumes such defense. The attorneys selected by the Indemnifying Party to prosecute such defense on behalf of an Indemnified Party must be acceptable to the Indemnified Party, which acceptance will not be unreasonably withheld.

(b) **Liability.** Notwithstanding any other provision of this Agreement, indemnity obligations entered into hereunder will be due only to the extent of the Losses actually suffered by an Indemnified Party (i.e., reduced by any offsetting or related asset or service received and any recovery from any third Party). The Indemnifying Party will be subrogated to all rights of the Indemnified Party against any third party with respect to any claim for which indemnity was paid.

3.8. Atrium Insurance. During the Term of this Agreement, and for two (2) years following expiration or termination of this Agreement, Atrium, at its own expense, will maintain and will require that its agents, subcontractors, or suppliers engaged in Atrium's performance of its duties under this Agreement, maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Agreement, or any Appendix, and with respect to, or arising out of, Atrium's provision of Products & Services to Participants. CCOG, Collaborent, and their respective officers, directors, employees, and agents will be named as additional insureds on Atrium's related insurance policies. All such insurance policies will incorporate a provision requiring the giving of written Notice, as defined in **Section 3.13**, to CCOG and Collaborent at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Atrium shall submit to Collaborent within ten (10) calendar days after the Effective Date of this Agreement, and prior to furnishing Products & Services to any Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Atrium shall provide such valid certificates on an annual basis until the terms of this **Section 3.8** are no longer applicable.

3.9. Termination Rights. The Parties will have the termination rights set forth below.

(a) **Insolvency.** If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Agreement upon giving at least five (5) business days prior written Notice of such termination.

(b) **Mutual Consent.** This Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.

(c) **Breach.** In the event any Party commits a material breach of its obligations under this Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Agreement upon ten (10) business days written Notice at the Addresses for Notices set forth in **Appendix A** following the expiration of the thirty (30) day cure period.

(d) **Withdrawal of CCOG.** This Agreement may be terminated by Atrium at any time in the event that CCOG withdraws from, or terminates, its business relationship with Collaborent and Collaborent does not identify a qualified successor entity, acceptable to Atrium, whose acceptance shall not be unreasonably withheld, to assume CCOG's responsibilities and obligations under this Agreement within 90 days of such CCOG withdrawal or termination date.

3.10. Effects of Termination.

(a) **Insolvency or Breach of CCOG or Collaborent.** Upon termination of this Agreement as a result of the insolvency of CCOG or Collaborent as defined in **Section 3.9 (a)** or an uncured breach of CCOG or Collaborent as defined in **Section 3.9 (c)**, ongoing Administrative Fee or other payments as set forth in **Appendix G** from Atrium to Collaborent will cease as of the date of termination; Atrium must nonetheless pay

to Collaborant, or such other party as ordered by a court of competent jurisdiction, in full any Administrative Fee or other payments owed to Collaborant through the date of the termination.

(b) **Insolvency or Breach of Atrium.** Upon termination of this Agreement as a result of the insolvency of Atrium as defined in **Section 3.9 (a)** or breach of Atrium as defined in **Section 3.9 (c)**, Atrium must continue making Administrative Fee and other payments as set forth in **Appendix G** to Collaborant that are generated by individual Participant's utilization of the Products & Services throughout the then current term of each individual Participant's contract or Customer Agreement with Atrium to the extent that Atrium continues to generate revenue from each Participant's utilization of the Products & Services.

(c) **End of Term.** If this Agreement terminates due to expiration of this Agreement, Atrium must continue to pay all Administrative Fees and other payments as set forth in **Appendix G** from each individual Participant throughout the then current term of each individual Participant's contract or Customer Agreement with Atrium to the extent that Atrium continues to generate revenue from each Participant's utilization of the Products & Services following the expiration of this Agreement.

(d) **Mutual Written Consent.** Upon termination of this Agreement as a result of the mutual written agreement of the Parties, Atrium must continue to pay all Administrative Fees or other payments generated by each individual Participant's utilization of the Products & Services as set forth in **Appendix G** throughout the then current term of each individual Participant's contract or Customer Agreement with Atrium to the extent that Atrium continues to generate revenue from each Participant's utilization of the Products & Services.

(e) **Withdrawal of CCOG.** Upon termination of this Agreement as a result of CCOG's withdrawal from, or termination of, its business relationship with Collaborant in accordance with **Section 3.9(d)**, Atrium must continue to pay all Administrative Fees or other payments generated by each individual Participant's utilization of the Products & Services as set forth in **Appendix G** throughout then current term of each individual Participant's contract or Customer Agreement with Atrium to the extent that Atrium continues to generate revenue from each Participant's utilization of the Products & Services.

3.11. Audit of Atrium. CCOG and Collaborant shall have the right to perform audits, including inspection of books, records, and computer data relevant to Atrium's provision of the Products & Services to Participants, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Atrium and so as not to unreasonably interfere with Atrium's business or operations.

3.12. Force Majeure. This Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, fire, flood, labor disorder not caused by Atrium, civil commotion, closing of the public highways not caused by Atrium, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("**Event of Force Majeure**"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Agreement. If the provision of Products & Services is impeded due to an Event of Force Majeure, then Atrium may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Collaborant and the Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect the Participants.

3.13. Notices. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the addresses set forth in **Appendix A (a)** when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. A Party may change its address by giving written Notice to the other Parties in the specified manner

as set forth in and for the purposes of this **Section 3.13**. The Parties agree that the day-to-day business communications, including pricing updates or revisions to any Appendix, may be made via electronic communication.

3.14. Waiver. Other than the rights and obligations with respect to payment provided by this Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Agreement.

3.15. Governing Law; Invalidity. This Agreement will be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Agreement is held invalid, then the remainder of this Agreement will continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio.

3.16. Modification. No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Agreement, or any of the Appendices incorporated herein, will be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.

3.17. Assignment. This Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties. Any instrument purporting to make an assignment in violation of this **Section 3.17** shall be null and void. This Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Agreement.

3.18. No Third Party Beneficiaries; Survival of Representations. This Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties will remain in full force and effect regardless of any termination of this Agreement, in whole or in part.

3.19. Entire Agreement. This Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements regarding the same subject matter. The Parties acknowledge that this Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Agreement, and any ambiguity may not be construed for or against any Party.

3.20. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will be considered one and the same agreement, and will become a binding agreement when one or more counterparts have been signed by each Party and delivered to the other Parties. For purposes of this Agreement, a facsimile or electronic signature will be deemed an original signature.

3.21. Titles, Headings & Recitals. The Preamble to this Agreement is hereby incorporated herein and made part of this Agreement. The Recitals stated within this Agreement are deemed to be a part of the Agreement. The titles and headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

3.22. Severability. If any part, term, or provision of this Agreement is declared unlawful or unenforceable by judicial determination or performance, the remainder of this Agreement will remain in full force and effect.

3.23. Mediation; Arbitration.

(a) **Mediation.** Any claim or controversy related to or arising out of this Agreement, whether in contract or tort ("**Dispute**"), will be resolved on a confidential basis according to the following process, which any Party may initiate by delivering to the other Party(ies) a written Notice describing the Dispute and the amount involved ("**Demand**"). After issuance of a Demand, the Parties shall continue to perform all obligations as required under this Agreement, notwithstanding the existence of the Dispute. Authorized representatives of the Parties shall meet, whether in person or electronically, within thirty (30) days after receipt of a Demand at a mutually agreed upon time to try to resolve the Dispute by negotiation.

(b) **Unsuccessful Mediation.** If the Dispute remains unresolved forty-five (45) days after the receipt of the Demand, any Party(ies) may start binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**"). The arbitration will be before one (1) arbitrator; however, before the selection of the arbitrator, a Party (whose identity will not be revealed to the arbitrators) may require, at its sole additional expense, a three (3) arbitrator panel, of which at least one arbitrator will be an attorney. No statements by, or communications between, the Parties during negotiation or mediation, or both, will be admissible for any purpose in arbitration. The arbitrator(s) will have no authority to award punitive damages or any other monetary relief not measured by the prevailing Party's(ies)' actual damages (adjustments for time value of money permitted), and will not make any decision inconsistent with the terms and conditions of this Agreement. Each Party will bear its internal expenses and attorneys' fees and expenses.

(c) **Privileged.** The settlement mediation and any arbitration will be compromise negotiations and all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation or arbitration by any of the Parties, their agents, employees, experts, and attorneys or by the mediator or arbitrator, will be confidential, privileged, and inadmissible for any purpose, including impeachment under Rule 408 of the Federal Rules of Evidence and any applicable federal or state statute, rule, or common law provisions, and in any judicial or arbitration proceeding.

(d) **Joinder.** Any Party(ies) may join any other Party(ies) in the Arbitration Proceeding that any Party(ies) deems necessary to reach a complete adjudication of any Dispute arising under the terms of this Agreement and related to the Products & Services furnished to any Participants pursuant to this Agreement.

(e) **Other Suits.** Nothing in this **Section 3.23** will preclude any Party's recourse to a court of competent jurisdiction as defined in **Section 3.15** to: (a) enforce the terms of, or an arbitration under, this **Section 3.23**; (b) seek temporary equitable relief or specific performance necessary to protect its interests; or (c) recover specific property, including an action in replevin.

3.24. Nondiscrimination & Intimidation.

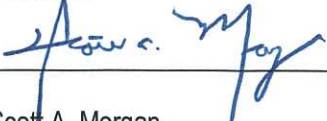
(a) Atrium expressly agrees that in the hiring of employees for the performance of work or services under this Agreement or any subcontract, Atrium, its subcontractors, or any person acting on a Atrium's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

(b) Atrium expressly agrees that Atrium, any of its subcontractors, or any person on behalf of Atrium or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Agreement on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.


(c) Atrium expressly agrees to include the provisions of this **Section 3.24** in each of its written Subcontractor agreements for the Products & Services subject to this Agreement.

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


THE COOPERATIVE COUNCIL OF GOVERNMENTS, INC.

By: 
Name: Scott A. Morgan
As: CCOG Board President
Date: 2019.11.14

JSA TECHNOLOGY CARD SYSTEMS, L.P. (DBA ATRIUM)

By: 
Name: Tammy Johnson
As: President / CEO
Date: 11/12/19

COLLABORENT GROUP, LTD.

By: 
Name: David J. Akers
As: President & CEO
Date: 2019.11.14

APPENDIX A: TERM OF AGREEMENT; NOTICES

1. The Term.

This Agreement and the Appendices attached hereto will become effective as of the Effective Date. This Agreement will remain in effect for approximately three (3) years and expire on December 31, 2022 (the “**Termination Date**”) unless extended or unless otherwise terminated or cancelled as set forth in the Agreement (the “**Initial Term**”). This Agreement may be renewed at any time by the mutual written consent of the Parties (each a “**Renewal Term**”) unless this Agreement is terminated as set forth herein. The Initial Term together with all Renewal Terms exercised are hereinafter collectively referred to as the “**Term.**”

2. Addresses for Notices.

a. If to CCOG:

The Cooperative Council of Governments, Inc.
Attn: Board President
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139
Facsimile: 440.337.0002
E-mail: Info@SourcingAlliance.org

b. If to Atrium:

Tammy Johnson
President & CEO
3126 West Cary Street
Suite 727
Richmond, VA 23221
Email: Tammy@AtriumCampus.com

c. If to COLLABORENT:

Collaborent Group, Ltd.
Attn: President & CEO
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139
Facsimile: 440.337.0002
Email: David.Akers@SourcingAlliance.org

APPENDIX B: PRODUCTS & SERVICES; PRICING

The following terms and conditions will apply to any purchase or utilization of the Products & Services from Atrium. This **Appendix B** may be modified and at any time with the mutual written consent of Atrium and Collaborent.

1. Products & Services

- Campus Card Systems
- Cashless Meal Plan Management
- Cashless Declining Balance/Credit Management
- Attendance Tracking
- The following systems when required as part of a cashless campus card system:
 - Point of Sale System
 - Access Control System
 - Laundry Control System
 - Card ID Production System
 - Off Campus Management

The definition of Products & Services may be amended from time to time upon the mutual written agreement of Atrium and Collaborent.

2. Pricing for Products & Services

The discounted base pricing for Products & Services provided directly by Atrium is detailed in **Agreement - Atrium and Sourcing Alliance (Group Purchasing) - 2020.01.01 (Appendix B - Pricing).xlsx**, as may be updated from time to time upon the mutual written agreement, including via email, of Atrium and Collaborent.

The pricing for Products & Services provided by Atrium's partners will be determined on a case-by-case basis for each Participant and calculated at a discount from Atrium's partners' current market pricing.

An individual Participant's pricing for Products & Services may vary based on a wide range of factors in the scope of work, including, but not limited to, the number and type of informational and transactional connections, the number and type of hardware devices, the age and functionality of the Participant's existing Information Technology infrastructure, the complexity of the installation and ongoing provision of service, the number of cardholders, the number and proximity of physical operating sites, the type and functionality of ID cards required, the current state of existing physical access control infrastructure, the range of system functionality required, and the system capabilities selected by the Participant.

APPENDIX C: ATRIUM REPORTING REQUIREMENTS

The following terms and conditions will apply to the reporting of Participants' purchases of Atrium's Products & Services. This **Appendix C** may be modified and at any time with the mutual written consent of Atrium and Collaborent.

1. Monthly Spend/Administrative Fee Reporting & Report Structure.

On or before the 15th of each month, Atrium shall provide reporting (the "**Monthly Spend Report**") regarding Participants' purchases of Atrium's Products & Services in accordance with the template detailed in the Excel file **Operations - Sourcing Alliance Administrative Fee Reporting Structure.xlsx**, which is hereby incorporated by reference.

- 1.1. Participant Information (Columns A – F).** These columns provide information necessary to identify each Participant purchasing Products & Services. In **Column B**, the Participant's affiliation is identified; Participants will either be tied directly to Sourcing Alliance as Sourcing Alliance members, or to an Association Partner if the Participant is a member of an Association Partner. In **Column H**, Atrium includes the customer or account number assigned by Atrium to each Participant.
- 1.2. Participant Spend by Month (Columns I – T).** These columns identify each Participant's purchases of Products & Services ("**Spend**") on a monthly basis throughout the calendar year. The report for January will only include January Spend, the report for February will include both January and February Spend, and so on.
- 1.3. Administrative Fee Percentage (Column U).** The Administrative Fee percentage defined in **Appendix G, Section 1** is included in **Column U**.
- 1.4. Sourcing Alliance Administrative Fees (Columns V – AH).** The actual Administrative Fee calculation based on the Spend by Participant by month is listed in **Columns V – AG**, with the year-to-date total in **Column AH**.

2. CCOG and Collaborent Audit of Atrium Reporting.

CCOG and Collaborent, at their own expense, shall have the right to perform audits of Atrium's Monthly Spend Reports and Administrative Fee payments following the delivery of each report as described in this **Appendix C, Section 1**, including inspection of books, records, and computer data relevant to Atrium's provision of the Products & Services to Participants under this Agreement to ensure that the provisions of this Agreement are met; provided, however, that such audits will be conducted upon reasonable notice to Atrium and as not to unreasonably interfere with Atrium's business or operations.

3. Monthly Prospective Participant Reporting.

On or before the fifteenth of each month, Atrium shall provide Collaborent with a sales pipeline report (the "**Pipeline Report**") that includes the current status of Atrium's sales efforts with each Prospective Participant subject to this Agreement. Atrium and Collaborent utilize best efforts to jointly develop a mutually agreeable reporting structure within sixty (60) days following the Effective Date of this Agreement. The Pipeline Report will include information for each Prospective Participant such as, but not limited to, the contact name, the sales stage, the probability of close, the estimated close date, the estimated annual Spend, the name of the Atrium sales representative assigned to the Prospective Participant, and the last and next step in the process.

APPENDIX D: TRADEMARKS & LOGOS

This Appendix D lists the trademarks and logos subject to this Agreement per the terms of Section 2.6. This Appendix D may be modified and at any time with the mutual written consent of Atrium and Collaborent.

1. Atrium's Trademarks & Logos.

Word Marks:

- Atrium

Stylized Marks & Logos:



2. CCOG's Trademarks & Logos.

Word marks:

- The Cooperative Council of Governments, Inc.
- CCOG

Stylized Marks and Logos:

Not applicable.

3. CCOG's Trademarks & Logos.

Word marks:

- Collaborent Group, Ltd.
- Collaborent
- Sourcing Alliance

Stylized Marks and Logos:



APPENDIX E: ATRIUM CUSTOMER AGREEMENTS

The following documents are hereby incorporated by reference in this Agreement pursuant to Section 2.3 of this Agreement:

- Atrium Software-as-a-Service Agreement

APPENDIX F: ROLES & RESPONSIBILITIES

This **Appendix F** defines the roles and responsibilities of Collaborent and Atrium under this Agreement. This **Appendix F** may be modified and at any time with the mutual written consent of the Atrium and Collaborent.

1. Collaborent Services.

- 1.1. Supplier Sales Representative Training & Support.** Collaborent will develop, subject to Atrium approval, various sales training and marketing collateral. Collaborent will i) conduct periodic sales trainings with Atrium sales representatives assigned to sell Products & Services, ii) provide sales representatives with marketing collateral and sales tools to utilize with Prospective Participants, with particular focus on the procurement process that led to the establishment of this Agreement, the legal ability for Prospective Participants in any state to purchase Products & Services through this Agreement without having to conduct their own bid or RFP process, and the key differentiators in the design of this program with Atrium, iii) attend at least one Atrium company-wide sales and/or leadership meeting per year, and iv) engage with Prospective Participants during the sales process to address questions relating to the procurement process, legal authority to purchase through this Agreement, and program design.
- 1.2. Marketing.** Collaborent will incorporate information about the Products & Services into Sourcing Alliance's website and general collateral materials. Collaborent and Atrium will jointly develop and approve marketing materials to promote the Products & Services, such as website content, brochures and collateral, talking points, press releases, and correspondence. Collaborent will market the Products & Services to Members as part of Collaborent's ongoing marketing activities through Sourcing Alliance; these marketing efforts will consist of a combination of i) general marketing of all SA Products & Products & Services, including Atrium's Products & Services, and ii) marketing of Atrium's Products & Services specifically and/or as part of a package of selected SA Products & Services to targeted Members.
- 1.3. Web-based Document Repository.** Collaborent will establish web-based document repositories for Atrium's management and sales teams and upload legal, operating, sales, and marketing collateral to the appropriate repositories as agreed with Atrium. Collaborent will provide access for Atrium's management and sales teams to the repositories.
- 1.4. eMarketplaces.** Collaborent may establish an eMarketplace for Sourcing Alliance and also provide private label eMarketplaces to Association Partners to offer SA Products & Services to the Association Partners' members. Should Collaborent establish such an eMarketplace, Collaborent will include Atrium's Products & Services in the Sourcing Alliance eMarketplace and the Association Partners' eMarketplaces (subject to the approval of each Association Partner) and incorporate Products & Services in ongoing eMarketplace marketing campaigns to Participants. Collaborent will facilitate a connection between Atrium's online catalogue or hosted catalogue, and/or create and host a landing page in Sourcing Alliance's eMarketplace and the Association Partners' eMarketplaces for Participants to identify and purchase Atrium's Products & Services on the eMarketplaces.
- 1.5. Outbound Call Center.** Collaborent operates an outbound call center (the "**SA Call Center**") that is focused on increasing utilization of SA Products & Services by current and prospective Participants. The SA Call Center is a resource that can be leveraged, by the mutual agreement of Atrium and Collaborent, to qualify prospects and grow Spend.

2. **Atrium Roles & Responsibilities.**

- 2.1. Contact Information.** Atrium will provide Collaborent with the preferred email addresses, phone numbers (office & cell), and mailing addresses for Atrium's sales representatives, and provide updated sales representatives' contact information to Collaborent on at least a quarterly basis.
- 2.2. Training.** Atrium's sales representatives will attend a minimum of two Collaborent training sessions per year.
- 2.3. Schedule of Atrium Meetings.** Atrium will provide Collaborent with a schedule of Atrium's sales and leadership meetings on at least an annual basis.
- 2.4. Sales Leader Engagement.** Atrium will assign a sales leader with authority to make and implement decisions related to the activities conducted by Atrium pursuant to this **Appendix F**. The assigned sales leader and Collaborent's assigned primary point of contact for Atrium will schedule and hold monthly conference calls to maintain consistent and open communication.
- 2.5. Atrium's Sales & Implementation Roles.** Atrium will be responsible for i) training Collaborent team members on Atrium and the Atrium's Products & Services, ii) following up with Prospective Participants to initiate the sales process, iii) managing the implementation and utilization of Atrium's Products & Services for each Participant, and iv) providing, at a minimum, monthly electronic updates by the fifteenth (15th) of each month to Collaborent regarding the sales cycle and implementation status of each qualified Prospective Participant for Atrium's Products & Services.
- 2.6. Marketing.** Atrium will incorporate information about the Products & Services into Atrium's website and general collateral materials. Collaborent and Atrium will jointly develop and approve marketing materials to promote the Products & Services, such as website content, brochures and collateral, talking points, press releases, and correspondence.
- 2.7. eMarketplace.** Should Collaborent establish as eMarketplace as described in **Section 1.4** of this **Appendix E**, Atrium will provide Collaborent with a hosted catalogue or connection to Atrium's online marketplace (punch-out, transparent punch-out) so that Collaborent can establish a landing page for the Products & Services on Sourcing Alliance's eMarketplace and private-label eMarketplaces that Collaborent establishes for Association Partners to offer Atrium's Products & Services to the Association Partners' members.
- 2.8. Training for SA Call Center.** Twice per year at a minimum, Atrium shall provide general sales training on the Products & Services to the team members in the SA Call Center, including, but not limited to, sample emails and voice mail messages, talking points, qualifying questions, and suggested responses to common objections. Atrium shall provide the team members in the SA Call Center with a single point of contact to answer questions about the sale of the Products & Services. Atrium shall work with the team members in the SA Call Center to define a process for the team members in the SA Call Center to transition potential opportunities to Atrium's sales representatives.
- 2.9. Sourcing Alliance Membership Agreement.** Atrium will require each Prospective Participant agree to and sign a Sourcing Alliance Membership Agreement (available online on Sourcing Alliance's website or via email in hardcopy form) if such Prospective Participant becomes a Atrium customer pursuant to the terms of this Agreement.

3. **Campaigns.** On a case by case basis, the Parties will mutually agree to promote Atrium's Products & Services to Prospective Participants. Each such jointly approved promotional effort, whether ongoing during the Term or within specified timeframes, will be considered a "**Campaign.**"

- 3.1. Campaign Plans.** Collaborent and Atrium will be responsible for developing a campaign project plan (a "**Campaign Plan**") for each campaign that identifies: i) the types of Prospective Participants entities that will

be prospected through the Campaign; ii) the Collaborent Services that will be utilized during the Campaign; iii) the Campaign schedule or time line, and iv) the responsibilities of both Collaborent and Atrium for that Campaign. Collaborent will document and submit each Campaign Plan to Atrium for review and written approval (including via email) prior to implementing any Campaign.

- 3.2. **Marketing Materials**. Collaborent and Atrium will jointly develop and approve any Campaign-specific marketing materials, such as website content, brochures and collateral, talking points, press releases, and correspondence that will be used to promote the Products & Services featured in each Campaign to Prospective Participants.
- 3.3. **Collaborent's Campaign Implementation Roles**. For each approved Campaign, Collaborent will be primarily responsible for i) producing and distributing any Campaign marketing materials per the Campaign Plan, ii) training Atrium's sales teams to leverage this already-procured contract for Products & Services with Public Sector Entities and Prospective Participants, and iii) supporting Atrium's sales team in the sales process, including responding to Prospective Participants' questions regarding the procurement process and the prospect's legal authority to purchase Products & Services from Atrium through this Agreement.
- 3.4. **Atrium's Campaign Implementation Roles**. For each approved Campaign, Atrium will be primarily responsible for i) identifying and assigning Atrium sales representatives to Prospective Participants, ii) scheduling training sessions for Collaborent to train assigned Atrium sales representatives, and iii) engaging Collaborent when questions arise regarding procurement processes and Prospective Participants' legal authority to purchase Products & Services through Sourcing Alliance.
- 3.5. **Joint Sales Calls**. If agreed upon by Atrium and Collaborent, each Party will allocate resource(s) to attend joint sales calls on an agreed upon basis to pursue Prospective Participants and joint sales opportunities.
- 3.6. **Reporting**. By the fifteenth (15th) of each month or as otherwise agreed in the Campaign Plan, Collaborent will provide Atrium with a report summarizing Collaborent's activities pursuant to this Agreement for each Campaign that was active during the prior calendar month. By the fifteenth (15th) of each month or as otherwise agreed in the Campaign Plan, Atrium will provide Collaborent with a report summarizing Atrium's activities and the pipeline status for Prospective Participants and the sale of Atrium's Products & Services. Within a reasonable period of time (not to exceed three (3) business days), Atrium shall communicate to Collaborent the successful closing of any Prospective Participant sales opportunities for the purchase of Atrium's Products & Services (including details such as the closing date, term of the customer agreement if applicable, and the estimated annual Spend).
- 3.7. **Cost Sharing**. Collaborent and Atrium will share equally any out-of-pocket marketing costs incurred by Collaborent in implementing any Campaigns (the "**Campaign Costs**"). Collaborent will estimate the Campaign Costs for each such Campaign and provide such estimates to Atrium for review and approval prior to incurring such Campaign Costs. On a monthly basis, Collaborent will invoice Atrium for its portion of Campaign Costs actually incurred during the prior calendar month. Campaign Costs may include, but are not limited to, collateral design, production, postage, and Campaign-associated SA Call Center costs.

APPENDIX G: FINANCIAL TERMS

1. Administrative Fee.

On or before the fifteenth (15th) of each month, Atrium will remit to Collaborent an administrative fee payment (the “**Administrative Fee**”) of three percent (3%) of the total Atrium revenue from the sale of Products & Services i) directly from Atrium, and ii) from an Atrium partner, unless Atrium, an Atrium partner, and Collaborent have mutually agreed in writing, including via email, on a different Administrative Fee rate for sales of that Atrium partner’s Products & Services to Participants (the “**Sourcing Alliance Spend**” or “**Spend**”) invoiced to Participants during the prior calendar month. “Spend” shall mean the cumulative purchases of Products & Services by Participants under this Agreement net of taxes, shipping costs, returns, and credits.

2. Sales Representative Compensation Model.

Atrium will eliminate any penalties, disincentives, or deductions for Atrium sales representatives selling Products & Services to Participants and Prospective Participants as a result of the pricing structure established in this Agreement or the Administrative Fee payments paid to Collaborent for Spend subject to this Agreement. Atrium shall absorb the Administrative Fees “below the line.” Atrium sales representatives will not “add in” additional margin to compensate for or offset the Administrative Fees when developing pricing proposals for Participants and Prospective Participants subject to this Agreement.

APPENDIX H: PRIMARY POINTS OF CONTACT

This **Appendix H** identifies Collaborent's and Atrium's primary points of contact relating to the fulfillment of each Party's respective obligations under this Agreement. This **Appendix H** may be modified and at any time with the mutual written consent of the Atrium and Collaborent.

1. Collaborent's Points of Contact.

| Role | Lead Contact | Title | Email | Direct Dial/Cell |
|---------------------------------|---------------------|----------------------------|--|-------------------------|
| Relationship Manager | Keith McDevitt | VP of Business Development | Keith.McDevitt@SourcingAlliance.org | 216.233.2433 |
| Sales | Keith McDevitt | VP of Business Development | Keith.McDevitt@SourcingAlliance.org | 216.233.2433 |
| Marketing | Ann Csongei | Marketing | Ann.Csongei@SourcingAlliance.org | 216.478.1045 |
| Support Center | John Janota | Support Center Manager | John.Janota@SourcingAlliance.org | 216.478.1046 |
| Reporting & Administrative Fees | Regan Cellura | Manager of Operations | Regan.Cellura@SourcingAlliance.org | 216.478.1060 |
| Contract & Legal Issues | David J. Akers | President & CEO | David.Akers@SourcingAlliance.org | 216.280.5801 |

2. Atrium's Points of Contact.

| Role | Lead Contact | Title | Email | Direct Dial/Cell |
|--------------------------------------|---------------------|--------------------|--|-------------------------|
| Relationship Manager | David McQuillin | VP Sales | davidm@atriumcampus.com | 617-513-3194 |
| Sales | David McQuillin | VP Sales | davidm@atriumcampus.com | 617-513-3194 |
| Marketing | Shannan Hiller | Sales Associate | shannan@atriumcampus.com | |
| Reporting | Steve Gansel | Assistant CFO | steve@atriumcampus.com | (615) 439-0293 |
| Administrative Fees & Other Payments | Steve Gansel | Assistant CFO | steve@atriumcampus.com | (615) 439-0293 |
| Contract & Legal Issues | Tammy Johnson | President & CEO | tammy@atriumcampus.com | (781) 475-6020 |
| Customer Service | Ben Kahoussi | VP Atrium Care | ben@atriumcampus.com | (781) 320-2492 |
| Delivery | Jon Gear | VP Implementations | jon@atriumcampus.com | (937) 896-9040 |
| Account Maintenance | Tammy Johnson | President & CEO | tammy@atriumcampus.com | (781) 475-6020 |

APPENDIX I: PROSPECTIVE PARTICIPANTS

This **Appendix I** identifies Prospective Participants subject to the terms of this Agreement pursuant to **Section 2.7** of the Agreement. This **Appendix I** may be modified and at any time with the mutual written consent of the Atrium and Collaborant. Prospective Participants are listed in the following document, which is hereby incorporated by reference in this Agreement:

- ***Agreement - Atrium and Sourcing Alliance (Group Purchasing) - (Appendix I - Prospective Participants).xlsx***