



ATTACHMENT A

SOURCING ALLIANCE ONE CARD RFP #2019.1

REQUIREMENTS & PROPOSAL SPECIFICATIONS

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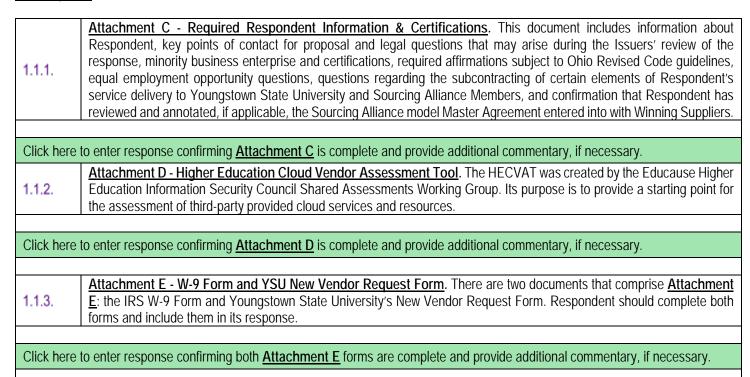




Section 1. Initial Qualifying Criteria

1.1. Completing & Submitting Initial Qualifying Criteria

As described in <u>RFP Section 5 – Criteria for Proposal Evaluation & Selection</u>, Respondent must complete and provide executed originals of the following documents as part of the proposal Respondent submits. <u>The Issuers (Youngstown State University and Sourcing Alliance)</u> will not consider Respondent's Technical and Cost Proposals unless these forms are properly completed and submitted as part of the RFP response.







Section 2. General Guidelines

2.1. Instructions for Completing Attachment A

The specific requirements and proposal specifications for this Program are detailed in this <u>Attachment A - Technical Proposal</u> (<u>Requirements & Proposal Specifications</u>). <u>Attachment A</u> is provided to Respondent in an editable Microsoft Word form so that it can easily serve as the base document for Respondent's Technical Proposal. Respondent should incorporate its Technical Proposal responses directly into this document and include referenced attachments separately. The Issuers have included the Proposal Score Sheet as <u>Attachment G</u> that will be utilized by the proposal review team to score all Technical and Cost Proposals submitted for reference by Respondent.

For sections of <u>Attachment A</u> structured like the example below, simply click in the green cell on the "Click here to enter response" text and either type in or paste (using the Paste Special > Merge Formatting function) your response.

2.1.1.	Describe how your System's Administrator interface is used to manage the System.	
Click here	Click here to enter response.	

For sections of <u>Attachment A</u> structured like the example below, click on the "Yes" checkbox if your solution <u>fully provides</u> the defined requirement. Click on the "No" checkbox if your solution does not provide or only provides part of the defined requirement. The green cell is included for Respondent to include any additional information or capabilities relating to that defined requirement. For example, if your solution i) provides more capabilities around that requirement, ii) meets some, but not all of that requirement, or iii) does not meet the defined requirement, but provides an alternative solution for the Proposal Review Team's consideration, click in the green cell on the "Click here to provide additional commentary, if necessary." text and either type in or paste (using the Paste Special > Merge Formatting function) clarifying or additional information as appropriate.

2.1.1.1.	Allows for creating, editing, and deleting System Administrators.	Yes No
	Click here to provide additional commentary, if necessary.	

2.2. Trade Secrets

Respondent is encouraged to review <u>RFP Section 3.4 - Trade Secrets Prohibition; Public Information Disclaimer</u> in conjunction with developing its response to this RFP. Any information provided by Respondent in its proposals that is not marked as trade secret information shall be deemed to be public records in accordance with Ohio law. Be sure

2.3. Attachments

Respondent may incorporate additional documents by reference as part of its response to Attachment A - Technical Proposal (Requirements & Proposal Specifications). For example, Respondent may want to include brochures, technical specifications, System screen shots, or sample reports in response to specific questions included in this Attachment A. Respondent should clearly state in its response to questions in this Attachment A whether any specific documents are incorporate in that response by reference. Hard copies of any such referenced document should be included in the appropriate section of the printed Technical Proposal response in accordance with the instructions in RFP Section 4.2 - Format for Organization of the Proposal.

The file names of such referenced documents that are included in respondent's electronic Technical Proposal submissions should include, in the following order: i) the Section Number of the question for which the file is included as part of the response, ii) Respondent's name, and iii) a brief description of what is included in the electronic file. For example, if Respondent references an attachment that includes a .pdf with a list of standard reports in response to <u>Section 4.4.1.</u>, the following electronic file name would be appropriate: **Section 2.4.1 - Respondent Name - Standard Reports.pdf**.





Section 3. Respondent Overview & Qualifications

3.1. Company Information

3.1.1. Company Name & Address.			
Company Name:	JSA Technology Card Systems LP (dba 'Atrium')		
Street Address:	3126 W. Cary St. #727		
City, State & Zip Code:	Richmond, VA 23221		
Main Telephone Number:	(800) 403-0210		
Website:	www.atriumcampus.com		

Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.

JSA Technologies has been a leader in the campus card industry for 20 years. JSA Technologies was founded in 1998 with the introduction of StudentLink, the campus card industry's first cloud-based online account management solution. JSA was eventually awarded the patent for this technology in 2004. Today, over 100 of the nation's leading universities and colleges use JSA's campus card technology, including over 1.4 million students, and the company has securely processed over \$2B in financially sensitive transactions without incident.



Campus card management is all we do. We are a private, employee-owned business. We do all our own development and support right here in the USA. Five years ago, a group of universities approached the company to persuade JSA to develop a new campus card system.

We formed a Customer Advisory Board, including card administrators and industry leaders, from institutions large and small, and engaged them in discussion. They told us they wanted an intuitive, modern user interface, accessible anywhere, anytime. They said they wanted to break the shackles of today's proprietary, hardware-based campus systems.

They asked for robust reporting, with point and click tools. They sought security, 100% availability, and connectivity to other campus systems and personal service from seasoned card industry professionals. They were under pressure to do more for less and provide an improved experience for today's students.

We started with a clean slate. We formed a team comprised of highly experienced campus card admins and fused them with talented, young developers steeped in secure, mobile transaction processing technology. We came up with a campus card management solution





	nctionality of traditional systems re-imagined for the Mo ate legal entity, but with majority ownership by JSA Tech	bile Generation. Atrium was born and formally established in 2011 nologies.	
3.1.3. Legal Structure. Check the box next to the option that best describes the company's legal structure. Include requested narrative in the space provided.			
&	Corporation – provide the State of incorporation and the company ownership structure.	Click here to enter response.	
&	Partnership – provide the State of registration and the names of all partners.	Atrium is a Delaware limited partnership. Tammy Johnson DLM Ventures LLC David Johnson V4 Development LLC Ground Zero Media Services, Inc. Ben Kahoussi Jon Gear Nilanjan Saha	
&	Sole Proprietorship – provide the State of registration and the names and titles of all principals.	Click here to enter response.	
&	Joint Venture – provide the State of registration and the names and titles of all principals.	Click here to enter response.	
&	Other – provide detailed description of corporate structure and ownership.	Click here to enter response.	
Financial Strength. Provide three (3) years of company and any parent company financial statements or other documents that speak to the financial strength of the company, such as the most recent Annual Report to Shareholders and 10K Report (if applicable) or audited financial statements, including income statement and balance sheet. Note: you may mark this information as a "Trade Secret" per the terms of RFP Section 5 – Criteria for Proposal Evaluation & Selection and provide your response to this question in a separate, sealed envelope marked on the exterior as "Financial Statements." Any financial information so provided should be included as part of the Technical Proposal.			
Please refe	er to envelope marked "Financial Statements."		
3.1.5.	3.1.5. Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.		
Neither Atr	ium, nor it's parent company, JSA Technologies has bee	en involved in bankruptcy or insolvency in our companys' history.	
3.1.6.	3.1.6. Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.		
Neither Atrium, nor it's parent company, JSA Technologies has been involved in any litigation in our companys' history.			





3.2. General Qualifications

Industry Experience. For how long has your company been in the One Card system and/or related products and services 3.2.1. industry? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from the provision of One Card system and/or related products and services? JSA Technologies, Atrium's majority owner, has been a leader in the campus card industry for 20 years. JSA Technologies was founded in 1998 with the introduction of StudentLink, the campus card industry's first Cloud-based online account management solution. We expanded our offering with Atrium One Card in 2012. Campus card management is all we do, so 100% of our company's revenue is generated from our Atrium One Card system and related products and services. Geographic Reach. Describe your company's service area in the United States (e.g., nationwide, the continental United 3.2.2. States, or specific states or regions). If your company does not currently provide services nationwide, describe your plans/timeframes to achieve nationwide service provision, if applicable. Atrium is a nation-wide company. We have no plans to expand beyond the contiguous United States at this time. Certifications. Describe any relevant certifications held by your company. When did your company initial obtain these 3.2.3. certifications? Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications? N/A Awards. Describe any relevant awards received by your company for its products, services, innovation, and/or operations. 3.2.4. Include information about the issuing organization and the year the award was issued to your company. N/A Public Sector Contract Vehicles. What Public Sector contract vehicles (e.g., state term contracts, General Services Administration schedules, group purchasing organization contracts, etc.) does your company have in place to provide One Card Systems and/or related products and services to public sector entities under an exemption from the standard public 3.2.5. sector bid/RFP process? For each contract vehicle, when was the contract established, what is the expiration date, and is the award sole source or multi-source (i.e., is your company the only supplier for the spending category or are multiple competing suppliers included in the contract vehicle)? Atrium does not have any public sector contract vehicles in place. Public Sector Strategic Growth Plan. Describe your company's three to five-year local government, K-12, and higher education sales objectives and the key elements of your strategic plan to achieve those objectives. What is the total annual 3.2.6. dollar value of your company's revenue that is generated by sales to local governments and educational institutions today? What percentage of your company's total annual revenue is generated by sales to local governments and educational institutions? Atrium's mission is to be a leader of ID card systems to higher education. Ninety-eight percent (99.8%) of our revenues come from the higher education market. Our strategy is to continue focusing on the needs of higher ed by partnering with best-of-breed providers and providing the most modern hosting platform technology and user interface experience. We continue to focus on our value proposition





of "mobile for all users," ease of use for administrators, low cost of ownership, personalized service, and cloud-based with non-proprietary hardware. Our product roadmap is client-driven.			
has an interest in extending your offer to the Inter-University Council of Ohio's Purchasing Group (IUC-PG) membership. This is a courtesy request and there is no obligation to agree to it. It is not part of the University's selection criteria. Should you choose to extend usage, participation in the contract by other IUC-PG members is strictly voluntary on their part, and the University's sole role and responsibility would be to share the contents of the contract with them. In no way must any decision by your company to extend the contract to the IUC-PG members negatively affect the delivery capability, general service level, prices, discounts, product availability, or other contractual obligations to the University. Please indicate in your response package if your company agrees to extend any resulting contracts to include other IUC-PG members who may have an interest in utilizing it and describe any regional or geographic limitations.	⊠ Yes □ No		
Atrium agrees to extend any resulting contract to the Inter-University Council of Ohio's Purchasing Group (IUC-PG) membership who have interest in utilizing our services. Our offer has no regional or geographic limitations within the United States.			

3.3. Mandatory Contract Performance Disclosure

3.3.1.

Pursuant to RFP Section 3.13, disclose whether the your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any "formal claims" for breach of those contracts. For purposes of this disclosure, "formal claims" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims are disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify Respondent from consideration, at the sole discretion of the Issuers, such claims and a review of the background details may result in a rejection of Respondent's proposal. The Issuers will make this decision based on their determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on Respondent's performance of the work, and the best interests of the Issuers.

Neither Atrium, our parent company JSA Technologies, nor our proposed sub-contractors under contract for the provision of services similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts.

3.4. Mandatory Disclosure of Governmental Investigations

Pursuant to <u>RFP Section 3.14</u>, indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Respondent must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against Respondent by the governmental agency. While disclosure of any governmental action will not automatically disqualify Respondent from consideration, such governmental action and a review of the background details may result in a rejection of Respondent's proposal at the sole discretion of the Issuers. The Issuers will make this decision based on their determination of the





seriousness of the claims, the potential impact that the behavior that led to the claims could have on Respondent's performance of the work, and the best interests of the Issuers.

Neither Atrium, our parent company JSA Technologies, nor our proposed sub-contractors has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to our company's performance of services similar to those described in this RFP.

3.5. Customer References

3.5.1.

Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. At least three (3) of these references should be higher education customers. Each reference should include:

- Customer name and location;
- Customer contact person and his/her title, telephone number, and email address;
- A brief description of the products and services provided by your company;
- · Customer relationship starting and ending dates; and,
- Notes or other pertinent information relating to the customer and/or the products and services your company provided.

	UNIVERSITY OF GEORGIA
Institution	University of Georgia (UGA)
Main Address	Terrell Hall Athens, GA 30602 (706) 542-3000
Website	www.uga.edu
Enrollment	40,000
Total Person Profiles	> 82,000 active
Total Accounts (meal, debit, event)	~34
Total Readers	~ 690
Total Connections	14
Status	Went Live June 2017
	Bill McGee Auxiliary Services IT Director
Primary Contact	1088 South Lumpkin St. Athens, GA 30602
- Trimary Somast	Phone No. 706-542-6374 (c: 706-436-6766)
	Email Address: bill.mcgee@uga.edu
Project Description	University of Georgia (UGA) used Blackboard Transact for approximately 18 years. In early 2016 UGA engaged with Atrium. Their goals for a next generation OneCard system included:





	elimination of the proprietary restrictions and inflexibility of their current system
	· lower total cost of ownership
	• meal plan portal to automate their manual 'purchase to billing' work process
	Iris cameras in dining halls to reduce meal plan fraud
	improve support levels
	mp. or o support lorons
	UGA went live with its Atrium UGACard solution in June 2017 and has realized the following benefits:
	Over \$100,000/year in hard cost savings
	Over \$60,000/year in staff efficiencies gained through automating meal plan purchasing and billing
	 Improved dining operations and student experience with faster lines as a result of twenty (20) new Iris scanners
	Reduced burden on campus IT staff
	Improved flexibility and agility through an open, non-proprietary technology platform
	Contract to Go-live in 16 weeks
	The Atrium UGACard solution comprises of over 82,000 active cardholders and fourteen best-of-breed systems, including:
	Twenty (20) new Iris Cameras using Raspberry Pi readers running an Atrium Java App
	Tapingo online food ordering
	Snack and beverage vending
	Banner Student Information System
	PeopleSoft
	WEPA print and copy management
	Follett bookstore
	· ITC kiosk
	UGA Identity Management Single Sign On
	· > 65 campus wide point-of-sale registers
	Atrium Web Reader
	Atrium StudentLink online account management
	· Online Photo Upload
	Atrium StudentLink Online Meal Plan Portal automating the purchase-bill-administer-report work process
	Valid Cloud Based Card Production with MIFARE DESFire EV2 LEAF encoding
	Bluetooth Mobile Credential
Contract Term	5 years
Length of Business Relationship	Since February 2017

	GRCC GRAND RAPIDS COMMUNITY COLLEGE
Institution	Grand Rapids Community College (public institution) – 4 Campuses
Main Address	415 Fulton St E, Grand Rapids, MI
Website	www.grcc.edu
Enrollment	15,000
Total Person Profiles	> 425,000





Total Accounts (meal, debit, event)	~7
Total Readers	~ 450
Total Connections	8
Status	Going Live December 2018
Primary Contact	Nathan Hamilton Director of Academic Applications (616) 234-4591 nhamilton@grcc.edu
	GRCC shows Atrium's ability to provide and implement a true campus-wide campus card management system including a large, new physical access control system under a single Atrium contract.
	GRCC went out to bid and selected Atrium to replace the entire Bb Transact footprint, including a new 400 door S2 Security Physical Access Control System (PACS).
	Atrium has been managing the phased implementation of this new system since summer 2018. Atrium will go 100% live in December 2018.
	The Atrium<>S2 Security connection went live in September 2018. Atrium is the system of record for Access Rights. Access Rights (aka Access Levels) are automatically assigned/revoked by Atrium using a live data feed from PeopleSoft. Through the real-time, web services S2 connection Atrium:
	Creates/updates all cardholders in S2, including access levels and card numbers
	Queries cardholder transaction history to provide a 'single view of the cardholder' through the Atrium 100% browser-based User Interface
Project Description	Atrium Scope:
	Atrium StudentLink Online Account Management Portal
	 New S2 Security 400 Door Access Control with Atrium providing integrated access rights management New Vivonet Cloud Point of Sale (10 registers)
	Follet Bookstore
	PaperCut Print/Copy Management
	Vending (Cellular 4-in-1 Readers)
	 New 40 Parking Gate Readers powered by Atrium Raspberry Pi's running Atrium Java App New ITC Cash Deposit Kiosks (11)
	Atrium Hosted Valid WebLink ID card production system with MIFARE EV1 encoding
	PeopleSoft SIS
Contract Term	5 years with renewal options
Length of Business Relationship	New as of April 2018

	MASON
Institution	George Mason University
	4400 University Drive
Main Address	Fairfax, VA 22030
	(703) 993-1000
Website	www2.gmu.edu





Enrollment	~ 38,000 with four campuses		
Total Person Profiles	> 215,000		
Total Accounts (meal, debit, event)	788		
Total Readers	1,300		
Total Connections	22		
Status	Go Live August 15, 2013		
Primary Contact	Mark Kraner		
Title	Executive Director of Campus Retail Operations		
Address	University Hall, Room 3209 4400 University Drive MS 4A1 Fairfax VA 22030		
Telephone Number	703-993-1784		
E-mail Address	mkraner@gmu.edu		
Secondary Contact	Danny Anthes		
Title	Senior Manager of Information Technology		
Telephone Number	(703) 993-2627		
E-mail Address	danthes1@gmu.edu		
Project Description	Replaced new Bb Windows Transact system. This was a turn-key, single contract fast-track project. Atrium provided all of the ancillary systems and overall project management. Here is an overview of the functional scope: - Atrium with Meal Plans, Off Campus and Deposits (aka StudentLink) - Atrium StudentLink Mobile Responsive Portal with Online Photo Upload CAS Single Sign On Meal Plan Portal - Purchasing + Billing Management - Automated Department Accounting with Banner using General Ledger code mapping - 96 Vending Readers - 20 Atrium Mobile Readers - 5 New Kiosks - 215 New Pharos Off-the-Glass Copy Readers - 30 New Off Campus Readers - Connections: Infor Cloud POS (>70 registers) – Replaced ALL Bb QuadPoint registers summer 2018) Starship Robot Food Delivery USATech Vending Pharos Copy readers RS2 Access Control Barnes & Noble Bookstore Banner SIS Atrium Hosted Datacard Card Production with Automatic ISO number generation RMS Housing Management		
Length of Business Relationship	Laundry 11 years (since 2008)		





	UIC UNIVERSITY OF ILLINOIS AT CHICAGO			
Institution	University of Illinois at Chicago			
Main Address	00 W Harrison St, Chicago, IL 60607			
Website	vww.uic.edu			
Enrollment	> 30,000			
Total Person Profiles	> 100,000			
Total Accounts (meal, debit event)	~ 27			
Total Readers	~ 177			
Total Connections	14			
Status	Live June 2018			
Primary Contact	Mark Kramer Student Affairs Technology (312) 355-3933 mkrame4@uic.edu			
Project Description	UIC used Blackboard Transact for many years. Alrium won a competitive RFP process for a new campus card and POS system. The Atrium Campus Card solution comprises of over 100,000 active cardholders and the following connections:			
Contract Term	7 years			
Length of Business Relationship	New as of April 2018			

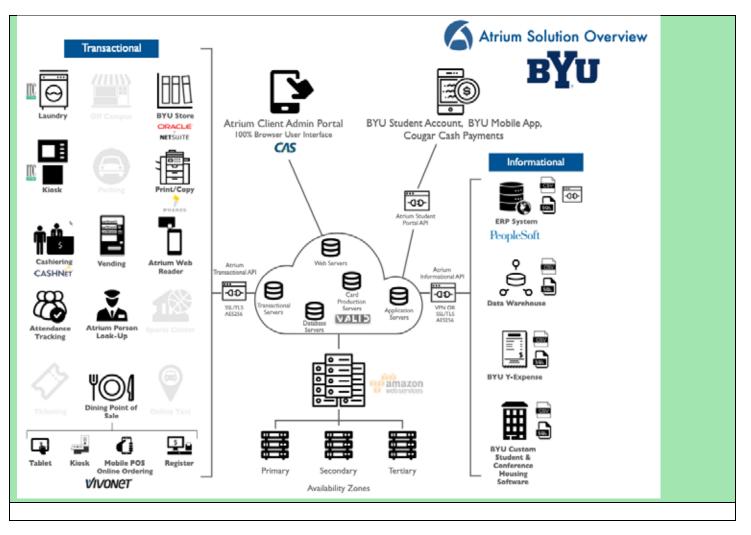




	BYU
Institution	Brigham Young University
Main Address	Provo, Utah, United States
Website	www.byu.edu
Enrollment	> 35,000
Status	Going Live Spring 2019
Primary Contact	Mark Madsen Administrative Solutions Consultant at Brigham Young University (801) 404-1641 mark_madsen@byu.edu
Project Description	 Brigham Young University had been using CBORD CS Gold for > 15 years. BYU went out for RFP in early 2018 for a new campus card system and campus-wide point-of-sale system. After a rigorous, multi-month evaluation process, Atrium was selected and went under contract with BYU in December 2018. Their goals for a next generation One Card system included: Consolidate coordination of campus-wide card operations and services into a single open, non-proprietary platform. Provide a robust, mobile-ready, intuitive platform that increases customer service efficiency for student and student parents. Obtain a product that is both scalable and configurable to support our growth, evolving technology, and changing operating procedures. Perform low-risk implementation that integrates seamlessly and/or replaces current campus tools. Implement a product that meets the University's security and accessibility requirements. The project kicked off in January 2019 and went live in May 2019. The scope of the project is summarized in the drawing below and includes the wholesale replacement of BYU's existing MICROS point-of-sale system (> 100 registers + new kiosks).
Contract Term	5 years
Length of Business Relationship	From December 2018







3.6. Insurance Coverage

3.6.1.	General Liability, Property & Automobile Insurance – Youngstown State University. If Respondent is selected as the Winning Supplier, during the term of any agreements between the Respondent and YSU, and for two (2) years following expiration or termination of such agreements, Respondent, at its own expense, will maintain and will require that its agents, subcontractors, or suppliers engaged in Respondent's performance of its duties under such agreements, maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amounts referenced in YSU's Insurance Coverage Limits Required document.) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under such agreements. Confirm that your company either a) has, or b) will purchase insurance coverage as described herein.	⊠ Yes □ No
	Atrium fully meets the insurance requirements as stated in YSU's Insurance Coverage Limits Required document.	
3.6.2.	General Liability, Property & Automobile Insurance – Sourcing Alliance. If Respondent is selected as the Winning Supplier, during the term of any agreements between the Respondent and Sourcing Alliance, and for two (2) years following expiration or termination of such agreements, Respondent, at its own expense, will maintain and will require that its agents, subcontractors, or suppliers engaged in Respondent's performance of its duties under such agreements, 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	⊠ Yes □ No





	expenses arising out of its performance under such agreements. Confirm that your company either a) has, or b) will purchase insurance coverage as described herein.	
	Atrium fully meets the insurance requirements as stated in YSU's Insurance Coverage Limits Required document.	
3.6.3.	General Liability, Property & Automobile Insurance – Sourcing Alliance Members. If Respondent is selected as the Winning Supplier, during the term of any agreements between the Respondent and a Sourcing Alliance Member participating in the Program, and for two (2) years following expiration or termination of such agreements, Respondent, at its own expense, will maintain and will require that its agents, subcontractors, or suppliers engaged in Respondent's performance of its duties under such agreements, 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 such agreements. Confirm that your company either a) has, or b) will purchase insurance coverage as described herein.	⊠ Yes □ No
	Atrium fully meets the insurance requirements as stated in YSU's Insurance Coverage Limits Required document.	
3.6.4.	Employee Dishonesty – Sourcing Alliance Members. The Winning Supplier shall be held fully liable for any and all dishonest acts of its employees and/or its subcontractor's employees. Coverage must be provided for Third Party Employee Dishonesty, covering all employees and all officers of your company and any subcontractors, in an amount not less than \$100,000 per occurrence. Confirm that your company either a) has, or b) will purchase insurance coverage as described above covering all employees and all officers of your company, in an amount not less than \$100,000 per occurrence for each Sourcing Alliance Member utilizing the Program.	☐ Yes ☐ No
	Click here to provide additional commentary, if necessary.	
3.6.5.	Third Party Employment Practice Liability – Sourcing Alliance Members. The Winning Supplier shall be held fully liable for any and all employment practice acts of its employees and/or its subcontractor's employees, such as, but not limited to, sexual harassment and discrimination. Coverage must be provided for employment practice liability, covering all employees and all officers of your company and any subcontractors, in an amount not less than \$1,000,000 per occurrence. Confirm that your company either a) has, or b) will purchase insurance coverage as described above covering all employees and all officers of your company, in an amount not less than \$1,000,000 per occurrence for each Sourcing Alliance Member utilizing the Program.	☐ Yes ☐ No
	Click here to provide additional commentary, if necessary.	

3.7. Contracting for Services

Once a Sourcing Alliance Member decides to accept your company's proposal for services as described in this RFP, what is the process for the member to become a customer? Does your company have standard customer agreements? If so, please provide copies of any standard customer agreements. What is the process for reviewing, negotiating, and finalizing any customer-specific contract terms or requirements? Approximately how long does the contracting process take to complete (i.e., secure a fully executed contract document)? What is the typical term length of your customer agreements?

Atrium has a standard Service Agreement. Once a Sourcing Alliance Member has accepted Atriumn's proposal for services, Atrium will provide a Service Agreement with the Statement of Work and Pricing Agreement specific to that Member. The Sourcing Alliance Member may then review and provide any requested edits to the Agreement. The process for a fully executed contract is variable depending on the volume of requests for edits to the Agreement, but typically can be accomplished within one or two weeks. Once all





terms are mutually agreed upon, Atrium will send a Service Agreement with all agreed-upon terms to the Sourcing Alliance Member for a digital signature. Atrium will then counter-sign. Atrium's typical Service Agreement is five years.

Please refer to Tab 4 'Section 3.7.1 – Atrium - Statement of Work (SOW) Example.'





Section 4. Product/System Features & Functionality

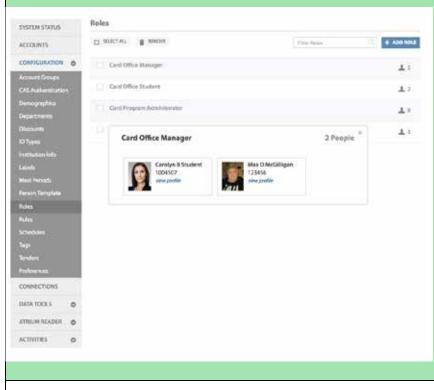
4.1. System User Interface (Administrators)

4.1.1. Describe how your System's Administrator interface is used to manage the System.

The **Atrium Admin Portal** is a point-and-click configurable browser-based web user interface where Client Admins administer the systesm; define security roles; access, modify, and delete cardholder information; set up meal plans; run reports; define access privileges; etc. The Atrium Admin Portal is accessible on any modern web browser on any device, including mobile devices, desktop computers, laptops, smart phoes, and tablets.

Atrium has an extremely granular, two-tier Admin permissions management system:

- The ROLE defines the scope of what Admins can create/edit/view/delete.
- The DEPT defines the scope of information accessible by Admins via the user interface and reporting (e.g. report type, account, location, reader, tags, demographics, access groups, labels, etc.).



Roles and Departments are configured through the Atrium Admin Portal (100% browser-based). The Atrium Project Manager will configure these working with client personnel during implementation. AtriumCare personnel are available to support post implementation as needed.

A client Atrium Admin can be assigned multiple Roles and Departments. This construct allows an extremely granular control over permissions throughout the system. The client Super Admin is in control of the configuration and assignment of these permissions. This includes add, change, delete System operators (Admins). Operators can be authenticated using either username/password with 2FA and/or the college single sign on credential.

For example, if an Admin is only allowed to access one report for three dining locations for one account for charge-only transactions, Atrium can be easily configured by the SuperAdmin to provide this limited access.

4.1.2.	Upon termination of the contract, Supplier shall, at Client's request and at no additional cost, return Client's data in CSV or tab delimited text format within 30 days of contract expiration or termination of any kind.	⊠ Yes □ No
	Upon termination of contract, or at any time as the Client may so request, the receiving party (Atrium) will return or destroy the the Client's data as directed by the Client (e.g., CSV or tab delimited text format).	
4.1.3.	Which of the following Administrator interface capabilities are provided by your System?	
4.1.3.1.	Allows for creating, editing, and deleting System Administrators.	✓ Yes
	Client SuperAdmins have the ability to create, edit, or delete System Administrators.	





4.1.3.2.	Allows for creating Administrator permissions both individually or based on group membership and the applicable group permissions.	⊠ Yes □ No
	Please refer to 4.1.1. Administrator permissions may be set up both individually or based on group membership with the applicable group permissions. This is done through the Atrium Admin permission management system.	
4.1.3.3.	Enables Administrator permissions to be created individually or based on group membership and the applicable group permissions.	⊠ Yes □ No
	Please refer to 4.1.1. Atrium enables the creation of Admiistrator permissions individually or based on group membership and the applicable group permissions.	
4.1.3.4.	Provides detailed guidelines for Administrators defining the process of creating or configuring system functions.	⊠ Yes □ No
	Atrium provides detailed guidelines for Administrators to create and administor Atrium system functions. While a complete user's guide and knowledge base is built into the user interface, clients such as Rutgers University tell prospective Atrium clients that they learned Atrium in less than a day without using the user's guide. Training is included in the Atrium implementation and Atrium provides free additional training as needed throughout the lifetime of the contract.	
4.1.3.5.	Allows for an unlimited number of Patrons.	
	Atrium supports an unlimited number of patron accounts.	
4.1.3.6.	Supports, reads, and stores multiple identifier numbers, such as SIS number, prox, MiFare, and HID.	
	Atrium supports, reads, and stores an unlimited number of ID types including mag stripe, MIFARE Classic/DESFire, HID ICLASS, barcode, Iris, Fingerprint, NetID, Driver's License, and Mobile Credential (NFC/BLE). Atrium provides a SINGLE view of each cardholder and using a unified, secure, cloud-hosted database to store ALL cardholder and system data.	
4.1.3.7.	Offers an unlimited number of debit/credit, meal plan, stored value, declining value, bonus declining dollars, discretionary declining dollars, privileges, access rights, and activity/event accounts.	⊠ Yes □ No
	Atrium supports an unlimited number of accounts, including debit/credit, meal plan, stored value, declining value, bonus declining dollars, discretionary declining dollars, privileges, access rights, and activity/event accounts, all with high degrees of configurability.	
4.1.3.8.	Offers an unlimited number of tenders with unlimited accounts per tender.	⊠ Yes □ No
	Atrium supports creation of an unlimited number of tenders (e.g., cash, credit, debit, campus meals, campus debit, campus credit, etc.) with unlimited accounts per tender.	
4.1.3.9.	Supports an unlimited number of locations with differing uses and configurations. Provide details about these System capabilities in the green comment box immediately below.	⊠ Yes □ No
	Atrium is designed with the flexibility to support multiple locations and/or campuses and has several clients with multiple locations where card system infrastructure, requirements, etc. differ amongst the locations. Atrium allows for an unlimited number of accounts and connections, of which can be partitioned to only applicable campuses. Additionally, Administration can be limited to specific locations, connections, or any other element required.	
4.1.3.10.	Provides the ability for Administrators to add and configure System locations based on function and use.	
	Client Atrium Administrators use the Centralized Admin Panel to configure system locations based on function and use, including authorized users, permissions, accounts, tenders, modes, transaction types, theming, activation/expiration dates, and more.	
4.1.3.11.	Provides the ability to search for Patrons using a wide array of search parameters based on Patron attributes.	⊠ Yes □ No
	Atrium provides the ability to search for Patrons using a wide array of search parameters.	
4.1.3.12.	Provides data archiving and retrieval. Provide details about these System capabilities in the green comment box immediately below.	⊠ Yes □ No





	Even after six years at our largest clients, Atrium has not had the need to archive transactional data. In fact, Atrium is delivering sub-second transaction performance without the need to archive transactional data. Of course, Atrium can archive data and we work with each client individually to determine when/if they wish to use archiving and retrieval.	
4.1.3.13.	Enables Administrators to design plans from the host or remote workstations via simple menu choices without special programming.	⊠ Yes □ No
	 Atrium is designed to meet the meal plan requirements of any campus and can easily meet YSU's meal plan requirements. Atrium provides an unlimited number of meal plans with high degrees of configurability. These include time/place restrictions, auto-resets, daily and transactional limits, meal period restrictions, reuse delays, exceptions handling, online/offline credit limits and tags for enhanced reporting. Atrium supports individual cardholder/patron credit limits. Each meal plan may consist of multiple block/token and debit/credit accounts. One of our clients has over 650 accounts given their extensive meal plan program and department accounts. Atrium Meal Plans support guest accounts, shared accounts, and proration on changes. 	
	 Atrium powers the campus card programs of campuses which use Sodexo, Aramark, Compass Group, Bon Appetit, and others, as well as those that self-operate their dining operations 	
	Everything in Atrium is point-and-click configurable, and accessible from any connected pc, mobile device, or tablet.	
	Atrium Online Meal Plan Portal (MPP) Atrium noted there was no requirement for a Meal Plan Portal to automate the meal plan selection, enrollment/change, billing, and enforcement business process. Atrium believes there is SIGNIFICANT VALUE to be provided through the Atrium StudentLink Meal Plan Portal (MPP). University of Georgia redeployed one full-time equivalent employee using MPP, while improving student services.	
	Atrium has extensive experience in providing scalable meal plan purchasing and billing management solutions. Several clients use our MPP, including James Madison University, MIT, California Polytechnic State University, Oregon State University, University of Georgia, and George Mason University are all users of this MPP.	
	New York University (NYU) uses our MPP for more than 60,000 students and employees worldwide to enroll, change and drop meal plans based on configurable rules governing participation and changes (including proration).	
	Atrium StudentLink Meal Plan Portal provides the following capabilities: • Enables students and employees to initially purchase, change and drop meal plans, based on client-specific rules, through Atrium StudentLink.	
	 Accessible for users with disabilities. Atrium Meal Plan Portal imports person attribute data from Banner, other external systems, flat files, etc. and uses configurable rules to automatically classify cardholders into Participant Groups. Atrium Person Tags are assigned/revoked using Atrium Data Tools point-and-click configurable rules. For example, IF Currently_Enrolled=Y AND Residence_Hall=Smith AND 	





	Year=1 THEN assign Atrium Tag=First Year Resident. Participant Group rules include: Eligible Meal Plans, Pricing and Proration, Scope (ability to add, change, drop).	
	Cardholders log into the mobile responsive Atrium Meal Plan Portal using the Client's Single	
	Sign On (SSO) authentication (e.g. Shibboleth, CAS, LDAP, etc.). If they already have a meal plan, they will see their plan, remaining balances, and recent transactions on the Atrium StudentLink landing page.	
	 Cardholders click on 'Choose A Meal Plan' menu option and are presented with their meal plan options based on Participant Group and Global rules. Global rules apply to all Participant Groups and control such behavior as the opening day of the Meal Plan Portal, the last day meal plan changes are allowed, how frequently cardholders may make meal plan changes, etc. 	
	 Cardholder meal plan changes are updated instantaneously in Atrium, giving the cardholder immediate access to their meal plan. Atrium documents all from/to changes for audit trail purposes. Atrium Tags are assigned/revoked to reflect the cardholder's current meal plan. 	
	 Student cardholder meal plan transactions are automatically exported to the Student Information System (SIS), if the Client allows charges to the student account, via direct database or flat file (FTP or sFTP) on a configurable frequency. 	
	 Employee cardholder meal plan transactions are automatically exported to the Employee Information System (EIS), if the Client allows payroll deduction, via direct database or flat file (FTP or sFTP) on a configurable frequency. 	
	 The client's Atrium Admin(s), supported by AtriumCare specialists, configures the meal plan rules enforced by the Meal Plan Portal and can affect manual cardholder changes as necessary. Atrium trains the Client on how to configure these rules. After the Go Live, AtriumCare provides 4 person-hours to assist the Client with required changes to the Meal Plan Portal rules, after which such time will be billed at Atrium's standard hourly rates. 	
	Meal Plan Portal supports student account (bursar), credit/debit and ACH payment method.	
	 Parents may purchase a meal plan for students, provided the student has granted them account access. 	
	 Cardholders may purchase meal plans for current and future semesters. 	
	 Atrium provides a rich set of configurable parameters to enforce business rules around prorations, change periods and more. 	
	Provides web browser and mobile full administrative access without requiring the installation of administrator software on a Client machine. Minimally, mobile administrative access should include:	
	i. Retrieval of automatically generated and stored reports	
	ii. Ability to generate ad-hoc reports.	
4.1.3.14.	iii. Patron lookup.	⊠ Yes □ No
	iv. Access assignments (such as add, edit, and delete access assignments, schedules, and calendars).	
	v. Display emergency messages.	
	<u>Provide a complete list of all system functions that are accessible through the System's web-based or mobile interfaces in the green comment box immediately below.</u>	
	Everything in Atrium is point-and-click configurable and accessible, with proper permissions, from any conntected pc, tablet, or mobile device. This includes retrieval of automatically generated and stored reports, ability to generate ad-hoc reports, patron lookup, access assignments, and more.	
4.1.3.15.	Enables Administrators to display emergency messages system-wide, at individual locations, or at groups of locations (e.g., one or multiple point-of-sale locations).	☐ Yes ⊠ No





Atrium client admins/users can input and display multiple messages. Emergy messages system-wide, at individual locations, or at groups of locations (e.g., one or multiple point-of-sale locations) is on our development roadmap.

4.1.3.16. Includes API support for multiple web services such as XML, JSON, REST, SOAP, CSV, C++, and JS.

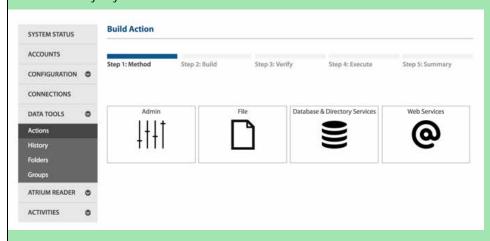
Atrium Data Tools and **Atrium APIs** (Transactional and Informational) provide the ability for Atrium to integrate with any non-proprietary system, without the need for custom programming, and supports the following communications constructs:

- flat file
- direct database (SQL)
- web service (SOAP/XML/JSON)
- LDAP (active directory)

Atrium Data Tools

Atrium Data Tools, a core system component, provides a powerful, yet easy to use and schedulable capability to implement bulk changes, import and export data from ANY external systems such as SIS/ERP (e.g., PeopleSoft, CAMS, WorkDay), Door Access Control (e.g., S2, DSX, Honeywell EBI Access Control, HID, Avigilon Access Control, RS2, etc.), Housing Management (StarRez) and other campus systems, card production (e.g., IDMS, HID Asure ID, etc.), including configurable rules and actions. No custom scripting is required. Everything is point-and-click configurable through the Atrium Admin browser-based web user interface.

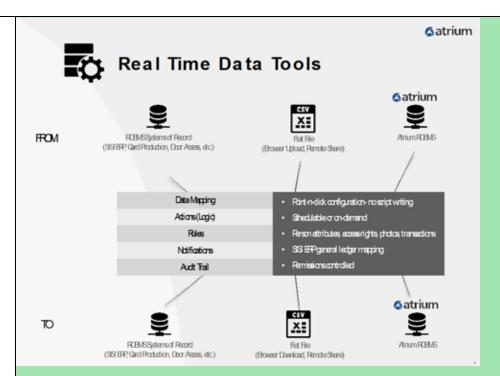
Data Tools supports flat file import/export, direct database import/export, web service, active directory, and admin-configured mass actions. Data Tools supports CIFS mounts, SFTP and SCP with or without shared security keys as mechanisms to send/receive files.



Data Tools provides the ability to map fields, configure logic, apply rules, and set notifications (e.g., send email alert in the event the action does not run properly), all while providing a complete from/to audit trail. Once configured, Data Tools Actions may be run on demand and/or scheduled for automated operation.







While Atrium easily supports flat file imports/exports, most Atrium clients to date, including those using Banner, CAMS, PeopleSoft, WorkDay, and Jenzabar SIS, have opted to use direct database communications given its inherent advantages in terms of security, speed, and configurability. In this scenario, data tables/views are typically set up with read-only access. Atrium supports an advanced mode where power users can use SQL.

In addition to data import, Atrium can export a wide range of information to external systems such as PeopleSoft, Banner, CAMs, and WorkDay. For example, transactions for any/all accounts can be mapped to general ledger accounts in PeopleSoft and automatically posted to a temporary table, including revenue-based department accounts. These can then be reviewed/approved by Finance/Accounting before posting. Photos can also be exported either as BLOBs or files.

Atrium APIs

Atrium also has open, well documented RESTful Transactional and Informational APIs. The Informational API is used by many clients to provide campus card information into their student portal.

Atrium is based on state-of-the-art open, web technology with Apple usability standards. Atrium is cloud-based and non-proprietary and connects to anything from dining point of sale to ticketing to off-campus merchants to parking and more. We do not make or white-label hardware. We work with our clients to pick the best-of-breed solution for each area of need. We have an open API, and a library of over 90 connections based on this API, and the list continues to grow.







Below is a sample list of add-on, optional Atrium connections:

DINING POINT OF SALE Infor Cloud POS	COPY/PRINT Pharos	OFF-CAMPUS Verifone	Рното
(Vivonet)	PaperCut	DishOut	SnapGen
Appetize (in progress)	GoPrint	Tapingo	SIS
Catapult (in progress)	Equitrac	Apriva	Banner
NCR Aloha	WEPA	Castles	Peoplesoft
Clover	Pcounter		WorkDay
Micros	ITC copy reader	ONLINE ORDERING	Jenzabar
Prism rbs	Jamex copy reader	Tapingo	Powercampus
Agilysys (in progress)		DishOut	Colleague
Bypass Mobile	VENDING	SplickIt	Odyssey
Atrium Reader	USATech ePort	Maegan	
Atrium Mobile Reader	(cellular)	Boost	RESIDENCE
	ITC (hardwire IP)	Bite	StarRez
Physical Access	MEI/Apriva (cellular	Appetize (in	RMS
S2	and hardwire IP)	progress)	Adirondack
RS2	Apriva gateway		
C*CURE	USATech gateway	BOOKSTORE POS	CARD PRODUCTION
Lenel		Barnes & Noble	Valid
DSX	Activity Readers	Follett	HID Asure ID

Atrium Web Reader

ITC netZtouch

Castles

PremiSys

Honeywell

Salto

MBS

Nebraska

Bookstore

Datacard

Card Exchange

Epi Suite





	Persona	Raspberry Pi	Neebo	Lenel	
	Pinnacle	Android Tablets		DSX	
	Genetec	iOS devices	LIBRARY	IDenticard/PremiSys	
			Voyager	IDMS Vision	
	Laundry	Kiosks	EnvisionWare		
	ITC Laundry Master	ITC			
	WashAlert	Jamex	Parking		
	Heartland Laundry		Flowbird		
			ParkMobile		
			T2 (in progress)		
4.1.3.17.	Creates multiple Administra	ntor-defined fields.			⊠ Yes □ No
	Atrium supports an unlimite	ed number of Account, F	Place, and Reader Tags/o	client-defined fields.	
4.1.3.18.	Offers customizable heade	rs and colors at the Adn	ninistrator level.		⊠ Yes □ No
				g, including YSU's logo and	
				erms of terminology and the	
	number and type of accoun	ts, person attribute nan	nes, etc.		
4.1.3.19.	Logs changes by anyone m	naking System edits.			Yes No
	Atrium maintains a complet	e from/to audit trail of a	ll system changes.		
4.1.3.20.	Offers the ability to manual	ly generate the full array	y of transaction types thro	ough the user interface.	
				y generate the full array of	
				ser interface. For financial	
				Il transaction types (deposit,	
	charge, refund, reversal, tra		•		
4.1.3.21.				utomatic basis from various	⊠ Yes □ No
	Client systems (i.e. add a li				
	Atrium Data Tools suppor		• • • • • • • • • • • • • • • • • • •	xport, web service, active nounts, SFTP and SCP with	
	or without shared security k		• • • • • • • • • • • • • • • • • • •	IDUITIS, SETP ATTU SCP WILLT	
	or without shared security is	cys as mechanisms to	SCHU/TOCCIVE HICS.		
	Atrium Data Taala musuida	a tha ability to man field	da aanstauwa laata anni	wiles and est matifications	
				rules, and set notifications	
				while providing a complete emand and/or scheduled for	
	automated operation.	Jilligarca, Data 10013 A	clions may be full on ac	chiana ana/or scheduled for	
	automatou oporationi				
	While Atrium easily sunnor	ts flat file imnorts/exnor	ts most Atrium clients to	date, including those using	
				t database communications	
				ility. In this scenario, data	
	tables/views are typically se			,	
44200	Provides Administrators th	ne ability to see errors	on transaction data as	s it happens (such as live	Non DN-
4.1.3.22.	monitoring of denied or suc				∑ Yes ☐ No
				Atrium denies transactions.	
		lso provides a real-time	e transaction monitor cle	arly showing approved and	
	denied transactions.				
4.4.0.00		. ,	3	vell as special schedules for	
4.1.3.23.	end of semester operation			accounts and access on a	⊠ Yes □ No





Atrium Schedules allows daily, weekly, and monthly schedules, as well as special schedules for end of semester operations to be configured. Atrium Schedules supports Timetable and Event schedule types. Schedules are easily created/edited by operators/admins (with the proper permissions) through the Atrium Admin browser-based User Interface. The user experience is like creating schedules in Apple or Google applications. Once configured these schedules are usable for a variety of functions within Atrium, including meal periods, reports, account resets, and Data Tool actions. See below screen captures for examples of Atrium Schedules. Once configured, these schedules can be applied to Account Resets, Reports, and Data Tools for automation purposes. Schedules 1 CS AN Approprie Allows Administrators to easily add, change, and delete Patrons and Patron information individually and 4.1.3.24. by group as necessary, including both manually and by batch import. Atrium client admins can add, change, and delete Patrons and Patron information individually through the 100% browser-based Atrium Admin Portal or in groups via Atrium Data Tools or via Atrium API. These changes are subject to Atrium's two-tier Roles and Departments permission system, which control what client admins are able to view, create, edit, and delete within Atrium. Has the ability to track Patron accounts by student specific ID number and ISO (Bank Card) number. (It 4.1.3.25. should be possible, for example, to track a cardholder account by both numbers simultaneously, even if the ISO number has changed several times in the event of the replacement of lost or stolen cards). Atrium can track patron accounts by any record ID, including student ID and ISO number, including both numbers simultaneously. Because Atrium maintains a record of all changes, Atrium can search on previous ISO numbers as well. Enables Administrators to add, delete, reinstate, and change a Patron's access, account, plan, and 4.1.3.26. authorizations.

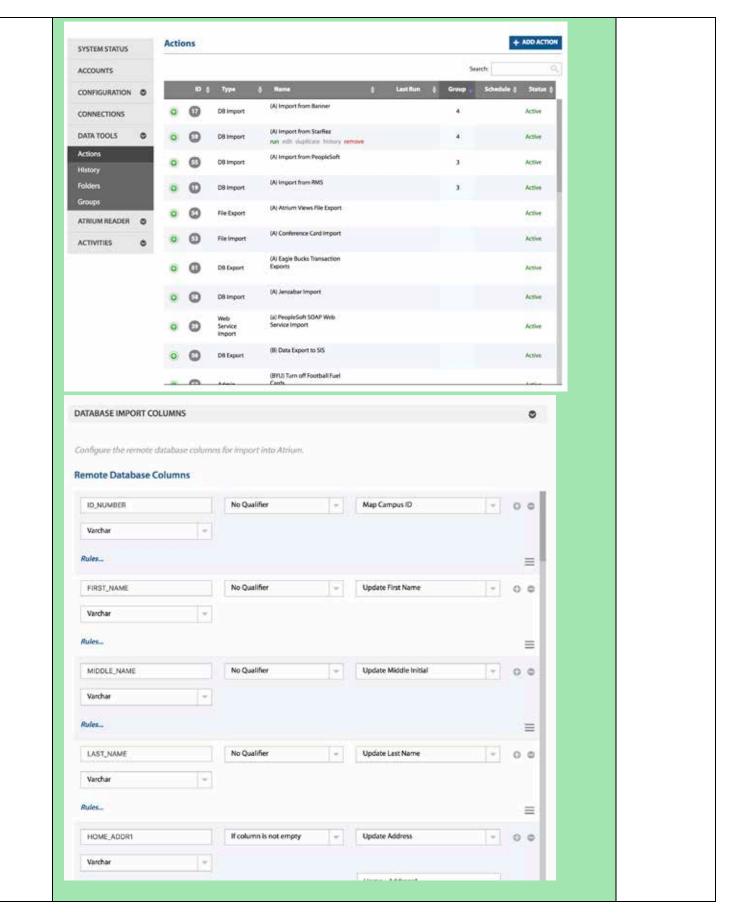




	With the proper permissions, Atrium Client Admins can add, delete, reinstate, and change a Patron's access, account, plan, and authorizations. This can be done by any web-connected pc, tablet, or mobile device.			
4.1.3.27.	Enables Administrators to approve photos uploaded by Patrons before photos are authorized for use.			
	Atrium Online Photo Upload allows cardholders to upload photos from their mobile devices and computers.			
	 Uploaded photos are queued for manual Admin review and approve. 			
	Cardholders are then notified of the status of their photo.			
	 Approved photos are immediately stored on the client's file share and/or card production database. 			
4.1.3.28.	Allows for setting up a variety of Patron account templates. Respondents should describe this capability in detail and provide examples of their systems ability to provide this functionality.	⊠ Yes □ No		
	Atrium allows for an unlimited number of configurable Patron account templates. Atrium StudentLink and Atrium Admin are customizable in terms of terminology and the number and type of accounts, person attribute names, etc. Atrium StudentLink, the cardholder facing component of Atrium, is also extremely configurable, customizable, and extensible. It was designed to be the entire campus card website, not just a portal for deposits. In this respect it is like a content management system. Additional web pages are easy added and customized using HTML and CSS. Please see below for Atrium Data Tools screen shot examples. **SYSTEM STATUS** **Build Action** **STEM STATUS** **STEM STATUS** **STEM STATUS** **Admin.** **Admin.** **Index Status			







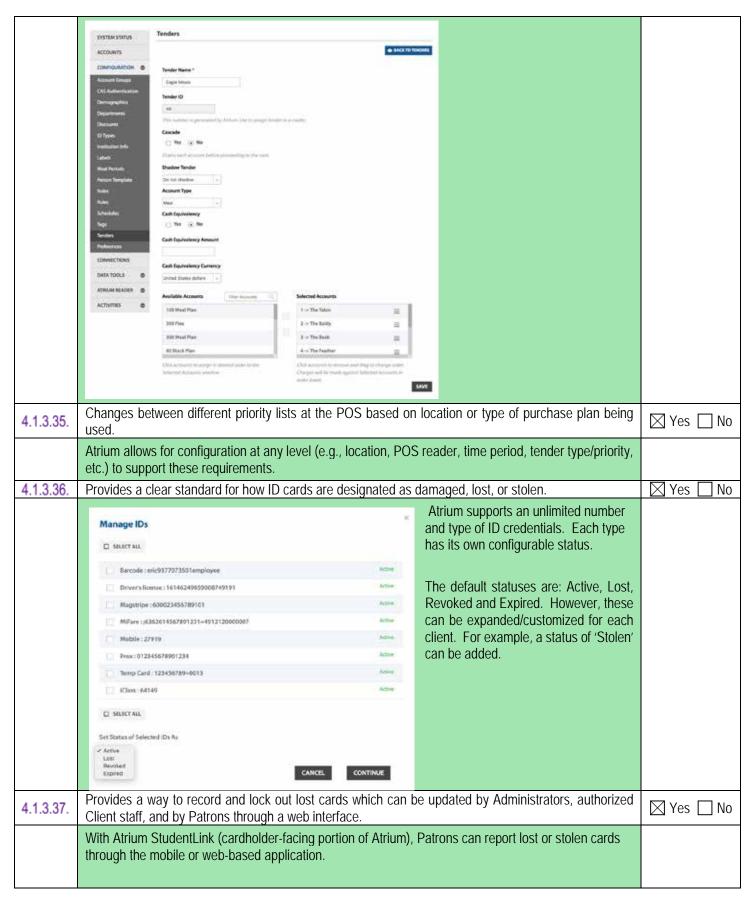




4.1.3.29.	Links Administrator-defined groups of privileges to specific plans, to assign privileges to Patrons in any combination by individual or group, to "chain" activities so cashiers and/or checkers do not need prior knowledge of plan or activity.	⊠ Yes □ No
	Atrium supports an unlimited number and type of Meal Plans. An Atrium Meal Plan can be comprised of an unlimited number and type of accounts, including meal, debit, and attendance – "packaged." Guest accounts with shadow tenders are also supported. Atrium Meal Plans can be configured to have opening balances upon assignment and accommodate	
4.1.3.30.	prorated changes for when cardholders change meal plans. Provides for group or role-based assignments.	⊠ Yes □ No
4.1.3.30.	Any Atrium cardholder attributes (e.g., Label, Tag, Demographic, Access Group, etc.) can be used as a group or role-based attribute for the purpose of categorizing cardholders and use to automate actions such as account assign and revoke, etc. This capability is called Eligibility Groups in Atrium Activities where it is used to determine who is authorized to attend events.	M res NO
4.1.3.31.	Enables management of flags or filters to apply business rules for privileges.	∑ Yes ☐ No
	Any Atrium cardholder attribute (e.g., Label, Tag, Demographic, Access Group, etc.) can be used as part of business rules to automate the assigning and revoking of privileges.	
4.1.3.32.	Allows Administrators to configure multiple transaction discounts for custom specified plans, locations, and/or activity types.	⊠ Yes □ No
	Atrium supports an <i>unlimited</i> number of Discount/Bonus rules. Atrium Reports provides the ability to report on these parameters.	
4.1.3.33.	Enables the application of discounts by multiple types. For example, by plan, location, Patron type, card range, or on a defined schedule.	⊠ Yes □ No
	Atrium supports unlimited and highly configurable discount types, including by plan, location, patron type, card range, and on a defined schedule.	
4.1.3.34.	Provides for multiple transaction types and priorities at the point of sale to determine which purchase plan to use and/or discount to apply based on location. Provide an explanation as to how these functions are accomplished in the green comment box immediately below.	⊠ Yes □ No
	Atrium Tenders provides these capabilities, including the ability to:	
	 completely drain each account in cascading sequence or require the entire amount to be taken from a single account 	
	configure a shadow tender	
	configure a meal equivalency value	







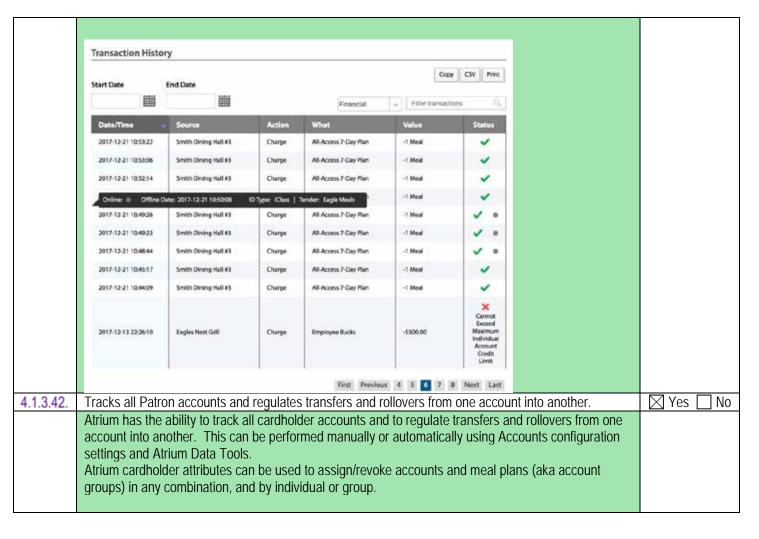




	Through Atrium's Admin Portal, client Administrators have the ability to instantly deactivate the entire profile of a cardholder in the event of a lost/stolen scenario or possible disciplinary action. Client Administrators can easily issue a replacement card for the cardholder, or even a temporary card to a cardholder that assumes all the rights and privileges of the cardholder for a defined period.			
4.1.3.38.	Includes a clear process for the activation of expired cards, setting personal credit limits, and activation of suspended cards.		⊠ Yes □ N	0
	All Atrium accounts can be configured for credit with individual and global cardholder credit limits, and all accounts have activation date, expiration date and status. These are configured by the Client Admin using Atrium Data Tools, and can be done so individually or in bulk. Atrium Data Tools can be set on any configurable schedule for automated operation.			
4.1.3.39.	Enables instant deactivation of the entire profile of a Patron in the event of a lost/stolen scenario or possible disciplinary action.		⊠ Yes □ N	Ю
	Atrium provides this capability through any web-browser based device, including smart phones. Cardholders typically report their cards lost/stolen through Atrium StudentLink.			
4.1.3.40.	If the System is offline, allows Patron account balances to go negative (Client-controlled parameter) when uploaded logged transactions exceed amount in account.		⊠ Yes □ N	0
	Atrium supports UNLIMITED, MULTIPLE accounts per cardholder with links between the account for transfer of funds, and Atrium allows accounts to be configured to run negative up to account and/or individual cardholder credit limit. With Atrium StudentLink, cardholders can which account will receive the deposit, including automatic deposits.	to a global		
	Can Account Go Negative Due To Online Transactions? • Yes No Maximum Overdraft Allowed (Enter Positive Number)			
	Can Account Go Negative Due To Offline Transactions? • Yes • No			
	Maximum Overdraft Allowed (Enter Positive Number)			
	Atrium Accounts can be configured to go negative, or not to go negative, with a maximum a Atrium Admins can override the Account configurations and drive an account negative.	allowed limit.		
4.1.3.41.	Stores offline transactions and processes them when the System comes back online.		⊠ Yes □ N	lo
	POS devices, with the exception of cellular vending readers, have the ability to operate in a if Internet connectivity to Atrium is lost. When connectivity is restored these transactions Atrium for processing. The transactional endpoint must support offline operations.			
	Atrium uses two date time stamps - effective and processed. Offline transactions are denoted on the Person Profile page (see screen capture). Online and Offline are available as Rep as well. Atrium has configurable, account-specific off-line transaction limits.	0 1		

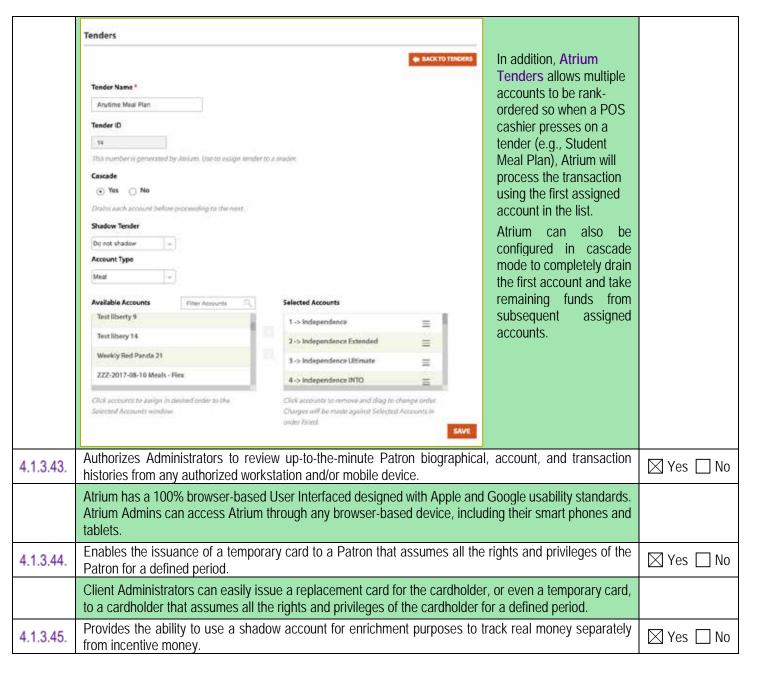
















	Atrium supports shadow tenders.				
	Attiant supports stiddow teriders.				
	2004000				
	Tenders				
	₩ BACKTO TENDERS				
	Tender Name *				
	Tender Name * Anytime Meal Plan				
	A CONTRACTOR OF THE CONTRACTOR				
	Tender ID				
	This number is generated by Attium. Use to assign under to a mader.				
	Cascade				
	⊙ Yes ○ No				
	Drains each account before proceeding to the next.				
	Shadow Tender				
	Do not shadow -				
	Account Type Meal				
	(Marie Control of the				
	Available Accounts Filter Accounts C	Selected Accounts			
	Test liberty 9 Test libery 14	1-> Independence			
	(370239406.00)	2-> Independence Extended			
	Weekly Red Panda 21	3-> Independence Ultimate			
	ZZZ-2017-08-10 Meals - Flex	4-> Independence INTO			
	Click accounts to assign in desired order to the	Click accounts to remove and thag to change order			
	Selected Accounts window	Charges will be made against Selected Accounts in order fated.			
		SAVE			
	Provides Administrators with access	to remote functions including:			
	i. Patron-interface transaction	n reporting			
4.1.3.46.	ii. Patron-submitted photo ap				
4.1.3.40.	iii. Patron-interface site text ed		⊠ Yes □ No		
		e functions that are available to Administrators through your			
	System in the green comment box				
	Atrium is a 100% browser-based so	lution; therefore, Atrium is accessible on any modern web browser			
		ices, desktop computers, laptops, smart phoes, and tablets. Thus,			
		d ALL functions in Atrium from any browser-based device, including			
	the Patron-interface site for:				
	i. transaction reporting				
	ii. submitted photo approval				
	iii. site text editing				
	g				
4.1.4.	Are the following YSU-specific Ac	Iministrator requirements are provided by your System?			
	The most of the speciments				
	i. Allows Administrators to	easily add, change, and delete Patrons and Patron information			
	individually and by group as necessary, including both manually and by batch import.				
	ii. Requires the card to store the banner number in the mag stripe. We will be transitioning to ISO				
	numbers.				
	iii. Allows for a minimum of 25	.000 Patrons.			
	1 2	1 -			





Atrium full meets all of the YSU-specific Administrator requirements described.

- i. Cardholder attributes and accounts are easily added/changed/deleted, manually and in bulk, through the 100% browser-based Atrium Admin User Interface. Of course, the Admin must have the proper permissions to effect such changes and ALL changes are audit logged on a 'from/to basis'.
- ii. Atrium can store the Banner number in the mag stripe, and the ISO number once transitioned.
- iii. Atrium allows for an unlimited number of patrons/cardholders.

4.2. Online Account Management

4.2.1. Describe how your System provides for online account management.

Atrium StudentLink is the industry's best-of-breed online account management for higher education. Over 100 universities and colleges have used StudentLink since its introduction in 1998.

Atrium allows the cardholder to:

View balance



Report card lost or stolen



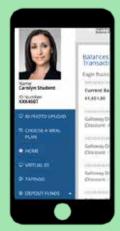
Check transaction history



Make deposit

Features:

- Mobile-responsive web design automatically adapts to any device (native iOS and Android mobile apps are also available)
- Accessible for users with disabilities
- CyberSource is the standard payment gateway used with the latest Point-to-Point encryption and tokenization technology.
 Cashnet payment gateway is also supported. Atrium charges a \$0.15/deposit transaction fee to cover the cost of this payment gateway.
- Mobile Credential allows patron to use their smartphone as their campus card credential
- Accepts a combination of MasterCard, Visa, American Express and Discover transactions for deposits
- Uses security features such as AVS and/or CVV entry
- Performs real-time validation against billing address
- Makes all deposited funds immediately available to the cardholder
- · Shows accepting locations on Google Maps with rich, configurable descriptions and links
- Report card lost/stolen
- Accepts ACH transactions for deposits
- Accepts Bursar account charges for deposits
- Sets minimum and maximum deposit amounts
- Charges fixed fee and/or percentage transaction fees
- Stores credit card information secure tokens for future transaction processing
- Maintains list of cardholders who are restricted from making online deposits
- Configurable user emails
- · Allows cardholders to send an email to friends/family asking for a deposit into their debit account







- PCI-DSS compliant
- FERPA compliant guest access
- Integrates with university's central authentication method (e.g., single sign on CAS, Kerberos, AD/LDAP, Shibboleth, etc.)
- Enables custom domain to be set-up
- Enables custom skin to be used
- Utilizes low balance warnings
- · Utilizes automatic deposits based on a low balance threshold or calendar event
- Regulation E compliant statements
- Atrium StudentLink provides extensive configurability, allowing the admin to turn on and off capabilities as needed/desired.
- StudentLink supports credit and debit cards, including Visa, MasterCard, American Express
 and Discover, as well as ACH/eCheck transfers. Through our partnership with
 CyberSource Secure Acceptance, students and patrons can seamlessly make deposits
 with enhanced security and improved processing speed through the web or any mobile
 device.
- Patrons may store their payment data in the secure CyberSource datacenter. Atrium StudentLink stores an associated token for future transactions and automatic deposits. No other systems have access to the stored payment data, including Atrium. Patrons must log in to StudentLink (using Single Sign On if desired) to save and access their payment tokens.
- All users may store their own payment methods (tokens). Guest Users, logged in with their email address, have access to all payment methods they have stored. Students/Staff, logged in with their campus credentials, have access to all payment methods they have stored. Students do not have access to payment methods stored by their guests. Guests do not have access to payment methods stored by the students/staff. The same payment information may be stored by both guests and students/staff, but the token is unique to each and available only to the appropriate user.



4.2.2.	Which of the following online account management capabilities are provided by your System?	
4.2.2.1.	Includes PCI-DSS and PCI-PA-DSS certification.	Yes □ No
	Atrium StudentLink is the only Atrium component in PCI scope. Atrium StudentLink processes credit/debit cards and ACH for secure deposits to campus card accounts. Atrium StudentLink is PADSS compliant and uses the latest P2Pe technology. The rest of Atrium does not touch credit/debit cards or ACH. Despite this fact, Atrium is designed to PA-DSS standards.	





	PCI Data Security Standards v3.2			
	Certificate of Compliance This is to certify that this organization has completed a PCI DSS			
	v3.2 assessment performed by CompliancePoint, a PCI Security Council Qualified Security Assessor Company, and was found to be compliant with the PCI Data Security Standards.			
	■ JSA TECHNOLOGIES			
	Customer : JSA Technologies Web address : www.jsa-tech.com Category : Level : Service Provider Validation : January 4, 2018 Valid Until : January 4, 2019			
	CompliancePoint Compli			
	Atrium is a Level 1 PCI-DSS and PA-DSS compliant design and complies with a variety of regulations including HIPPA, Regulation E, Sarbanes-Oxley, SAS70, FERPA as well as SSAE-16 / SOC3 audits. Atrium's parent, JSA Technologies, is Level 1 PCI-DSS certified and has processed over \$2 billion in transactions since 1998.			
	Atrium's hosting provider is Level 1 PCI-DSS and PA-DSS certified and has completed both the SOC 2 and SOC 3 audits.			
	Please refer to Tab 4 'Section 4.2.2.1 - Atrium - SOC 2 Type 2 Report - Hosting – 2018' and 'Section 4.2.2.1 - Atrium - SOC 3 Report - Hosting – 2018.'			
4.2.2.2.	Provides yearly AOC (attestation of compliance) testament of compliance.			
	Atrium agrees to comply.			
4.2.2.3.	Includes FERPA compliant Guest access.			
	Atrium StudentLink supports FERPA compliant guest access.			
4.2.2.4.	Accepts MasterCard, Visa, American Express, Discover, ACH, mobile (such as Apple Pay, Samsung Pay, Google Pay, etc.), and online (such as bitcoin, PayPal, Venmo, Zelle, etc.) transactions for deposits.			
	StudentLink supports credit and debit cards, including Visa, MasterCard, American Express, and Discover, as well as ACH/eCheck transfers. Through our partnership with CyberSource Secure Acceptance, students and patrons can seamlessly make deposits with enhanced security and improved processing speed through the web or any mobile device.			
	Atrium has a release scheduled December, 2019 to accept Apple Pay, Samsung Pay, Google Pay, etc. We have yet been asked to accept online payments through bitcoin, PayPal, Venmo, Zelle, etc., but can do so upon request.			
4.2.2.5.	Uses security features such as AVS and/or CVV entry.			
	StudentLink uses security features such as AVS and/or CVV entry and performs real-time validation against billing address.			





4.2.2.6.	Makes all deposited funds immediately available to the Patron.			
	StudentLink makes all deposited funds immediately available to the cardholder.			
4.2.2.7.	Sets minimum and maximum deposit amounts.			
	StudentLink supports the ability to set minimum and maximum deposit amounts.			
4.2.2.8.	Charges fixed fee and/or percentage transaction fees.			
	StudentLink supports the ability to charge fixed fee and/or percentage transaction fees and/or no fee.			
4.2.2.9.	Stores credit card taken information for future transaction processing with the ability to turn this feature		☐ No	
	StudentLink stores encrypted, tokenized credit card and ACH information for future transaction processing for great user experience. Clients can configure whether to allow the payment information to be stored (tokenized).			
4.2.2.10.	Allows for Guest deposits.	X Yes	☐ No	
	StudentLink supports guest deposits.			
4.2.2.11.	Integrates with central authentication method (such as ADFS, CAS, LDAP, Shibboleth).	X Yes	☐ No	
	StudentLink integrates with university's central authentication method (e.g., single sign on - CAS, Kerberos, AD/LDAP, Shibboleth, etc.).			
4.2.2.12.	Provides the ability to generate Regulation E compliant downloadable statement for Patrons.	X Yes	☐ No	
	StudentLink supports Regulation E compliant downloadable statements.			
400				
4.2.3.	Which of the following online account management capabilities are supported in your System?			
4.2.3.1.	Enables custom domain to be set up.	X Yes	No	
	StudentLink enables a custom domain to be set-up.			
4.2.3.2.	Enables custom skin to be used.		☐ No	
	StudentLink enables a custom skin to be used.			
4.2.3.3.	Provides low balance warnings to Patrons and Administrators.		☐ No	
	StudentLink supports low balance warnings to Patrons and Administrators.			
4.2.3.4.	Utilizes automatic deposits based on a low balance threshold or calendar event.		☐ No	
	StudentLink supports automatic deposits based on a low balance threshold or calendar event.			
4.2.3.5.	Allows Patrons to send an email to friends and family asking for a deposit into their debit account.		☐ No	
	StudentLink allows cardholders to send an email to friends and family asking for a deposit into their debit account.			
4.2.3.6.	Maintains a list of Patrons who are restricted from making online deposits.	X Yes	□No	
	StudentLink supports the ability to maintain a list of patrons who are restricted from making online deposits.			
4.2.3.7.	Configures information contained in emails sent to users.	X Yes	□No	
	StudentLink supports configurable emails to be sent to users.			
4.2.3.8.	Restricts days/times of the week during which an account can be used.	X Yes	□No	
	StudentLink provides an <i>unlimited</i> number of account types with high degrees of configurability. These include time/place restrictions, auto-resets, daily and transactional limits, meal period restrictions, reuse delays, online/offline credit limits and tags for enhanced reporting.			
4.2.3.9.	Sets a start date for when an account goes active.		☐ No	
	StudentLink supports setting a start date for when an account goes active.			
4.2.3.10.	Sets an account to reset to a specified amount on daily, weekly, monthly, quarterly, bi-annually, annual basis.	⊠ Yes	☐ No	





	StudentLink supports setting an account to reset to a specified amount on daily, weekly, monthly, quarterly, bi-annually, annual basis.		
4.2.3.11.	Chooses which account will charge a transaction fee for credit cards, Bursar, or ACH deposits.	⊠ Yes □ No	
	StudentLink supports charging a fixed fee and/or percentage transaction fees per account type.		
4.2.3.12.	Sets custom reader response messages for each account.	⊠ Yes □ No	
	StudentLink supports seting custom reader response messages for each account.		
4.2.3.13.	Restricts which readers can accept an account.	⊠ Yes □ No	
	StudentLink supports restriction of which readers can accept an account.		
4.2.3.14.	Defines if/how much an account can go negative (credit) for any reason.		
	StudentLink supports defining if/how much an account can go negative (credit) for any reason.		
4.2.3.15.	Defines if/how much an account can go negative from offline transactions.	⊠ Yes □ No	
	StudentLink supports defining how much an account can go negative from offline transactions.		
4.2.3.16.	Sets an end date for when an account goes inactive.		
	StudentLink supports setting an end date for when an account goes inactive.		
4.2.3.17.	Defines which accounts are able to receive deposits online.		
	StudentLink supports defining which accounts can receive deposits online.		
4.2.3.18.	Displays the remaining balance after every transaction.	⊠ Yes ☐ No	
	StudentLink displays the remaining balance after every transaction.		
4.2.3.19.	Sets up drain order for account debits.	⊠ Yes ☐ No	
	StudentLink supports setting up a drain order for account debits.		
4.2.3.20.	Sets anti-pass back rules.	⊠ Yes □ No	
	StudentLink supports setting up anti-pass back rules.		
4.2.3.21.	Provides the ability to restrict usage of an account based on the cumulative total of transactions processed in a given period (such as day, week, etc.) by reader type.	⊠ Yes □ No	
	StudentLink provides the ability to restrict usage of an account based on the cumulative total of transactions processed in each period (e.g., day, week, etc.) by reader type.		
4.2.3.22.	Provides the ability to turn debit account on or off based on a specific calendar event.		
	StudentLink provides the ability to turn debit account on or off based on a specific calendar event.		
4.2.4.	Are the following YSU-specific online account management requirements are provided by your S	System?	
**VCII has no specific requirements for the System **			
YSU has no specific requirements for the System.			

4.3. System User Interface (Patrons)

4.3.1.	Describe how your System's Patron interface is used to manage the System.
devices, de	100% browser-based solution; therefore, Atrium is accessible on any modern web browser on any device, including mobile esktop computers, laptops, smart phoes, and tablets. This is true for both Client Admins through the Admin Portal and ough the student-facing StudentLink Portal.
400	
4.3.2.	Which of the following Patron interface capabilities are provided by your System?
4.3.2.1.	Allows Patrons deposit funds to eligible plan(s).





Through StudentLink, cardholders can check balances, add funds, and view transaction history. StudentLink supports credit and debit card deposits, including Visa, MasterCard, American Express and Discover, as well as ACH/eCheck transfers. Through our partnership with Cyber Source Secure Acceptance, students and patrons can seamlessly make deposits with enhanced security and improved processing speed through the web or any mobile device. Patrons may store their payment data in the secure CyberSource datacenter. Atrium StudentLink stores an associated token for future transactions and automatic deposits. No other systems have access to the stored payment data, including Atrium. Patrons must log in to StudentLink (using Single Sign On if desired) to save and access their payment tokens. All users may store their own payment methods (tokens). Guest Users (e.g., parents of the student), logged in with their email address, have access to all payment methods they have stored. Students/Staff, logged in with their campus credentials, have access to all payment methods they have stored. Students do not have access to payment methods stored by their quests. Guests do not have access to payment methods stored by their students/staff. The same payment information may be stored by both guests and students/staff, but the token is unique to each and available only to the appropriate user. Allows Patrons access to a view/print up-to-the-minute account information, transaction history, 4.3.2.2. balance, and all current/past plans for Patron-specified date ranges through a web interface or from any workstation or mobile device using their ID card. Through StudentLink, cardholders may login to check balances and view/print transaction history. Atrium stores all history, so cardholders may view transactions for any specified date range. Allows Patrons to report and deactivate lost or stolen cards and reactivate the card, if found, without 4.3.2.3. Administrator input. With Atrium StudentLink (cardholder-facing portion of Atrium), Patrons can report lost or stolen cards through the mobile or web-based application. Patrons can also reactivate a lost/stolen card (configuration option). Through Atrium's Admin Portal, client Administrators have the ability to instantly deactivate the entire profile of a cardholder in the event of a lost/stolen scenario or possible disciplinary action. Client Administrators can easily issue a replacement card for the cardholder, or even a temporary card to a cardholder that assumes all the rights and privileges of the cardholder for a defined period. 4.3.2.4 ⊠ Yes □ No Allows Patrons to segregate deposits into multiple accounts. With Atrium StudentLink patrons can make deposits into individual accounts as configured and allowed by the Client. Atrium supports UNLIMITED, MULTIPLE accounts per cardholder with links between the accounts to allow for transfer of funds, and Atrium allows accounts to be configured to run negative up to a global account and/or individual cardholder credit limit. With Atrium StudentLink, cardholders can choose which account will receive the deposit, including automatic deposits.





4.3.2.5.	Enables Patrons to interact with the System (such as through smart-phone application, web browser, and kiosks).	⊠ Yes □ No
	ALL interaction with the Atrium Admin Portal and Atrium StudentLink is through a 100% browser-based Web User Interface based on latest Google and Apple usability standards accessible anytime, anywhere through any browser-enabled device with proper credentials.	
4.3.2.6.	Allows for local control of Patron accounts (deposits, transfers, withdrawals, etc.).	
	Atrium provides Client Admins this capability on both a manual basis through the Atrium Admin User Interface and automated basis through Atrium Data Tools and Atrium API. Atrium Data Tools, a core system component, provides a powerful, yet easy to use and schedulable capability to import/export data from ANY external systems such as SIS/ERP (Banner, PeopleSoft,	
	Workday, etc.), Door Access Control (RS2, S2, Lenel, C-CURE 9000, etc.), Residence Management (Odyssey, StarRez, RMS, etc.) and other campus systems, including configurable rules and actions. No custom scripting is required. Atrium is point-and-click configurable through the Admin browser-based web user interface.	
4.3.2.7.	Allows Patrons to override defined limit (daily, etc.).	☐ Yes ⊠ No
	Atrium Accounts can be configured to go negative, or not to go negative, with a maximum allowed limit. Client Atrium Admins can override the Account configurations and defined limits. Patrons, however, cannot override configurations or rules set by Client Atrium Admins.	
	CREDIT	
	Can Account Go Negative Due To Online Transactions?	
	⊙ Yes ○ No	
	Maximum Overdraft Allowed (Enter Positive Number)	
	0.00	
	Can Account Go Negative Due To Offline Transactions?	
	⊙ Yes ○ No	
	Maximum Overdraft Allowed (Enter Positive Number)	
	0.00	
4.3.2.8.	Allows Patrons to purchase full or prorated meal plans, upload photos, make deposits to stored value plans (includes retail and dining points used for things like print stations), and report lost or stolen cards through mobile or web-based applications	
	Atrium StudentLink, the best-of-breed online account management portal in higher education, provides a rich suite of CORE and OPTIONAL capabilities including ALL of the mandatory capabilities, including, but not limited to the ability to purchase full or prorated meal plans, upload photos, make deposits to stored value plans (includes retail and dining points used for print stations) and report lost or stolen cards through mobile or web based applications.	
	Supports a variety of privilege types including:	
	i. Yes/no.	
	ii. Credit/debit.	
4.3.2.9.	iii. Single/multi-use.	⊠ Yes □ No
	iv. Attendance.	
	v. Classroom attendance tracking.	
	Provide a complete list of the privileges types supported in the System's user interface in the	
	green comment box immediately below.	





4.3.3. Are the following YSU-specific Patron interface requirements are provided by your System?
4.3.3. Are the following YSU-specific Patron interface requirements are provided by your System?
 i. Incorporates a customer loyalty/reward program into the Patron-facing user interface. ii. Provides ability for Patron to change meal plan via mobile app or web-based interface for meal plan groupings.
Atrium point of sale partners Infor Cloud POS and NCR Aloha support brand gift card/loyalty programs. In addition, Atrium has standard connections to Tapingo, DishOut and Apriva who provide full-service off campus solutions including mobile app food ordering and delivery and loyalty/rewards programs. Atrium Meal Plan Portal (MPP) and billing management system allows cardholders to purchase and change meal plans (during allowable time periods) via both a mobile app and a web-based interface without client Atrium Admin intervention.

4.4. Reporting

4.4.1. Describe your System's reporting capabilities.

Atrium has a robust portfolio of pre-configured and customizable reports accessible through the 100% browser-based user interface designed to Apple usability standards. Atrium uses a powerful, intuitive point-and-click report builder to transform reporting in campus card systems. There are no additional add-on packages or SQL query skills required. For advanced users, Atrium can provide read-only ODBC access to the Atrium database.

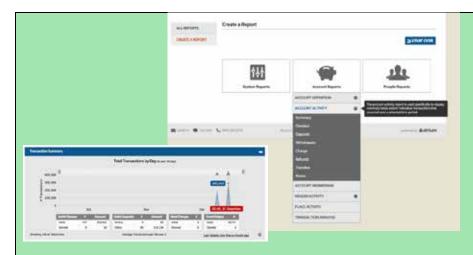
Atrium Reports can be printed, emailed, scheduled, saved as a personal or shared report and/or exported as HTML, PDF, or CSV. For example, an admin with proper permissions can schedule a report(s) to run every week and be automatically sent to an email distribution list as a PDF.

Report types include the following, and additional report types are automatically added, at no cost, as Atrium evolves.

- · System Admin Activity, Connection Activity and Reader Detail
- Account Account Definition, Account Activity, Account Membership, Reader Activity, Place Activity, Transaction Analysis
- People Person Report, Tag Membership and Demographic Membership



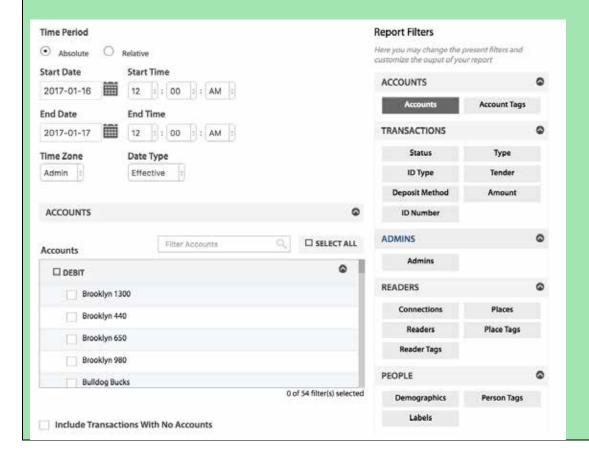






The Atrium Dashboard allows each admin to configure their own charts and graphs to analyze performance, including such metrics as capacity and occupancy. As a native web Cloud solution with a 100% browser-based user interface, any browser-based device, including mobile devices have access to these reports. Atrium Reports include reconciliation and fraud detection reporting.

Each report has a variety of configuration options allowing the user to get as macro or micro as required. This construct allows for easy creation of "custom" reports. For example, a Person filter allows any report to be filtered by any cardholder attribute. These attributes include configurable demographics, tags (e.g., freshman, sophomore, athlete, etc.), and more. All fields can be reported on without limitation.



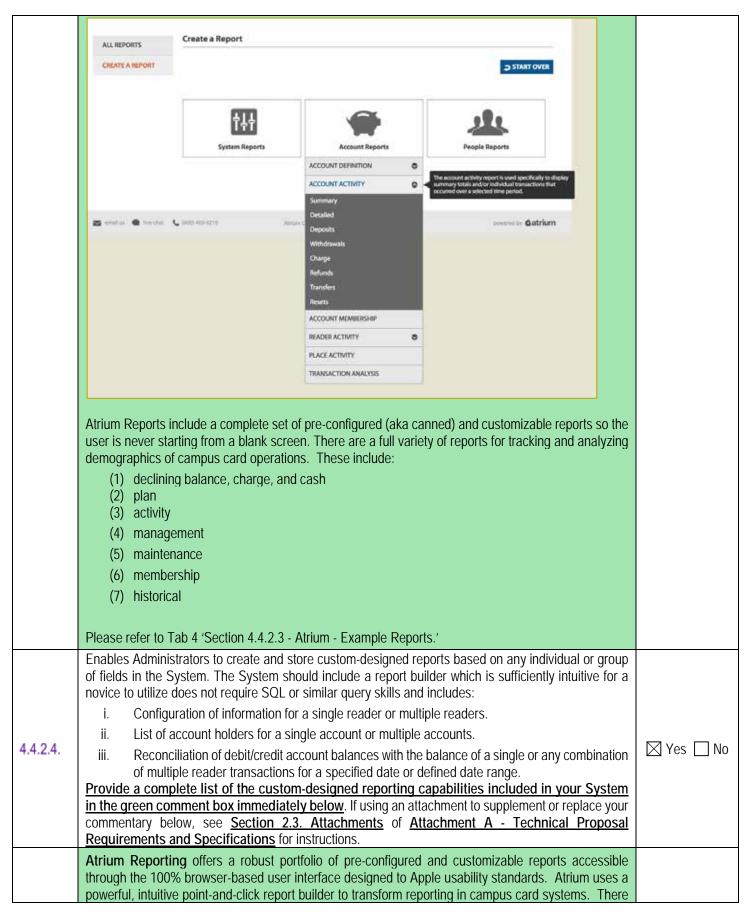




ch of the following reporting capabilities are provided by your System? erates ad-hoc reports (via filter), and save, print, or export to .pdf, .xlsx, or csv. m Reports provide the ability to create a myriad of reports with easy, point-and-click filters to omize the report for the given need. Atrium uses a powerful, intuitive point-and-click report builder ansform reporting in campus card systems. There are no additional add-on packages or SQL query are required. For advanced users. Atrium can provide read only ODBC access to the Atrium.	⊠ Yes □ No
m Reports provide the ability to create a myriad of reports with easy, point-and-click filters to omize the report for the given need. Atrium uses a powerful, intuitive point-and-click report builder insform reporting in campus card systems. There are no additional add-on packages or SQL query	⊠ Yes □ No
m Reports provide the ability to create a myriad of reports with easy, point-and-click filters to omize the report for the given need. Atrium uses a powerful, intuitive point-and-click report builder insform reporting in campus card systems. There are no additional add-on packages or SQL query	∑ Yes ☐ No
omize the report for the given need. Atrium uses a powerful, intuitive point-and-click report builder insform reporting in campus card systems. There are no additional add-on packages or SQL query	
base. ports can be printed, emailed, scheduled, saved as a personal or public report, and/or exported as IL, PDF, or CSV, or even copied for presentation output.	
ides comprehensive real-time information.	
m Reports and Data Tools provide complete, comprehensive, and real-time access to all Atrium mation.	
Declining balance, charge, and cash reports. Plan reports. Transaction history by individual patron or by location for a specified date range. Activity (privilege) reports. Management reports. Maintenance reports. Membership reports. Historical reports. Cumulative and comparative history reporting for all plans, privileges, items, readers, or combinations thereof. Summary information about patrons and their privileges and accounts for a given date/time range. Transaction information for a Patron or selection of Patrons within a specified range of ID numbers and/or a specified date range. Privilege use activity at a specified location for a range of dates and times. All or some of the transactions performed by an authorized operator for a range of dates. **ide a complete list of existing standard (canned) reports available and samples of standard ints in the green comment box immediately below. If using an attachment to supplement or	∑ Yes □ No
	required. For advanced users, Atrium can provide read-only ODBC access to the Atrium base. arts can be printed, emailed, scheduled, saved as a personal or public report, and/or exported as L, PDF, or CSV, or even copied for presentation output. des comprehensive real-time information. m Reports and Data Tools provide complete, comprehensive, and real-time access to all Atrium mation. des a full variety of reports for tracking and analyzing demographics of campus card operations canned reports). Standard reports should minimally include: Declining balance, charge, and cash reports. Plan reports. Transaction history by individual patron or by location for a specified date range. Activity (privilege) reports. Management reports. Maintenance reports. Historical reports. Cumulative and comparative history reporting for all plans, privileges, items, readers, or combinations thereof. Summary information about patrons and their privileges and accounts for a given date/time range. Transaction information for a Patron or selection of Patrons within a specified range of ID numbers and/or a specified date range. Privilege use activity at a specified location for a range of dates and times. All or some of the transactions performed by an authorized operator for a range of dates. ide a complete list of existing standard (canned) reports available and samples of standard





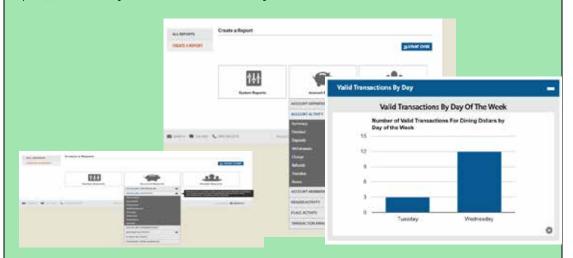






are no additional add-on packages or SQL query skills required. For advanced users, Atrium can provide read-only ODBC access to the Atrium database(s).

Atrium Reports can be printed, emailed, scheduled, saved as a personal or shared report and/or exported as HTML, PDF, or CSV. For example, an admin with proper permissions can schedule a report(s) to run every week and be automatically sent to an email distribution list as a PDF.



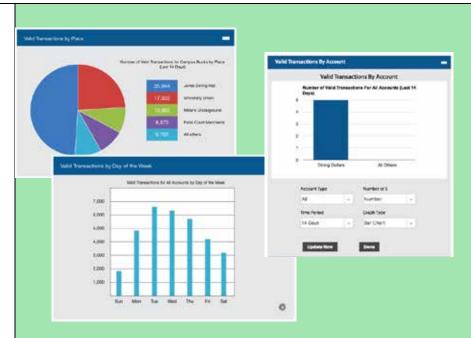
Report types include the following, and additional report types are automatically added, at no cost, as Atrium evolves.

- System Admin Activity, Connection Activity and Reader Detail
- Account Account Definition, Account Activity, Account Membership, Reader Activity, Place Activity, Transaction Analysis
- People Person Report, Tag Membership and Demographic Membership

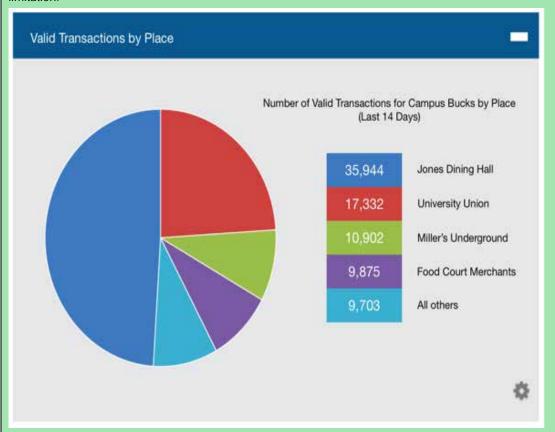
All actions are audit trailed, logged, and reportable on a from/to basis with real-time notifications.

The **Atrium Dashboard** allows each admin to configure their own charts and graphs to analyze performance, including such metrics as capacity and occupancy. As a native web Cloud solution with a 100% browser-based user interface, any browser-based device, including mobile devices have access to these reports. Atrium Reports include reconciliation and fraud detection reporting.





Each report has a variety of configuration options allowing the user to get as macro or micro as required. This construct allows for easy creation of "custom" reports. For example, a Person filter allows any report to be filtered by any cardholder attribute. These attributes include configurable demographics, tags (e.g., freshman, sophomore, athlete, etc.), and more. All fields can be reported on without limitation.







4.4.2.5.	Provides a detail or summary view of all activity (such as sales, deposits, refunds, resets, withdrawals, and transactions) for a single cardholder, multiple cardholders, single reader, multiple readers, single account, multiple accounts, single admin user, and multiple admin users.	⊠ Yes □ No
	Atrium's report builder provides detail or summary view of all activity (sales, deposits, refunds, resets, and withdrawals) for single cardholder, multiple cardholders, single reader, multiple readers, single account, multiple accounts, single admin user, and multiple admin users.	
4.4.2.6.	Allows Administrators to define time periods and names for accounting and reporting purposes.	
	Given proper permissions, Atrium supports client Admin creation of an UNLIMITED number of accounting, reporting, and meal periods with configurable limits and schedules at both the account and location level.	
4.4.2.7.	Allows Administrators to define reporting time periods to reflect the specific operating schedules of various facilities across campus.	⊠ Yes □ No
	Atrium supports an UNLIMITED number of accounting, reporting and meal periods with configurable limits and schedules at both the account and location level.	
4.4.2.8.	Enables Administrators to custom design standard scheduled report(s) run at regular intervals (daily, weekly, monthly, and on Administrator-specified occasions) without Respondent intervention. Reports may be emailed to users without licensed accounts.	⊠ Yes □ No
	Atrium Reports allows an <i>unlimited</i> number of custom standard scheduled report(s) to be run on regular intervals (daily, weekly, monthly, and on user-specified occasions) without operator intervention. These reports may be emailed to users without licensed accounts. This data may also be exported to systems of record such as Banner, PeopleSoft, etc. using Data Tools on an automated basis, including the ability to map general ledger codes to accounts and readers to provide the debit and credit side of transactions. Atrium clients use this capability to automate the management of department charges to significantly reduce the burden of manual administrative actions. This allows resources to be redeployed to higher value add work.	
4.4.2.9.	Generates reports on a daily, weekly, monthly, quarterly, bi-annual, annual, or specified start/end date and time basis.	⊠ Yes □ No
	Atrium supports the ability to run a report on a daily, weekly, monthly, quarterly, bi-annual, annual, or specified start date and time basis.	
4.4.2.10.	Restricts access to specific reports, based on admin permissions assigned to an Administrator.	
	Atrium supports the ability to restrict access to specific reports, based on admin permissions assigned to an admin user.	
4.4.2.11.	Distributes reports to email addresses, the screen, or an attached printer.	
	Atrium supports the ability to send reports to email addresses, the screen, or an attached printer.	
4.4.2.12.	Provides an ODBC (Open Database Connectivity) protocol configuration for communicating with the System's database so Client can extract the data required for conversion and use with other Client systems.	⊠ Yes □ No
	For advanced users, Atrium can provide read-only ODBC access to the Atrium database(s).	
4.4.2.13.	Provides the ability to use third-party reporting package with direct database access as may be needed to meet the requirements of Administrators.	⊠ Yes □ No
	Atrium Reporting offers a robust portfolio of pre-configured and customizable reports accessible through the 100% browser-based user interface designed to Apple usability standards. Atrium uses a powerful, intuitive point-and-click report builder to transform reporting in campus card systems. While Atrium is compatible with any non-proprietary system, there are no additional add-on packages or SQL query skills required to run reporting.	
4.4.2.14.	Generates all reports at any time without interrupting the online operation of your System.	





	•	s may be run or scheduled to run at any time with no interruption to online operation of the s card system.		
4.4.3.	Are the	e following YSU-specific reporting requirements are provided by your System?		
	i.	Provides the ability to schedule and automatically send emails any report in a predetermined format from the reporting interface.	⊠ Yes □ No	
	ii.	Distributes reports to email addresses, a device's screen, or an attached printer.		
i. Atrium Reports can be printed, emailed, scheduled, saved as a personal or shared report and/or exported as HTML, PDF, or CSV. For example, an admin with proper permissions can schedule a report(s) to run every week and be automatically sent to an email distribution list as a PDF.				
ii. Atrium Reports can be distributed to email addresses, a device's screen, or an attached printer.				

Section 5. Cards & Card Production Specifications

5.1. Cards & Card Production

Describe your System's card and card production capabilities. Please note: Respondents may use the existing equipment for card production or propose new equipment. If you are proposing new equipment, please provide, at minimum, a description of the hardware.

First, with Atrium, YSU can continue to use Datacard® ID Works® card production system. Many Atrium clients use ID Works. Atrium hosts the ID Works database for most of these clients.



As an open, non-proprietary system, Atrium is compatible with any non-proprietary, card production system based on a RDBMS (relational database system). Atrium supports numerous modern, card production systems, as well as cloud based Valid ID, Datacard ID Works, Datacard TruCredential, HID Asure ID, IDentiSys, CardExchange, Lenel, Vision IDMS, EPI Suite, DSX, and PremiSys.

Atrium provides, point-and-click configurable, two-way automated integration with card production systems using Atrium Data Tools which provides complete from/to audit trail logging. Atrium offers, as an option, the hosting of card production databases.

Atrium supports an unlimited number and type of credentials when controlling access, including HID ICLASS as well as other ID types such as mag stripe, NFC, BLE, barcode, Prox, Virtual ID, biometric, etc.





Card Production System	Cloud Solution	On-premise Solution
Valid	✓	
HID Asure ID®	✓	
Datacard® ID Works®	✓	
Datacard TruCrendential		✓
EPI Suite		/
CardExchange ®	✓	
Lenel OnGuard		√
DSX		/
PremiSys™ ID IDenticard™		/
Vision Database Systems IDMS		/
HID Fargo Connect	✓	•

Atrium's recommendation for new Card Production, or any other aspect of a campus card system, is driven by the client's vison and requirements. Regarding Card Production, Atrium's recommendation will be substantially driven by YSU's choice of NFC credential (MIFARE or HID ICLASS or other) as not all card production solutions are equally adept and capable in the area of reading and encoding NFC cards.

We understand YSU currently uses HID Prox and Mag Stripe. Any of Atrium's card production partners support encoding mag stripe and reading prox inline during card production. However, HID Prox was hacked many years ago. A key strategic question is what NFC credential will YSU adopt? NFC is required to support mobile credential and is the gold standard in security. Without such information, Atrium is quoting Card Exchange as part of our RFP response. Card Exchange can inline read/encode MIFARE DESFire and inline read HID ICLASS pre-encoded cards. Atrium's recommendation for card production may change based on further requirements discovery. This is the power of Atrium as a non-proprietary platform.

Atrium provides, point-and-click configurable, two-way automated integration with any open card production systems using Atrium Data Tools to provide complete from/to audit trail logging. Atrium offers, as an option, the hosting of card production databases. Atrium supports an unlimited number and type of credentials when controlling access, including HID ICLASS as well as other ID types such as mag stripe, NFC, BLE, barcode, Prox, Virtual ID, biometric, etc.

5.1.2. Describe the hardware options available to Clients. Hardware should be recognized industry-standard hardware.

As a hosted solution, there is no hardware on campus, nor client costs for system & network administration, maintenance or PCI compliance. Atrium communicates with any systems over TCP/IP. Where a system does not support encrypted over web communications, a virtual private network (VPN) is required.

5.1.3. Describe the hardware and software features of your card production system.

Atrium can host Card Exchange or other card production system selected. Atrium uses Oracle MySQL when hosting card production systems in our own AWS Virtual Private Cloud (VPC).

5.1.4. Describe the card production technology and applicable security features of that technology.

ColorID Card Exchange offers the following features, including support of multiple credential types and encryption of data:







Introduction

CardExchange® Producer comes in four editions: GO, Premium, Professional, and Ultimate. All editions come with local license activation. In addition, Professional & Ultimate Small Business Server Editions come with network licensing. Network licensing allows for concurrent users sharing data and licenses.

With an easy-to-use wizard for card creation and database setup, you can get started in just a few clicks. With an advanced card designer we give you all the tools you need to create the perfect card(s) for you in a simple and fun way.

Key Features

- · Standalone or Network Licensing
- Concurrent Users with Network Licensing (Small Business Server)
- · Central and De-Central Printing Capability
- Activation Does Not Require USB Key
- · Demo Edition Can Be Activated No Starting Over!
- Customize Record Fields (Picklist, Required Fields, Date Select, etc.)
- Field Dropdown Picklist with Database Table Lookup
- · No Mapping Fields to Database(s) = Connect & Go!
- Advanced Design Features in Card Designer
- User Guided Setup Wizards for Cards, MIFARE*, Database
- Editable Preloaded Card Samples
- · Auto Fill Record Data with Document Scanner (OCR)
- · User Activity Logging with Storage Items
- · Each Card Can Have Own Settings (Database, Camera, Printer, etc.)
- Auto Switch Card Layout Based on Field Value
- Store Template/Image from ID or Fingerprint Scanner
- Customize Application Layout, Move Windows Around
- Prompt Value Before Printing Option
- Each Card Template can Push/Pull Data to Multiple Databases
- Automatic Printing and Set Printing Requirements
- Create Database Connect to Internal View/Query
- Multiple Records on One Template Snap Cards
- User Profile Login w/Permissions Control What Every User Can Do!
- Contactless Encoding, Mag Stripe, 1D & 2D Barcodes Support
- Multiple Card Sizes
- Easily Integrate with CardExchange Visitor Management Software
- Enhanced Printing and Encoding Capabilities
- Print Farm Setup with Print Dispatcher and Print Server Editions
- Print to Windows Printers

* Visit our website for a complete comparison chart outlining each edition features or to see a list of currently supported devices.

Download a free Demo Edition today at: www.cardexchangesolutions.com





Data Editing



Connectivity



Toll Free: 888.682.6567 ph: 704.987.2238 fx: 704.987.2240 www.ColorID.com









Encoding

Key Features By Edition

GO Edition		
\$ 145 MSRP		
Step-by-Step Setup Wizard		
MS Access Database		
Maximum 5 Card Templates		
CR80 Card Size Only		
1D Barcodes Support		
Magnetic Stripe Support		
DirectShow, Canon, Twain Support		
Easy-to-Use Badge Designer		
Windows Printer Support		
Local License		

\$ 29 Unli Unli MS. Use Sign Bato 2DE Stor Data

emium Edition	Professional Edition
95 MSRP	\$ 695 MSRP
limited Card Templates	Unlimited Layouts Per Template
limited Card Sizes	Unlimited User & Group Profiles
Access, Excel, CSV Connectivity	Direct Connect MS SQL, Oracle, e
er/Group Permission Profiles(3,5)	ODBC Support
nature Pad Support	Push/Pull Data Multiple Database
ch Printing	Auto Crop Face Recognition
Barcodes	Production Reports
re Data/Images External DB(s)	Prompt Value Before Printing
ta Sort Lookup Filters	Create User Access Permissions
cal License	Local License
100	ARRA

Ultimate Edition
\$ 895 MSRP
ID Scanner Support
Fingerprint Scanner Support
Set Record Expiration Date
Fingerprint Enrollment & Verify
Data Manipulation w/Scripting
MIFARE® Classic, 1K, 4K
DESFire* EV1, SAM AV2
HID® Proximity Reading
Auto Print Setup
Local License

Small Business Editions
Contact for Pricing
Professional or Ultimate Edition
Centrally Shared Data
Centrally Shared Licenses
User Logins w/Permissions
Unlimited Client Licenses
AES Encryption Over Network
Concurrent Users
Citrix Support
No Dedicated Server Needed
Network Licensing
1115

Modules & Services
Contact for Pricing
Web Services Connectivity
Paxton Acces Control Connectivity
Print Dispatcher w/Print Server(s)
SDK/API Connectivity
LDAP Read/Write Data & Images
Enhanced Data Manipulation
Configuration and Setup Services
Software Support Plans
Contact Chip Plug-Ins
Custom Plug-Ins
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Contact Us



Toll Free: 888.682.6567 ph: 704.987.2238 fx: 704.987.2240 www.ColorID.com

5.1.5.	Which of the following card and card production capabilities are provided by your System?	
5.1.5.1.	Uses non-proprietary, industry-standard equipment.	Yes □ No
	Atrium is compatible with YSU's existing Datacard ID Works card production system. Atrium is	
	compatible with all industry-standard non-proprietary equipment.	
5.1.5.2.	Contains a mechanism to encode card stock with information from the Patron's records (such as photo, electronic signature, patron name, university ID Number, card number / ISO number, current lost card	⊠ Yes □ No
	code, etc.).	





	If YSU wishes to continue to system.	o use DataCard I	D Works, these fi	unctions would	be provided t	oy this		
	Card Exchange is able to el limited to photo, Patron nar							
5.1.5.3.	Supports a single multi-tech	n card (such as m	nagstripe, barcode	e, contactless,	proximity and	chip).	X Yes	No
	Atrium card production part proximity and chip), high er process.	ergy ABA Track	II & chip automati	c encoding as	part of the car	d production		
5.1.5.4.	Provides the ability to use Windows platforms) including (BLE). Provide a complete the System.	ng at least one of	the following: NF	C, barcode, an	d/or Bluetooth	Low Energy	⊠ Yes [□ No
	Atrium StudentLink mobile apps offer mobile apps for accounts, upload ID photos and latest transactions, replaced to the cardholders up-to-the-minut	r iOS and Andro s (subject to admi ort their card lost	oid that allow ca in review/approva t/stolen, select mo	ardholders to a	access and m iew off-campu	nanage their s merchants		
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	a services.jsatech.co	m C	à service:	s.jsatech.com	c			
	≡ 💪 Atrium Universi	7	≡ 💪 Alriv	m University				
	Virtual ID - Student		Virtual ID - S	tudent				
	Add to Apple Wallet		Add to Apple Wallet					
	Atrium Univer	student	This card is the property of Atrium to campus. It is valid as long as the car is not transferable. The card must b	rium University niversity on meet be carried at all time gholder a difficated with the forwarsh; processed in a shiftical open reque- for a lost, stalen or demayed card.	and			
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	Atrium StudentLink suppor mobile devices, including a			gital facsimile (of the campus	s ID card on		





The Virtual ID can be loaded to Apple and Google wallet similar to an airplane boarding pass.

Modern, Mobile Platform

To meet/exceed these expectations, we believe it is essential for the One Card solution to be built on the same technology platform as mobile web leaders such as Facebook, Apple, Google, Snap Chat and Amazon. Atrium is built on an enterprise grade web platform and is 100% mobile today. Atrium was designed for the Mobile Generation allowing students to use their mobile devices today for all campus card activities.



We refer to our mobile vision and roadmap as 'Mobile First.' Mobile First means the ability for our clients to allow their students and employees to use their mobile devices as the 'first' choice.

Mobile Capabilities:

Atrium mobile capabilities are included in Atrium CORE. Native mobile apps are available at additional cost. Mobile Door Access, Mobile Food Ordering & Delivery, and Mobile Laundry are optional modules.

- Atrium supports multiple virtual, NFC, and BLE (Bluetooth Low Energy) mobile credentials to provide maximum client flexibility, including HID Mobile Access. Atrium can provide more information on Mobile Student ID Credential under NDA.
- The key with mobile credential is to AVOID PROPRIETARY ENCRYPTION which will prevent
 colleges and universities from controlling its encryption keys which will lock schools in a very
 costly and restrictive ecosystem and constrain adoption of new technology.
- Mobile Virtual ID In addition to native NFC/BLE mobile credentials, Atrium StudentLink supports Mobile Virtual ID via a dynamically regenerating 1D or 2D barcode on a mobileresponsive portal or native mobile iOS/Android apps. This provides a secure, low cost mobile ID experience as many POS registers are already equipped with these low-cost scanners.
- Mobile Pay Cardholders can use the Atrium Virtual ID or smartphone wallet for payment.
- Mobile Account Management (StudentLink) Atrium provides a mobile responsive portal
 and mobile apps allow cardholders to access and manage their accounts, upload ID photos
 (subject to admin review/approval of course), view off campus merchants and latest
 transactions, report their card lost/stolen, select meal plans and more.





	 Mobile Food Ordering & Delivery - Atrium supports a growing number of services for on and off campus food ordering and delivery. These include Infor, NCR Aloha, Agilysys, DishOut, GrubHub, Tapingo and Apriva. 	
	 Mobile Laundry - Students can check the availability and status of laundry machines (ITC Laundry Master required). 	
	 Mobile Reader/POS/Person Look-Up - Atrium includes a powerful mobile reader based on smartphone, PC and Apple iPad/iPod devices. Atrium Web Reader is HTML5 app that provides typical activity reader capabilities PLUS a Person Lookup capability is useful for campus security and RAs to verify a person's identity AND a basic POS capability. In addition, Atrium supports best-of-breed mobile devices. 	
	 Mobile Attendance Tracking - Atrium provides attendance tracking through conventional readers and mobile devices, including the Atrium Web Reader. 	
	 Mobile OneCard Administration - Client Atrium Admins can administrate Atrium, POS, and door access control systems from their mobile devices. 	
	Roadmap:	
	Atrium is focused over the next twelve months on the following new mobile capability:	
	Mobile Attendance Tracking Beacon/Geofencing - Ability for cardholders to use Atrium StudentLink for attendance tracking using beacon and geofencing technology, in addition to the reader-based approach we already support.	
5.1.5.5.	Provides ability to read pre-encoded information from the card and store into the System (such as card serial number, Proximity ID, etc.) at time of card production.	⊠ Yes □ No
	Atrium supports an unlimited number of credentials, including mag stripe, barcode, pre-encoded HID SEOS, mobile, and biometric credentials. This includes high energy ABA Track II & chip automatic encoding.	
	Card Exchange supports all numbering card formats and standards required in higher education, including mag stripe encoding (all tracks), printing barcodes, encoding/reading MIFARE NFC cards, and reading HID ICLASS NFC cards.	
5.1.5.6.	Functions with commercially available card printers. Provide a list of all non-proprietary commercially available card printers that are compatible with the system.	⊠ Yes □ No
	Card Exchange and other Atrium compatible card production systems are compatible with most card printers and cameras, including Datacard, Fargo, Mattica, Evolis, Zebra, Polaroid, and others. The key determining factor on printers is what NFC credential St. John's selects for use as not all printers can inline encode/read both MIFARE and HID ICLASS NFC cards.	
5.1.5.7.	Interfaces with other administrative systems and third-party applications over the campus network (such as ERP systems and Student Information System (SIS) using TCP/IP and web services interface.	⊠ Yes □ No
	Atrium Data Tools provides both bulk and on-going two-way synchronization with the card production system and other campus systems, including ERP and SIS. This allows hundreds of thousands of users to be easily loaded and continously syncrhonized, including photos.	
5.1.5.8.	Provides the ability to download/upload database information (such as Patron's biographical records, deletions, late registrations, etc.) to and from other administrative systems and third-party applications.	⊠ Yes □ No
	Atrium Data Tools allows for bulk transaction imports from other campus systems, and supports campus ID, person ID, and card number as unique person identifiers to pull over database information (e.g., biographical records, deletions, late registrations, etc.). This can be scheduled to run automatically on a frequency determined by the client. All of this available without the need to know SQL or to write custom scripts!	





	The Atrium API can also be used to import data to Atrium.	
5.1.5.9.	Relates the entity type to a specific card template.	⊠ Yes □ No
	Card Exchange supports multiple templates and configurations.	
5.1.5.10.	Provides the ability to print to one or more printers located locally or on the network and can occur automatically based on the rules defined within the student information system.	⊠ Yes □ No
	Atrium card production can print to any local or network printer as per rules configured by the Client Atrium Admin. Card Exchange offers Print Farm Setup with Print Dispatcher and Print Server Editions.	
5.1.5.11.	Enables the printing of cards by selecting the credential or entity type, the card template (when applicable), and clicking print.	⊠ Yes □ No
	Card Exchange supports Automatic Printing and Set Printing Requirements.	
5.1.5.12.	Includes Card designer software capable of designing cards for all entity types (Patrons, employees, contractors, Guests, etc.) within the same location.	⊠ Yes □ No
	With an advanced card designer, Card Exchange provides all the tools you need to create the perfect card(s) for you in a simple and fun way.	
5.1.5.13.	Provides the ability to copy and paste available card template objects from one design to another without compromising object size, placement or configuration.	⊠ Yes □ No
	All template information is centrally stored on the server and available in the same form at any workstation	
5.1.5.14.	Provides the ability to set the border thickness, border color, and fill color of card objects (content).	∑ Yes ☐ No
	Card Exchange offers border object features.	
5.1.5.15.	Allows for card template import and export functions to allow the sharing of card templates between distinct and independent systems. Provide a complete list of which file types are compatible with your import and export functions within the System.	⊠ Yes □ No
	Card Exchange supports integration with other systems.	
5.1.5.16.	Enables fields (including custom fields) and information to be automatically pulled from the student identification system database.	⊠ Yes □ No
	Card Exchange supports integration with other systems.	
5.1.5.17.	Allows User to add custom fields (user-defined fields) to credentials.	∑ Yes ☐ No
	Card Exchange supports Customized Record Fields (Picklist, Required Fields, Date Select, etc.) and layout.	
5.1.5.18.	Allows for scheduled sync of one or multiple database(s).	
	Yes. Scheduled and based on triggers.	
5.1.5.19.	Creates one security user and allows for creation of an unlimited number of security groups and users.	
	Card Exchange supports User/Group Permission Profiles.	
5.1.5.20.	Supports the configuration and management of secure credentials (such as access cards and keypad PIN numbers). A User shall be able to add, delete, disable, or modify a credential if he has the appropriate privileges.	⊠ Yes □ No
	Atrium supports unlimited credential types. These are administered by the Atrium Client Admin.	
5.1.5.21.	Permits Administrators to add, delete, disable, or modify a credential if they have the appropriate privileges.	⊠ Yes □ No
_	Atrium permits Client Admins to add, delete, disable, or modify a credential, given the propper permissions.	
5.1.5.22.	Allows for the automatic deactivation of an old card credential in the access control system as soon as a new card is issued.	Yes No
	Click here to provide additional commentary, if necessary.	





5.1.5.23.	Provides the ability to save and search user records, with option to create configurable search criteria.	
	Atrium Client Admins may save and search user records, as well as create configurable saved searches.	
5.1.5.24.	Provides screen push functionality for seamless population of third-party enrollment screens and applications.	⊠ Yes □ No
	Yes. Atrium has the ability to configure custom triggers as well for advanced capabilities such as ISO number look-up, etc.	
5.1.5.25.	Provides the ability to read card numbers and merge them into the database during the card issuance process, eliminating a manual card number enrollment process.	⊠ Yes □ No
	Yes.	
5.1.5.26.	Provides the ability to produce virtual credentials for use on NFC-enabled mobile devices.	X Yes No
	Atrium's Roadmap includes the ability for cardholders to use Atrium StudentLink for campus card transactions using NFC and/or BLE, in addition to the 2D barcode we already support. This will be in place by the end of 2019.	
5.1.5.27.	Supports the printing credentials in native .XPS format to any device.	
	Atrium Card Production uses Microsoft's XPS print engine to support the latest printing standards, however not all ID card printer manufacturers supply drivers support XPS technology. Therefore, we also offer a GDI+ print engine.	
5.1.5.28.	Provides detailed web-based reporting on entities (including First Name, Last Name, Entity Type, Photo, Card Information and any custom data fields). Reports shall be accessible from any location on the network.	⊠ Yes □ No
	Atrium provides detailed web-based reporting on any entity data, including First Name, Last Name, Entity Type, Photo, Card Information, and any custom fields. Atrium reporting is accessible from any web-enabled device.	
5.1.5.29.	Supports standard portrait and landscape card formats, custom card sizes and dual-sided cards.	
	Yes. These are mainstream capabilities and supported.	
5.1.5.30.	Allows for the creation of multiple card templates that define the content and presentation format of a cardholder card to be printed.	⊠ Yes □ No
	Card Exchange supports for the creation of multiple card templates and varying layouts per template.	
5.1.5.31.	Integrates with other security applications including visitor management, access control and time management.	⊠ Yes □ No
	Atrium and Card Exchange can integrate with other systems, including visitor management, access control, and time management.	
5.1.5.32.	Provides the ability for fields to be interchangeable between static and dynamic.	⊠ Yes □ No
	Yes.	
5.1.5.33.	Includes an interface for uploading Patron-supplied ID photos.	
	Atrium and Card Exchange support the import and export of Patron-supplied ID photos.	
	Atrium StudentLink Online Photo Upload is compatible with all supported card production systems, provided they store the photo either as a BLOB/CLOB in their database (and database access is available to Atrium) or on a file share as images.	
5.1.5.34.	Provides support for multiple ID card designs for various Patron types (such as student, faculty, staff, alumni, visitors, conferences).	⊠ Yes □ No
	Card Exchange supports for the creation of multiple card templates and varying layouts per template.	
5.1.5.35.	Provides software with the ability to support multiple user security levels.	





	Card Exchange supports User Profile Login w/Permissions - Control What Every User Can Do!	
5.1.5.36.	Provides software with the ability to support batch printing of credentials (such as batch printing of new student cards during orientation or guest cards).	⊠ Yes □ No
	Card Exchange supports batch printing.	
5.1.5.37.	Offers access to web-based reports. Data generated via web-based reports must be able to be exported as PDF or Excel files.	⊠ Yes □ No
	Atrium and Card Exchange offer production reports. Atrium reports can be exported to PDF or Excel.	
5.1.5.38.	Allows data generated via web-based reports to be exported as PDF or Excel files.	
	Atrium reports can be exported to PDF or Excel.	
5.1.5.39.	Allows for the use of non-proprietary cards.	⊠ Yes □ No
	Atrium supports non-proprietary cards.	
5.1.5.40.	Uses the standard American Banking Association Track II high energy magnetic stripe and encoding.	⊠ Yes □ No
	Atrium supports an unlimited number of credentials, including mag stripe, barcode, pre-encoded HID SEOS, mobile and biometric credentials. This includes high energy ABA Track II & chip automatic encoding.	
5.1.5.41.	Enables customization of mag-stripe formatting (such as beginning sentinel, patron number [nine digits], divider, lost card code, client identifier, end sentinel).	⊠ Yes □ No
	Atrium supports customization of mag-strip formatting.	
5.1.5.42.	Provide the following card, card design, and card production capabilities: i. Ability to add ghosting/opacity effects to any image. ii. Oversized design canvas with drag-off capability. iii. Flexible font sizing and colors. iv. Word wrap, shrink, and truncate text. v. Ability to flip between front and back of card. vi. Multiple layers (Z-Order). vii. Multiple field selection and alignment. viii. Field masking. ix. Background color fill. x. Magnetic stripe encoding. xi. Integrated photo capture (TWAIN, DirectShow & WIA). xiii. Auto-crop and zoom of images (ID Pix). xiiii. Signature capture. xiv. Save multiple images per record. xv. Import images from a file. xvi. Crop images upon import. xvii. Export images. xviii. Multi-campus record filtering. xix. Read only option. xx. Event driven email notifications. xxi. Selective black (K) panel printing. xxiii. Drop down list fields.	⊠ Yes □ No

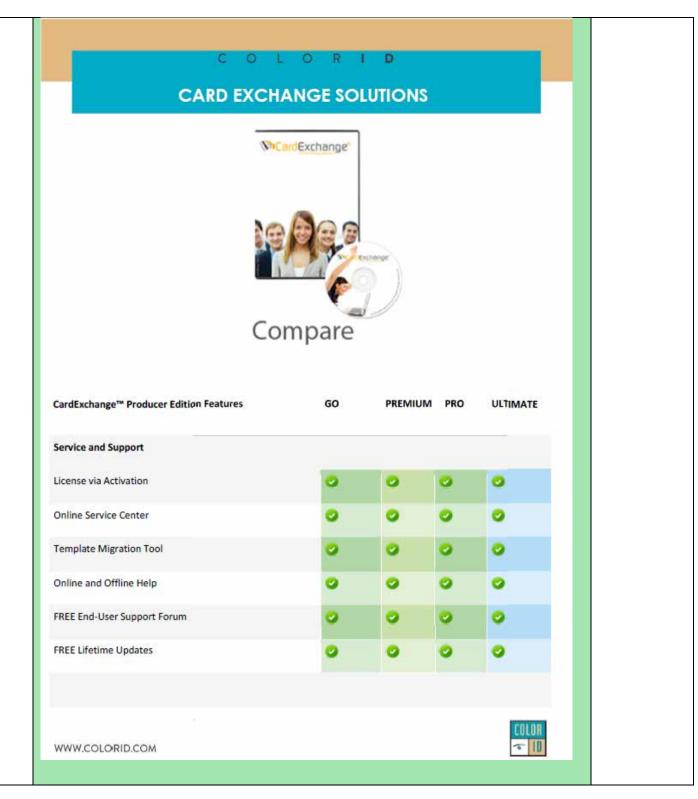




	xxv. Print individually or batch print.	
	xxvi. Single or dual-sided printing.	
	xxvii. Conditional print rules.	
2	xxviii. Wizard for managing user account privileges.	
	xxix. User audit trail.	
	Provide a complete list of the card and card production capabilities available with the System in	
	the green comment box immediately below. If using an attachment to supplement or replace your	
	commentary below, see <u>Section 2.3 Attachments</u> of <u>Attachment A - Technical Proposal</u>	
	Requirements and Specifications for instructions.	
	ColorID Card Exchange offers the following card and card production capabilities:	











CardExchange™ Producer Edition Features	GO	PREMIUM	PRO	ULTIMATE	
Design Tools and Functionality Features					
Various Card Sizes	CR-80 Only	All Sizes	All Sizes	All Sizes	
Add Card Templates	5	Unlimited	Unlimited	Unlimited	
Pre-defined Templates	•	0	0	②	
Card Template Manager	•	0	•	②	
Step-by-Step Card Design Wizard	•	•	•	②	
Text, Image, and Drawing Objects	•	•	•	②	
Content Alignment Tools	•	•	•	②	
Border Object Features	•	0	0	②	
Ghosting Images	0	0	0	②	
Image Opacity Masking	•	0	•	②	
Resize Font to Fit Feature	0	0	0	②	
1D Barcodes	•	0	•	②	
Manual Data Entries	•	•	•	②	
Grouping of Templates	0	0	•	•	
Background Removal	3	0	•	②	
2D Barcodes	0	0	•	②	
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CardExchange™ Producer Edition Features	GO	PREMIUM	PRO	ULTIMATE	
Export Card Preview	0	0	0	0	
Automate Manual Insert Actions	•	0	•	0	
Unlimited Layouts per Template	0	3	0	0	
Python Scripting Language	•	0	8	0	
Printing Features	_				
Print to Windows Printers	•	0	0	0	
Single and Double Sided Printing	•	0	0	0	
UV Panel Printing	0	0	•	0	
Batch Printing	0	•	0	0	
Windows Print Manager	0	•	•	0	
Print Production Reports	3	•	0	0	
Auto Print Server	8	0	•	0	
Photos, Signatures, and Image Features					
Image Tools Editor	•	•	•	0	
Import and Export Images	•	0	0	0	
DirectShow Webcam Support	•	•	•	0	
Twain Image Acquisition	•	•	•	0	
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CardExchange™ Producer Edition Features	GO	PREMIUM	PRO	ULTIMATE	
Canon Camera Support	0	•	•	0	
Copy and Paste Photos	0	0	0	•	
Advanced Photo Options	3	0	•	•	
Signature Pad Support	0	•	•	•	
Copy and Paste Signatures	0	•	•	•	
Advanced Signature Options	0	•	•	•	
Automatic Face Recognition	8	8	•	•	
Database Connectivity					
Internal Database	200 Records	Unlimited	Unlimited	Unlimited	
MS Excel Connectivity (all Office versions)	8	•	•	•	
CSV and Text DB Connectivity	8	•	•	•	
Paradox Connectivity	0	0	0	•	
MS Access Connectivity (all Office versions)	8	•	•	•	
MS SQL Server Connectivity (native)	3	0	•	•	
Oracle Connectivity (native)	8	8	•	•	
MySQL Connectivity (native)	8	8	0	•	
DB2 Connectivity (native)	8	8	•	•	
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CardExchange™ Producer Edition Features	GO	PREMIUM	PRO	ULTIMATE	
PostgreSQL Connectivity (native)	0	0	0	•	
ODBC Connectivity	0	0	•	•	
Active Directory Read and Write (LDAP)	0	0	0	Module On l y	
Database Features					
Pre-defined Database Templates	•	0	•	•	
Database Record Edit Window	•	0	•	•	
Enhanced Data Record Presentation (Datagrid)	0	0	0	•	
Record Column Filter and Sorting	•	0	•	•	
Store Photos in Database	0	0	0	•	
Add, Update, and Delete Database Records	•	•	•	•	
Store Signatures and Images in Database	0	0	0	•	
Automate Record Insert Options	0	•	•	•	
Store Global Counters in Database	0	•	0	•	
Store Print Counters in Database	0	•	•	•	
Store Environment Variables like Username and Login in Database	0	•	0	•	
Drop Down Menus with Fixed Values	0	•	•	•	
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CardExchange™ Producer Edition Features	GO	PREMIUM	PRO	ULTIMATE	
Create and Store Database Filter per Template	•	0	②	0	
Create and Store User Specific Record Lookup Fi	ilters N/A	5	Unlimited	Unlimited	
Live Database Record Lookup Filter	8	•	•	•	
Database Column Management (Visible, Editiabl	le)	0	•	0	
Advanced Primary Key Options	0	0	o	②	
Advanced Update/Insert Options	0	0	•	0	
Advanced Error Behavior Options	0	0	•	•	
Create Internal Views/Queries	0	0	•	•	
Drop Down Menus with Database Table Lookup	0	0	•	•	
Multiple Database Server Connections	8	0	•	•	
Store Production Data in Multiple Connected Da	ntabases 😵	0	•	•	
Store Photos, Signatures, and Images in Multiple	e Databases 🔞	0	•	0	
True Live Push-Pull Database Records	3	0	o	②	
Create Column Requirements for Inserting/Upda Records	ating	8	•	•	
Create Column Requirements for Record Printin	g 🛇	0	•	•	
Prompt Value before Printing Records	0	0	•	•	
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ardExchange™ Producer Edition Features	GO	PREMIUM	PRO	ULTIMATE	
ecurity Features					
ogin Feature	8	0	•	②	
Create Users	N/A	5	Unlimited	Unlimited	
Create User Groups	N/A	3	Unlimited	Unlimited	
Create User Group Profiles	0	0	0	0	
Assign/Remove User(s) To/From Groups	•	0	•	•	
emporary Block User(s)	0	0	0	0	
lide Functionality for Group(s)/User(s)	3	0	•	0	
lide Card Templates for User(s)/Group(s)	0	•	0	•	
lide Database Information for User(s)/Group(s)	•	0	•	•	
Advanced Fraud Protection Mechanism	•	•	•	•	
Create Specific User Profiles	•	0	0	•	
Account Password Expire Feature	0	0	0	•	
incoding Features					
Magnetic Encoding	•	0	•	•	
AIFARE® Classic 1K and 4K	•	0	0	•	
MIFARE® DESFire EV1 (all memory formats)	0	0	0	•	
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	CardExchange™ Producer Edition Features	GO	PREMIUM	PRO	ULTIMATE	
	MIFARE® SAM AV2	8	0	8	0	
	HID® Proximity Reading	3	8	8	0	
	Biometric Features					
	Enrollment	0	8	3	0	
	Verify	8	0	0	0	
	Record Lookup	0	0	0	0	
	Record Display	8	8	8	0	
	ID Scan Features					
	Store and Print Image	8	8	8	0	
	Store and Print Photo	3	0	8	0	
	Store and Print Signature	0	0	3	•	
	Store and Print OCR	3	0	0	0	
	Access Control Features					
	Paxton Access Control Read and Write	8	3	0	Module Only	
					,	
	,					
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	The contents of a card template must be able to inc	lude:				
	i. The cardholder's first name.ii. The cardholder's last name.					
1.5.43.	iii. The cardholder's picture.					
. 1.0.40.	iv. Custom fields.					
	v. Bitmap graphics.					
	vi. The name of the cardholder's credential.					





	vii. Lines and rectangles.	
	viii. Dynamic text labels linked to custom fields.	
	ix. Static text labels.	
	x. Barcodes (Code 39, Code 128, PDF417, Interleaved 2 of 5, QR, EPIC and others).	
	xi. Magnetic stripe encoding. Provide a complete list of the card template's input fields available with the System in the green comment box immediately below. If using an attachment to supplement or replace your commentary below, see Section 2.3 Attachments of Attachment A - Technical Proposal Requirements and Specifications for instructions.	
	Click here to provide additional commentary, if necessary.	
5.1.6.	Are the following YSU-specific card and card production requirements are provided by your System?	
	YSU has no specific requirements for the System.	

Section 6. Access Control Systems

6.1. System User Interface (Administrators)

6.1.1. *Describe how the access control system's user interface works*. Provide a list of the operations that can be managed with the access control system.

As an open, non-proprietary solution, Atrium has DIRECT integration with a variety of leading door access control systems including, Lenel OnGuard, C-CURE 9000, RS2, Genetec, DSX, PremiSys, S2 Security, Honeywell Pro-Watch, SALTO, and Pinnacle. Atrium synchs at the door access control database level for cardholder card numbers and access control groups/levels.





Atrium can integrate with YSU's existing DSX and Lenel access systems with HID prox card technology where no change is required; however, we given YSU's landscape and desired future state for your card system infrastructure, Atrium also recommends RS2 door access control as a modern, best-of-breed open architecture with:

- Ease of installation
- Lower TCO (Total Cost of Ownership)
- Ease of scalability and multinational application
- Elimination of "vendor lock-in"
- Ease of integration

Atrium also supports an unlimited number and type of credentials when controlling access, including HID ICLASS as well as other ID types such as mag stripe, NFC, BLE, barcode, Prox, Virtual ID, biometric, etc. At University of Georgia we provided 20 lanes of Iris cameras with light poles and turnstiles powered by Raspberry Pi's running an Atrium Java Reader app.

For access control, Atrium can serve the System of Record for Access Rights auto assigning/revoking access right groups based on multiple live data feeds from YSU's Student Information Systems and Active Directory. Atrium can also dynamically import access control transactions to provide a Single View of the Cardholder including all financial transactions, access transactions and admin actions. From/To select boxes allow instantaneous look up for any date time range. This information can be copied and/or downloaded to CSV in seconds.

RS2 response:

The RS2 system can control the cardholders, cards, what access does a particular person have access to a certain door or set of doors, interactive maps, cardholder tracking, mustering, etc.

6.1.2. Describe the available levels of post-implementation support and a description of what each level contains.

Atrium does not have multiple levels of support (e.g., Platinum, Gold, Silver, etc.). We have ONE level of support. It is called AtriumCare and it is included in the Atrium subscription pricing. Our philosophy is we designed and built Atrium and, if a client has issues, it is our responsibility to resolve them at our cost.

AtriumCare is a 24x7x365 support offering with 99.999% guaranteed availability. A team of campus card industry veterans familiar with YSU's staff and system configuration backs AtriumCare.

All Atrium software updates are included at no charge. AtriumCare is a single point of contact service for any/all issues with Atrium and any connected systems (e.g., POS, access, vending, etc.) providing the benefits of a single source provider without the higher prices and restrictions that typically accompany single source arrangements.

Below is Atrium's Service Level Agreement:

Level Criteria

1 Entire system down

One of more point of sale systems (e.g. bookstore, dining, etc.) are unable to process transactions due to Atrium being unavailable

Response Time 15 minutes

Atrium's enterprise private cloud provider provides active monitoring and responds instantaneously to a downtime incident





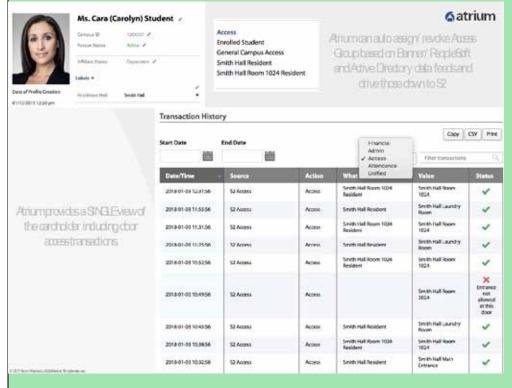
2	System is not down, and transactions are processing 60 minutes normally	
	Client has an urgent question or need	
3	System is not down, and transactions are processing 4 hours normally	
	Client has a general question	
any/all issuetc.), provi	nts elect to purchase systems through Atrium as part of a single bid, AtriumCare is the single point of cues with Atrium and can serve as the 'first responder' for issues with any connected systems (e.g., POS, ding the benefits of a single source provider without the higher prices and restrictions that typically accompents. In the event of issues with any connected system (e.g., POS, vending, etc.) Atrium will take lead in res	access, vending, any single source
	onse: nologies offers an optional Direct Support Agreement billed on an annual basis. This will give the end second technologies technical support staff directly as well as get all major software version upgrades for free.	user the ability to
6.1.3.	Which of the follow capabilities are included with your access control system's user interface?	
6.1.3.1.	Provides a comprehensive access control system specifically designed to meet the unique needs of the college or university campus.	⊠ Yes □ No
	As stated above, Atrium has connected with an array of best-of-breed access control systems, and supports an unlimited number and type of credentials when controlling access.	
6.1.3.2.	Offers a multi-user, multi-tasking environment and distributed system architecture.	
	Atrium has connected with an array of best-of-breed access control systems including S2 Security, RS2 Technologies, Persona, Lenel OnGuard, C-CURE 9000, Genetec, DSX, IDenticard/PremiSys, Honeywell Pro-Watch, SALTO, and Pinnacle. All of these are best-of-breed Physical Access Control Systems (PACS) and offer superior price/performance versus the proprietary OneCard access control systems which are only marketed to the higher education market.	
	Atrium supports an unlimited number and type of credentials when controlling access, including mag stripe, prox (125 kHz), HID ICLASS SE/SEOS (13.56 mHz), MIFARE Classic/EV1/EV2 (13.56 mHz), mobile credential (NFC/BLE) and biometric.	
	Atrium integrates with Physical Access Control Systems (PACS) using the Atrium open API which supports either web services, flat file (push/pull) or direct database (SQL push/pull).	
	 Atrium: Automatically assigns/revoke cardholder access levels based on live data feeds from the SIS, ERP, residence management and active directory systems. 	
	 Creates/updates cardholders in the access control system in real-time with card numbers and access levels. 	
	• Displays cardholder access transactions on the Atrium Person Profile page to provide a 'single view' of the cardholder, including all financial, access and attendance transactions.	







Real-Time Access Rights Management (above) – Atrium assigns/revokes access rights in real-time based on configurable rules and live data feeds from an array of systems, including SIS, ERP, residence management and Active Directory.



Person Profile Unified Transactional History (above) – This table shows all person transactional history in a single view, including admin actions, all with full audit trail from/to information.





	RS2 response:	
	RS2 Technologies offers an optional Direct Support Agreement billed on an annual basis. This will	
	give the end user the ability to contact RS2 technologies technical support staff directly as well as get	
6.1.3.3.	all major software version upgrades for free. Provides the ability to expand to an unlimited number of doors, alarm inputs and outputs.	✓ Yes
0.1.3.3.		△ res □ ivo
0.1.0.1	Click here to provide additional commentary, if necessary.	
6.1.3.4.	Supports unlimited offline card holders, offline transactions, and schedules.	Yes No
	RS2 response:	
	This is a functionality of the Mercury hardware. If the door goes offiline the proposed Mercury hardware can keep 50,000 transactions on the internal memory of the board.	
6.1.3.5.	Offers ability access for multiple floors.	
	Click here to provide additional commentary, if necessary.	
6.1.3.6.	Offers a single door controller with Power over Ethernet (PoE) capability capable of supporting all access devices at the door.	⊠ Yes □ No
	Click here to provide additional commentary, if necessary.	
6.1.3.7.	Supports DHCP addressing.	
	Click here to provide additional commentary, if necessary.	
6.1.3.8.	Supports virtual door implementation for scheduled locking and unlocking of non-card reader equipped doors.	⊠ Yes □ No
	Click here to provide additional commentary, if necessary.	
6.1.3.9.	Provides the ability for the privilege to be assigned to select administrators to allow multiple card swipes within a defined period to change the door state from locked to unlocked and vice versa.	⊠ Yes □ No
	Click here to provide additional commentary, if necessary.	
6.1.3.10.	Provides the ability to tie into existing building alarms.	
	Click here to provide additional commentary, if necessary.	
6.1.3.11.	Displays a map of the entire campus, indicating access attempts, alarms, and other special conditions	
	in real time. Click here to provide additional commentary, if necessary.	
6.1.3.12.	Provides online diagnostics and context sensitive help and instructions for special conditions like alarms.	⊠ Yes □ No
	Click here to provide additional commentary, if necessary.	
6.1.3.13.	Supports a variety of alarm conditions, with the possibility of assigning multiple alarm priorities and system responses.	⊠ Yes □ No
	Click here to provide additional commentary, if necessary.	
6.1.3.14.	Supports Patron alarm capability from any online reader or point of sale device.	Yes No
	Click here to provide additional commentary, if necessary.	
6.1.3.15.	Integrates video surveillance capabilities as a part of a comprehensive security solution.	
	RS2 response:	
	This is available but not included in this proposal.	
6.1.3.16.	Integrates IP Audio audible emergency alert systems.	
	RS2 response:	
	Zenitel	
	Associates video with an alarm event. Video must be available from the alarm management screen not	
6.1.3.17.	requiring separate application software to be accessed.	⊠ Yes ☐ No





RS2 response:	
This is an available option but not currently included in this quote.	
Are of the following YSU-specific System User interface requirements provided by your System	?
YSU has no specific requirements for the System.	
	This is an available option but not currently included in this quote. Are of the following YSU-specific System User interface requirements provided by your System?

6.2. Access Control Card Readers

0.0.4		1
6.2.1.	Describe your System's access control card readers.	
RS2 respo	nça·	
•	nologies does not use proprietary readers, we partner with and support all readers and formats from HIE) Farnointe Data
and Allegic		o, i arpointe Data,
6.2.2.	Which of the following features and capabilities are included with the access control card reader	rs?
0004		
6.2.2.1.	Uses non-proprietary, industry-standard equipment.	
	Click here to provide additional commentary, if necessary.	
6.2.2.2.	Provides the option of different types of readers (such as plain swipe-style card readers, card readers with keypads, and doorframe mounted "mullion" readers).	⊠ Yes □ No
	Click here to provide additional commentary, if necessary.	
	Provides system compatibility with contactless technology (such as proximity, NFC, Bluetooth and	
6.2.2.3.	RFID). <u>Provide a complete list of contactless technology that is compatible with your access</u> control card readers in the green comment box immediately below.	⊠ Yes □ No
	RS2 response:	
	RS2 Technologies does not use proprietary readers, we partner with and support all readers and	
	formats from HID, Farpointe Data, and Allegion (aptiQ).	
6.2.2.4.	Includes industry-standard non-proprietary equipment	⊠ Yes □ No
	Click here to provide additional commentary, if necessary.	
6.2.2.5.	Includes all-weather housing and be water and weather resistant.	
	Click here to provide additional commentary, if necessary.	
6.2.2.6.	Provides light emitting diodes ("LEDs") to indicate valid and invalid card reads, door forced or open conditions, access denied, etc.	⊠ Yes □ No
	Click here to provide additional commentary, if necessary.	
6.2.2.7.	Includes tamper resistant features to alert security when card readers are vandalized.	
	Click here to provide additional commentary, if necessary.	
6.2.2.8.	Includes the ability to securely read, interpret, and authenticate access control data from contactless smart card credentials.	⊠ Yes □ No
	Click here to provide additional commentary, if necessary.	
6.2.2.9.	Includes customized security protection through support of a portable credential methodology.	⊠ Yes □ No
	Click here to provide additional commentary, if necessary.	
	Enables ease of installation through identical wiring.	
	Click here to provide additional commentary, if necessary.	





6.2.2.10.	Enables backwards compatibility with legacy access control formats.						
	Click here to provide additional commentary, if necessary.						
6.2.2.11.	Offers a full product line of compatible products including readers, readers with integral keypads and, credentials and cards.	⊠ Yes □ No					
	Click here to provide additional commentary, if necessary.						
6.2.2.12.	Offers Anti-passback Notification that the card has already been processed and it must be removed from reader field temporarily prior to processing again.	⊠ Yes □ No					
	Click here to provide additional commentary, if necessary.						
6.2.2.13.	Provides universal compatibility with most access control systems by outputting card data in compliance with the SIA AC-01 Wiegand standard.	⊠ Yes □ No					
	Click here to provide additional commentary, if necessary.						
6.2.2.14.	Configures to provide Clock-and-Data output.	⊠ Yes □ No					
	Click here to provide additional commentary, if necessary.						
6.2.2.15.	Provides secure, bidirectional communication in compliance with v2 of the SIA OSDP (Open Supervised Device Protocol) standard.	⊠ Yes □ No					
	Click here to provide additional commentary, if necessary.						
6.2.2.16.	Uses programming cards to upgrade the reader's firmware in the field.	∑ Yes ☐ No					
	RS2 response: RS2 Technologies does not use proprietary readers, we partner with and support all readers and formats from HID, Farpointe Data, and Allegion (aptiQ).						
6.2.2.17.	Provides the ability to upgrade its application code using pre-configured firmware cards. This feature shall allow previously installed readers be reconfigured to modify their behavior and capabilities as the project environment evolves.	⊠ Yes □ No					
	Click here to provide additional commentary, if necessary.						
6.2.2.18.	Allows for secure installation through mounting methods utilizing tamper resistant screws.	∑ Yes ☐ No					
	Click here to provide additional commentary, if necessary.						
6.2.2.19.	Meets safety regulatory compliance FCC Certification (US).	⊠ Yes □ No					
	Click here to provide additional commentary, if necessary.						
6.2.2.20.	Provides the ability to transmit an alarm signal via an integrated optical tamper switch if an attempt is made to remove the reader from the wall. The tamper switch shall be programmable to provide a selectable action compatible with various tamper communication schemes provided by access control panel manufacturers. The selectable action shall include the following: i. The reader open collector line changes from a high state (5V) to a low state (Ground). During a tamper state, the "I'm Alive" message is inverted. Provide a complete list of the selectable actions available with the System's tamper switch in	⊠ Yes □ No					
	the green comment box immediately below.						
	Click here to provide additional commentary, if necessary.						
6.2.2.21.	Provides ability for an on-line "I'm Alive" message so the reader's functional health can always be monitored when paired with a compatible access control panel.	⊠ Yes □ No					
	Click here to provide additional commentary, if necessary.						
6.2.2.22.	Provides customizable reader behavior options either from the factory or defined in the field through the use of pre-configured command cards. Reader behavior programming options shall include the following: i. Audio/Visual Templates for card reads, and attack detection. ii Velocity Check timing and thresholds	⊠ Yes □ No					





	iii. Optical tamper actions.						
	iv. RF scan delay.						
	v. Hold Mode.						
	vi. Intelligent Power Management.						
	vii. Key diversifiers.						
	viii. Key rolling.						
	ix. CSN output configuration.						
	x. Data Model prioritization.						
	xi. Default LED color.						
	<u>Provide a complete list of behavior options available with the System's access control readers in the green comment box immediately below</u> . If using an attachment to supplement or replace your						
	commentary below, see <u>Section 2.3 Attachments</u> of <u>Attachment A - Technical Proposal</u>						
	Requirements and Specifications for instructions.						
	Click here to provide additional commentary, if necessary.						
	Provides the following programmable audio/visual indication:						
	 i. A high-intensity red/green/blue ("RGB") light bar shall provide clear visual status. The light bar shall provide uniform distribution of light eliminating individual bright spot. 						
6.2.2.23.	ii. An audio beeper shall provide various tone sequences to signify; access granted, access denied, power up, and diagnostics.	⊠ Yes □ No					
	Provide a list of all indication options available with the System's access control readers in the						
	green comment box immediately below. RS2 response:						
	Through OSDP protocol we can change the LED color to behave anyway that we want.						
6.2.2.24.	Provides ADA compliant capabilities. Provide a list of all ADA complaint capabilities available with your access control readers in the green comment box immediately below.						
	RS2 response:						
	One of the main features is that we can It the system know if a cardholder requires extended door unlock or door open times to allow for longer times to get through the opening.						
6.2.2.25.	Provides the ability for mounting to standard electrical boxes through the use of universal international mounting holes.						
	Click here to provide additional commentary, if necessary.						
6.2.2.26.	Enables user prioritization of high-frequency/high-frequency credential reads. Technology prioritization shall synchronize a site's credential technology read priority to the access panel configuration while reducing unintended credential reads.	⊠ Yes □ No					
	Click here to provide additional commentary, if necessary.						
6.2.2.27.	Includes the ability to provide consistent optimal read range by implementing an auto-tune function that adjusts for manufacturing tolerances to enhance consistency of performance from reader to reader.	⊠ Yes □ No					
	Click here to provide additional commentary, if necessary.						
6.2.2.28.	Provides the ability to be field programmable to provide secure upgrades for migration and extended lifecycle.	⊠ Yes □ No					
	Click here to provide additional commentary, if necessary.						
6.2.2.29.	Provides optimal read range and read speed for increased access control throughput.	⊠ Yes □ No					
	Click here to provide additional commentary, if necessary.						
6.2.2.30.	Reduces power consumption.	⊠ Yes □ No					
	Click here to provide additional commentary, if necessary.						





6.2.2.31.	Includes at least 10% recycled material to provide the potential of LEEDS building credits in construction projects.						
	This varies based on the hardware provider and, therefore we cannot give a blanket statement.						
6.2.2.32.	Complies with Restriction of Hazardous Substances directive ("RoHS") restricting the use of specific hazardous materials found in electrical and electronic products. The substances banned under RoHS are lead (Pb), mercury (Hg), cadmium (Cd), hexavalent chromium (CrVI), polybrominated biphenyls (PBB) and polybrominated diphenyl ethers (PBDE).						
	Click here to provide additional commentary, if necessary.						
6.2.2.33.	Complies with the following standards to ensure product compatibility and predictability of performance: i. ISO 15693. ii. ISO 14443A. iii. ISO 14443B. Provide a complete list of compatibility and performance standards which comply with the System in the green comment box immediately below.						
	Click here to provide additional commentary, if necessary.						
6.2.2.34.	Provides a full potted assembly.	Xes □ No					
	Click here to provide additional commentary, if necessary.						
6.2.2.35.	Enables contactless smart card migration from most legacy proximity applications through low current operation without the need to replace existing access control panels and/or power supplies.	⊠ Yes □ No					
	Click here to provide additional commentary, if necessary.						
6.2.2.36.	Operates in a temperature range of -31 to 150 degrees F (-35 to 65 degrees C).						
	Click here to provide additional commentary, if necessary.						
6.2.2.37.	Operates in a humidity range of 5% to 95% relative humidity non-condensing.						
	Click here to provide additional commentary, if necessary.						
6.2.2.38.	Provides the ability to be stored in a temperature range of -67 to 185 degrees F (-55 to 85 degrees C).						
	Click here to provide additional commentary, if necessary.						
6.2.2.39.	Provides the ability to withstand harsh environments with a rating of IP55 or IP65 per IP Code of International Electrotechnical Commission.	⊠ Yes □ No					
	Click here to provide additional commentary, if necessary.						
6.2.2.40.	Ensures secure connections where all cryptographic keys governing system security are delivered with end-to-end privacy and integrity.	⊠ Yes □ No					
	Click here to provide additional commentary, if necessary.						
6.2.2.41.	Provides a lifetime warranty against defects in materials and workmanship.	⊠ Yes □ No					
	Click here to provide additional commentary, if necessary.						
6.2.2.42.	Provides the capability to be utilized in ADA compliant openings.	⊠ Yes □ No					
	Click here to provide additional commentary, if necessary.						
6.2.2.43.	Coordinates with ADA operator equipment.	∑ Yes ☐ No					
	Click here to provide additional commentary, if necessary.						
6.2.3.	Are of the following YSU-specific requirements provided by your System?						
	YSU has no specific requirements for the System.						
130 has no specific requirements for the system.							





6.3. Access Control Software

6.3.1.	Describe your System's access control software.	
DCO		
RS2 respo		-l
	les a very powerful but at the same time very user friendly user interface. We are a fully open platform, be utilized by our nend users.	also oller a lifee
WODI II TO	bo dilizod by our nond doors.	
622	Describe the forms of authentication (such as card only, card or keypad, or card and keypad) su	pported by your
6.3.2.	System.	
500		
RS2 respo		
We suppor	t facility code only, card only, PIN only, card or PIN, card and PIN	
6.3.3.	Which of the following capabilities are included with your System's access control software?	
0.3.3.	which of the following capabilities are included with your System's access control software:	
6.3.3.1.	Offers an enterprise class access control software solution.	
	Click here to provide additional commentary, if necessary.	
6.3.3.2.	Integrates with the card production software.	✓ Yes
	Click here to provide additional commentary, if necessary.	
	Provides the ability to perform and integrate with multiple security functions (Such as the configuration,	
6.3.3.3.	management and monitoring of cardholder access, hardware units (controllers), events, alarms, and	⊠ Yes ☐ No
	real-time tracking and reporting).	
	Click here to provide additional commentary, if necessary.	
6.3.3.4.	Generates scheduled reports right for the access control software interface. The System should allow for identifying predetermined recipients of the automated reports.	⊠ Yes □ No
	Click here to provide additional commentary, if necessary.	
6.3.3.5.	Provides the ability to scale upwards to include provisions for future growth.	Yes □ No
	Click here to provide additional commentary, if necessary.	
6.3.3.6.	Supports multiple access control lock hardware manufacturers.	
	RS2 response:	
	We support integrations with Assa Abloy, Allegion, Best, and Salto	
6.3.3.7.	Integrates with multiple non-proprietary interface modules, access readers, and other third-party applications.	⊠ Yes □ No
	Click here to provide additional commentary, if necessary.	
0000	Supports mixed configurations of hardware devices and lock hardware (such as single Power of Ethernet	
6.3.3.8.	(PoE) enabled controllers, two reader controllers, and wireless locks).	⊠ Yes □ No
	RS2 response:	
	We fully support the entire Mercury Security product offering.	
6.3.3.9.	Supports an unrestricted number of controllers and interface cards.	Xes □ No
	Click here to provide additional commentary, if necessary.	
6.3.3.10.	Supports an unrestricted number of logs and historical transactions (such as events and alarms) with	⊠ Yes □ No
3.0.01101	the maximum allowed being limited by the amount of hard disk space available.	
	Click here to provide additional commentary, if necessary.	





6.3.3.11.	Supports the configuration and management of doors. An Administrator shall be able to add, delete, or modify a door if he has the appropriate privileges.					
	Click here to provide additional commentary, if necessary.					
6.3.3.12.	Permits multiple access rules to be associated to a door.					
	Click here to provide additional commentary, if necessary.					
6.3.3.13.	Supports the configuration and management of schedules. An Administrator shall be able to add, delete, or modify a schedule if he has the appropriate privileges.	⊠ Yes □ No				
	Click here to provide additional commentary, if necessary.					
6.3.3.14.	Allows a User to initiate lockdown via a physical input button.	Yes □ No				
	Click here to provide additional commentary, if necessary.					
6.3.3.15.	Includes a toggle feature to allow a Patron to change the state of a door with their primary ID card.					
	Click here to provide additional commentary, if necessary.					
6.3.3.16.	Requires multi-technology card readers (such as magstripe, barcode, contactless, proximity and chip).					
	Click here to provide additional commentary, if necessary.					
6.3.3.17.	Supports multiple card formats (such as MOCA, BadgePass, Schlage, XceedID, MIFARE, HID Proximity protocols, HID iClass, GE/CASI, ProxLite, AWID Proximity, LenelProx, etc.). Provide a complete list of the card formats supported and identify any major brands or formats that are NOT supported in the green comment box immediately below.	⊠ Yes □ No				
	Click here to provide a list of all card formats which are not currently supported by your System.					
6.3.4.	Are the following YSU-specific requirements provided by your System?					
YSU has no specific requirements for the System.						

6.4. Wireless Access Control System

6.4.1.	Describe your wireless access control offerings and capabilities.			
As an open, non-proprietary platform Atrium is compatible with all leading WiFi locks including Assa Abloy, Allegion and others. WiFi locks and exit devices provide complete access control in locations where it would be difficult or cost-prohibitive to install a wired lock. With no wires to run, installation time is significantly reduced – simply install the device on the door and configure it to communicate with the wireless network.				
6.4.2.	Which of the follow capabilities are included with your wireless access control system?			
6.4.2.1.	Provides the capability to be utilized in ADA compliant openings.	⊠ Yes □ No		
	Click here to provide additional commentary, if necessary.			
6.4.2.2.	Coordinates with ADA operator equipment.			
	Click here to provide additional commentary, if necessary.			
6.4.3.	Which of the following YSU-specific requirements are provided by your System?			
YSU has no specific requirements for the System.				





6.5. Biometric Access Control System

6.5.1.	Describe your biometric access control system offerings and capabilities.				
RS2 respo	nse:				
We offer in	We offer integrtions with biometric integrations such as Invixium, Bioconnect (Suprema), ZK Access, Allegion, HID				
6.5.2.	Which of the following YSU-specific requirements are provided by your System?				
	YSU has no specific requirements for the System.				

6.6. Offline Access Control System

6.6.1. Describe your offline access control system's offerings and capabilities.

Offline locksets are battery-operated, stand-alone units, requiring no wiring from locks to CPU. Offline locks offer an economical solution for customized access control without the cost and complexity of a networked system.

Offline lock software provides an easy-to-use, convenient electronic access management system compatible with Microsoft® Windows® operating systems. Transfer of information between the program and lock is done using a handheld device as an interface at the door.

RS2 response:

Our system is an online access control system but in the event that a control board goes offline, the controller has on board memory so it will continue to function locally with that onboard memory. This will include granting and not granting access (depending on access levels for a particular cardholder, storing transactions locally, executing tasks.

|--|

**YSU has no specific requirements for the System. **





Section 7. Point-of-Sale (POS) Hardware & Terminals

7.1. Point-of-Sale (POS) Hardware

7.1.1. Describe your point-of-sale (POS) hardware & terminals.

Atrium is a non-proprietary campus card system and connects with non-proprietary equipment. Please see Atrium Addendum section for details on the spectrum of terminals currently supported by Atrium. This list continues to grow based upon client demand.

New Point of Sale Options

Atrium connects to ANY industry-standard, non-proprietary, best-of-breed point of sale system to provide a unified One Card solution. Currently, Atrium provides POS connections to Infor POS (previously branded as Vivonet), NCR Aloha, NCR Silver Pro, Oracle Micros, Clover, Prism|rbs, Agilysys, and Bypass Mobile should YSU wish to replace their existing registers.

**Atrium has a connection with Sequoia QuadPoint but is unable to use it since Blackboard purchased the product and made the POS proprietary in 2015.

With Atrium's open Transactional API, it is easy to add additional POS partners. Atrium is currently in discussions with Appetize and Revel, as well as Panera and Chick-fil-A to provide direct POS connections to their POS systems.

All the POS systems Atrium supports offer a wide range of options including digital menu boards, kitchen display systems (KDS), payat-table devices, conventional registers with cash draw and receipt printer, hybrid mobile/fixed terminals, kiosks, and mobile devices. Infor Cloud POS and NCR Aloha also support brand gift card/loyalty programs such as Starbucks gift cards.

Infor Cloud Point of Sale

Thousands of quick and full-service restaurants in every state and province across North America use the Infor Cloud POS system. In 2011 Deloitte, selected Infor as one of the fastest growing technology companies in North America. Infor has the most modern technology platform in the POS market.

Sodexo was an early partner and Infor is today their enterprise POS system. Sodexo just installed > 100 lanes of Infor POS at Florida State University. Infor POS provides unique integration with Sodexo's back of house systems.



Infor is extremely well proven in higher education with an installed base of over 300 clients and provides the unique functionality this market requires (meal plans, meal equivalency, etc.), but also brings the advantage of marketing to other vertical markets, thus funding a higher level of R&D than alternative POS providers and proprietary, niche point of sale systems such as Sequoia QuadPoint, that are only marketed in the higher education space.



Infor POS is non-proprietary, and thus will NOT lock Northern Illinois into a single campus card system provider.

Infor supports an array of hardware platforms and device formats, including digital menu boards, kitchen display systems (KDS), payat-table devices, conventional registers with cash draw and receipt printer, hybrid





mobile/fixed terminals, kiosks, and mobile devices. Infor also supports the Starbucks rewards/gift card program and Chick-fil-A's POS requirements.

In summary, if YSU seeks a new POS, Atrium recommends Infor Cloud POS. Infor would give YSU a *single*, *modern*, *non-proprietary* POS designed to meet the needs of the mobile generation.

7.1.2. Describe the range of "small footprint" POS workstation options available with your System.

All the POS systems Atrium offer options designed with a small footprint. Infor fully meets this requirement.

7.1.3. Describe the available levels of post-implementation support and a description of what each level contains.

As stated in 6.1.2, Atrium does not have multiple levels of support (e.g., Platinum, Gold, Silver, etc.). We have ONE level of support. It is called AtriumCare and it is included in the Atrium subscription pricing. Our philosophy is we designed and built Atrium and, if a client has issues, it is our responsibility to resolve them at our cost.

AtriumCare is a 24x7x365 support offering with 99.999% guaranteed availability. A team of campus card industry veterans familiar with YSU's staff and system configuration backs AtriumCare.

All Atrium software updates are included at no charge. AtriumCare is a single point of contact service for any/all issues with Atrium and any connected systems (e.g., POS, access, vending, etc.) providing the benefits of a single source provider without the higher prices and restrictions that typically accompany single source arrangements.

Below is Atrium's Service Level Agreement:

System is not down, and transactions are processing

3

normally

Client has a general question

Level 1	Criteria Entire system down One of more point of sale systems (e.g. bookstore, dining, etc.) are unable to process transactions due to Atrium being unavailable	Response Time 15 minutes Atrium's enterprise private cloud provider provides active monitoring and responds instantaneously to a downtime incident
2	System is not down, and transactions are processing normally Client has an urgent question or need	60 minutes

When clients elect to purchase systems through Atrium as part of a single bid, AtriumCare is the single point of contact service for any/all issues with Atrium and can serve as the 'first responder' for issues with any connected systems (e.g., POS, access, vending, etc.), providing the benefits of a single source provider without the higher prices and restrictions that typically accompany single source arrangements. In the event of issues with any connected system (e.g., POS, vending, etc.) Atrium will take lead in resolving the matter.





As a Software-as-a-Service (SaaS) solutions, initial one-year hardware depot warranties are included on new hardware. Extended warranties are available upon request. Given the size of YSU's potential POS footprint, Atrium recommends purchasing spare registers and printers versus extended warranties. Atrium can function as the single point of contact for Infor POS support. We have direct phone and email connections with Infor. We are investigating having access to their ticket management system. Which of the following capabilities are provided by the System's point of sale hardware? 7.1.4. 7.1.4.1. Uses non-proprietary, industry-standard equipment. X Yes No Atrium is a non-proprietary campus card system and connects with non-proprietary equipment. Please see 'Section 7.1.4.1 – Atrium - Hardware Specifications.pdf' in the Tab 4 – Appendix/Appendices tab for details on the spectrum of terminals currently supported by Atrium. This list continues to grow based on client demand. 7.1.4.2. Provides the ability to select applications based on standard-based, non-proprietary specifications. ⊠ Yes □ No All POS systems Atriums support are industry-standard and non-proprietary. Offers POS Terminals which use the following: Internal solid state flash storage (i.e. without a hard drive). ii. POS security-hardened operating system currently supported by the vendor. iii. Color touch screen. ⊠ Yes □ No 7.1.4.3. A wide range of POS capabilities. İ۷. Provide a complete list of POS terminal's capabilities available with the system in the green comment box immediately below. If using an attachment to supplement or replace your commentary below, see Section 2.3. - Attachments of Attachment A - Technical Proposal Requirements and Specifications for instructions. All the POS systems Atrium support terminals using internal solid-state flash storage and a removable flash card. ii. iii. The Infor POS and other Atrium POS partners have touchscreen POS registers, kiosks and tablets that meet these requirements. iv. All the POS systems Atrium support terminals offer a wide range of capabilities, including 20+ menus, item modifiers and combos, kitchen display systems and printers, routing different menu items to different kitchen display devices, integrated barcode scanners and scales, integrated P2P credit card solutions, gift card interfaces, cellular mobile devices, selfcheckout, ability to interface with mobile ordering site, etc. Offers an easy-to-use device, designed as a POS workstation for harsh foodservice and retail 7.1.4.4. environments. All the POS systems Atrium support are modern, easy-to-use devices designed as a PC-based POS workstation for harsh foodservice and retail environments. 7.1.4.5. Fully integrates with the campus card system. X Yes No All the POS systems Atrium support are fully integrated, real-time, with the Atrium campus card system. Supports direct communication with Client's campus card system via TCP/IP without the use of intermediate controllers or other communications devices. Please indicate if a wireless POS option 7.1.4.6. X Yes ☐ No is available in the green comment box immediately below.





	All point of sale systems (including Infor), ITC and Jamex readers and kiosks, Castles readers, Verifone readers, Atrium Reader and Atrium Raspberry Pi Reader provide this capability. Cellular communication is also supported on most terminal devices.								
7.1.4.7.	Supports offline transaction logging.								
	POS devices, with the exception of cellular vending readers, have the ability to operate in offline mode if Internet connectivity to Atrium is lost. When connectivity is restored these transactions are sent to Atrium for processing. Atrium uses two date time stamps - effective and processed. Offline transactions are denoted graphically on the Person Profile page (see screen capture). Online and Offline are available as Reporting filters as well.								
	Transaction Histo	ry				<u>+</u> .			
					Cop	y CSV Print			
	Start Date	End Date			1557	(4) [550] [5000]			
				Financial	- Filter transac	tons Q			
	Date/Time	Source	Action	What	Value	Status			
	2017-12-21 10:53:22	Smith Dining Hall #3	Charge	All-Access 7-Day Plan	-1 Meal	~			
	2017-12-21 10:53:06	Smith Dining Hall #3	Charge	All-Access 7-Day Plan	-1 Meal	~			
	2017-12-21 10:52:14	Smith Dining Hall #3	Charge	All-Access 7-Day Plan	-1 Meal	~			
	Online: Offline	Date: 2017-12-21 10:50:08	ID Type: Klass	Tender: Eagle Meals	-1 Meal	~			
	2017-12-21 10:49:26	Smith Dining Hall #3	Charge	All-Access 7-Day Plan	-1 Meal	V 0			
	2017-12-21 10:49:23	Smith Dining Hall #3	Charge	All-Access 7-Day Plan	-1 Meal	V .			
	2017-12-21 10:48:44	Smith Dining Hall #3	Charge	All-Access 7-Day Plan	-1 Meal	v •			
	2017-12-21 10:45:17	Smith Dining Hall #3	Charge	All-Access 7-Day Plan	-1 Meal	-			
	2017-12-21 10:44:09	Smith Dining Hall #3	Charge	All-Access 7-Day Plan	-1 Meal	~			
	2017-12-1322:26:10	Eagles Nest Grill	Charge	Employee Bucks	\$500.00	Cannot Exceed Maximum Individual Account Credit Limit			
	First Previous 4 5 6 7 8 Next Last								
			•	ccount-specific off-					
7.1.4.8.	Offers a wide range of standard reports on employees, system units, revenue centers and historical data from any POS workstation. Systems where POS reports are only available from a central location are not acceptable.							⊠ Yes [□ No
	All the POS systems Atrium support offer extensive canned and custom reports and are available from any internet-connected device.								
7.1.4.9.	Supports a wide variety of POS-compliant peripherals, such as printers, kitchen display systems, scales, coin changers and bar code scanners.							⊠ Yes [□No
	All the POS systems Atrium supports offer a wide range of options and peripherals including digital menu boards, kitchen display systems (KDS), pay-at-table devices, conventional registers, hybrid mobile/fixed terminals, kiosks, and mobile devices. Bypass Mobile and Infor offer USB-connected barcode scanners.								
7.1.4.10.	Supports online magnetic stripe card technology without the need for an additional card reader.							X Yes	No





	All the POS systems Atrium supports offer online magnetic stripe card technology without the need for an additional card reader.				
7.1.4.11.	Supports board meals, declining balance, meal equivalency and default exchange options, and privilege entitlement verification.				
	All the POS systems Atrium supports offer board meals, declining balance, meal equivalency and default exchange options, and privilege entitlement verification.				
7.1.4.12.	Reports all sales that occur in the POS system regardless of tender (such as card, cash, credit card, etc.). Must be reported at the central card system providing for enterprise wide reporting capabilities.	⊠ Yes □ No			
	All the POS systems Atrium support this capability.				
7.1.4.13.	Offers credit card processing.				
	All the POS systems Atrium supports offer credit card processing.				
7.1.4.14.	Includes a process for handling hardware and software service issues.	✓ Yes			
	As a Software-as-a-Service (SaaS) solutions, initial one-year hardware depot warranties are included on new hardware. Extended warranties are available upon request. AtriumCare is the first point of contact for handling any hardware or software service issues. Atrium can function as the single point of contact for Infor POS support. We have direct phone and email connections with Infor. We are investigating having access to their ticket management system.				
7.1.4.15.	Provides a link to the POS manufacturer's helpdesk to dispatch hardware related issues directly to the manufacturer on behalf of the client link through your helpdesk.	⊠ Yes □ No			
	Atrium is happy to comply with this requirement.				
7.1.4.16.	Provides installation and training for POS terminals.				
	Atrium offers two implementation (installation and training) models: (1) Full implementation by Inforunder the single project management and contract of Atrium and (2) Train-the-Trainer, where Infor will train YSU staff by doing the first 2 – 3 venues, and then YSU performs the rest of the installation with its staff with support from Infor/Atrium. George Mason University, the largest public university in Virginia with over 36,000 students, elected the				
	Train-the-trainer is the approach. GMU is in the process of replacing their 65 proprietary Bb Sequoia registers with Infor POS.				
7.1.4.17.	Includes a kiosk food ordering system including a text notification feature.	∑ Yes			





Infor provides food ordering kiosks. The self-ordering kiosk can be a HP RP9 Terminal or an Aures Yuno 15" terminal mounted on to a metal kiosk stand with a thermal printer housed inside of it. Infor Kiosks support operating in both kiosk and normal POS mode. Infor Kiosk text notification is on the product roadmap for 2019 Many other clients are requesting this feature. Atrium commits if awarded the contract that it will be available in time for YSU's 2019 Go Live. Our plan is to automatically send Infor the cardholder's email address as part of the transactional response for use as the default email address. VIVONET Works with mobile POS devices (such as seat ordering at stadiums) X Yes 7.1.4.18. No Infor supports mobile POS devices (e.g., tablets) from Posiflex for in-seat ordering at stadiums. Infor POS is used, for example, at the Hollywood Bowl and TD Garden in Boston for in-seat and in-hospitalitysuite ordering. Offers privilege verification through readers in activity locations (for example, the Client shall be able to assign a default activity to individual card readers so that only a card swipe/tap is required). If privileges ⊠ Yes ☐ No 7.1.4.19. are applied for access or entry, the reader should allow for the benefit to be applied (such as entry and discounts). Atrium has a rich spectrum of Activity/Attendance Tracking capabilities. These include the ability to authenticate cardholder privileges across an unlimited number of locations and times. This allows the University to assign a default activity to individual card readers so that only a card swipe/tap is required. We call this auto-swipe mode. If privileges are applied for access or entry, the reader allows the benefit to be applied (e.g., admit entry and apply discounts, record attendance including a reason and weighting factor, etc.)







An array of readers can be used to meet the specific requirements of the use case. These include unattended readers such as the ITC netZtouch reader (see picture below far left at top of slide), the Atrium Web Reader, Raspberry Pi's running the Atrium App and Castles merchant readers. These devices support offline mode. The Raspberry Pi can be attached to a light pole to flash red/green and open a turnstile. Atrium deployed 20 of these Raspberry Pi readers at University of Georgia where they are connected to Iris scanners (see below).

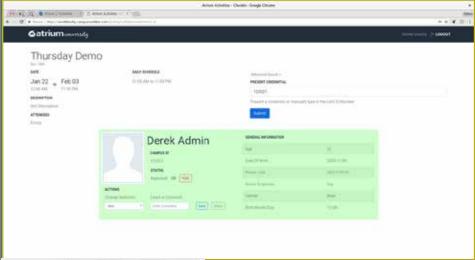
Atrium Reader

- Included in Atrium Core system
- o HTML5 app that provides full campus card transactional capabilities (debit, meal plan and attendance) PLUS a Person Lookup capability that is useful for campus security and RAs to verify a person's identity AND a basic POS capability.
- Unlimited Number An Atrium Reader is defined by a unique URL extension and the number is unlimited.
- Auto swipe mode (green/red validation)
- Photo authentication
- o Multiple ID types (magnetic stripe, barcode, smart card, etc.)
- o Requires USB MSR or smart card reader
- o Great for recording attendance at fitness centers, career centers, etc. where an existing desktop or laptop PC is already in place.
- Centralized Admin Panel Every aspect of the Web Reader is configurable by the client Atrium Admin through the Atrium UI, including authorized users, tenders, modes, transaction types, theming, activation/expiration dates and more.





o Atrium Mobile Reader is the same as Atrium Web Reader but a secure browser app on the iPhone, iPad and iPod Touch is used which supports snap on readers such as the Linea Tab.







- Castles Merchant Reader (OPTION)
 - o Available in two models:
 - MP200
 - **§** VEGA3000 with built-in receipt printer
 - o Centralized Admin Panel Every aspect of the Web Reader is configurable by the Atrium Admin through the Atrium UI, including authorized users, tenders, modes, transaction types, theming, activation/expiration







dates and more.

- Attended and unattended capability
- Auto swipe mode (green/red validation)
- Multiple ID types (magnetic stripe, barcode, HID ICLASS, smart card, etc.)
- Offline capability
- o Battery powered
- o Wi-Fi and Cellular
- o NFC and BLE
- Supports campus card and debit/credit card (EMV)



Atrium Raspberry Pi for Iris Cameras (OPTION)

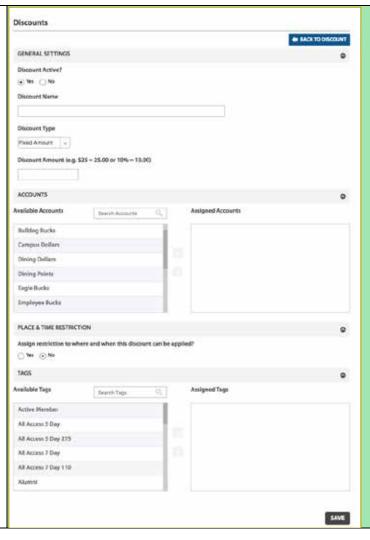


- Atrium's open source Java transaction App allows Raspberry Pi's to function as Campus Card readers.
- An optional, top-hat relay board allows clients to connect light poles and turnstiles. Atrium used this approach to power 20 new Iris scanners at University of Georgia (see below).
- Atrium authenticates in less than a second on this device.
- ANY USB card reader can be attached to the Atrium Raspberry Pi, including mag stripe, smart card, barcode and biometric.

Implementing Atrium Raspberry Pi for Iris Scanners allowed University of Georgia to speed up queue times and decrease fraud by improper sharing of campus cards.







Atrium supports discounts or bonuses, based on either a percent or fixed amount, using a rules engine that includes participating account(s), time, and place restrictions down to the reader level and Person Tags.

This supports use cases such as 'grant cardholders with Person Tag = Student a discount of 10% for General Debit Account on the weekends at the Student Center, etc.

Atrium supports an *unlimited* number of Discount/Bonus rules. Atrium Reports provides the ability to report on these parameters.

7.1.5. Provide any additional features your company adds to the proposed hardware beyond integration with the proposed transaction processing system.

The Atrium Infor connection supports sending the cardholder photo, name, phone, email, and other person attributes to support photo authentication at the register and kiosk/online ordering use cases where it is desired to automatically text or email the cardholder when their food is ready for pick-up and to send a receipt. The Atrium Transactional API supports this additional information currently. Infor added support for Photo Authentication in mid-2018 and will add support for text notification through QSR KDS by end of calendar year 2019 latest.

7.1.6.	Are th	e following YSU-specific requirements provided by your System?	
	_		
	i.	Offers "dynamic Routing" between the POS and kitchen monitors as required by some Foodservice providers.	
	ii.	Provides the ability to type in patrons name for orders into POS system interface.	
	iii.	Offers a web-based interface for system configuration.	⊠ Yes □ No
	iv.	Ensures all POS are EMV/P2PE compliant.	
	٧.	Supports multiple credit card processor merchant accounts.	
	vi.	Accepts mobile payment and though the proposed card technology.	





7.1.7.	YSU requests suggestions for innovative solutions to <u>redesign</u> the current POS hardware and terminal locations, terminals, and configuration. Please see the site document for our current site POS footprint in <u>Attachment A - YSU Point of Sale Site Map</u> .	
Click here	to enter response.	
7.1.8.	YSU request suggestions for innovative solutions to <u>upgrade</u> our current POS hardware and terminals. Please see the site document for our current site POS footprint in <u>Attachment A - YSU Point of Sale Site Map</u> . The scope of this request should include suggestions for a new Point of Sale Site Map solution.	
Click here to enter response.		

7.2. Terminal(s)

7.2.1.	Describe the POS terminal options available with the System.	
1.4.1.	Describe the FO3 terminal options available with the System.	
	S systems Atrium supports offer a wide range of options including digital menu boards, kitchen display systems, conventional registers with cash draw and receipt printer, hybrid mobile/fixed terminals, kiosks, and	
7.2.2.	Which of the following capabilities are included with the System's POS terminals?	
7.2.2.1.	Uses non-proprietary, industry-standard equipment.	
	Atrium connects to ANY industry-standard, non-proprietary, best-of-breed point of sale system to provide a unified One Card solution.	
7.2.2.2.	Provides Or highly visible multiple line displays capable of clearly indicating the result of an attempted transaction and alerting the operator of an off-line condition or other special event.	⊠ Yes □ No
	All point of sale systems (including Infor), ITC and Jamex readers and kiosks, Castles readers, Verifone readers and the Atrium Reader provide this capability. The Atrium Reader, an HTML5 app built into the Atrium CORE system also provides this capability. The Atrium Reader is an HTML5 application, that turns any browser-based device into campus card activity reader, thus eliminating the need for additional hardware devices on campus. Clients may have an unlimited number of Atrium Readers as each reader is simply a unique URL. Atrium Reader runs on any browser-based device and supports any USB reader.	
7.2.2.3.	Supports direct TCP/IP communications without additional wiring or communications device (support both wired and wireless options as applicable).	⊠ Yes □ No
	All point of sale systems (including Infor), ITC and Jamex readers and kiosks, Castles readers, Verifone readers, Atrium Reader and Atrium Raspberry Pi Reader provide this capability. Cellular communication is also supported on most terminal devices.	
7.2.2.4.	Provides the ability, if communications with the host are lost, to log transactions in an off-line state and is able to upload logged transaction information to the host when communications are restored.	⊠ Yes □ No
	Infor POS, ITC readers and kiosks, Castles Readers, Verifone readers and the Atrium Raspberry Pi Reader provides this off-line capability.	
7.2.2.5.	Includes the ability to be User programmable from the application, or another card reader, as well as using its own keypad.	⊠ Yes □ No
	Infor POS terminals are configured from the browser-based Enterprise Manager. Atrium Readers are similarly configured through browser-based Atrium Admin Portal. ITC and Jamex readers have remote	

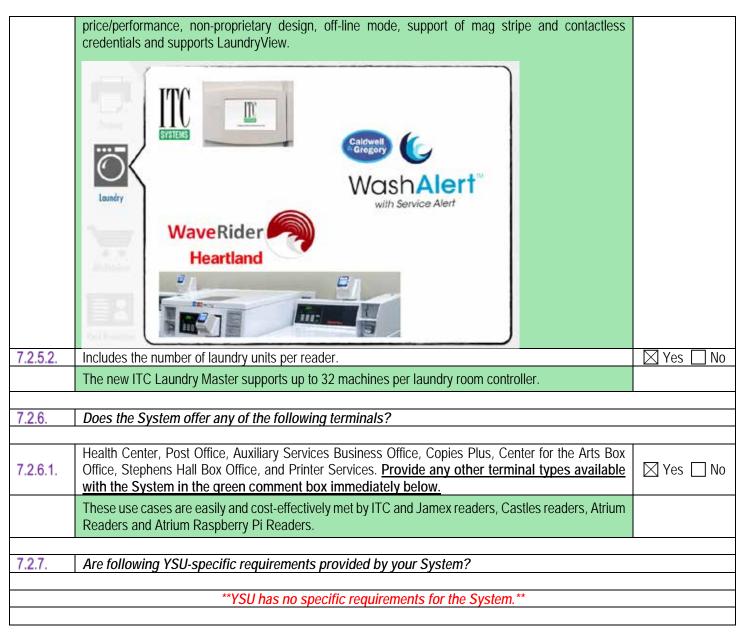




	configuration capabilities. Atrium is adding support for remote configuration and management of Castles Readers through the Atrium Admin Portal. Credit/debit and mobile wallet support is available on most terminals.					
7.2.2.6.	Provides error messages and diagnostic routines to help system operators troubleshoot problems with or without the assistance of supplier technical support (such as offline notification, audible sound errors).					
	All terminals provide error messages and diagnostic routines to help system operators diagnose issues without support. The specifics vary by terminal type. For example, Infor POS terminals show a yellow light when operating in offline mode (versus green for normal online operation).					
7.2.2.7.	Provides additional payment methods like stored value and credit/debit transaction. <u>Provide any other payment methods your POS terminals accept in the green comment box immediately below</u> .	⊠ Yes □ No				
	Credit/debit and mobile wallet support is available on most terminals.					
7.2.2.8.	Communicates with host system directly over TCP/IP and cellular without the requirement of intermediate controllers or terminal servers	⊠ Yes □ No				
	Atrium supports the ITC TCP/IP vending readers.					
7.2.3.	Describes the System's copy/print terminals.					
	Jamex copy/print terminals support credit/debit payment.					
	заттех соругрний теплинать заррой стештиевы рауттели.					
7.2.4.	Which of the following capabilities are included with the System's vending terminals?					
	The second of th					
7.2.4.1.	Communicates with host system directly over cellular or TCP/IP networking without the requirement of intermediate controllers or terminal servers.	⊠ Yes □ No				
	Atrium is compatible with cellular 4-in-1 USATech ePort, Crane MEI, CoinCo and other vending readers. Atrium connects with these readers through the USATech, DishOut and Apriva payment gateways without intermediate controllers or terminal servers. USATech and Apriva support such major vending companies as Crane, Coke, Pepsi, Canteen, Aramark, Sodexo, etc.					
	Atrium also supports the ITC TCP/IP vending readers.					
7.2.5.	Which of the following capabilities are included with your System's laundry terminals?					
7.2.5.1.	Supports multiple laundry units.	⊠ Yes □ No				
r sheshifs I s	As an open, non-proprietary, cloud campus card system, Atrium connects with any non-proprietary laundry management solution. Currently, Atrium has connections to ITC Laundry Master (both first and second generation), WashAlert and WaveRider.					
	For YSU, Atrium recommends retaining its NetLink ITC Laundry Master as this will eliminate the need for a costly hardware replacement. As noted above, ITC Laundry Master has an attractive					







7.3. Small Retail and Activity Terminal

The small retail and activity terminal will be used for online activity and privilege checking and for transactions at small retail and unattended locations (concession stand, convenience store, espresso bar, etc.).

7.3.1.	Describe the small retail and activity terminals available through the System.







Atrium offers a growing spectrum of Activity Readers for all campus card-based use cases including ITC netZtouch, Atrium Web Reader, Raspberry Pi, Castles Merchant Readers, Verifone Merchant Readers and coming soon, Android tablets.

7.3.2.	Which of the following capabilities are included with the System's small retail and activity termin	nals?				
		⊠ Yes □ No				
7.3.2.1.	Uses industry-standard non-proprietary equipment.					
	Atrium only supplies industry-standard, non-proprietary equipment.					
7.3.2.2.	Offers a compact and light-weight design for easy relocation (such as iPads and Android Tablets).					
	Please refer to response 7.3.1. The Castles merchant reader is ideal for this use case.					
7.3.2.3.	Offers compact and light for easy relocation.					
	Please refer to response 7.3.1. The Castles merchant reader is ideal for this use case.					
7.3.2.4.	Includes a swipe-style card slot with a floating read head and durable keyboard.					
	Please refer to response 7.3.1. The Castles merchant reader is ideal for this use case.					
7.3.2.5.	Offers a highly visible multiple line display capable of clearly indicating the result of an attempted transaction and alerting the operator of an off-line condition or other special event.					
	Please refer to response 7.3.1. The Castles merchant reader is ideal for this use case as it has a touch screen.					
7.3.2.6.	Supports direct TCP/IP, wireless, and cellular communications without additional wiring or communications device.					
	Atrium's activity readers support HTTPS communications over public internet.					
7.3.2.7.	Provides privilege verification in activity locations. The Client should be able to assign a default activity to individual card readers so that only a card swipe is required.	⊠ Yes □ No				
	Atrium activity readers can be configured locally and remotely for auto swipe mode.					
7.3.2.8.	Functions as a cash register with the addition of an integrated electronic cash drawer in small retail locations.	⊠ Yes □ No				
	The ITC netZtouch can be configured as a mini POS device with cash drawer.					
7.3.2.9.	Provides an integral (not attached) receipt printer to accommodate a sales slip.	⊠ Yes □ No				
	Atrium activity readers can be configured for this use case.					
7.3.2.10.	Displays information associated with the User's account (such as plan number, card status, activity group, date card last used, and balances in multiple accounts) during an operator inquiry. Provide what	⊠ Yes □ No				





	other Client account information can be displayed during an operator inquiry in the green comment box immediately below.					
	Atrium activity readers can be configured for this use case.					
7.3.2.11.	Allows operators to report lost cards from the card reader to the system host,					
	Atrium Web Reader supports this through the Atrium Admin UI.					
7.3.2.12.	Allows Administrators to define authorized operators so that no transactions can be run unless an authorized operator has signed in.	⊠ Yes □ No				
	Atrium Web Reader supports this capability.					
7.3.2.13.	Provides the ability for the card reader automatically log transactions into battery-protected memory in an off-line state in the event that communications with the host are lost. It should be able to upload logged transaction information to the host when communications are restored.					
	NetZtouch, Raspberry Pi, and Castles readers support offline mode.					
7.3.2.14.	4. Provides error messages and diagnostic routines to help system operators troubleshoot problems with or without the assistance of vendor technical support.					
	Atrium Activity Readers support this capability.					
7.3.2.15.	Restricts functions to authorized operators and management.	⊠ Yes □ No				
	Atrium Activity Readers support this capability.					
7.3.2.16.	Includes a footprint small enough to be supported on a depot return basis.					
	Atrium Activity Readers support this capability.					
7.3.3.	Which of the following YSU-specific requirements are provided by your System?					
YSU has no specific requirements for the System.						

Section 8. Integration & Functionality

8.1. Interfaces

8.1.1. Describe your System's approach to integration and functionality.

Atrium is a non-proprietary, open, 'connects to everything' campus card system. This reduces total cost of ownership and grows the card program by increasing endpoints where cardholders can use the card. *Our vision* is to help universities and clients embrace the paradigm shift to mobile commerce that will improve the student experience by allowing them to use their mobile devices on and off campus to transact commerce and access services and facilities.

Atrium is a best-of-breed software solution. This is our sole focus. We do not white-label or manufacture our own hardware. We do not dictate to clients the systems they must purchase to have connectivity with our campus card system. Nor do we mark up third-party systems when clients elect to purchase such systems through us as part of a single bid. We believe this philosophy provides the lowest cost of ownership for our clients and the best technical solution for their unique needs.

Atrium is a client-driven enterprise. Our product roadmap is constantly evolving based on what our clients tell us they need to meet their strategic objectives.

We have over 100 proven connections to various card related systems and can offer recommendations. And the list is growing! And where we don't have an existing connection, we are happy to create one. Our open API philosophy and the partnerships it enables





only further brings value to our clients and partners. This strategy offers YSU a modern, flexible, and open POS / OneCard system with the best price-per-performance hardware that does not handcuff the University to market-inferior, proprietary hardware. Describe the communications architecture included with your System. 8.1.1.1. All Atrium communications are encrypted, both externally and internally to the Atrium Cloud. Customer devices communicate to Atrium web and application servers via the secure, encrypted OpenSSL protocol with multifactor authentication. They are restricted from communicating directly to the Atrium database servers. Atrium web and application servers communicate to the Atrium database servers exclusively through a multi-threaded, OpenSSL API (Application Programming Interface). Each individual Atrium database is wrapped in a model platform secured by a multi-threaded, OpenSSL API to protect against SQL injection attacks. No entity may communicate with the Atrium database(s) other than through this OpenSSL API. Connected systems also communicate to Atrium via the OpenSSL protocol. Describe the file protocols required by your System to accomplish database information sharing with other 8.1.1.2. administrative and point of service systems. Atrium Data Tools and Atrium APIs (Transactional and Informational) provide the ability for Atrium to integrate with any nonproprietary system, without the need for custom programming, that supports the following communications constructs. All data and photos are supported for import/export via: flat file direct database (SQL) web service (SOAP/XML/JSON) LDAP (active directory) Atrium can import and export any delimited flat file. 8.1.2. Which of the following capabilities are included with your System? 8.1.2.1. Interfaces with Client's POS system. X Yes ٦No Atrium Data Tools and Atrium APIs (Transactional and Informational) provide the ability for Atrium to integrate with any non-proprietary system, without the need for custom programming, that supports the following communications constructs. All data and photos are supported for import/export via: flat file direct database (SQL) web service (SOAP/XML/JSON) LDAP (active directory) Atrium can import and export any delimited flat file. 8.1.2.2. Interfaces with Client's housing assignments system. X Yes No Atrium Data Tools and Atrium APIs (Transactional and Informational) provide the ability for Atrium to integrate with any non-proprietary system, without the need for custom programming, that supports the following communications constructs. All data and photos are supported for import/export via: flat file direct database (SQL) web service (SOAP/XML/JSON) LDAP (active directory)





	Atrium can import and export any delimited flat file.			
8.1.2.3.	Interfaces with Client's menu management system.	☐ Yes ⊠ No		
	Neither Atrium nor Infor has a connection to YSU's Webtrition menu management system. We are both willing to provide our open API in order to create one. We have reached out to Webtrition to see if they have an open API and are willing to connect.			
8.1.2.4.	Integrates and imports on a schedule from Client's enterprise records system and/or student information system.	⊠ Yes □ No		
	Atrium has deep, proven two-way integration with Student Information Systems (SIS) (Banner), Resident Management Systems (RMS) (ResLife Portal), etc., integrating at the data layer. Atrium Data Tools is used for these communications which allows us to integrate WITHOUT custom scripting, using either flat file, direct database (SQL) or web service. Atrium can import/export any information, including meal plans, and all transactional data with configurable General Ledger codes. These can be done in batch, or manually.			
8.1.2.5.	Integrates with mobile parking and print solutions and with back-end access to declining balance accounts.	⊠ Yes □ No		
	An Atrium T2 connection is currently in consideration for Colorado State University, a new Atrium client. This connection will provide the following capabilities:			
	 Authentication - real-time authentication of cardholders at point of entrance to parking facilities and/or to access services. The Atrium Transactional API supports this use case, including the ability to capture the event and to respond with the cardholder photo and other person attributes as may be required/desired as part of the authentication process. 			
	 Payment - ability to process financial transactions against campus card accounts for such items as parking passes, parking permits, etc. 			
8.1.2.6.	Provides the ability to update interfaces as Client changes interfaced systems.	⊠ Yes □ No		
	Atrium Data Tools, a core system component, provides a powerful, yet easy to use and schedulable capability to implement bulk changes, import and export data from ANY external systems such as SIS/ERP (Banner), Door Access Control (Honeywell EBI Access Control, Avigilon Access Control, RS2, etc.), Housing Management Systems (HMS – StarRez Portal), and other campus systems, including configurable rules and actions. No custom scripting is required. Everything is point-and-click configurable through the Atrium Admin browser-based web user interface.			
8.1.2.7.	Meets current and future PCI-DSS compliance standards.			
	Atrium StudentLink is PCI-DSS compliant, and due to the nature of our business will remain compliant with future PCI-DSS standards as well.			
8.1.2.8.	Allows for Client interdepartmental index charging/billing with uploading (or via API) to student information system.	⊠ Yes □ No		
	Transactions for any/all accounts can be mapped to general ledger accounts in Banner and automatically posted to a temporary table, including revenue-based department accounts. These can then be reviewed/approved by Finance/Accounting before posting.			
8129	Integrates with an online ordering and account management system with mobile accessibility	X Yes No		





X Yes

Nο



Atrium integrates with a growing list of best-of-breed online/mobile ordering solutions, including Tapingo, Dishout, Starship (robotic delivery), Boost (in development, due for release by June 1, 2019), Maegan, Splick.it, Apriva and Bite (from Sodexo).

Some of these solutions, such as Tapingo and Dishout, support meal equivalency split tender where a board plan can be used for payment. In this scenario, Atrium can be configured with the equivalent cash value of the meal swipe. This equivalent value is then applied to the check and the patron is prompted for a second tender if required to close the check.

Dishout, which is used by Rutgers, can be imbedded into the YSU app to avoid 'apping out' your students. Dishout, Starship, Boost and Tapingo all support single sign on for easy authentication.

Dishout has a built-in loyalty and rewards program and is easily deployed on and off campus.

Infor POS has open REST API endpoints that allow online/mobile ordering solutions to synch menus and post orders (open and closed). Maegan and Splick.it currently offer solutions using the Infor POS API. The advantage of this approach is that it provides YSU with a single reporting database and a single hardware stack in the venues.

Atrium is working with Tapingo and Dishout to support the Infor POS API.

8.1.2.10. Provides a solution for tracking classroom attendance.

Atrium Attendance Tracking & Verification

Atrium has a powerful built-in Attendance Tracking and Verification capability for student verification and attendance management. Atrium can record attendance or approve access using a variety of reader types and form factors (mounted, unmounted, mobile, desktop PC, laptop PC, WiFi, Hard Wired, etc.). Atrium also supports an unlimited number of ID types (aka credentials) such as mag stripe, NFC, barcode, Prox, Virtual ID, biometric, etc.

- Atrium CORE attendance tracking is account-centric. One or more attendance accounts are
 assigned to cardholders based on person attributes (e.g., active student, first year resident,
 math major, etc.).
- Atrium Activities is an optional, advanced attendance tracking capability which is eligibility-centric. One configures an event using eligibility groups versus accounts. This provides a more powerful and scalable solution while allowing the administration of events to be decentralized to the event owners. Atrium Activities not only authenticates cardholders for entry to events and records their attendance, but also can show the person photo and configurable personal attributes as part of the authentication process. Atrium Activities can also capture the reason they attended, how long they attended and allow ad hoc notes to be entered and a weighting factor for each event to be assigned.

The Atrium Activity tracking process involves Create, Validate, Record, and Report steps.





	Steps Description Activities are created by the Activity Leader or Atrium Admins. Atrium has been designed to allow this step to be decentralized and put in the hands of faculty, staff, and students, rather than forcing a central administration model. It is up to each client to decide if they want to centralize or decentralize this process. CREATE Creating an Activity includes:		
	Access to the control of the control	Name	
		 Dates. Some activities will be open ended such as tracking attendance at the Rec Center, while others will be one-time events (e.g., a concert, etc.). 	
		Eligibility pool(s). The eligibility pool defines who is allowed into the activity.	
		Weighting. Weighting can range from 1 to any number.	
		 Reasons. Reasons allow the capture of not only who attended an activity, but why they attended. 	
		Readers. What devices will be used to Validate and Record attendance.	
		 Information. What person information will be presented upon Validation. This can include photo and any person attribute information. 	
	2.	Operators. What people can operate the readers. Participants are validated using Atrium Activity Readers using the rules defined in the Create step.	
	VALIDATE	As for financial transactions, Atrium records both approved and denied validations. If a person is denied, a reason is provided. Person information can be used by the Reader Operator to help in the validation process.	
	RECORD	Participants who pass the validation process are recorded as having attended the activity. If a Reason is required for the activity, the participant must provide that to the Reader Operator. Feedback on the number of participants who have been recorded is provided in real-time along with the total expected number.	
	REPORT	Atrium Reports provide the ability to create a myriad of reports with easy, point-and-click filters to customize the report for the given need. Some users may only want to know how many people attended an activity. Other will want to know attributes of the attendees, such as Grade Level, Gender, Major, etc.	
8.1.2.11.		Summer Groups & Camps (such as a contactless wristband for access & board).	
	accounts, attendance	plan purchasing (optional Atrium Meal Plan Portal), ID cards, meal plans, debit tracking and access rights management for summer groups and camps.	
8.1.2.12.	Integrates with comm System capabilities.	nercially available employee time and attendance management software and	⊠ Yes □ No
	Click here to provide a	additional commentary, if necessary.	

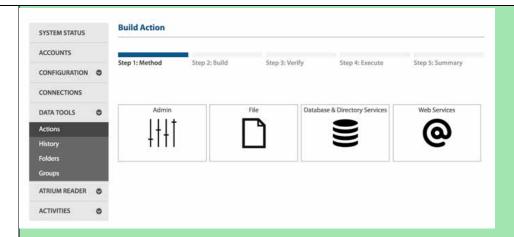




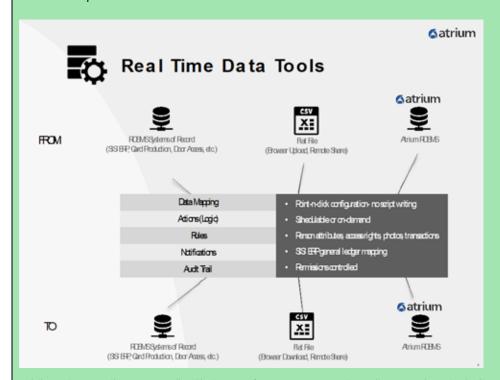
	Integrates with the following:				
	i. Attended Food and Beverage Carts.				
	ii. Event Attendance.				
	iii. Equipment Check-out.				
	iv. Bookstore.				
	v. Campus Post Office.				
	vi. Convenience Store.				
	vii. Event Concessions.				
	viii. Facility Access and Security.				
	ix. Food Service.				
	x. Health Center.				
8.1.3.	xi. Library Circulation.	⊠ Yes □ No			
0.1.0.	xii. Payroll Deduction.				
	xiii. Remote Retail Locations.				
	xiv. Recreation Center.				
	xv. Student Elections.				
	xvi. Ticket Sales.				
	xvii. Vending.				
	xviii. Photocopiers.				
	xix. Laundry.				
	xx. Web Access.				
	xxi. Print Management.				
	<u>Please provide a complete list of all the components which integrate with the System in the green comment box immediately below.</u>				
	Atrium Data Tools and Atrium APIs (Transactional and Informational) provide the ability for Atrium to				
	integrate with any non-proprietary system, without the need for custom programming, and supports the				
	following communications constructs:				
	· flat file				
	direct database (SQL)				
	 web service (SOAP/XML/JSON) 				
	 LDAP (active directory) 				
	Atrium Data Tools				
	Atrium Data Tools, a core system component, provides a powerful, yet easy to use and schedulable				
	capability to implement bulk changes, import and export data from ANY external systems such as SIS/ERP (e.g., PeopleSoft, CAMS, WorkDay), Door Access Control (e.g., S2, DSX, Honeywell EBI				
	Access Control, HID, Avigilon Access Control, RS2, etc.), Housing Management (StarRez) and other				
	campus systems, card production (e.g., IDMS, HID Asure ID, etc.), including configurable rules and				
	actions. No custom scripting is required. Everything is point-and-click configurable through the Atrium				
	Admin browser-based web user interface.				
	Data Tools supports flat file import/export, direct database import/export, web service, active				
	directory, and admin-configured mass actions. Data Tools supports CIFS mounts, SFTP and SCP				
	with or without shared security keys as mechanisms to send/receive files.				
		1			







Data Tools provides the ability to map fields, configure logic, apply rules, and set notifications (e.g., send email alert in the event the action does not run properly), all while providing a complete from/to audit trail. Once configured, Data Tools Actions may be run on demand and/or scheduled for automated operation.



While Atrium easily supports flat file imports/exports, most Atrium clients to date, including those using Banner, CAMS, PeopleSoft, WorkDay, and Jenzabar SIS, have opted to use direct database communications given its inherent advantages in terms of security, speed, and configurability. In this scenario, data tables/views are typically set up with read-only access. Atrium supports an advanced mode where power users can use SQL.

In addition to data import, Atrium can export a wide range of information to external systems such as CAMS and WorkDay. For example, transactions for any/all accounts can be mapped to general ledger accounts in PeopleSoft and automatically posted to a temporary table, including revenue-based department accounts. These can then be reviewed/approved by Finance/Accounting before posting. Photos can also be exported either as BLOBs or files.





Atrium APIs

Atrium also has open, well documented RESTful Transactional and Informational APIs. The Informational API is used by many clients to provide campus card information into their student portal.

Atrium is based on state-of-the-art open, web technology with Apple usability standards. Atrium is cloud-based and non-proprietary and connects to anything from dining point of sale to ticketing to off-campus merchants to parking and more. We do not make or white-label hardware. We work with our clients to pick the best-of-breed solution for each area of need. We have an open API, and a library of over 90 connections based on this API, and the list continues to grow.



Below is a sample list of add-on, optional Atrium connections:





	Dining Point of Sale	Copy/Print	Off-campus	Parking			
	Infor Cloud POS (Vivonet)	Pharos	Verifone	ParkMobile ParkMobile			
	Appetize (in progress)	PaperCut	DishOut	T2 (in progress)			
	NCR Aloha	GoPrint	Tapingo				
	Clover	Equitrac	Apriva	SIS			
	Micros	WEPA	Castles	Banner			
	Prismirbs	Pcounter		Peoplesoft			
	Agilysys (in progress)	ITC copy reader	Online Ordering	WorkDay			
	Bypass Mobile	Jamex copy reader	Tapingo	Jenzabar			
	Atrium Reader		DishOut	Powercampus			
	Atrium Mobile Reader	Vending	Splickit	Colleague			
	AND A PROPERTY OF THE PERSON O	USATech ePort (cellular)	Maegan	Odyssey			
	Physical Access	ITC (hardwire IP)	Appetize (in progress)				
	S2	MEI/Apriva (cellular and		Residence			
	RS2	hardwire IP)	Bookstore POS	StarRez			
	C*CURE	Apriva gateway	Barnes & Noble	RMS			
	Lenel	USATech gateway	Follett	Adirondack			
	DSX	ALD W. Burkey	MBS				
	PremiSys	Activity Readers	Nebraska Bookstore	Card Production			
	Salto	Atrium Web Reader	Neebo	Valid			
	Honeywell	ITC netZtouch		HID Asure ID			
	Persona	Castles	Name (Section 2)	Datacard			
	Pinnade	Raspberry Pi Android Tablets	Library	Epi Suite			
	Genetec		Voyager	Card Exchange			
	42.000.000.000	iOS devices	EnvisionWare	Lenel			
	Laundry	Kiosks	1223	DSX			
	ITC Laundry Master	ITC	Photo	IDenticard/PremiSys			
	WashAlert	Jamex	SnapGen	IDMS Vision			
	Heartland Laundry	57000					
3.1.4. Are the following YSU-specific interface requirements provided by your System?							
	i. Integrates with	Bosch Video Managemei	nt System.				
	o o	Ellucian Banner.					
	iii. Interfaces e wit plans).	in Starkez Housing Mana	igement System (syste	m of record for resident meal			
	iv. Interfaces with	Barnes & Noble Campus	Bookstore POS system	n.	Nos □ No		
	v. Interfaces with PaperCut print management system.						
			•	ot defined as an immediate			
	vi. Integrates with Webtrition nutrition system. This integration is not defined as an immediate need but is for consideration when assessing future integrations.						
	vii. Integrates with T2 parking management system. This integration is not defined as an immediate people but is for consideration when assessing future integrations.						
immediate need but is for consideration when assessing future integrations.							
With Atrium's open API, we can connect to any open, non-proprietary system to provide a fully encompassing One Card system. Of							
				Management System, Barnes			
Bookstor				em (in development). We are	happy to develop		
	connec	tions to Bosch Video Mar	nagement and Webtritic	on nutrition systems.			





8.2. Attendance Tracking - Events

8.2.1. Describe your event attendance tracking system.

Atrium has a powerful built-in Attendance Tracking and Verification capability. Atrium can record attendance or approve access using a variety of reader types and form factors (mounted, unmounted, mobile, desktop PC, laptop PC, WiFi, Hard Wired, etc.). Atrium also supports an unlimited number of ID types (aka credentials such as mag stripe, NFC, barcode, Prox, Virtual ID, biometric, etc.).

The Atrium Web Reader turns any laptop or desktop PC into an Attendance or Verification Reader.

Atrium Web Reader Features:

- Bundled in Atrium at no additional cost
- Centralized Admin Panel Every aspect of the Web Reader is configurable by the Atrium Admin through the Atrium UI, including authorized users, tenders, modes, transaction types, theming, activation/expiration dates and more.
- Unlimited Number An Atrium Reader is defined by a unique URL extension and the number is unlimited.
- Auto swipe mode (green/red validation)
- · Photo authentication
- Multiple ID types (magnetic stripe, barcode, smart card, etc.)
- Requires USB MSR or smart card reader
- Great for recording attendance at fitness centers, career centers, etc. where an existing desktop or laptop PC is already in place.

For use cases requiring a mobile reader, we recommend a Castles reader as opposed to smartphones or tablets due to their combination of low cost, ease of use and offline capabilities. Although, as noted previously, Atrium Web Reader can be used on mobile devices

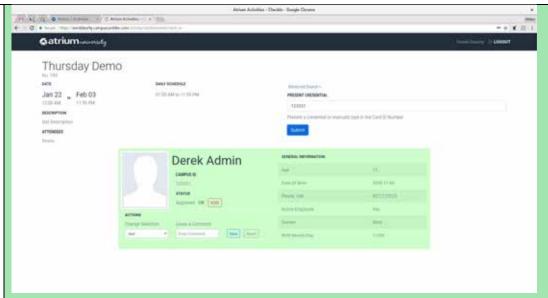




8.2.2.	Which of the following event attendance tracking capabilities are provided by your System?	
8.2.2.1.	Uses non-proprietary, industry-standard equipment.	⊠ Yes □ No
	Atrium uses only non-proprietary, industry-standard equipment.	
8.2.2.2.	Provides equivalent functionality with either existing or replacement activity readers.	
	Both Atrium event attendance and Castles readers provide the equivalent functionality of YSU's current activity readers.	
8.2.2.3.	Works with mobile devices (such as Apple and Android) and PCs (web based).	
	Atrium Web Reader, an HTML5 Web App which is part of the Atrium Core system, turns any laptop/desktop PC, or mobile device into a Campus Card Reader.	







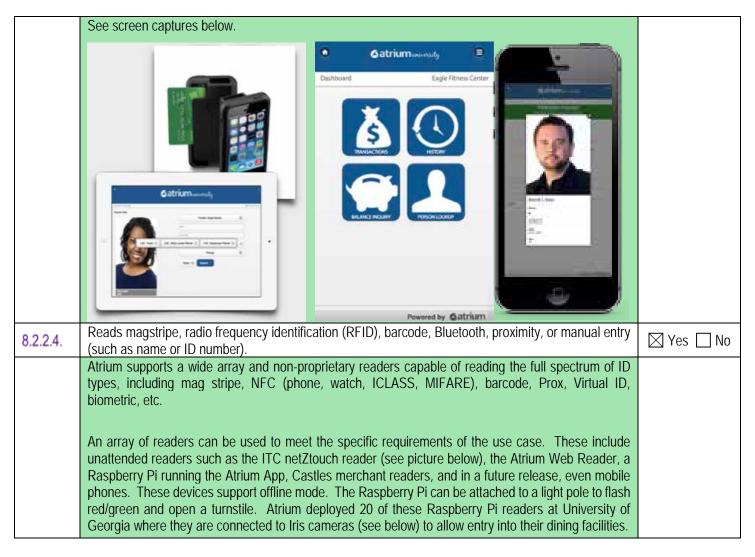
Features:

- Centralized configuration
- Configurable by through the Atrium Admin UI, including authorized users, tenders, modes, transaction types, theming, activation/expiration dates and more.
- Unlimited Number each Atrium Web Reader is defined by a unique URL extension and the number of readers allowed is unlimited.
- Auto swipe mode
- Photo authentication
- Multiple ID types (e.g., magnetic stripe, barcode, smart card, etc.)
- Requires USB campus card reader. On a mobile device, the SwipeTrack App is required to provide a secure browser for accessing Atrium Web Reader. Also, a special reader sled is required or a USB reader.
- Supports all types of campus card transactions.
- Person look-up mode allows cardholders to be looked up for authentication based on first name, last name and/or campus ID. This is useful for campus security and RA's and does not require an attached reader.
- NO offline mode supported at this time.



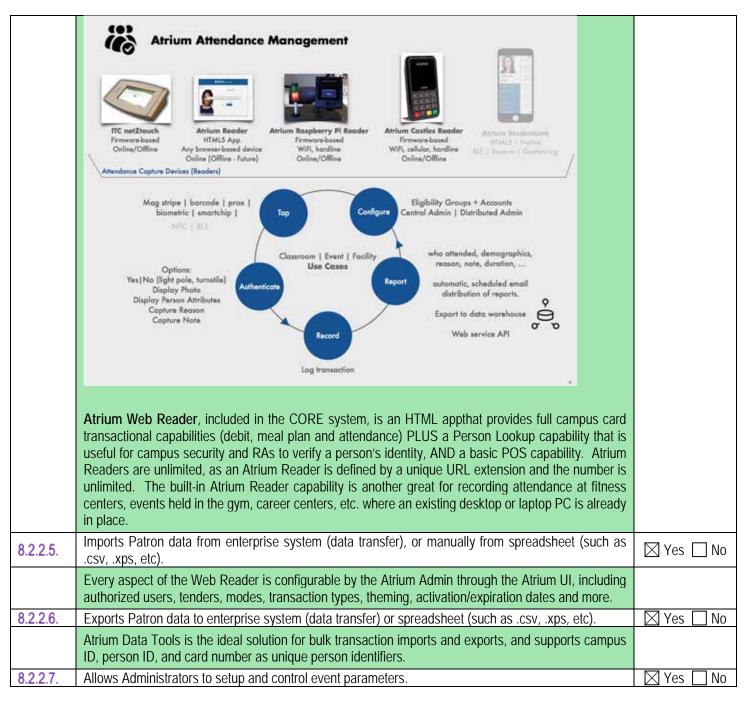






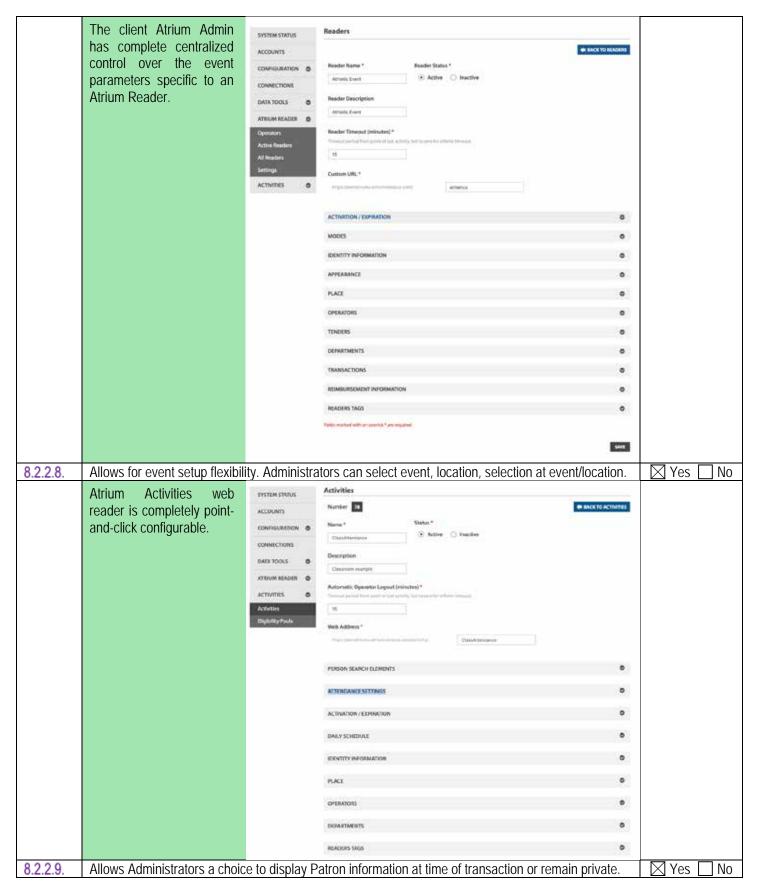






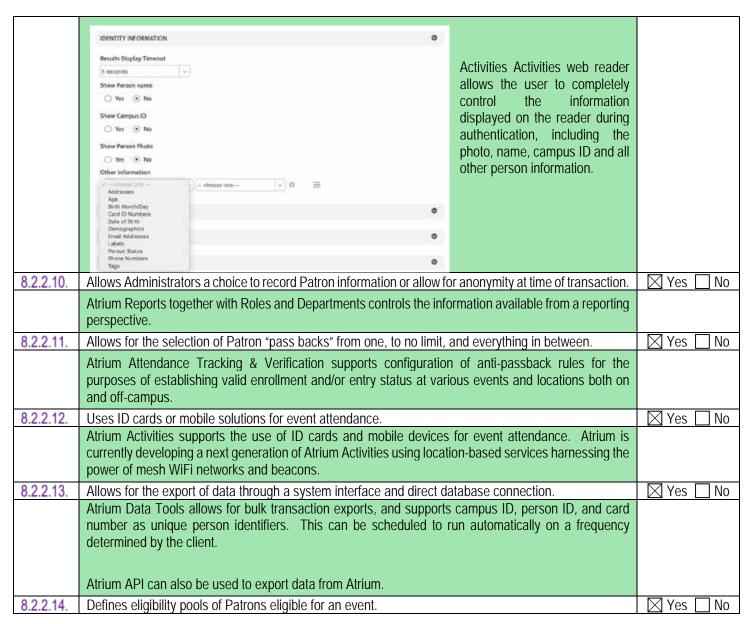
















	ATTENDANCE SETTINGS Global Eligibility Pools Current Students	•	Atrium Activities provides unlimited flexibility in defining person attribute based Eligibility Pools for defining attendance eligibility.		
	∰ Nied Limit			<u> </u>	
8.2.2.15.	Supports multiple levels of security and accessibility within its data	abase	access.	⊠ Yes [No
	Atrium support multiple levels of security & accessibility.				
8.2.2.16.	Provides remote, dedicated database support.			⊠ Yes [No
	As a native cloud solution Atrium is the dedicated DBA for all A responsive times for service and support.	trium	Clients providing unprecented		
8.2.2.17.	Provides direct database reporting.			X Yes	No
8.2.2.18.	Atrium Reader provides reporting with from/to date filters. Atrium Reports can also be made available to Atrium Activities users under tight Roles and Departments permissions for advanced reporting capabilities. Lastly, Atrium Data Tools provides direct SQL read-only access to Atrium Database(s) through the Atrium Admin User Interface and via VPN using command line or a SQL workbench. Allows Clients to import enterprise data into system without Responsible Tools allows for bulk transaction imports, and supponumber as unique person identifiers. This can be scheduled to determined by the client. All of this available without the need to keep the support of the second seco	Dets 2017- 06-07 18:31 Dondent orts ca	t assistance, after initial setup. mpus ID, person ID, and card automatically on a frequency	⊠ Yes [No
	Atrium API can also be used to import data to Atrium.				
8.2.3.	Are following YSU-specific requirements provided by your Sy	ıstam	2		
0.2.0.	Are ronowing 130-specific requirefficines provided by your 3)	JUDIC	:		





**YSU has no specific requirements for the System. **

8.3. Attendance Tracking - Classroom

8.3.1. Describe your classroom attendance tracking system.

Atrium CORE attendance tracking is account-centric. One or more attendance accounts are assigned to cardholders based on person attributes (e.g., active student, first year resident, math major, etc.).

Atrium Activities is an optional, advanced attendance tracking capability which is eligibility-centric. One configures an event using eligibility groups versus accounts. This provides a more powerful and scalable solution while allowing the administration of events to be decentralized to the event owners. Atrium Activities not only authenticates cardholders for entry to events and records their attendance, but also can show the person photo and configurable personal attributes as part of the authentication process. Atrium Activities can also capture the reason they attended, how long they attended and allow ad hoc notes to be entered and a weighting factor for each event to be assigned.

Atrium Activity tracking process involves Create, Validate, Record and Report steps.





Steps



Description

Activities are created by the Activity Leader or Atrium Admins. Atrium has been designed to allow this step to be decentralized and put in the hands of faculty, staff, and students, rather than forcing a central administration model. It is up to each client to decide if they want to centralize or decentralize this process. Creating an Activity includes:

CREATE

- Name
- Dates. Some activities will be open ended such as tracking attendance at the Rec Center, while others will be one-time events (e.g., a concert, etc.).
- Eligibility pool(s). The eligibility pool defines who is allowed into the activity.
- Weighting. Weighting can range from 1 to any number.
- Reasons. Reasons allow the capture of not only who attended an activity, but why
 they attended.
- Readers. What devices will be used to Validate and Record attendance.
- Information. What person information will be presented upon Validation. This can
 include photo and any person attribute information.
- Operators. What people can operate the readers.



Participants are validated using Atrium Activity Readers using the rules defined in the Create step.

As for financial transactions, Atrium records both approved and denied validations. If a person is denied, a reason is provided. Person information can be used by the Reader Operator to help in the validation process.



Participants who pass the validation process are recorded as having attended the activity. If a Reason is required for the activity, the participant must provide that to the Reader Operator.

Feedback on the number of participants who have been recorded is provided in real-time along with the total expected number.



Atrium Reports provide the ability to create a myriad of reports with easy, point-and-click filters to customize the report for the given need.

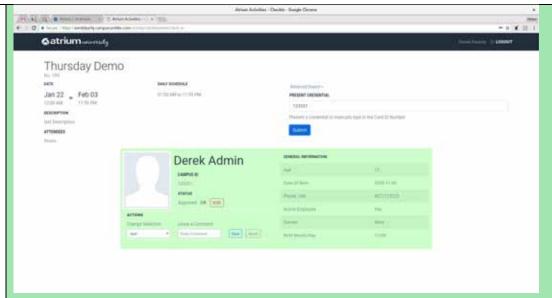
Some users may only want to know how many people attended an activity. Other will want to know attributes of the attendees, such as Grade Level, Gender, Major, etc.

Note: the same answers for event tracking apply to the remaining section questions below.

8.3.2.	Which of the following classroom attendance tracking capabilities are provided by your System?	?
8.3.2.1.	Uses non-proprietary, industry-standard equipment.	⊠ Yes □ No
	Atrium uses only non-proprietary, industry-standard equipment.	
8.3.2.2.	Provides equivalent functionality with either existing or replacement activity readers.	
	Both Atrium event attendance and Castles readers provide the equivalent functionality of YSU's current activity readers.	
8.3.2.3.	Works with mobile devices (such as Apple and Android) and PCs (web based).	
	Atrium Web Reader, an HTML5 Web App which is part of the Atrium Core system, turns any laptop/desktop PC, or mobile device into a Campus Card Reader.	







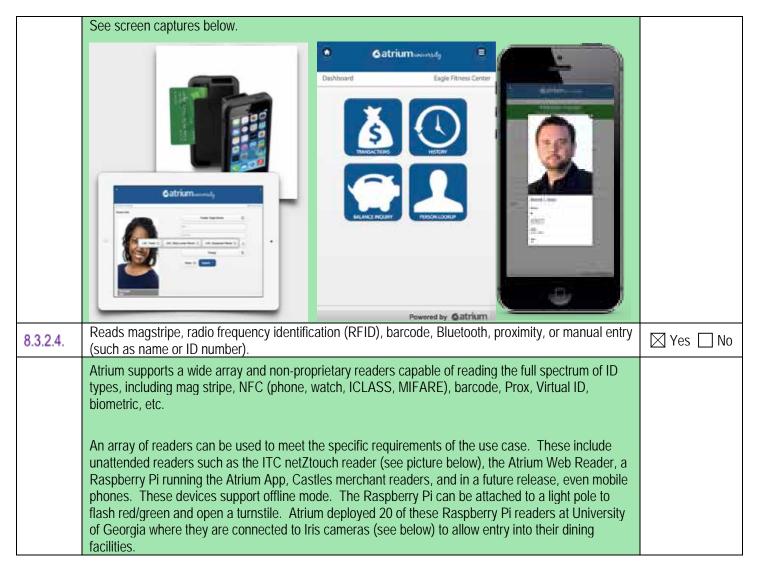
Features:

- Centralized configuration
- Configurable by through the Atrium Admin UI, including authorized users, tenders, modes, transaction types, theming, activation/expiration dates and more.
- Unlimited Number each Atrium Web Reader is defined by a unique URL extension and the number of readers allowed is unlimited.
- Auto swipe mode
- Photo authentication
- Multiple ID types (e.g., magnetic stripe, barcode, smart card, etc.)
- Requires USB campus card reader. On a mobile device, the SwipeTrack App is required to provide a secure browser for accessing Atrium Web Reader. Also, a special reader sled is required or a USB reader.
- Supports all types of campus card transactions.
- Person look-up mode allows cardholders to be looked up for authentication based on first name, last name and/or campus ID. This is useful for campus security and RA's and does not require an attached reader.
- NO offline mode supported at this time.



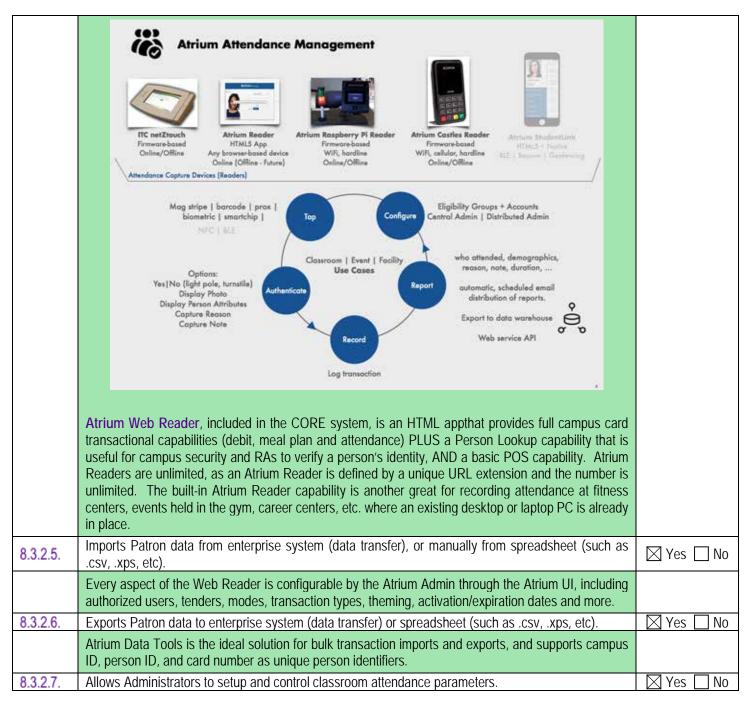






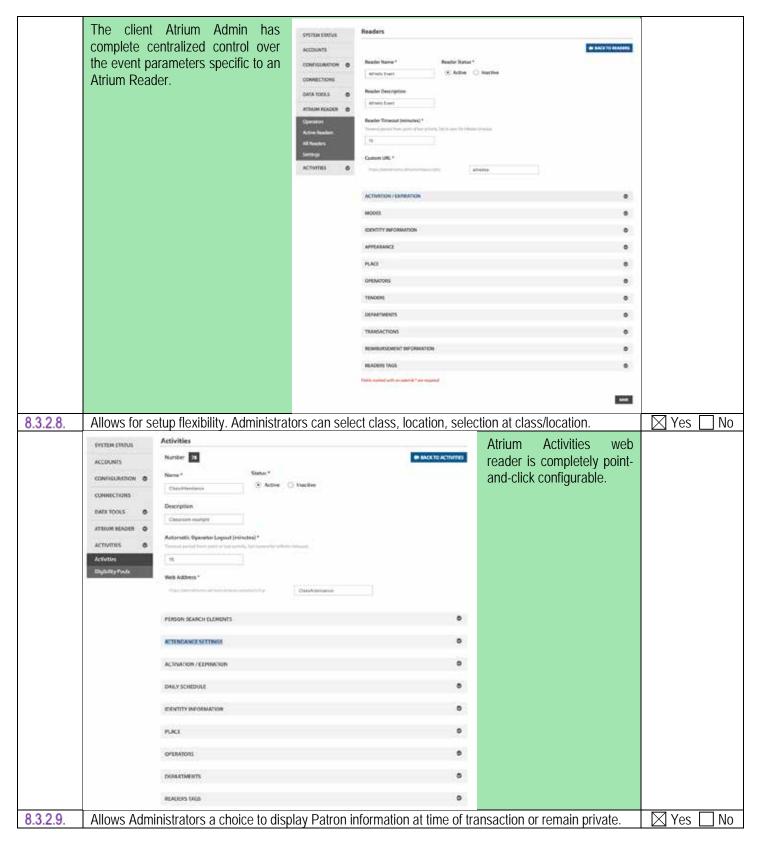






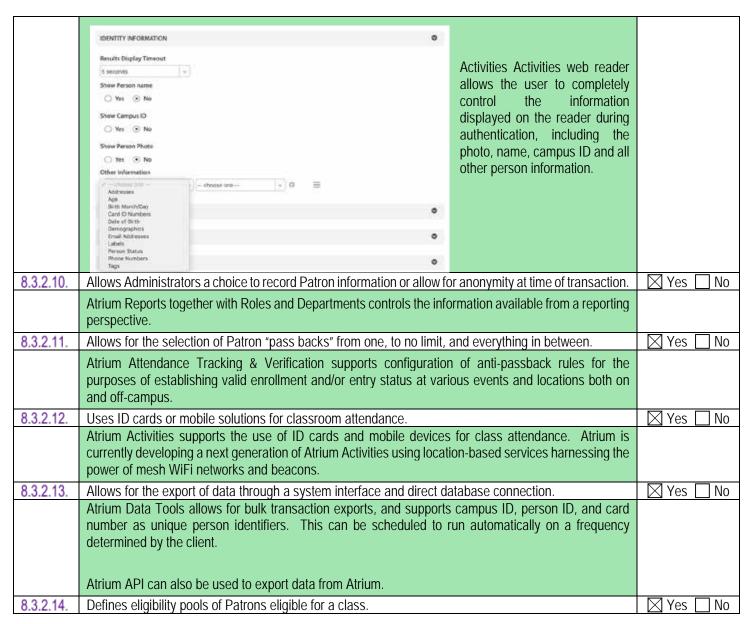
















	ATTENDANCE SETTINGS Global Eligibility Pools Current Students	•	Atrium Activities provides unlimited flexibility in defining person attribute based Eligibility Pools for defining attendance eligibility.		
	□ Hard Lime				
8.3.2.15.	Supports multiple levels of security and accessibility within its data	abase	access.	⊠ Yes [No
	Atrium supports multiple levels of security & accessibility.				
8.3.2.16.	Provides remote, dedicated data support.			⊠ Yes [No
	As a native cloud solution Atrium is the dedicated DBA for all A responsive times for service and support.	trium	Clients providing unprecented		
8.3.2.17.	Provides direct database reporting.				No
8.3.2.18.	Atrium Reports can also be made available to Atrium Activities users under tight Roles and Departments permissions for advanced reporting capabilities. Lastly, Atrium Data Tools provides direct SQL read-only access to Atrium Database(s) through the Atrium Admin User Interface and via VPN using command line or a SQL workbench. Allows Clients to import enterprise data into system without Responsible VPN and SQL workbench.	Dets 2017- 06-07 18:31 Dondent orts ca	assistance, after initial setup. mpus ID, person ID, and card automatically on a frequency	⊠ Yes [No
	determined by the client. All of this available without the need to lead to Atrium API can also be used to import data to Atrium.	(now S	SQL or to write custom scripts!		
0.00					
8.3.3.	Are following YSU-specific requirements provided by your Sy	/stem	?		





**YSU has no specific requirements for the System. **

8.4. Dining/Meal Plans

8.4.1. Describe how your System manages dining & meal plans.

Atrium allows the Client Admin to configure, process, and administer an UNLIMITED number of meal plans (token-based) and points plans (stored value/credit). Atrium is designed to meet the meal plan requirements of any campus.

- Atrium provides an unlimited number of meal plans with high degrees of configurability. These include time/place restrictions, auto-resets, daily and transactional limits, meal period restrictions, reuse delays, exceptions handling, online/offline credit limits and tags for enhanced reporting.
- Atrium also supports individual cardholder/patron credit limits.
- Each meal plan may consist of multiple block/token and debit/credit accounts. One of our clients has over 650 accounts given their extensive meal plan program and department accounts.
- Atrium Meal Plans support quest accounts, shared accounts, and proration on changes.

Atrium powers the campus card programs of campuses which use Sodexo, Aramark, Bon Appetit, and others, as well as those that self-operate their dining operations.

Atrium Online Meal Plan Portal (MPP), a capability unique to Atrium, is an optional StudentLink module that automates the meal plan selection-to-billing management process delivering benefits to students, employees, administrative staff, dining operations and the institution's bottom line.

YSU students today purchase their meal plan through YSU's Chartwell's eCommerce site. It is not clear how or whether these purchases are billed back to the bursar or student account. Regardless, Atrium can AUTOMATE this entire process!

Atrium has extensive experience in providing scalable meal plan purchasing and billing management solutions. Several clients use our MPP, including James Madison University, MIT, California Polytechnic State University, Oregon State University, University of Georgia, and George Mason University are all users of this MPP. SUNY Plattsburgh just added this module to their Atrium system in December 2018.

New York University (NYU) uses our MPP for more than 60,000 students and employees worldwide to enroll, change and drop meal plans based on configurable rules governing participation and changes (including proration).

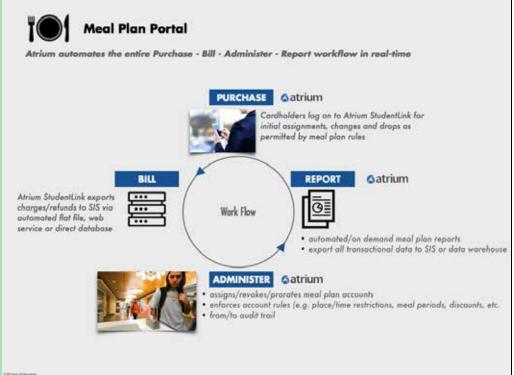
Atrium StudentLink Meal Plan Portal provides the following capabilities:

- Enables students and employees to initially purchase, change and drop meal plans, based on client-specific rules, through Atrium StudentLink.
- Accessible for users with disabilities.





Atrium Meal Plan Portal imports person attribute data from Banner, other external systems, flat files, etc. and uses configurable automatically rules to classify cardholders into Participant Groups. Atrium Person Tags are assigned/revoked using Atrium Data Tools pointand-click configurable rules. example, Currently Enrolled=Y AND Residence Hall=Smith AND Year=1 THEN assign Atrium Tag=First Resident. Participant Group rules include: Eligible Meal Plans. Pricing and Proration, Scope (ability to add, change, drop).



- Cardholders log into the mobile responsive Atrium Meal Plan Portal using the Client's Single Sign On (SSO) authentication (e.g. Shibboleth, CAS, LDAP, etc.). If they already have a meal plan, they will see their plan, remaining balances, and recent transactions on the Atrium StudentLink landing page.
- Cardholders click on 'Choose A Meal Plan' menu option and are presented with their meal plan options based on Participant Group and Global rules. Global rules apply to all Participant Groups and control such behavior as the opening day of the Meal Plan Portal, the last day meal plan changes are allowed, how frequently cardholders may make meal plan changes, etc.
- Cardholder meal plan changes are updated instantaneously in Atrium, giving the cardholder immediate access to their meal plan. Atrium documents all from/to changes for audit trail purposes. Atrium Tags are assigned/revoked to reflect the cardholder's current meal plan.
- Student cardholder meal plan transactions are automatically exported to the Student Information System (SIS), if the Client allows charges to the student account, via direct database or flat file (FTP or sFTP) on a configurable frequency.
- Employee cardholder meal plan transactions are automatically exported to the Employee Information System (EIS), if the Client allows payroll deduction, via direct database or flat file (FTP or sFTP) on a configurable frequency.
- The client's Atrium Admin(s), supported by AtriumCare specialists, configures the meal plan rules enforced by the Meal Plan
 Portal and can affect manual cardholder changes as necessary. Atrium trains the Client on how to configure these rules. After
 the Go Live, AtriumCare provides 4 person-hours to assist the Client with required changes to the Meal Plan Portal rules, after
 which such time will be billed at Atrium's standard hourly rates.
- Meal Plan Portal supports student account (bursar), credit/debit and ACH payment method.
- Parents may purchase a meal plan for students, provided the student has granted them account access.
- Cardholders may purchase meal plans for current and future semesters.
- Atrium provides a rich set of configurable parameters to enforce business rules around prorations, change periods and more.

8.4.2.	Which of the following dining/meal plan capabilities are provided by your System?	
0.4.0.4		
8.4.2.1.	Uses non-proprietary, industry-standard equipment.	│ 🏻 Yes 🔲 No │





	Atrium uses only non-proprietary, industry-standard equipment.	
8.4.2.2.	Configures, processes, and administers both meal plans (board plan) and point plans (stored value/credit).	⊠ Yes □ No
	Atrium is designed to meet the meal plan requirements of any campus. Meal Plans are configured using Atrium Account Groups. Atrium allows the Client Admin to configure, process, and administer an UNLIMITED number of meal plans (token-based) and points plans (stored value/credit).	
8.4.2.3.	Configures and edits configuration for maximum/minimum balance, allowable locations, plan name, applicable discount codes, plan priority, and low balance alerts to cardholder.	⊠ Yes □ No
	Atrium provides an unlimited number of meal plans with high degrees of configurability. These include time/place restrictions, auto-resets, daily and transactional limits, meal period restrictions, reuse delays, online/offline credit limits, account prioritizing, and tags (for enhanced reporting). Atrium also supports individual cardholder/patron credit limits.	
	Each meal plan can consist of multiple token and debit/credit accounts. One Atrium client has over 650 accounts given their extensive meal plan program and department accounts. Atrium Meal Plans also support guest accounts, shared accounts and proration on changes.	
	Atrium works with clients to to configure requirements during Implementation. Many of our employees are former campus card administrators, so are well-versed in this area. We have the proven ability to help YSU with all facets of campus meal plan and other accounts, including mapping and configuration.	
8.4.2.4.	Provides the ability for all plans (such as meal plans & point plans) to be Administrator-configured as increasing balance or decreasing balance plans at discretion of Administrator based on operational needs.	⊠ Yes □ No
	Atrium provides the Client Admin complete configurability of meal plans, either individually or in bulk. Configurations may also be based on rules. For example, IF Currently_Enrolled=Y AND Residence_Hall=Smith AND Year=1 THEN assign Atrium Tag=First Year Resident.	
8.4.2.5.	Includes a process for adding, removing, and adjusting meal plans and point plans by batch import and manually.	⊠ Yes □ No
	Atrium has deep, proven two-way integration with Student Information Systems (SIS) (Banner), Resident Management Systems (RMS) (StarRezl), etc., integrating at the data layer. Atrium Data Tools is used for these communications which allows us to integrate WITHOUT custom scripting, using either flat file, direct database (SQL) or web service. Atrium can import/export any information, including meal plans, and all transactional data with configurable General Ledger codes. These can be done in batch, or manually.	
8.4.2.6.	Changes/swaps dining plans on a Patron record, manually or by subroutine. Client Admins may change/swap dining plans on a Patron record either manually or scheduled.	∑ Yes ☐ No
	With Atrium Meal Plan Portal (MPP), students may change their own dining plans in accordance with YSU's configurable time/date allowance period.	
8.4.2.7.	Adds value to balance (deposit) manually or by batch import or web interface.	Xes □ No
	Client Admins may add value to a Patron record directly, or in batch using Atrium Data Tools to configure/schedule updates via batch import or web interface.	
	A Meal Plan may be configured to automatically make deposits on initial assignment AND to automatically apply proration rules when a meal plan is changed. For example, Jon Student initially buys a meal plan with 300 meals per semester, consumes 10 meals and then changes to 350 meals per semester plan. Atrium, if so configured, will deduct the 10 used meals from the new meal plan. In this case, he would be given 340 meals.	





Atrium Client Admins may deduct value to a Patron record directly, or in batch using Atrium Data Tools	
All all office and a state of the state of t	
to configure/schedule updates via batch import or web interface.	
8.4.2.9. Removes dining plan from patron without deleting Patron manually or by batch import.	
Atrium Client Admins may remove a dining plan from a Patron record directly, or in batch using Atrium Data Tools to configure/schedule updates via batch import or web interface.	
8.4.2.10. Offers flexibility for plan setups, and reconfiguring plans as required to fit business need.	
Atrium Client Admins can provide an unlimited number of meal plans with high degrees of configurability. Meal plans may be added, modified, or deleted as required.	
8.4.2.11. Restricts admin users with proper departmental access.	⊠ Yes □ No
Atrium admin capabilities are restricted to admin users with proper departmental access.	
8.4.2.12. Restricts which readers can accept an account.	⊠ Yes □ No
Atrium Client Admins can restricts which readers can accept an account.	
8.4.2.13. Restricts days of week and/or times of day during which an account can be used.	⊠ Yes □ No
Atrium Atrium Client Admins can restrict days/times of the week during which an account can be used.	
8.4.2.14. Restricts use of a meal account to specific meal period(s) with specified limits for each period.	✓ Yes
Atrium Client Admins can restrict use of a meal account to specific meal period(s) with specified limits for each period.	
8.4.2.15. Sets a start date for when an account goes active.	
Atrium Client Admins can set a start date for when an account goes active.	
8.4.2.16. Sets an end date for when an account goes inactive.	✓ Yes
Atrium Client Admins can set an end date for when an account goes inactive.	
8.4.2.17. Sets an account to reset to a specified amount on daily, weekly, monthly, quarterly, bi-annually, annual basis.	⊠ Yes □ No
Atrium Client Admins can set an account to reset to a specified amount on daily, weekly, monthly, quarterly, bi-annually, annual basis.	
8.4.2.18. Automatically sets balances to zero for increasing balance plans on the 1st of each month.	
Atrium Client Admins can set an account to reset to a specified amount on daily, weekly, monthly, quarterly, bi-annually, annual basis.	
8.4.2.19. Displays transaction history online.	
Atrium Meal Plans can be set to display all transaction history online.	
8.4.2.20. Displays current balances online.	
Atrium Meal Plans can be set to display current balances online.	
8.4.2.21. Displays the remaining balance after every transaction.	
Atrium Meal Plans can be set to display the remaining balance after every transaction.	
8.4.2.22. Sets anti-passback rules.	⊠ Yes □ No
Atrium Client Admins can configure anti-pass back rules.	
8.4.2.23. Counts based meal plans divided into block plans (e.g. 7, 14, 21 meals).	∑ Yes ☐ No
Atrium Meal Plans support counts-based meal plans divided into block plans of any configuration.	
8.4.2.24. Transfers data into custom fields for misc. functions already in place for Client.	∑ Yes ☐ No
Atrium supports the ability to transfer data into custom fields for miscellaneous functions already in place for clients.	
8.4.2.25. Defines if an account can go negative.	⊠ Yes □ No





	Atrium Client Admins can define if an account can go negative (credit).				
8.4.2.26.	Defines how much an account can go negative for any reason.				
	Atrium Client Admins can define whether and how much an account can go negative for any reason				
8.4.2.27.	Define if/how much an account can go negative from offline transactions.				
	Atrium Client Admins can define if/how much an account can go negative from offline transactions.				
8.4.2.28.	Sets custom reader response messages for each account.			⊠ Yes □ No	
	Atrium Client Admins can set custor	m reader response messages for	each account.		
8.4.2.29.	Provides the ability to add, remove, import from Colleague.	edit and adjust all meal plans and	balances manually and via direct	⊠ Yes □ No	
	Atrium Data Tools provides the abi manually or via direct inport from an				
8.4.2.30.	Supports tender search chain function	onality to satisfy any transaction.		⊠ Yes □ No	
	Atrium cardholder attributes can be groups) in any combination, and by accounts to be rank-ordered or "cha Meal Plan), Atrium will process the tatrium can also be configured in cas remaining funds from subsequent as	individual or group. In addition, A ined" so when a POS cashier pre transaction using the first assigne scade mode to completely drain the	Atrium Tenders allows multiple esses on a tender (e.g., Student d account in the list. he first account and take		
	Tenders		Atrium also supports shadow tenders.		
	Tender Name * Anytime Meal Plan Tender ID 14 This number is generated by Asrium. Use to assign tender to a: Cascade • Yes • No Drains each account before proceeding to the nest. Shadow Tender Do not shadow Account Type Meal Available Accounts Test liberty 9 Test liberty 14 Weekly Red Panda 21 2ZZ-2017-08-10 Meals - Flex Click accounts to assign in desired order to the Selected Accounts window.	Selected Accounts 1 -> Independence 2 -> Independence Extended 3 -> Independence Ultimate 4 -> Independence INTO Click accounts to remove and that to change order. Charges will be made against Selected Accounts in order failed.	SAIVE		
8.4.2.31.	Fully integrates with the card produc	ction software.			
3.1.2.01.	Atrium				
	AutMIII				
8.4.3.	Are following YSU-specific requir	rements provided by your Syste	em?		
3	у за гразина годин				





YSU has no specific requirements for the System.	

3. 5 . E	Equipment Checkout		
8.5.1.	Describe how your System enable equipment checkout.		
check-ou	Atrium Attendance can be used for classroom attendance, reason/survey capture, events, health and rec center use, equipment check-out, etc. Oregon State University uses it exclusively to manage ALL attendance events on campus which totals over 2,000 per semester! These readers can be used in your labs, library, rec center, classroom, events, etc.		
	as confirmed we can integrate Innosoft Fusion in order to use the One Card to confirm eligibility. Atrium will capability or functionality upon execution of a contract with YSU resulting from this RFP.	I meet the	
8.5.2.	Which of the following equipment checkout capabilities are provided by your System?		
8.5.2.1.	Uses non-proprietary, industry-standard equipment.	⊠ Yes □ No	
01012111	Atrium uses only non-proprietary, industry-standard equipment.		
8.5.2.2.	Maintains a list of inventory items available for cardholder checkout. Items might include athletic equipment (such as badminton nets, volleyballs, etc.), residence hall equipment (such as TV/DVD, vacuum, etc.), foodservice equipment (such as a grill), or other college property (such as college owned vehicles). Please include if your Systems presents any limitations as to the number of items or type of items it can track with its equipment checkout capabilities in the green comment box immediately below.	⊠ Yes □ No	
	Atrium does not currently offer equipment inventory management but understands that YSU's InnoSoft Fusion product does. Atrium has confirmed we can integrate Innosoft Fusion in order to use the One Card to confirm eligibility. Atrium is open to engaging with YSU to better understand requirements in this area in order to be responsive. Atrium will meet the desired capability or functionality upon execution of a contract with YSU resulting from this RFP.		
8.5.2.3.	Performs equipment checkout from any user workstation (PC running system administration software) or attended card reader.	⊠ Yes □ No	
	Atrium Attendance can be used for equipment check-out.		
8.5.2.4.	 Maintains inventory numbers for items including: Track total quantity. Number available. Number out of service. Optional ability to track serial numbers per item. Support standard equipment reporting through the user interface without requiring additional vendor required programming. Ability to report which items are checked out by which patron and when they were checked out. Please provide a list of other inventory items tracked by the System in the green comment box immediately below. 	☐ Yes ⊠ No	
	Please see response to section 8.5.2.3 above.		





8.5.3.	Are following YSU-specific requirements provided by your System?	
0.3.3.	Are following Y50-specific requirements provided by your System?	
	**YSU has no specific requirements for the System. **	
8.6. La	undry Reservation	
8.6.1.	Describe how your System enables laundry reservations. Include how your System would integlaundry equipment. Be sure to indicate the number of laundry machines (washers and dryers) that care each laundry reader.	
	nects with any non-proprietary laundry management solution. Currently, Atrium has connections to systat support Laundry View.	tems such as ITC
MONIT LaundryVie	LaundryView is an Internet application that allows cardholders to more washers and dryers in connected laundry rooms through a Web browser. developed in response to requests for greater control over laundry active people tend to do their laundry during similar time periods, it results in but each of the cardholders save time by providing information about the current state of laundry to have access to a browser, e-mail, or text messages.	LaundryView was rities. Since many sy laundry rooms.
notification LaundryVie contractor typically pr	ew allows patrons to view machine availability, receive notification when machines become available, and is when machine cycle is complete via email, phone, and text message notification. ew was developed and is maintained by Mac-Gray Corporation, one of the CSC companies, the premier latin North America, providing service to more than 95,000 laundry rooms throughout the United States. Latin ovided free of charge to universities where a CSC company is the laundry service provider. Where this is used, and the cost included in the Atrium annual Software as a Service (SaaS) subscription fee.	aundry facilities undryView is
Please see	e for details: https://www.laundryview.com/fags	
8.6.2.	Which of the following laundry reservation capabilities are provided by your System?	
8.6.2.1.	Uses non-proprietary, industry-standard equipment.	∑ Yes
0.0.2.1.	Atrium only uses non-proprietary, industry-standard equipment.	Z 163100
8.6.2.2.	Provide the ability for patron to view machine availability, reserve machines, receive notification when machines become available, and receive notifications via email, phone, and text message when machine cycle is complete.	⊠ Yes □ No
	LaundryView allows patrons to view machine availability, receive notification when machines become available, and receive notifications when machine cycle is complete via email, phone, and text message notification.	





	Provide	es the ability to establish limits and timeframes including:	
	i.	The number of washers and dryers that can be reserved at one time.	
	ii.	The number of outstanding reservations each student can have.	
8.6.2.3.	iii.	The length of time allowed for reservations windows (i.e., how soon after the reserved time does the machine become available if the reservation is not used).	⊠ Yes □ No
0.0.2.5.	iv.	How long to "hold" machines when searching for machines to reserve.	
	٧.	How far in advance a reservation can be made.	
	vi. Provid	The minimum amount of time between reservations. le a complete list of limits and timeframes that are controlled by the System in the green	
		ent box immediately below in the green comment box immediately below.	
	Laundr	yView offers the following resident benefits:	
		Allows residents to check washer and dryer availability online and with web-enabled phones	
		Hourly usage reports help residents plan the best time to do their laundry	
		Offers notification when cycles are complete	
		Detects machine failures to automatically request service	
8.6.3.	Are to	llowing YSU-specific requirements provided by your System?	
		**YSU has no specific requirements for the System. **	

8.7. Off-Campus Vending

8.7.1. Please describe how your System would integrate with off-campus vending.

As an open, non-proprietary campus card system, Atrium provides multiple best-of-breed off-campus options, both University and Merchant-operated.

Atrium off-campus options fall into two categories: University Operated (i.e., the university manages the promotion, selection, management, and reimbursement of the off-campus merchants) and Vendor Operated (i.e., a third-party vendor manages the promotion, selection, management, and reimbursement of the off-campus merchants).

University-operated:

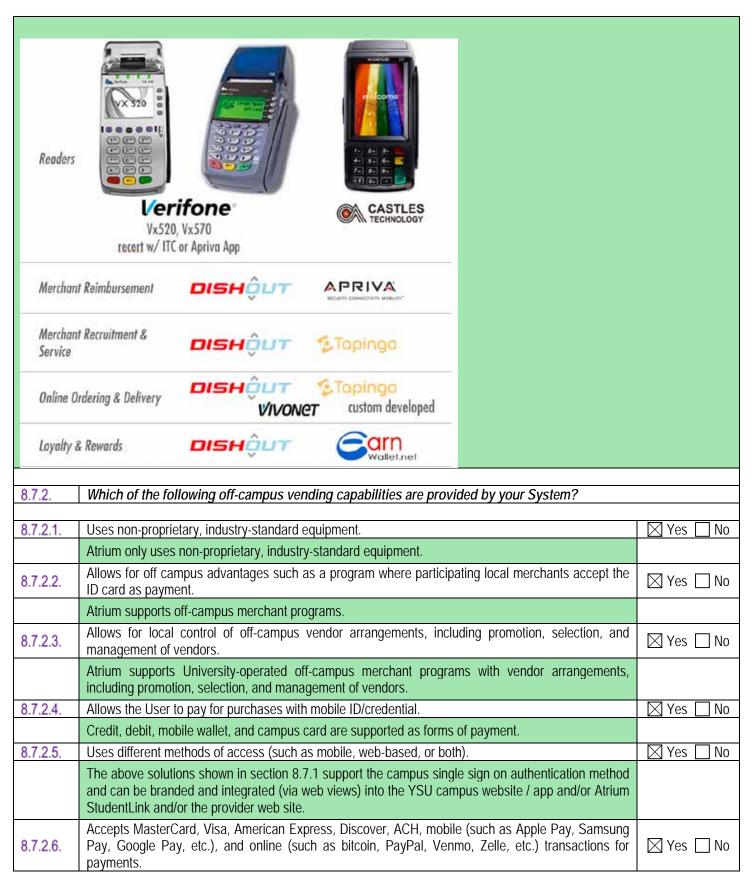
- Atrium has standard connections to ITC and Apriva which allow Verifone readers to communicate directly to Atrium.
- Atrium Reports provide the necessary reconciliation information for the University to make the merchant reimbursements.

Vendor-operated:

Atrium has standard connections to Tapingo, DishOut and Apriva who provide full-service off campus solutions including mobile app food ordering and delivery and loyalty/rewards programs.











	Credit, debit, mobile wallet, and campus card are supported as forms of payment. Online options such as bitcoin, PayPal, Venmo, and Zelle vary by option.	
8.7.2.7.	Requires specific hardware to facilitate off-campus vending.	⊠ Yes □ No
	Atrium web-readers may be paired with a slide car to accept the One Card. Or Atrium recommends Verifone or Castles readers as shown in section 8.71.	
8.7.3.	Are the following YSU-specific off-campus vending requirements provided by your System?	
	i. Offers a fully managed solution i.e. contracts issuing equipment and starting and ending service with vendors.	⊠ Yes □ No
	partnered with multiple vendors who offer a fully managed solution. Atrium has standard connections to priva who provide full-service off campus solutions including mobile app food ordering and delivery and lopprograms.	

	de full-service off campus solutions including mobile app food ordering and delivery and loyalty/rewards programs.
8.8. Online Web-E	Based Ordering System
8.8.1. Describe you ordering?	ur online web-based ordering system. Describe how the System handles online food and beverage
© Tapingo DISHĜUT	Atrium has connections to Tapingo, DishOut/ToGo, Starship (Robotic food delivery!), Compass Boost, Maegan, Splick.it, Apriva, and Sodexo Bite for online ordering.
STARSHIP	
böost maegan™	
splick.it	
APRIVA	
Bite by Sodexo	
887	e different options available for management (such as managed, unmanaged, and Client-managed) of eb-based ordering system.
Tapingo is a managed sol	lution. DishOut ToGo and others are client-managed. Others are managed by the food service provider.
	to is responsible for the programming of online web-based ordering system (Respondent, Client, or or). How is the programming completed?
Atrium is for the initial imp	lementation. Client or their food service provider is responsible thereafter unless it is oursourced to someone





8.8.4.	Provide examples of installations using an online ordering system		
Below are project:	Below are just some of the Atrium clients for whom we have provided an online ordering system as part of the One Card replacement project:		
St. John's	University – Boost app		
Towson Ur	niversity – Tapingo		
•	ason University – Starship Robot Food Delivery		
	follege – Atrium Off-campus		
· ·	niversity – Tapingo		
	niversity – Tapingo		
,	of Georgia – Tapingo		
	er University – Atrium Off-campus		
Florida A&	M University – online ordering in Phase II		
0.0.5	Which of the fallowing online such based and only a conshillties are manifold by your Creaters?		
8.8.5.	Which of the following online web-based ordering capabilities are provided by your System?		
8.8.5.1.	Uses non-proprietary, industry-standard equipment.	⊠ Yes □ No	
	Atrium only uses non-proprietary, industry-standard equipment.		
8.8.5.2.	Interfaces with other point of sale equipment to complete orders.		
	All Atrium online web-ordering partners can interface with other point of sale equipment to complete orders.		
8.8.5.3.	Provides the ability to order food through a web page and select a pickup time.		
	All Atrium online web-ordering partners provide the ability to order food through a web page and select a pick-up time.		
8.8.5.4.	Allow cardholders to determine "favorites".		
	All Atrium online web-ordering partners allow cardholders to determine "favorites."		
8.8.5.5.	Provides the ability to perform back-of-the-house functions (such as order ticket printing, order viewing, as well as statistical and administrative functions). Provide a complete list of the back-of-the-house functions the System can perform in the green comment box immediately below.	⊠ Yes □ No	
	All Atrium online web-ordering partners provide the ability to perform back-of-the-house functions, including order ticket printing, order viewing, statistical measures, and administrative functions.		
8.8.5.6.	Integrates into the proposed POS solution for purposes of order flow management and enterprise wide reporting requirements.	⊠ Yes □ No	
	DishOut, Maegan and Splick.it can integrate with Infor POS. None of them integrate with Agilysys or Amber POS.		
	Atrium is working with Tapingo on integrating with Infor POS as major clients such as Towson University and UNF desire such integration.		
8.8.5.7.	Provides the ability to pay for orders placed online. This activity should be supported through the proposed transaction processing system.	⊠ Yes □ No	
	All Atrium online web-ordering partners provide the ability to pay for orders placed online. This activity is supported through Atrium's StudentLink transaction processing system.		
8.8.5.8.	Supports POS kiosk access for use in student centers, dining halls, and other large food courts.	Xes □ No	
	Infor POS and Tapingo offer kiosks. See details on Infor POS below. Kiosk can be desktop, wall-mounted		





		ı
	 Available in table top and pedestal versions. Kiosk supports dual mode where it can be a register and a kiosk. Users can both order and checkout. Direct integration to the Infor POS with real-time synchronization to the menu system so if an item is removed for sale, it is removed automatically from the Kiosk. Background images, logos, product images and menus are completely customizable. Managers may also choose different work flows for pick-up versus delivery. The Infor Kiosk is designed for self-ordering. Workflows supported include ordering via menus, scanning product barcodes and integrated scales for weighed items. Orders can be pre-paid at time of order or sent to an Infor POS station for payment. Receipts can be printed automatically or by user prompt or emailed. 	
8.8.5.9.	Provides the Patron the ability to order food through a web page or app and select a pickup time.	
0.0.0.0	All Atrium online web-ordering partners provide the ability to order food through a web page or app and select a pick-up time.	
8.8.5.10.	Provides the Patron the ability to determine "favorites".	⊠ Yes □ No
	All Atrium online web-ordering partners allow cardholders to determine "favorites."	
8.8.5.11.	Includes the ability to be integrated into the proposed POS solution for purposes of order flow management and enterprise wide reporting requirements.	⊠ Yes □ No
	DishOut, Maegan and Splick.it can integrate with Infor POS. None of them integrate with Agilysys or Amber POS. Atrium is working with Tapingo on integrating with Infor POS as major clients such as Towson University and UNF desire such integration.	
	<u> </u>	
8.8.6.	Are the following YSU-specific online web-based ordering requirements provided by your System?	
	ii. Offers a fully managed off-campus vendor program.	⊠ Yes □ No
	All Atrium online web-based ordering partners offer a fully managed off-campus vendor program.	

8.9. Parking & Transit

8.9.1. Describe your parking & transit system.

An Atrium T2 connection is currently in consideration for Colorado State University, a new Atrium client.

Atrium can be integrated with any parking operation in one of two ways:

• Authentication - real-time authentication of cardholders at point of entrance to parking facilities and/or to access services. The Atrium Transactional API supports this use case, including the ability to capture the event and to respond with the cardholder photo and other person attributes as may be required/desired as part of the authentication process.





X Yes No

	Payment - ability to process financial transactions against campus card accounts for such items as parkin	g passes, parking
	permits, etc.	3
0.00		
8.9.2.	Provide a list of the ID card system features that integrate the System into campus parking and t	ransit systems.
In addition to the description provided in section 8.9.1, Atrium also has a connection with Flowbird Location-Based Parking, and can provide Parking Lot control using MIFARE DESFire EV1 NFC readers and the Raspberry Pi Atrium App.		
8.9.3.	Which of the following parking & transit functions/capabilities are provided by your System?	
8.9.3.1.	Charges ID cards from parking and other Client systems.	⊠ Yes □ No
0.0.0.1.	As an open, nonproprietary system, Atrium can connect with any non-proprietary parking or other Client system in order to complete a transaction that charges the One Card.	
	Atrium StudentLink can be used to sign up for parking permit T&C's and pay for permits. Atrium Web Readers can be used for parking permit payments, of which an unlimited number is included as part of Atrium at no additional charge.	
8.9.3.2.	Integrates and transacts with on-campus transit systems.	
	If the local mass transit provider allows, Atrium's open API can be used to support the use of the campus card. Also, an Android tablet or Raspberry Pi powered by the Atrium App can be used with an appropriate mag or NFC reader. Or, the Atrium Castles reader can be used.	
8.9.3.3.	Integrates and transacts with public transit system.	
	If the local mass transit provider allows, Atrium's open API can be used to support the use of the campus card.	
8.9.4.	Are following YSU-specific requirements provided by your System?	
	YSU has no specific requirements for the System.	
3.10. Ve	ending & Copier Controllers	
8.10.1.	Describe how your system works with vending & copier controllers. Describe how the System photocopy vending.	facilitates online
Atrium supports new generation best-of-breed MEI 4inOne or 'all-in-one' vending readers used by Coke, Pepsi, Chartwells, Canteen and others which take campus card/credit/debit/Apple Pay/Google Pay, as well as others such as USATech ePort and CoinCo, which accept all cashless tenders (if and only if the school configures them accordingly). These cellular readers use SSL/TLS AES256 bit encryption and do not use the campus network. Companies like Coca Cola and Pepsi Co. will typically provide these to clients free of charge as they assist them in inventory management. Atrium connects to ANY industry-standard, non-proprietary, best-of-breed vending reader to provide a unified One Card solution.		
8.10.2.	Which of the following vending & copier controller functions/capabilities are provided by your S	ystem?

Uses non-proprietary, industry-standard equipment.





	Atrium only uses non-proprietary, industry-standard equipment.	
8.10.2.2.	Provides the ability for photocopy vending to be conducted online and on-site.	⊠ Yes □ No
	Atrium has a standard direct connection with PaperCut print/copy management solution, as well as Pharos Uniprint, Off-the-Glass, GoPrint, WEPA, and Equitrac. In addition, Atrium supports standalone print/copy readers from ITC and Jamex	
8.10.2.3.	Provides options for a card vending device with the ability to dispense non-ID card system cards. <u>Describe the card vending hardware options available with the System in the green comment box immediately below.</u>	⊠ Yes □ No
	Atrium best-of-breed partners ITC and Jamex both provide kiosks to dispense non-ID card system cards. Image: Card Stand Sta	
8.10.2.4.	Accepts cash and credit cards for payment.	⊠ Yes □ No
	ITC and Jamex Card Valuation Centers (aka Kiosks) support cash and PCI-compliant credit/debit card deposits to campus card accounts, card dispensing and receipt printers. Jamex provides a cash-dispensing kiosk and supports cashless operations at venues such as rec centers where customers can pay for services and receive a custom printed receipt (e.g. towel rental, etc.). Atrium can easily connect to other kiosks using the open Atrium API.	
8.10.2.5.	Works with mobile devices (such as Apple and Android) and PCs (web based).	
	Click here to provide additional commentary, if necessary.	
8.10.2.6.	Reads magstripe, RF, barcode, Bluetooth, proximity, or manual entry (name or ID number).	⊠ Yes □ No
	Click here to provide additional commentary, if necessary.	
8.10.2.7.	Offers vending and copier controllers that allow ID card system and non-ID card system Patrons, with stored value, to purchase vending items and copies.	⊠ Yes □ No
	Atrium supports standalone print/copy readers from ITC and Jamex to charge cardholders for copies using their stored value account. These communicate with Atrium via HTTPS AES256 encryption. Atrium also supports connections with several print/copy management solutions including PaperCut, Pharos, GoPrint, WEPA, PCounter and Equitrac. Atrium can be configured with a Print or Copy Account with an \$\$ amount for the free printing/copying, after which additional money can be added to the account.	
8.10.2.8.	Provides vending options for selling office sundries. Must accept stored value from ID cards and preferably credit cards for payment. Describe the available hardware options available with the System in the green comment box immediately below.	⊠ Yes □ No





	Atrium recommends using a full featured point of sale device for this use case, given the need to support multiple items (SKUs), cash, campus card, and credit card tenders.	
8.10.2.9.	Provides an ID card system interface with existing vending infrastructure (such as those provided by Pepsi Co. or other major electronic vending companies) that uses the System's cards to make purchases at existing machines without hardware changes. <u>Describe how this is accomplished in the green comment box immediately below</u> .	⊠ Yes □ No
	Atrium supports new generation best-of-breed 'all-in-one' vending readers, which accept all cashless tenders (if and only if the school configures them accordingly) including campus card, credit, debit, and emerging e-pay (e.g. Apple Pay, Google Pay, etc.). These cellular readers use SSL/TLS AES256 bit encryption and do not use	
	the campus network.	
8.10.3.	Are following YSU-specific requirements provided by your System?	
YSU has no specific requirements for the System.		

Section 9. Environment & Availability

9.1. Hosting

9.1.1. Describe the hosting options available through your System.

Atrium is a modern, web-based, native Cloud One Card solution, designed to Apple usability standards. Atrium operates online, in real time, and is available 24x7x365.

Atrium is hosted on an Amazon Web Services (AWS) Cloud Platform which has been carefully architected to provide 99.999% uptime, which translates to 26 seconds of downtime per month. This is possible due to the combination of multiple layers of redundancy across multiple availability zones (geographies), automatic failover from primary to secondary servers and automatic activation of additional cloud computing services as demand dictates.

A campus hosted environment is available as option. Note, while Atrium can be hosted on premise, no client has opted to self-host and we believe the business case does not support self-hosting given the price/performance of Atrium's AWS (Amazon Web Services) private cloud.

As a secure, cloud-hosted system, Atrium significantly lowers the cost of ownership making it the ideal campus management solution. As a hosted solution, there is no hardware on campus, nor client costs for system & network administration, maintenance or PCI compliance.

9.1.2. Describe your communication process for expected or unexpected outages due to upgrades, scheduled maintenance, and issues.

Atrium uses a single tenant model, which means each Atrium client has their own, separate Atrium instance (i.e., own code base and databases). Atrium NEVER updates a client system without their permission. This allows Atrium clients to choose when/if they have Atrium update them to new releases.





Atrium will communicate with the client in advance of any required maintenance that requires downtime. This work is always scheduled and completed during off hours. In the event of an expected outage, Atrium has multiple real-time monitors in place which will immediately notify client and Atrium personnel. Which of the hosting of the following are including in your hosting system? 9.1.3. 9.1.3.1. Offers an entirely cloud-based SaaS platform. Atrium is the only actively supported, campus card system built on a NATIVE, WEB, enterprise-grade, cloud-hosted platform. Atrium is built on the same modern web platform as Google, Amazon, Snap Chat, Facebook and Apple. ALL interaction with Atrium is through a 100% browser-based Web User Interface based on latest Google and Apple usability standards accessible anytime, anywhere through any browser-enabled device with proper credentials. X Yes 9.1.3.2. Provides the ability to host the System on campus No A campus-hosted environment is an option. Note, in this option, the client is responsible for hardware administration, system and network administration, maintenance, and PCI compliance. elements will increase the cost. X Yes 9.1.3.3. Provides US based hosting. No Atrium's AWS cloud hosted platform is US based. X Yes 9.1.3.4. Provides optional integration of local servers which would work on virtualized operating systems. No A campus hosted environment is available as option. Note, while Atrium can be hosted on premise, no client has opted to self-host and we believe the business case does not support self-hosting given the price/performance of Atrium's AWS (Amazon Web Services) private cloud. As a secure, cloud-hosted system, Atrium significantly lowers the cost of ownership making it the ideal campus management solution. As a hosted solution, there is no hardware on campus, nor client costs for system & network administration, maintenance or PCI compliance. 9.1.3.5. Meets or exceeds industry-standard uptime of 99.999%. ⊠ Yes □ No Amazon Web Services (AWS) Cloud Platform has been carefully architected to provide 99.999% uptime, which translates to 26 seconds of downtime per month. This is possible due to the combination of multiple layers of redundancy across multiple availability zones (geographies), automatic failover from primary to secondary servers and automatic activation of additional cloud computing services as demand dictates. Guarantees industry standard availability levels of 99.999%. Provide the availability levels ⊠ Yes ☐ No 9.1.3.6. guaranteed by the hosting system in the green comment box immediately below. Atrium experiences 99.999% uptime with our AWS cloud platform redundant architecture. Atrium guarantees 99.95% uptime against financial penalty. 9.1.3.7. Operates online, in real time, 24 hours a day, 7 days a week. X Yes No Atrium is a modern, web-based, native Cloud One Card solution, designed to Apple usability standards. Atrium operates online, in real time, and is available 24x7x365. X Yes 9.1.3.8. Does not require shutdowns to perform functions (such as system backups, generation of reports, etc.). No As a cloud solution, software updates generally take seconds to implement. Protocol includes the ability to roll back to previous version in seconds in the event of any issues. Provides on-going PCI DSS security certification and maintain National Institute of Standards and 9.1.3.9. Technology (NIST) standards. Atrium is based on a cloud-computing model. According to the National Institute of Standards and Technology (NIST), cloud computing is defined as "a model for enabling ubiquitous, convenient, ondemand network access to a shared pool of configurable computing resources (e.g., networks, servers,





storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction." PCI Data Security Standards v3.2 Certificate of Compliance This is to certify that this organization has completed a PCI DSS v3.2 assessment performed by CompliancePoint, a PCI Security Council Qualified Security Assessor Company, and was found to be compliant with the PCI Data Security Standards. ISA TECHNOLOGIES Atrium Customer : JSA Technologies Web address: www.jsa-tech.com Category: Level: Service Provider StudentLink is the Category : Level 1 Service P Validation : January 4, 2018 Valid Until : January 4, 2019 Atrium only component in PCI scope. CompliancePoint anuary 4, 2018 Dayld R. Grow - Lead Assessor Atrium StudentLink processes credit/debit cards and ACH for secure deposits to campus card accounts. Atrium StudentLink is PA-DSS Level 1 certified and compliant and uses the latest P2Pe technology. The rest of Atrium does not touch credit/debit cards or ACH. Despite this fact, Atrium is designed to PA-DSS Level 1 standards. Provides sub-second transaction response time regardless of hosting option, system loading, time of ⊠ Yes □ No 9.1.3.10. day, etc.. Atrium provides sub-second transaction response time regardless of hosting option, system loading, time of day, etc. X Yes 9.1.3.11 Provides ability to host campus card system off campus in a secure, private cloud. No Atrium offers the ability to host campus card system off-campus in a secure, private cloud through AWS. 9.1.3.12 Includes virtual, redundant servers, firewalls, switches and load balancers. X Yes No Atrium AWS hosting provides virtual, redundant servers, firewalls, switches, and load balancers. 9.1.3.13 Stores data in a database environment with primary and active redundant databases. 🛛 Yes No Atrium AWS hosting data storage is in a database environment with primary and active redundant databases. X Yes 9.1.3.14. Includes geographic redundancy. No Atrium AWS hosting provides geographic redundancy across three disparate availability zones within the United States. 9.1.3.15. Provides security-heavy framework with encryption for all data. X Yes □No Atrium AWS hosting provides a security-heavy framework with encryption for all data. ⊠ Yes 9.1.3.16 Provides 24/7 intrusion detection monitoring No Atrium AWS hosting provides 24/7 intrusion detection monitorin. 9.1.3.17 Detects and reports unauthorized attempts to use an invalid ID card. X Yes No Atrium provides this capability through denied transactions and the Atrium Notifications.





9.1.3.18.	Provides weekly independent security scanning.	⊠ Yes □ No
	Atrium meets/exceeds all of the cyber security and compliance regulations that are in scope for a campus card system. This includes SAS70 and SSAE 16 audits, intrusion detection, and weekly independent security monitoring. Atrium is PCI-DSS Level 1, FERPA, and GDPR compliant.	
9.1.3.19.	Includes SAS70 audits.	
	As stated above, Atrium meets/exceeds all of the cyber security and compliance regulations that are in scope for a campus card system. This includes SAS70 and SSAE 16 audits, intrusion detection, and weekly independent security monitoring. Atrium is PCI-DSS Level 1, FERPA, and GDPR compliant.	
9.1.3.20.	Provides automatic back-up with physical off-site storage.	
	Atrium AWS hosting provides automatic back-up with physical off-site storage.	
9.1.3.21.	Provides online access to all transactional history.	
	Atrium AWS hosting provides online access to all transactional history.	
9.1.3.22.	Supports virtual machines. <u>Please note below if dedicated server hardware is required in the green comment box immediately below.</u>	⊠ Yes □ No
	Click here to provide additional commentary, if necessary.	
9.1.3.23.	Tests environments for non-production testing and training to be included with license.	⊠ Yes □ No
	Atrium AWS hosting provides a test environment for non-production testing and training.	
9.1.3.24.	Offers formal release of software updates and upgrades. These should separate from development, test, and production environments.	⊠ Yes □ No
	Atrium is on a quarterly software release cycle. All software updates are included in Atrium's subscription fee. The client is always in control of when/if they have Atrium update them to a new release. This is possible, because each client has their own Atrium instance. Prior to updates, release documentation is released to clients for review. This documentation is available several days before the update is performed. If the client has specific requirements for advance notice, Atrium can comply with those requests.	
	New releases are thoroughly tested on several test systems. Under certain scenarios where it makes sense to augment general testing with testing using an actual client's data set, we will seek that client's permission and set up such testing. Atrium will never use any client data for any testing without written permission.	
	Updates not requiring database enhancements generally take seconds to implement, while those requiring database enhancements range from 2 - 10 minutes. New releases are staged separately and in parallel with the current production version. In the rare event an issue is encountered in implementing a new release, we can revert almost instantaneously to the previous version.	
	Atrium conducts a rigorous QA process using non-development resources on each new release. All bugs are logged to the Atrium Case management system and resolved before we make the release available to clients. Upon request, clients can test prior a new release prior to its implementation.	
9.1.3.25.	Deploys architecture for production, development, testing and training environments.	∑ Yes ☐ No
	Following confirmation from the client, Atrium deploys architecture for production, development, testing, and training environments.	
9.1.3.26.	Includes push notification of system errors.	⊠ Yes □ No
	Atrium AWS hosting provides push notification of any system errors.	





9.1.3.27.	Provides the ability to rollback at Client's discretion in event of system error/failure during patches or upgrades.	⊠ Yes □ No
	In the rare event an issue is encountered in implementing a new release, Atrium can revert/roll back almost instantaneously to the previous version. For Atrium, this merely involves flipping 4 switches.	
	Offers the following real-time performance monitoring and notification:	
	i. Network connectivity.	
9.1.3.28.	ii. Databases.	⊠ Yes □ No
5.1.5.20.	iii. Server hardware and internal processes.	
	iv. Connectivity to third party systems and readers. Provide a complete list of the components of your System that are subject to real-time	
	performance monitoring and notification in the green comment box immediately below.	
	Atrium AWS hosting provides real-time performance monitoring and notification:	
	- Network connectivity	
	- Databases	
	- Server hardware and internal processes	
	- Connectivity to third-party systems and readers	
	The real-time performance of each connected system is also monitored through the Atrium Dashboard, the configurable landing page for Atrium administrators.	
9.1.3.29.	Offers disaster recover fail over with sub-second processing. Proof of testing of this is required.	
	Atrium AWS hosting provides	
9.1.3.30.	Ensures that information/data deleted from the product is also deleted from the product database.	⊠ Yes □ No
	As noted previously, each Atrium client has their own separate Atrium instance and databases. Databases are not shared. Patron data is usually soft-deleted by default when deleted through the application to prevent accidental and unrecoverable data loss. Hard delete is honored upon request, whereby data is permanently deleted from the system.	
	Complies with the accepted industry standards for web-based products and services features (WCAG 2.0 Level AA). Include the following documentation in the green comment box immediately	
9.1.3.31.	<u>below</u> :	⊠ Yes ☐ No
	i. Description of complying features.	
	ii. Description of how features conform to WCAG 2.0 Level AA	
	 Atrium is designed to use a keyboard and all functions can be accessed through keystrokes. 	
	 Atrium is designed to accommodate Assistive Technology. 	
	 Atrium is a web-based SAsS that takes advantage of the high level of accessibility settings that are available in modern web browsers. 	
	 Color coding is not used as the only means of conveying information. 	
	Flashing text is not used.	
	 When electronic forms are used, the form allows people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues. 	
	 In every situation throughout Atrium, whenever there is a non-text element, text equivalents are offered. 	
	 There are no multimedia materials used with any of the Atrium web pages. 	





	 Documents are organized so they are readable, without requiring an associated style sheet. 	
	Image maps are not used.	
	There are no timed responses in Atrium.	
	For persons with speech difficulties, users are not required to interact with Atrium via spoken communications.	
	 For persons with hearing difficulties, audio information is not provided. 	
	 For persons with fine motor difficulties, there are no simultaneous actions that need to be performed in Atrium. 	
	Please refer to Tab 4 'Section 9.1.3.31 - Atrium - 2018 VPAT2 - Voluntary Product Accessibility Template® (VPAT®).'	
9.1.3.32.	Provides third-party verification of Voluntary Product Accessibility Template (VPAT) (preferred), or other confirmation of WCAG 2.0 Level AA compliance. If your VPAT is based on an alternative screen reader software, and/or internet browser, include the name of the software/browser in the green comment box immediately below.	⊠ Yes □ No
	Level Access comprehensively tested a selection of pages and user flows representative of Atrium Campus. Testing involved extensive use of leading assistive technologies, such as JAWS, ZoomText, and Dragon® NaturallySpeaking, as well as exclusive use of the keyboard and manual inspection of code and Accessibility API output through the use of tools such as Microsoft Inspect.	
9.1.3.33.	Discloses noncomplying features. Provide a complete list of feature(s) and issue(s) that are noncompliance and a roadmap with timeframe for achieving compliance in the green comment box immediately below.	⊠ Yes □ No
	The majority of items identified as needing remediation have been completed. This is a current project with a third-party engineering firm actively working on the rest.	
9.1.3.34.	Includes an accessibility roadmap for the System.	∑ Yes ☐ No
	All items identified by Level Access as needing remediation will be completed by Sept 1, 2019	
9.1.3.35.	Provides an accessibility testing process for code reviews, evaluations with accessibility checking software, testing with assistive technologies, testing by users with disabilities, etc. Provide a complete list of the components of the System that are subject to accessibility testing in the green comment box immediately below.	⊠ Yes □ No
	In addition to our partnership with Level Access, Atrium is continually being evaluated by customers employing experts in the field of Accessibility Requirements. We evaluate any items they identify on their site as needing remediation and take steps to remedy.	
9.1.3.36.	Provides internal accessibility standards and how compliance is ensured/measured.	⊠ Yes □ No
	In addition to using automated testing sites such as WAVE, Atrium has partnered with Level Access for our accessibility testing and remediation.	
9.1.3.37.	Employs or contracts a designer/developer with experience coding the product for accessibility and achieving accessibility standards.	⊠ Yes □ No
	The Atrium software engineers work closely with the team at Level Access to maintain compliance and learn coding best practices for future projects.	
9.1.4.	Are the following YSU-specific hosting requirements provided by your System?	
J. 1.7.	The the following 150-specific hosting requirements provided by your system:	
	i. Provides an entirely cloud-based SaaS platform.	⊠ Yes □ No





Atrium is a 100% cloud-based SaaS platform serviice model. Atrium is accessible from various Customer devices through either a compliant web browser or a mobile application. The Customer does not manage or control the underlying cloud infrastructure including network, servers, operating systems or storage. This SaaS service model offers the Customer significant lifecycle benefits in term of cost of ownership and flexibility as compared to proprietary, packaged software offerings of traditional campus card system providers.

9.2. Visitor Registration

9.2.1.	Describe how your system manages and administers visitor registration.	
Using Atriuschedule.	Im Data Tools or the Atrium API, Atrium can connect to any non-proprietary system to import/export data	on a configurable
9.2.2.	Which of the following visitor registration capabilities are provided by your System?	
9.2.2.1.	Provides the ability for each residence hall to be able to register and track visitors and guests.	
	Click here to provide additional commentary, if necessary.	
9.2.2.2.	Provides the following features available within the visitor check-in system should include, but not be limited to: i. Web-based interface. ii. Scanning of student ID. iii. Driver's license scanning. iv. On-site list. v. Provides automatic text message and/or email notification of guests that haven't checked out in a specified time period. vi. Creates overnight visits. vii. Issues a temporary visitor card. Provide a complete list of features available within the visitor check-in system in the green comment box immediately below.	⊠ Yes □ No
	Click here to provide additional commentary, if necessary.	
9.2.2.3.	Fully integrates with the card production and access control software.	⊠ Yes □ No
9.2.3.	Are following YSU-specific requirements provided by your System?	
	**VCII been no en elife no milione ente fem the Creation **	
YSU has no specific requirements for the System.		





9.3. Host System Architecture

9.3.1. Describe your host system architecture.

Atrium is a 100% native cloud solution comprised of two separate private clouds.

- + Atrium StudentLink Cardholder facing, accepts credit/debit/ACH/ePay payments, Level 1 PCI-DSS compliant
- + Atrium Core Non Cardholder facing, used by Atrium and Client Admins to manage Atrium, designed for Level 1 PCI-DSS compliance, but is not in PCI scope

As a secure, native cloud solution, Atrium significantly lowers the cost of ownership making it the ideal campus management solution. Atrium requires no servers on campus. Accordingly, there are no client costs for server system administration, maintenance or PCI compliance. This frees the client to manage the card system rather than manage on-premise servers and databases.

Atriums runs on an Amazon Web Services (AWS) platform and is hosted by hosting.com. Atrium is based on a 5-tier LAMP stack architecture. Each tier runs on separate virtual servers which are replicated in real-time across multiple availability zones across the USA with automatic disaster recovery/failover and auto scaling. The five tiers are: Database servers, Transaction servers, Application servers, Web servers and Card Production servers (when Atrium is hosting card production - this is optional).

Transactional endpoints (e.g. POS) communicate over public internet via HTTPS/TLS AES256 encryption with Atrium Transaction servers. Cardholders and Atrium client Admins communicate with Atrium over public internet via HTTPS/TLS AES256 encryption with Atrium Web servers. Atrium provides multiple options for two-way connectivity with information systems (e.g. PeopleSoft), including (1) direct ODBC database via E2E (end-to-end) encryption over public web and/or via VPN, (2) web service and (3) flat file via SCP/SFTP/CIFS.

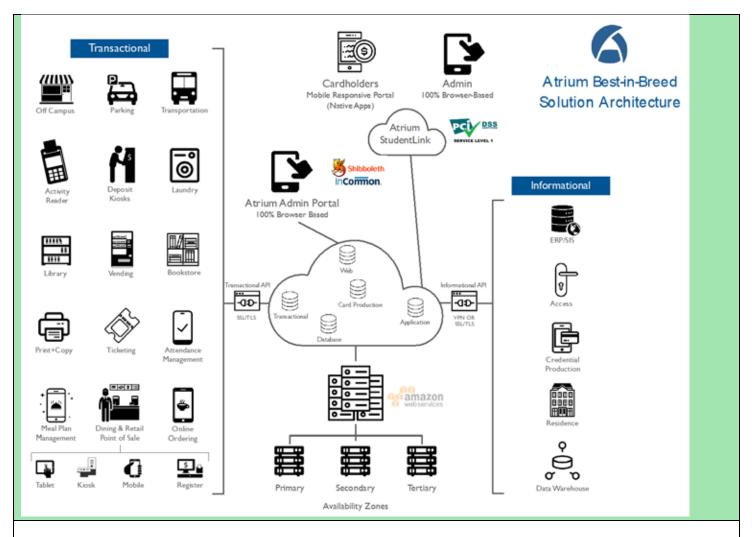
Atrium can whitelist only the allowed devices/systems. No direct, public access is possible to Atrium Database servers. A VPN can be used for secure communications with informational systems (e.g. PeopleSoft) that cannot communicate via an encrypted construct with Atrium Application servers. Atrium Admins communicate via the Atrium Web servers where whitelisting and 2FA (two factor authentication) are supported. Atrium supports all forms of Single Sign On (SSO) as well. Typically, the only Campus IT involvement required is the initial set up of the VPN tunnel, if such a tunnel is required.

Please refer to Tab 4 'Section 9.3.1 - Atrium IT White Paper – AWS.'

While Atrium can be hosted on premise, no client has opted to self-host and we believe the business case does not support self-hosting given the price/performance of Atrium's AWS (Amazon Web Services) private cloud.





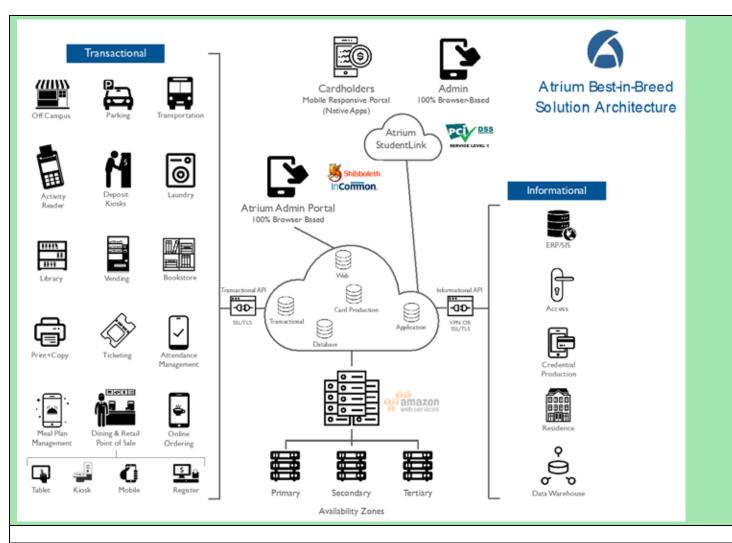


9.3.2. Describe your host system's hardware configuration. Include a list of all component and specifications required in the proposed host system.

The Atrium next generation OneCard solution is based on the industry's only native cloud architecture and runs on the industry's leading virtual private cloud platform (Amazon Web Services). This provides schools with the flexibility, open technology, and scalability to take OneCard in whatever direction may be required as the mobile revolution roars ahead.







9.3.3. In layman's terms, provide a summary of your company's privacy policy.

Thank you for choosing to be a part of our community at JSA Technologies, Inc. ("company", "we", "us", or "our). We are committed to protecting your personal information and your right to privacy. If you have any questions or concerns about our policy or our practices with regards to your personal information, please contact us at support@jsatech.com.

When you visit our website: services.jsatech.com, and use our services, you trust us with your personal information. We take your privacy very seriously. In this privacy notice, we describe our privacy policy. We seek to explain to you in the clearest way possible what information we collect, how we use it and what rights you have in relation to it. We hope you take some time to read through it carefully, as it is important. If there are any terms in this privacy policy that you do not agree with, please discontinue use of our Sites and our services.

Please refer to https://services.jsatech.com/privacy.html for the full statement and links to our policy.

9.3.4. Which of the following host system architecture capabilities are include the System?





9.3.4.1.	Integrates with Microsoft Windows or Linux operating system for the server. Includes the option that a compatible server can be provided the Client.	⊠ Yes □ No
	Atrium is a native, enterprise-grade, web application based on the industry standard LAMP technology stack (Linux, Apache, MySQL, PHP). Atrium does not require servers on campus.	
	While Atrium can be hosted by the Client, no Atrium Client has done so, and we do not recommend it as it is more expensive and degrades service and responsiveness.	
9.3.4.2.	Integrates with multiple operating systems for administrative workstations including supported versions of Microsoft Windows or Apple macOS/iOS operating systems.	⊠ Yes □ No
	Atrium is a native mobile, cloud, enterprise grade application versus a 30-year-old client-server architecture with a web front end. Accordingly, Atrium is inherently mobile and all interactions with Atrium can be through mobile devices. Atrium is agnostic to browsers and operating systems.	
9.3.4.3.	Supports an unlimited cardholder database. <u>Describe your approach to licensing with respect to cardholder database size in the green comment box immediately below</u> .	⊠ Yes □ No
	Atrium has a six-tier SaaS (software as a service) pricing model. Atrium's pricing is fixed and will not escalate for any reason during the contract period, unless RIT elects to purchase additional modules and/or connections. It is important, when comparing Atrium to legacy, proprietary card systems, to include the costs for: • servers, security scans/compliance, system administration and network administration services for on-site servers and IT infrastructure • proprietary mark-ups on new hardware which range from 2X - 3X of fair market value	
	Atrium's standard pricing model includes fixed, zero escalation annual pricing for the first five-year term with a formulaic CPI-based computation for the second five-year term (i.e., years 6 through 10). Pricing is based on enrollment (We use College Board to confirm enrollment.), number of unique connections (e.g., bookstore, POS, vending, laundry, etc.), and number of modules (e.g., Photo Upload, Meal Plan Portal (MPP), etc.). The number of cardholders can be unlimited.	
9.3.4.4.	Does not sell data retrieved or recorded by the System.	
	Atrium does not share or sell any client data retrieved or recorded by the Atrium system.	
9.3.4.5.	Provides message-based TCP/IP communication architecture.	
	 Atrium can communicate with outside systems using a variety of secure protocols. Ports typically used are: Port 80 and 443 for regular web traffic Port 3306 (MySQL), port 1521(Oracle), and port 1433 (SQL Server). While these ports are typically the defaults used, we can accommodate different ports as needed by the client through our AWS security groups. Port 22 for SFTP/SCP. Other non-standard ports if needed for non-HTTP traffic on case by case basis. 	
9.3.4.6.	Offers an open database connectivity (ODBC) compliant database.	Yes □ No
	For advanced users, Atrium can provide read-only ODBC access to the Atrium database.	
9.3.4.7.	Provides volume fault tolerance through use of enterprise-grade RAID standards	⊠ Yes □ No
	Atrium's Amazon Web Services (AWS) Private Cloud Infrastructure provides Raid 6 SAN (Storage Application Network). EMC Storage with an EMC/Cisco Fiber Channel Director.	
9.3.4.8.	Processes transactions online.	⊠ Yes □ No
	Atrium is a 100% real-time, online system. Transactions are available immediately for reporting.	





9.3.4.9.	Provides real-time interfaces to other systems via the network backbone.	
	Atrium provides real-time interfaces to other systems via the network backbone.	
9.3.4.10.	Expands to support unlimited number of online card-reading devices	⊠ Yes □ No
	Atrium is designed to be scalable and can support an unlimited number of online card-reading devices.	
9.3.4.11.	Provides a transaction rate and response time less than 2 seconds.	⊠ Yes □ No
	Atrium provides sub-second transaction response time regardless of hosting option, system loading, time of day, etc.	
9.3.4.12.	Schedules automated network or tape backup process without interrupting the on-line operation of the System.	⊠ Yes □ No
	As an example, Atrium conducted load testing for Rutgers University in August 2015 as part of our Golive process. Transactional loads were simulated using Atrium's transaction generator. This load testing proved Atrium can handle 40X Rutgers' peak lunch time transactional volume while still providing sub second response times. Rutgers has over 66,000 students and over 1,300 Point of Sale endpoints. Since our move to AWS, transaction response times are even faster.	
9.3.4.13.	Maintains full operation of all crucial host functions for 20 minutes or more in the event of a loss of utility power and managing orderly shutdown of system through Smart UPS protection.	⊠ Yes □ No
	As a Cloud solution, Atrium takes care of all system platform maintenance including hardware, software updates, back-ups, security monitoring, patches, etc. Data back-up occurs continuously and automatically without Atrium card system interruption.	
9.3.4.14.	Enables online reporting and system management capability from any workstation.	⊠ Yes □ No
	As a native web Cloud solution with a 100% browser-based user interface, Admins may access, administer, and run reports on any browser-based device, including mobile devices.	
9.3.4.15.	Provides ability to notify Administrators in the event of a system event failure such as end of day. Notification should be available at a minimum via e-mail. Provide a complete list of the different mediums compatible with the System for sending communications to Administrators in the green comment box immediately below.	⊠ Yes □ No
	Actions Actions Activities	





9.3.4.16.	Provides ability to notify Patrons in the event of a system event failure such as end of day. Notification should be available at a minimum via e-mail. Provide a complete list of the different mediums the System offers for sending communications to Patrons in the green comment box immediately below.	⊠ Yes □ No
	Atrium Data Tools provides the ability to map fields, configure logic, apply rules, and set notifications (e.g., send email alert in the event the action does not run properly), all while providing a complete from/to audit trail. Email notifications can be configured to notify in the event of a failed action or if a Data Tool had denied actions. Each Data Tool run stores its own audit trail log to show all from/to changes made by that run of the Data Tool. This is in addition to the audit trail log described above on each cardholder.	
	SYSTEM STATUS ACCOUNTS Step 1: Method Step 2: Build Step 3: Verify Step 4: Execute Step 5: Summary CONNECTIONS	
	Actions History Folders Groups ATRIUM READER	
9.3.5.	Are following YSU-specific requirements provided by your System?	
	YSU has no specific requirements for the System.	

9.4. Security

5.4. Security		
9.4.1.	Describe how your Systems ensures a secure environment.	
Atrium uses SSL/TLS over public web to communicate with transactional devices and systems of record (such as PeopleSoft, Banner, Colleague, and access control) which support such encrypted communication protocols.		
For systems of record (such as SIS and a door access system) that DO NOT support TLS/SSL, Atrium uses a Virtual Private Network (VPN) tunnel from our secure private cloud to the campus.		
9.4.2.	Describe the security system's hosting model(s) and provide details of any sub-contractors involved in providing the hosted service.	
Click here to enter response.		
9.4.3.	Which of the following capabilities are included as a part of your System's security system?	
9.4.3.1.	Provides a PCI Point-to-Point Encryption (P2PE) solution certified by the PCI Security Standard Council.	





	Atrium StudentLink, which processes credit/debit cards and ACH payments, uses the latest P2PE (point to point encryption) technology. Atrium point of sale (POS) systems also use P2PE.	
	Atrium is PCI DSS Level 1 Certified and uses CyberSource Secure Acceptance.	
9.4.3.2.	Documents third-party verification of SOC 2 Type I and SOC 2 Type II audit and compliance.	⊠ Yes □ No
01110121	Yes. Atrium can provide Attestation of Compliance upon request.	
9.4.3.3.	Provides a diagram and/or description of the hosting infrastructure and network architecture, including routers, firewalls, and servers (including their purpose), detailing all application tiers (Web server, application server, database server), how the tiers are separated and, ultimately, how secure connectivity to the Internet is achieved. Provide an example of the diagram and/or description your company offers as described above.	⊠ Yes □ No
	Atrium uses a robust, secure, and modular enterprise application architecture (EAA). This architecture provides the Customer with an array of benefits over traditional client/server models based on proprietary hardware and fat clients.	
	Presentation Layer	
	Device Types. Desktop, laptop, tablet, smartphone, or other web-enabled device.	
	Operating Systems. Microsoft Windows, Apple Mac OS X, Apple iOS, Android, Windows Phone, Linux, BlackBerry OS, BSD, and IBM z/OS.	
	Browsers. Firefox, Chrome, Internet Explorer, Opera, and Safari.	
	• Applications. Atrium Mobile (iOS and Android), StudentLink Mobile (iOS and Android), Sequoia iValidate (iPhone).	
	Application Layer	
	 Operating Systems. CentOS or any Linux distro with the required PHP/Apache modules installed. Servers. Multiple, load-balanced web and application servers. 	
	• Web Application Architecture. REST web application architecture based on MVC (Model-View-Controller) framework. Highly modular software constructs for maximum response times and robust operation.	
	Web Services. Supports XML, AJAX, REST, SOAP and CSV with OpenSSL support for secure communications to Customer devices.	
	Languages. Apache, PHP, Javascript, HTML5, CSS3.	
	Database Layer	
	Operating Systems. CentOS or any MySQL-compatible environment.	
	Database Configuration. Four databases per institution: Core data, transactions, user interface,	
	and system logs.	
	 Database. MySQL Cluster. MySQL Cluster automatically partitions tables across nodes, enabling databases to scale horizontally on low cost, commodity hardware while maintaining complete application transparency. Geographic replication enables multiple clusters to be distributed geographically for disaster recovery and the scalability of global web services. Secure, Configurable Web Services Connectors. XML, JSON, REST, SOAP and CSV with 	
	OpenSSL support enable a broad range of systems and devices to securely connect to Atrium. Thus preserving investments in existing Customer technology and enabling freedom to select best-of-breed solutions across campus.	





Atrium Amazon Web Services (AWS) Private Cloud Infrastructure

Atrium moved to an Amazon Web Services private cloud in January 2018, employing a multi-tier, clustered, distributed, secure, and redundant design across multiple availability zones.

- Switches, Load Balancers and Firewalls. Intrusion Detection and Intrusion Prevention.
- · Servers. Cisco UCS Blade Chassis.
- Storage. Raid 6 SAN (Storage Application Network). EMC Storage with a EMC/Cisco Fiber Channel Director.
- Geographic Redundancy. Real-time replication across multiple availability zones virtually eliminates the potential for downtime.

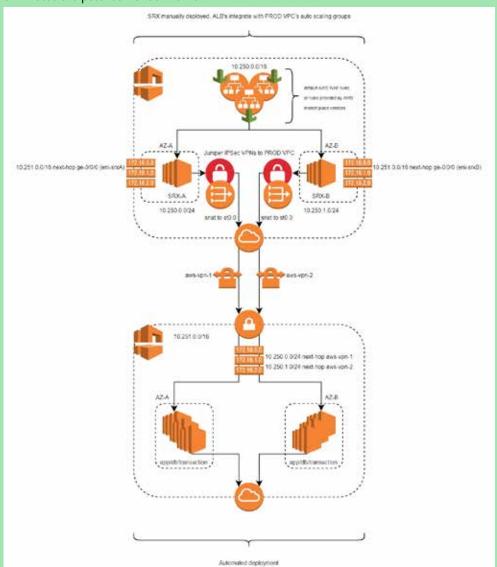


Diagram: Atrium Amazon Web Services (AWS) Cloud infrastructure overview. Auto scaling and replication across multiple availability zones. This architecture is subject to minor enhancements.

9.4.3.4.

Ensures the web application and hosting infrastructure are tested for security vulnerabilities at least quarterly. Describe your web application and hosting infrastructure testing and <u>provide details of when</u> the last assessment took place and how regularly they occur. If applicable, share the results of these security tests in the green comment box immediately below.

X Yes	☐ No
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		1
	Atrium runs internal and external network vulnerability scans at least quarterly and after any significant change in the network (for example: new system component installations, changes in network topology, firewall rule modifications, product upgrades). Note that external vulnerability scans are performed by a scan vendor qualified by the payment card industry.	
	Describe your best practices to safeguard:	
	i. Access to the system (network security).	
	ii. Access within the system (application security).	
	iii. Data stored within the system (database security).	
0.405	iv. Access to the facility (physical security).	No No.
9.4.3.5.	v. Import/export security (safeguard data while in transit).	⊠ Yes □ No
	vi. Data transmitted by disk, tape, or over the internet through encryption.	
	vii. Customer data in any non-production environment (e.g. training or testing).	
	Provide a complete list of functions and items safeguarded by the System in the green comment	
	box immediately below.	
	i. Access to the system (network security).	
	Network security at the datacenter is managed by AWS: "Network devices, including firewall and other boundary devices, are in place to monitor and control communications at the external boundary of the network and at key internal boundaries within the network. These boundary devices employ rule sets, access control lists (ACL), and configurations to enforce the flow of information to specific information system services.	
	ACLs, or traffic flow policies, are established on each managed interface, which manage and enforce the flow of traffic. ACL policies are approved by Amazon Information Security. These policies are automatically pushed using AWS's ACL- Manage tool, to help ensure these managed interfaces enforce the most up-to-date ACLs." – AWS Overview of Security Process, August 2016	
	ii. Access within the system (application security).	
	Atrium periodically updates its application platform. Most recent such update includes transition to the very latest version of each of these components	
	PHP 7.1+	
	CenOS 7+	
	MySQL 5.7	
	Apache 2.4	
	The application development follows and implement industry best practices and design for secure web applications. Only encrypted connection is allowed to Web and application server from outside of VPC. Periodic penetration tests are conducted by a 3 rd party and recommendations (if any) are implemented generally within next quarterly release.	
	iii. Data stored within the system (database security).	
	All native Atrium databases are stored inside the VPC and are not publicly accessible. Even inside the VPC access to the DB is managed by DB security groups. For 3 rd party applications (if any) that require access to the DB from outside of the VPC, it's achieved by either using VPN or encrypted connection or both and source IP address filtering.	
	iv. Access to the facility (physical security).	





Access to the facility is managed by AWS: "AWS's data centers are state of the art, utilizing innovative architectural and engineering approaches. Amazon has many years of experience in designing, constructing, and operating large-scale data centers. This experience has been applied to the AWS platform and infrastructure. AWS data centers are housed in nondescript facilities. Physical access is strictly controlled both at the perimeter and at building ingress points by professional security staff utilizing video surveillance, intrusion detection systems, and other electronic means. Authorized staff must pass two-factor authentication a minimum of two times to access data center floors. All visitors and contractors are required to present identification and are signed in and continually escorted by authorized staff.

AWS only provides data center access and information to employees and contractors who have a legitimate business need for such privileges. When an employee no longer has a business need for these privileges, his or her access is immediately revoked, even if they continue to be an employee of Amazon or Amazon Web Services. All physical access to data centers by AWS employees is logged and audited routinely." – AWS Overview of Security Process, August 2016

v. Import/export security (safeguard data while in transit).

Atrium allows encrypted databases (on demand) using managed keys through AWS Key Management Service (KMS). On a database instance running with Amazon Aurora encryption, data stored at rest in the underlying storage is encrypted, as are the automated backups, snapshots, and replicas in the same cluster.

vi. Data transmitted by disk, tape, or over the internet through encryption.

Transactional endpoints communicate over public internet via HTTPS/TLS AES256 encryption with Atrium Transactional Application servers where Atrium can white list only the allowed devices/systems. No direct, public access is possible to Atrium Database servers (although read-only Atrium Views are provided for power users accessible via Atrium Data Tools through the Atrium Admin Portal). Atrium uses separate database servers for card production databases hosted by Atrium (e.g. Datacard ID Works, Valid ID) which is accessible from outside VPC either over VPN or through encrypted connection.

Virtual Private Networks (VPN's) are also typically used from the Atrium Cloud to the campus firewall for secure communications with informational systems that cannot communicate via an encrypted construct. Examples of such informational systems that do not support encrypted communications natively include door access control servers and some SIS and ERP systems.

Atrium Admins can access the application via the Atrium Web servers where Captcha and two-factor authentication (2FA) are supported depending on campus preference. Atrium supports multiple forms of Single Sign On (SSO) as well, including Central Authentication Service (CAS), Shibboleth, and ADFS.

vii. Customer data in any non-production environment (e.g. training or testing).

Customer data is NOT used in any non-production environment (training or testing) without express written permission, including the duration of such training and testing and the process to be used for destruction of such data.

	Adheres to a deployment process for software updates, security patches, and endpoint protection
	software signatures.





	 Atrium development platform is completely separated from the production environment which resides in its own VPC. 	
	 Once development is completed which is tracked through a ticketing system through the live cycle of the development work, it enters a QA phase. 	
	The QA phase is conducted by a team independent of the Engineering department.	
	 Once QA is completed, the new version of the software is placed on a staging environment inside the production VPC for further evaluation. 	
	 At this time clients can be provided access to the new software on request for preview and training purposes. 	
	 Production update is scheduled in consultations with each client individually. However, Atrium reserves the right to update the software without notice in case of an emergency or other relevant cases. 	
	 If a service outage window is needed for, Atrium usually works with the client to schedule such work during off-peak hours such as late night. 	
9.4.3.7.	Adheres to policies and procedures for handling a breach of data.	⊠ Yes □ No
	Atrium's breach notification protocols can be found within our SOC2 report which we can furnish upon request.	
9.4.3.8.	Provides monitoring procedures and tools used for monitoring the integrity and availability of the systems interacting with the proposed product, detecting security incidents, and ensuring timely remediation.	⊠ Yes □ No
	Atrium uses multiple measures to secure network traffic and system integrity:	
	Inline Intrusion Prevention System (IPS) using Juniper vSRX system for IPS (inline)	
	 Intrusion Detection System (IDS) using Alert Logic to post process network data on servers inside the VPC to look for more extensive intrusion signatures. 	
	Web Application Firewall (when applicable)	
	Restricting access by filtering source IP address (when applicable)	
	Setting up VPN tunnels (when applicable)	
	Forcing to route all web data outside of the VPC over HTTPS (when applicable)	
9.4.3.9.	Adheres to policies for limiting and/or controlling employee access to customer data.	
	Atrium adheres to the following:	
	1. Persons with access to the Atrium network must deploy anti-virus mechanisms on all their systems commonly affected by viruses.	
	2. Persons with access to the Atrium network must ensure that all their anti-virus mechanisms are current, actively running, and capable of generating audit logs.	
	3. Devices connecting to the Atrium network should be set to receive OS updates daily.	
	4. Devices connecting to the Atrium network should be verified to be only allowing essential services.	
	5. Devices connecting to the Atrium network should have all ports in Sharing turned off.	
	6. Connectivity of an employee's personal computer to the Atrium network is expressly prohibited.	
	7. Atrium will limit access to computing resources and cardholder information to only those individuals whose job requires such access.	
	8. Password Guidelines: a. passwords should be a minimum of 7 characters and use a combination of upper and lowercase letters, numbers and special characters.	
	a. Previously used passwords cannot be reused.	
	b. Passwords should be changed if there is any suspicion that a user account could be compromised.	





	c. Passwords should not be written down or generally accessible to a non-user.		
	d. Passwords should be changed every 90 days.		
	9. Users should destroy media containing sensitive data when it is no longer needed for business or legal reasons.		
	10. All client data, and personal identification information will be held in strict confidence and never shared with anyone without the express written consent of the client.		
	11. Atrium will not, directly or indirectly, disclose any data relating to any client to anyone outside of the company, except with that client's prior written consent or under judicial instructions.		
9.4.3.10.	Adheres to industry-standard data handling and security practices during hardware decommissioning.	⊠ Yes □ No	
	Hardware decommission is handled by Amazon Web Services (AWS): "When a storage device has reached the end of its useful life, AWS procedures include a decommissioning process that is designed to prevent customer data from being exposed to unauthorized individuals. AWS uses the techniques detailed in DoD 5220.22-M ("National Industrial Security Program Operating Manual ") or NIST 800-88 ("Guidelines for Media Sanitization") to destroy data as part of the decommissioning process. All decommissioned magnetic storage devices are degaussed and physically destroyed in accordance with industry-standard practices". – AWS Overview of Security Process, August 2016.		
9.4.4.	Are the following YSU-specific security requirements provided by your System?		
	i. Employs the use of Web Application Firewalls (WAFs) and Next-Generation Anti-Virus (NGAV)	⊠ Yes □ No	
Atrium uses Web Application Firewall for layer 7 security service provided by AWS, and Firewalls (Security Group), and NetworkACLs.			





Section 10. Implementation & Ongoing Support

10.1. Methodology & Personnel

10.1.1. *Describe your project management process or methodology.* Provide an implementation plan for this project, including a timeline for start and completion of the various services, as well as an overall time for completion.

Atrium has never missed a Go Live target date! Atrium's sole business is campus card management systems. We have a have an efficient, proven hot cutover implementation process based on a Phased or Waterfall methodology to break down the project into distinct milestones. The Atrium Hot Cutover Implementation Process allows Atrium to finalize requirement definition, train, configure and test in parallel to the client's current card system. Atrium tests everything at least twice, including all connections and data feeds, prior to Go Live.

We are extremely experienced in replacing legacy, proprietary campus card systems. University of Georgia is our most recent large-scale card system replacement project. They rated the project as one of the best and smoothest they have done! They have also offered to speak to new Atrium clients to share their learnings, etc.

YSU's Atrium Project Director is Jon Gear. He has over 20 years of experience in the higher education campus card industry. Jon was the former card admin at Ohio State University and North Texas University. Dale Simpson, is the former card admin for Oregon State University.

The Atrium Hot Cutover Implementation Process has 5 major milestones. Each milestone builds off of the previous one.

- 1. Contract
- 2. Plan
- 3. Implement
- 4. Go-Live
- 5. AtriumCare

Below is an example YSU Project Plan and timeline. Additional connections such as laundry, door access, online ordering, etc. will be added in a final plan.

Phase	Milestone	Start By	Complete By	Hours	Client Teams
CONTRACT	Review draft contract including statement of work	1-Sep-2018	4-Sep-2018	2	Card Program Director & Legal
CONTRACT	Contract executed	4-Sep-2018	14-Sep-2018	1	Legal
PLAN	Project Kick-Off Meeting	18-Sep-2018	18-Sep-2018	2	Card Program Director & Project Manager
PLAIN	Remote Atrium Administrative Training	20-Sep-2018	20-Sep-2018	4	Card Program Director
	POS CoordinationMeeting	25-Sep-2018	25-Sep-2018	2	POS System Admin, Food Service Director, Project Manager, Card Program Director
	Card Production Coordination Meeting	26-Sep-2018	26-Sep-2018	1	Card Office Manager, Project Manager, Card Program Director
	Student Information System & HR Coordination Meeting	27-Sep-2018	27-Sep-2018	2	SIS DBA, HR DBA, Project Manager, IT Director, Card Program Director
IMPLEMENT	StudentLink Coordination Meeting	2-Oct-2018	2-Oct-2018	1	Project Manager & Card Program Director
	Vending Coordination Meeting	2-Oct-2018	2-Oct-2018	0.5	Campus Vending Manager, Project Manager, Card Program Director
	Bookstore Coordination Meeting	2-Oct-2018	2-Oct-2018	0.5	Bookstore Manager, Project Manager, Card Program Director
	Detailed Functional Requirements Final Review and Sign Off	5-Oct-2018	5-Oct-2018	1	Project Manager & Card Program Director
	Order 3rd Party Hardware	8-Oct-2018	8-Oct-2018	1	Atrium
	Build and Launch Atrium Instance	8-Oct-2018	12-Oct-2018	1	Atrium
	Build and Test Site-to-Site VPN	15-Oct-2018	17-Oct-2018	4	Campus Network Admin
	Finish Configuration of Atrium	15-Oct-2018	26-Oct-2018	8	Card Program Director
TRAIN	Test Download of SIS & HR Data	29-Oct-2018	30-Oct-2018	2	SIS DBA, HR DBA, Card Program Director
	Trial Run Go-Live Data Migration	15-Oct-2018	1-Nov-2018	2	Card Program Director
	Stage Readers	15-Oct-2018	6-Nov-2018	4	Card Program Director
	Configure and Test POS System	15-Oct-2018	15-Nov-2018	40	Food Service System Admin
	Pre Go-Live Hardware Conversions	8-Dec-2018	10-Dec-2018	16	Misc
GO-LIVE	Go Live	11-Dec-2018	11-Dec-2018	4	Card Program Director
ATRIUMCARE	Handover to AtriumCare	1-Jan-2019	1-Jan-2019	0.5	Card Program Director

This will be refined and completed for YSU, if Atrium is fortunate enough to be selected for this project.





10.1.2.

Identify the key team members to be assigned to this project. Provide their biographies and list no fewer than three recent projects as references for each member. Include the role and a description for each member of your implementation and support teams.

The following personnel will be assigned to the project.

Jon Gear

Atrium Project Manager

Dale Simpson

Assistant Project Manager

Ben Kahoussi

AtriumCare Lead

Dan Dauchy

Atrium Engineering Lead

Dawn Roberts

Atrium StudentLink Implementation Specialist

DavidMcQuillin

Atrium Account Manager

Jon Gear will be directly responsible for the client account. Jon has worked for JSA/Atrium for 10 years. Below is a summary of his training and experience. Jon will be your single point of contact for the Implementation Phase and will continue to be part of the AtriumCare team.



Jon Gear Project Manager

Jon has amassed over twenty years of experience in the campus card industry since his beginning as a student administrator. From working in university offices administrating the student ID process to developing an RFP for a new card production system, he has overseen virtually every aspect of campus card systems for colleges and universities.

While serving as the Project Manager for Atrium, Jon has been the Sales Manager for JSA Technologies, the country's leading provider of online and mobile payment and account management solutions. He spent over ten years as the Director of the BuckID program at Ohio State University, was Assistant Director of the ID office at the University of North Texas, and was the Customer Service Representative for Harco

Industries, a leading provider of campus card technologies prior to their acquisition by AT&T.

Over his career, Jon has managed systems, overseen the issuance of thousands of cards during single-day student check-ins, written countless custom programs to automate daily tasks, and managed administrative budgets for large campus card programs. His work with JSA Technologies allowed campus merchants to reduce the amount of time spent in reconciliation and reimbursement by 90% and allowed campuses to save thousands of dollars by taking their cardholder accounting from paper to online.

Jon has frequently been asked to visit universities to provide training to administrators, install systems and hardware, and assist them in developing requests for proposals. He has served as our Product Visionary for Atrium at numerous conferences, is a key member of our User Advisory Board (where he has served as Conference Coordinator, Vice President and President), and is instrumental in managing the installation process of Atrium for our customers.

The following personnel will be servicing the client under the direction of Jon Gear.







Ben Kahoussi

Assistant Project Manager / Client Care

Ben joined JSA Technologies in 2000 and cut his teeth providing 24/7/365 support to such institutions as Harvard, Ohio State, George Washington, and Cornell. His role at Atrium is multi-faceted has included such responsibilities as customer support, server operations, development & testing, DBA, sales engineering, and contract negotiations.

His persistence in keeping StudentLink the most reliable and robust online card management solution was a catalyst in making JSA the clear leader in this field. In his latest role at JSA he chaired the Friendship Committee, comprised of 12 academic representatives and two JSA advisors, which served as the hotbed for the Atrium system.



Wendy Rabe

Client Care

As a seasoned administrator and innovator, Wendy can help Atrium customers get the most out of their systems.

For over twenty years, Wendy worked for the University of Wisconsin-La Crosse. While at the Administrative Computing Department she oversaw both reporting procedures and hardware installations and served as support for both. She later moved into a training role, educating university staff and administrators in software systems. As Manager of their Cartwright Computing Office, she oversaw the installation of a campus-wide network of computers, POS systems and file servers. This network facilitated functions as diverse as security,

campus ID, and the Campus Event Management System.

In 2005, the YWCA honored Wendy with their Technology Achievement Award for her work with talking tablets for persons with a visual impairment.

Since 2007, Wendy has served as a Client Service Manager for JSA Technologies, where she assists their customers in everything from training and installation to building guotes and contracts.







Dawn Roberts Client Care

Dawn has a wealth of practical experience in campus management systems and equipment and is uniquely suited for supporting our clients. She spent almost ten years as the System Administrator at the University of Wisconsin-Stevens Point, where in addition to maintaining off-campus vendor relationships, she managed systems as diverse as laundry, kitchen interface, and online deposits.

Since 2007, Dawn has been a Client Service Manager for JSA Technologies. She supports clients assisting them with StudentLink sites, interface changes and custom requests. She also monitors JSA's hosting and engineering departments.

10.1.3. Describe how scope creep and sliding deliverables are handled.

Atrium minimizes scope creep in the following ways:

- Detailed front end requirements definition. The 'devil is in the details' certainly applies to OneCard systems. This RFP response is the start of that requirements definition process. Following contract award, this RFP requirements data will be augmented by further drill down sessions with all key stakeholders as part of the Plan Phase.
- Regular, open two-way communications. We use Glip to maintain an open free flowing two-way dialog throughout the project. We have weekly status meetings. Better communications lead to flushing out requirements disconnects early in the project where they can be better addressed.
- Atrium's flexible software design. We've worked very hard to make Atrium powerful, extensible, flexible and yet simple to use. This is especially true in the area of data management. The benefit of this is that Atrium can easily adapt to requirements creep/change.
- Experienced staff. The staff assigned to the YSU project ALL have DEEP campus card admin experience. This helps mitigate miscommunications which can lead to scope creep.

Specify resources (skill level and time estimates) the Client is required to provide, including expectations and responsibilities.

Atrium estimates the University involvement at 100-person hours across the following positions.

- Card Program Director (50 Hours)
 - o Participate in all areas of the project and work alongside Atrium project manager
- Card Office Manager (2 Hours)
 - o Provide feedback regarding card production requirements
 - Work with Card Program Director on card production related duties during implementation
- Point-of-Sale System Administrator (8 Hours)
 - o Provide feedback regarding POS requirements
 - Configure registers to communicate with Atrium
- Campus Laundry Manager (4 Hours)
 - o Provide feedback regarding current laundry operations
 - Coordinate installation or reconfiguration of laundry readers





- Campus Vending Manager (2 Hours)
 - o Provide feedback regarding current vending operations
 - o Provide documentation of all vending machines
- Campus PaperCut/Print/Copy Administrator (4 Hours)
 - Provide feedback regarding current print/copy operations
 - o Coordinate reconfiguration of WEPA and installation any new copy readers
- Door Access control System Administrator (2 Hours)
 - Provide feedback regarding level of integration needed between Atrium and final door access control vendor(s)
 - Coordinate access to Atrium
 - Help test integration
- Oracle PeopleSoft Administrator (16 Hours)
 - o Build read only data view or process for building flat ascii files that contain PS information
 - Help test integration
- Campus Bookstore Manager (2 Hours)
 - Provide feedback regarding current bookstore functionality
 - o Provide documentation for bookstore registers
- Housing HMS Administrator (2 Hours)
 - Provide feedback regarding level of integration needed between Atrium and HMS
 - Coordinate access to Atrium
 - Help test integration
- Campus Network Administrator (8 Hours)
 - o Setup Site-to-Site VPN
 - o Help test

10.1.5.	Describe your proposed system's ability/inability to allow the import and export of legacy data by the Client	t's
10.1.5.	echnical staff.	

Atrium can quickly and easily train the University's technical staff to import the legacy data using Atrium Data Tools. This historical data can be sourced from a SQL database and/or flat files. Atrium initiates the training process during the Plan phase for this reason, as it allows University Staff to engage and assist with the implementation process from early on in the project which we find leads to more successful project outcomes.

10.1.6. Describe how your Systems migrates or manages the transfer of data from the legacy system to your System.

Atrium can quickly and easily train the University's technical staff to import the legacy data using Atrium Data Tools. This historical data can be sourced from a SQL database and/or flat files. Atrium initiates the training process during the Plan phase for this reason, as it allows University Staff to engage and assist with the implementation process from early on in the project which we find leads to more successful project outcomes.

10.1.7.1 Which of these statements describes your implementation methodology?

10.1.7.1. Requires a test environment of the proposed system.

Atrium can provide the University with a QA/UAT environment to support updates and transition, and to allow other development activities as the University sees fit. There is a small, recurring annual fee for this test system.





	Atrium conducts its own load and regression testing as part of all new updates and works with clients to jointly conduct both load and penetration testing. Additionally, Atrium thoroughly regression tests new releases on several test systems. Under certain scenarios where it makes sense to augment general testing with testing using an actual client's data set, we will seek that client's permission and set up such testing. Atrium will never use any client data for any testing without written permission.				
10.1.7.2.	Provides professional services to migrate student da	nta from the legacy system, to your proposed system.			
	Atrium can quickly and easily train the University's technical staff to import the legacy data using Atrium Data Tools. This historical data can be sourced from a SQL database and/or flat files. Atrium initiates the training process during the Plan phase for this reason, as it allows University Staff to engage and assist with the implementation process from early on in the project which we find leads to more successful project outcomes.				
	Confirm your ability to doliver the following VSI	U-specific requirements implementation timeline			
10.1.8.	and phases as described below.	5-specific requirements implementation timeline			
	una priases as described below.				
	Youngstown State University Project Timeline Youngstown State University and/or Kilcawley Center will be closed from Tuesday, December 24, 2019 through Wednesday, January 1, 2020.				
10 1 0 1	Time Period	Project Phase	⊠ vaa □ Na		
10.1.8.1.	Monday, December 16, 2019 through	Hardware delivery and installation of all hardware	⊠ Yes □ No		
	Friday, December 20, 2019	and software			
	Thursday, January 2, 2020 through Friday, January 10, 2020	Training & Soft Launch – YSU staff and Chartwells Dining Services staff			
	Monday, January 13, 2020	Rollout and going live with new system			
	······································	,			
With respect to Atrium One Card implementations, we have never missed a Go Live! Having a system developed in the Cloud just makes it easy. We don't struggle with having to retrofit any portions of Atrium to enter the Cloud arena. We've always been in the Cloud! We simply repoint a switch and upgrades are completed in minutes! And reversed just as quickly should any issues arise. Atrium Data Tools streamlines the process, allowing clients an easy, point-and-click capability of connecting other campus systems, migrating data, creating rules and schedules, etc. without the burden of writing painful, lengthy scripts or performing manual migrations. If you can use Apple or Google, you can use Atrium!					
10.1.8.2.	10.1.8.2. Perform migration of a minimum of twelve (12) months of historical student data (e.g., student name, ID, meal plan, account balance, and transactions history).				
Atrium Data Tagle anables the ability to import tucks (12) months of historical goodbalder transactional data. The stress time					
Atrium Data Tools enables the ability to import twelve (12) months of historical cardholder transactional data. These transactions can be mapped to locations and readers as desired.					
to mapped to locations and reduces as desired.					
10.1.8.3.	Perform migration of a minimum of twelve (12) months of historical student data (e.g., student name, ID, meal plan, account balance, and transactions history). Data migration must be done (60) days prior to the system GO LIVE as part of implementation and configuration activities.				
Atrium can pasily most this target					
Atrium can easily meet this target.					

10.2. Customer Support

10.2.1. Describe your approach to ongoing technical and functional training for all components of your System. Describe the general company ongoing maintenance and support policy. explain ongoing maintenance and support for the proposed





software and hardware options. Describe the training provided for all essential personnel on the use and administration of the proposed campus card system.

TRAINING:

Atrium provides training at no additional charge early in the Implementation process, so the Client can be actively involved in the configuration and testing processes. Additional training is provided before Go Live and as needed upon Client request.

Atrium is designed using Google and Apple usability standards. Atrium is the antithesis of proprietary, Windows client/server technology systems with on-premise servers that require extensive training. Rutgers University tells visitors they learned Atrium in a day without a manual.

Below is a typical training outline:

Atrium Definitions (30-60 Minutes)

Learn the specific terminology (tags, demographics, accounts, people, etc.) used within Atrium to help give Client Admins a solid foundation for configuring Atrium and working with it daily.

Atrium UI Overview (10 Minutes)

Gain a basic understanding of how to navigate within the Atrium user interface.

Dashboard (15 Minutes)

Dive into the Atrium dashboard. Learn all about the different informational widgets and how to interact with them.

System Configuration (30-60 Minutes)

Learn how to create, edit, and delete all configurations elements within Atrium. We will even begin configuring Atrium to your specific needs.

Data Tools (60 Minutes)

Learn how to use the most powerful aspect of Atrium. You will learn how to build imports and exports to suit your specific needs.

Reporting (30-60 Minutes)

Learn how to build the reports you want without having to learn any special scripting language or third-party software packages.

ONGOING MAINTENANCE & SUPPORT:

Atrium does not have multiple levels of support (e.g., Platinum, Gold, Silver, etc.). We have ONE level of support. It is called **AtriumCare** and it is included in the Atrium subscription pricing. Our philosophy is we designed and built Atrium and, if a client has issues, it is our responsibility to resolve them at our cost. And as a cloud-hosted system, Atrium is responsible for all maintenance and support.

The AtriumCare Team will be introduced at the start of the project. They will then be assigned as needed during the project and will continue to support YSU for the life of the contract. AtriumCare is a 24x7x365 support offering with 99.95% guaranteed availability. A team of campus card industry veterans familiar with CAS's staff and system configuration backs AtriumCare.

All Atrium software updates are included at no charge. AtriumCare is a single point of contact service for any/all issues with Atrium and any connected systems (e.g., POS, access, vending, etc.) providing the benefits of a single source provider without the higher prices and restrictions that typically accompany single source arrangements.





ONGOING HARDWARE & SOFTWARE MAINTENANCE AND SUPPORT:

Atrium is on a quarterly software release cycle. All software updates are included in Atrium's subscription fee. The client is always in control of when/if they have Atrium update them to a new release. This is possible, because each client has their own Atrium instance.

Prior to updates, release documentation is released to clients for review. This documentation is available several days before the update is performed. If the client has specific requirements for advance notice, Atrium can comply with those requests.

New releases are thoroughly tested on several test systems. Under certain scenarios where it makes sense to augment general testing with testing using an actual client's data set, we will seek that client's permission and set up such testing. Atrium will never use any client data for any testing without written permission.

Updates not requiring database enhancements generally take seconds to implement, while those requiring database enhancements range from 2 - 10 minutes. New releases are staged separately and in parallel with the current production version. In the rare event an issue is encountered in implementing a new release, we can revert almost instantaneously to the previous version.

Atrium conducts a rigorous QA process using non-development resources on each new release. All bugs are logged to the Atrium Case management system and resolved before we make the release available to clients. Upon request, clients can test prior a new release prior to its implementation.

10.2.2. Desci

Describe your Service Level Agreements (SLA) along with your and, if applicable, your partner's level of response. In your response, include the available levels of post-implementation support and a description of what each level contains.

Below is Atrium's Service Level Agreement:

Level	Criteria	Response Time
1	Entire system down	15 minutes
	One of more point of sale systems (e.g. bookstore, dining, etc.) are unable to process transactions due to Atrium being unavailable	Atrium's enterprise private cloud provider provides active monitoring and responds instantaneously to a downtime incident
2	System is not down, and transactions are processing normally	60 minutes
	Client has an urgent question or need	
3	System is not down, and transactions are processing normally Client has a general question	4 hours

When admins need help, they need it now and from people they know, trust and who understand their job and card program. They don't have time to queue in customer help lines that are time zones away.

Contrary to most software companies, Atrium does not believe in multiple levels of support (e.g., Platinum, Gold, Silver, etc.). We have ONE level of support. It is called AtriumCare and it is included in the Atrium subscription pricing. Our philosophy is we designed and built Atrium and, if a client has issues, it is our responsibility to resolve them at our cost. AtriumCare is a 24x7x365 support offering with 99.999% guaranteed availability. The AtriumCare team is well trained, familiar with the University's staff and systems and many members are former campus card administrators.

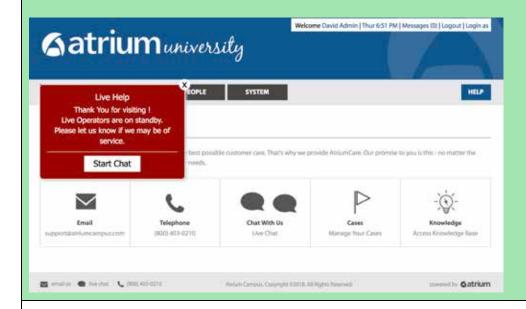




AtriumCare is a single point of contact service for any/all issues with Atrium and can serve as the 'first responder' for issues with any connected systems (e.g., POS, access, vending, etc.) providing the benefits of a single source provider without the higher prices and restrictions that typically accompany single source arrangements.

With AtriumCare, clients enjoy the benefit of:

- Dedicated Care Team The University is assigned an AtriumCare team. Members of this team are a part of the implementation process and at least two will be on site for the Go-live. This allows the AtriumCare team to get to know the University personnel personally and the unique aspects of their card program.
- **u** 24x7x365 Support − The AtriumCare team of campus card industry professionals are available 24x7x365.
- 99.999% *Uptime Guarantee* Enterprise private cloud with multiple layers of redundancy and active monitoring against a financial penalty.
- Fast, Fail Safe Software Updates Client pre-approved software updates completed in minutes with ability to instantaneously revert back to last working version in event of any issues.
- **u** Single Point of Contact In the event of issues with any connected system (e.g. POS, vending, etc.) Atrium will take lead in resolving the matter.
- Multiple Tools AtriumCare includes a variety of tools to facilitate communication and work process. In addition to email, phone, live chat, live screen sharing, online knowledgebase and case/ticket management are built into the Atrium Admin UI.



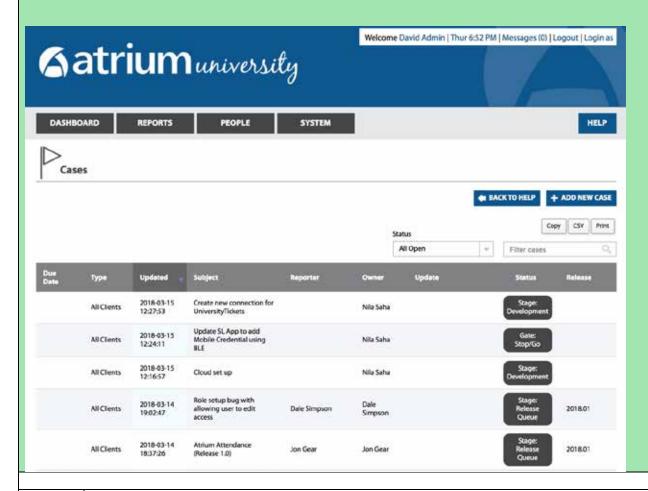
10.2.3. Describe the process for the logging and resolution of bugs and errors.

Atrium uses Zoho Cases (part of Zoho CRM) as our case management system. All Atrium tasks, enhancements, and issues are logged and available to the client via the Atrium Admin Portal Help section (see screen capture below). We have a standard process whereby bug fixes are immediately addressed and, depending on impact and severity, are either hot-patched to production or put in the next release queue.





All other issues are evaluated by the Product Manager and Engineering team for inclusion in future releases. Atrium operates on a quarterly release cycle.



10.2.4. Describe the resolution process for customer reported issues, including escalation processes and key personnel.

Please refer to Atrium SLAs in response 10.2.2.

We typically respond and close out Level 2 cases within 15 minutes. The average time to close out a Level 3 case is 3 - 5 hours, unless it is for a new feature request, which will require a new release cycle (3 months). It should be noted that since each client has their own Atrium instance, in special circumstances, Atrium can deploy new functionality or a bug fix outside of a normal release cycle, provided it is approved by the appropriate Atrium and client personnel.

Atrium has an internal escalation process. If the AtriumCare level 1 staff cannot resolve a case it is escalated to AtriumCare level 2 staff and then to Engineering as a level 3. We encourage YSU to speak with Atrium clients as to our responsiveness.

10.2.5. Define the availability of custom development services.

Overall, our strategy is to continuously enhance Atrium so clients do not have a need for custom development services. That being said, there will be use cases where custom development is required, and Atrium provides custom development services upon request.





The first step in this process is a discussion with the Atrium client care manager where the project goals and objectives are reviewed and agreed. A proposal is then provided with a timeline for completion. If the client wishes to proceed, a detailed statement of work (SOW) is written a sign-off by the client is required before the project execution commences. 10.2.6. Which of the following training and support capabilities are included with your System? 10.2.6.1. Provides adequate documentation and extensive online help/knowledge base. X Yes ٦No Atrium provides an online Knowledge Base through the Help section of the Atrium instance. 10.2.6.2. Includes licensing and support fees in the "Pricing Proposal" section of your proposal. ⊠ Yes □ No Licensing is included in the "Pricing Proposal" section of Atrium's proposal. We do not charge for support. Includes free vendor-developed software updates once a year or more as part of any ongoing 10.2.6.3. maintenance package. Atrium is on a quarterly software release cycle. All software updates are included in Atrium's subscription fee. The client is always in control of when/if they have Atrium update them to a new release. This is possible, because each client has their own Atrium instance. Prior to updates, release documentation is released to clients for review. This documentation is available several days before the update is performed. If the client has specific requirements for advance notice, Atrium can comply with those requests. New releases are thoroughly tested on several test systems. Under certain scenarios where it makes sense to augment general testing with testing using an actual client's data set, we will seek that client's permission and set up such testing. Atrium will never use any client data for any testing without written permission. Updates not requiring database enhancements generally take seconds to implement, while those requiring database enhancements range from 2 - 10 minutes. New releases are staged separately and in parallel with the current production version. In the rare event an issue is encountered in implementing a new release, we can revert almost instantaneously to the previous version. Atrium conducts a rigorous QA process using non-development resources on each new release. All bugs are logged to the Atrium Case management system and resolved before we make the release available to clients. Upon request, clients can test prior a new release prior to its implementation. Provides a response time of less than 24 hours from the time the problem was reported for on-site 10.2.6.4. service is necessary. The continuous functioning of the system should be considered a high support priority. Atrium does not see in this RFP any new hardware scope and none that could not remedied with overnight delivery of a defective reader. This question appears to be focused on access control and Atrium recommends a local service provider for such support. Delivers replacement devices within 24 hours of the reported failure. If no, indicate the turnaround 10.2.6.5. ⊠ Yes □ No time for replacement of malfunctioning devices in the green comment box immediately below. It is not clear what is meant by 'devices,' but Atrium agrees overall with this statement. Employs a "train the trainer" approach to the support of the System. If yes, identify the training required for the trainer and the recommended number of trainers for a campus environment in 10.2.6.6. the green comment box immediately below.





The Atrium user interface has been designed to Apple usability standards and is easily and quickly learned. Rutgers tells prospective clients they learned Atrium in less than a day without a manual. It is up to YSU to determine if they want Atrium to train all users or use a 'train the trainer' approach. In such a 'train the trainer' scenario, one to two trainers would be sufficient.	
Atrium initiates training early in the project as it speeds client engagement in the project and leads to better, faster projects. The Atrium Project Manager will work closely with the YSU Project Manager (or team) during implementation and, as a result, the trainees will become familiar with most, if not all, aspects of the Atrium system.	
During Go Live, the AtriumCare manager will be onsite as part of the implementation team where training will be completed and a formal process for ongoing support will be established. Based on client feedback, most Admins are able to learn the Atrium system in less than a day and they all have access to an online Knowledge Base through the Help section of their Atrium instance.	
365 days a year.	⊠ Yes □ No
AtriumCare is a 24x7x365 support offering with 99.95% guaranteed availability. A team of campus card industry veterans familiar with YSU's staff and system configuration backs AtriumCare.	
Provides access to the System's manuals and training documents on the web.	✓ Yes
Atrium provides an online Knowledge Base and Help section.	
Offers additional training or certification programs. Provide a complete list of the additional training options in the green comment box immediately below.	⊠ Yes □ No
Atrium is built to Apple and Google usability standards. No certification or advanced training is required. Atrium can provide a formal certificate of completion for persons taking this training if YSU requires such certifications for the performance of the functions.	
Provides accessibility of product support documentation for individuals with disabilities.	
Level Access is testing and evaluating our product for compliance. They use JAWS combined with Internet Explorer in their processes. Their testing team contains persons with varying disabilities so we can have an accurate picture of how our sites perform with assistive technologies. Although Atrium was originally designed with accessibility in mind, the ongoing services of Level Access will help our engineering team stay informed of the latest requirements in the area of accessibility.	
Provides post-implementation maintenance and support for all portions of your System.	∑ Yes ☐ No
As stated in response 10.2.2, AtriumCare is a single point of contact service for any/all issues with Atrium and can serve as the 'first responder' for issues with any connected systems (e.g., POS, access, vending, etc.) providing the benefits of a single source provider without the higher prices and restrictions that typically accompany single source arrangements.	
With AtriumCare, clients enjoy the benefit of	
team are a part of the implementation process and at least two will be on site for the Go-live. This allows the AtriumCare team to get to know the University personnel personally and the	
<i>24x7x365 Support</i> – The AtriumCare team of campus card industry professionals are available	
99.999% Uptime Guarantee – Enterprise private cloud with multiple layers of redundancy and	
	learned. Rutgers tells prospective clients they learned Atrium in less than a day without a manual. It is up to YSU to determine if they want Atrium to train all users or use a 'train the trainer' approach. In such a 'train the trainer' scenario, one to two trainers would be sufficient. Atrium initiates training early in the project as it speeds client engagement in the project and leads to better, faster projects. The Atrium Project Manager will work closely with the YSU Project Manager (or team) during implementation and, as a result, the trainees will become familiar with most, if not all, aspects of the Atrium system. During Go Live, the AtriumCare manager will be onsite as part of the implementation team where training will be completed and a formal process for ongoing support will be established. Based on client feedback, most Admins are able to learn the Atrium system in less than a day and they all have access to an online Knowledge Base through the Help section of their Atrium instance. Includes access to around the clock phone, fax, and remote troubleshooting (such as WebEx) support 365 days a year. AtriumCare is a 24x7x365 support offering with 99.95% guaranteed availability. A team of campus card industry veterans familiar with YSU's staff and system configuration backs AtriumCare. Provides access to the System's manuals and training documents on the web. Atrium provides an online Knowledge Base and Help section. Offers additional training or certification programs. Provide a complete list of the additional training options in the green comment box immediately below. Atrium is built to Apple and Google usability standards. No certification or advanced training is required. Atrium can provide a formal certificate of completion for persons taking this training if YSU requires such certifications for the performance of the functions. Provides accessibility of product support documentation for individuals with disabilities. Level Access is testing and evaluating our product for complainace. Th





	Fast, Fail Safe Software Updates - Client pre-approved software updates completed in minutes with ability to instantaneously revert back to last working version in event of any issues.	
	Single Point of Contact - In the event of issues with any connected system (e.g. POS, vending, etc.) Atrium will take lead in resolving the matter.	
	Multiple Tools - AtriumCare includes a variety of tools to facilitate communication and work process. In addition to email, phone, live chat, live screen sharing, online knowledgebase and case/ticket management are built into the Atrium Admin UI.	
10.2.6.12.	Includes upgrades as part of the annual maintenance agreement, including bug fixes and patched.	
	All Atrium software upgrades/updates, bug fixes, and patches are included at no charge. Atrium releases four major releases per year. Prior to updates, release documentation is released to customers for review.	
	Since each client has their own Atrium instance, it is always up to the client when/if to have Atrium update their system. Atrium also coordinates with each client as to when the update will be performed. Client pre-approved software updates completed in minutes with ability to instantaneously revert back to last working version in event of any issues.	
10.2.6.13.	Provides phone support 24/7/365 for Business Office Staff issues.	
1012101101	The AtriumCare team of campus card industry professionals is available 24x7x365.	
	The Authorite team of earnpas early professionals is available 2 18786661	
10.2.7.	Does your customer support include any of the following capabilities?	
1012111		
10.2.7.1.	Offers the ability to contact card system customer support 24/7/365 via live chat, telephone and email (phone support is imperative in case of system failure or other major emergency issues that may arise throughout the year).	⊠ Yes □ No
	AtriumCare includes a variety of tools to facilitate communication and work processes. In addition to email and telephone, we have live chat, live screen sharing, online documentation and knowledge base, and a care portal for managing tickets, invoices, etc. We also have a formal escalation process.	
10.2.7.2.	Offers the ability login to an online support portal for access to up-to-date card system documentation, knowledge base access, trouble ticketing, invoicing and card system enhancement request submission and tracking.	⊠ Yes □ No
	The Atrium Admin Portal provides access to up-to-date card system documentation, knowledge base access, trouble ticketing, and card system enhancement request submission and tracking. Invoicing is provided separately.	
10.2.7.3.	Provides documentation regarding the new system, including but not limited to user guides, system admin manuals, release notes, etc.	⊠ Yes □ No
	Atrium provides training early in the Implementation process, so the Client can be actively involved in the configuration and testing processes. Additional training is provided before Go Live and as needed upon Client request.	
	The Atrium user interface has been designed to Apple and Google usability standards and is easily and quickly learned. Atrium is the antithesis of proprietary, Windows client/server technology systems with on-premise servers that require extensive training. Based on client feedback, most Admins are able to learn the Atrium system in less than a day and they all have access to an online Knowledge Base through the Help section of their Atrium instance. Additional training is provided as needed upon Client request at no charge as part of AtriumCare.	





	Atrium is on a quarterly software release cycle. All software updates are included in Atrium's subscription fee. The client is always in control of when/if they have Atrium update them to a new release. This is possible, because each client has their own Atrium instance.	
	Prior to updates, release documentation is released to clients for review. This documentation is available several days before the update is performed. If the client has specific requirements for advance notice, Atrium can comply with those requests.	
10.2.7.4.	Provides a support staff with, minimally, 5 years of experience in campus card program administration.	
	All Atrium support staff have campus card program administration experience. Those who will be assigned to the YSU account have the following campus card program administration experience:	
	Jon Gear - Project Manager - manage overall project, ensure go live and success metrics are achieved - >25 years' campus card experience	
	Dale Simpson - Client Care Manager - implementation support and manage client care throughout contract term - >20 years' experience	
	Dawn Roberts – Client Care Support - clients' StudentLink sites, interface changes, and custom requests -> 10 years' experience	
	Wendy Rabe - Client Care Support - Atrium Online Account Management - > 15 years' experience	
40.00		
10.2.8.	Are following YSU-specific requirements provided by your System?	
	YSU has no specific requirements for the System.	
	130 has no specific requirements for the system.	

10.3. Local Hardware Support

	• •	
10.3.1.	Describe your System's local hardware support.	
N/A. Atriu	m is a cloud-hosted solution and requires no hardware on campus.	
10.3.2.	Does your local hardware support include any of the following capabilities?	
10.3.2.1.	Local hardware support with a specific response time and support is offered 24 hours a day, 7 days a week, 365 days a year with a client portal site and a knowledge base library of articles	⊠ Yes □ No
	This can be provided through local partners. Typically, clients take care of this themselves. Most hardware can be overnighted in case of failure or local spares can be held on site.	
10.3.2.2.	If available, proposer shall provide the individual or firms (office phone, email, cell) as well as a proposed minimum response time	⊠ Yes □ No
	See above.	
10.3.3.	Are following YSU-specific requirements provided by your System?	
YSU has no specific requirements for the System.		





10.4. User Group

10.4.1.	Please describe your System's user group/customer forum options.	
	set up a dedicated Glip chat channel for YSU at time of contract that will be used for live, continuous collabo nplemenation. Any partners involved in the project (e,g. POS, bookstore, etc.) are invited with YSU permi	
and after if	inplementation. Arry partitlers involved in the project (e,g. POS, bookstore, etc.) are invited with 450 permi	331011.
VSII will al	so be immediately added to the Atrium User's Group channel which is moderated by our clients. They are	always hanny to
	best practices and experience.	z always nappy to
Atrium hos	ts an Atrium User Group session at NACCU. University of Georgia is hosting an annual user-driven Atrium U	Jsers Conference
	of this year. This conference will also be attended by some of our key Atrium partners who will be bo	th presenting and
exhibiting.	YSU would be invited to this as well.	
10.4.2	Which of the entians are available to the User Croun?	
10.4.2.	Which of the options are available to the User Group?	
	Hosts annual user group conferences. Please describe the benefits of your annual conference to	
10.4.2.1.	your customers and how product enhancements come about in the green comment box	⊠ Yes □ No
	immediately below.	
	Atrium hosts an Atrium User Group session at NACCU.	
	University of Georgia is hosting an annual user-driven Atrium Users Conference in October of this year. This conference will also be attended by some of our key Atrium partners who will be better resenting.	
	This conference will also be attended by some of our key Atrium partners who will be both presenting and exhibiting.	
	Atrium is committed to continuous improvement and innovation. Atrium development is both client- and	
	industry-driven. Many of our enhacements are born from ideas brought to us by clients, to which we	
	then assessed common need. Iris biometric scanners, Raspberry Pi-powred readers, mobile credential,	
	and beacon/geofence attendance tracking are just some of our client-driven innovations.	
	VCII con count on Abrium to liston being foutbridges and deliver	
10.4.0.0	YSU can count on Atrium to listen, bring forth ideas, and deliver.	No. DNo.
10.4.2.2.	Catalogs online documentation.	✓ Yes
10 1 2 2	Click here to provide additional commentary, if necessary.	M Vac D Na
10.4.2.3.	Offers a user community list serve.	⊠ Yes □ No
10.4.0.4	Click here to provide additional commentary, if necessary.	✓ Vac □ Na
10.4.2.4.	Offers a user community forum. Atrium hosts an Atrium User Group session at conferences and have an Atrium Client group chat	⊠ Yes □ No
	forum sponsored by University of Georgia to allow Atrium clients to chat with each other.	
	· · · · · · · · · · · · · · · · · · ·	
10.4.3.	Are following YSU-specific requirements provided by your System?	
YSU has no specific requirements for the System.		
тэо наз по эресть тединеннениз тог иле эузгент.		





Section 11. Additional System Features & Other Offerings

11.1. Other System Offerings

11.1.1.

Describe any functions of the System your company offers that have not been addressed in our specifications. Include additional features as a part of your response, including other aspects, and functionality of the System that may not have been addressed in the requirements, but may be of interest for the Issuers to consider.

Atrium offers a number of products and service capabilities that provide a competitive advantages over our competitors, some of which have been justification for sole source. This is evidenced by our 93% win rate over the past 30 months. Examples include:

ATRIUM PRODUCTS AND SERVICE CAPABILITIES

- Native, Enterprise Cloud We were first to native cloud in 1998 and have more cloud experience than the legacy, proprietary campus card system providers. This reduces cost, reduces the client's admin burden (card office and IT) and provides superior agility to enable our clients to keep up with a rapidly changing technological environment.
- Open, Non-Proprietary Atrium is a non-proprietary, best-of-breed platform. This frees clients to select the best-of-breed card production, point-of-sale, door access systems, etc. that best meet their requirements for price, performance, support, and innovation. Legacy, proprietary campus card system providers lock clients into 'their' hardware platforms which are more expensive and less performant than best-of-breeds.
- 24/7/365 Personal Client Care Atrium does not have multiple levels of support (e.g., Platinum, Gold, Silver, etc.). We have ONE level of support AtriumCare and it is included in the Atrium subscription pricing. Our philosophy is we designed and built Atrium and, if a client has issues, it is our responsibility to resolve them at our cost. And as a cloud-hosted system, Atrium is responsible for all maintenance and support. All Atrium software updates are included at no charge. AtriumCare is a single point of contact service for any/all issues with Atrium and any connected systems (e.g., POS, access, vending, etc.).
- Meal Plan Portal a capability unique to Atrium and an optional StudentLink module that automates the meal plan selection-to-billing management process delivering benefits to students, employees, administrative staff, dining operations and the institution's bottom line.
- Open REST APIs Atrium offers open, well documented, REST APIs which allows clients to easily integrate Atrium into their own Apps and IT infrastructure. BYU Provo is a big user of these APIs.
- Data Management Atrium Data Tools provides 'point-and-click', scriptless, automated two-way connectivity with any file or database-based system with full audit trail. This reduces cost, improves agility and improves student services.
- Activities Tracking and Management Atrium Activities (optional) provides a comprehensive, scalable and easy to use activities tracking capability. Our next version will use Wi-Fi mesh networks and beacons to track attendance using mobile devices. NYU has standardized on Atrium for their global attendance and activities management platform, including classroom attendance tracking.

MOBILE PLATFORM

To meet/exceed these expectations, we believe it is essential for the One Card solution to be built on the same technology platform as mobile web leaders such as Facebook, Apple, Google, Snap Chat and Amazon. Atrium is built on an enterprise grade web platform and is 100% mobile today. Atrium was designed for the Mobile Generation allowing students to use their mobile devices today for all campus card activities.







We refer to our mobile vision and roadmap as 'Mobile First.' Mobile First means the ability for our clients to allow their students and employees to use their mobile devices as the 'first' choice.

Mobile Capabilities:

Atrium mobile capabilities are included in Atrium CORE. Native mobile apps are available at additional cost. Mobile Door Access, Mobile Food Ordering & Delivery, and Mobile Laundry are optional modules.

- Atrium supports multiple virtual, NFC and BLE (Bluetooth Low Energy) mobile credentials to provide maximum client flexibility, including HID Mobile Access. Atrium can provide more information on Mobile Student ID Credential under NDA.
- The key with mobile credential is to AVOID PROPRIETARY ENCRYPTION which will prevent colleges and universities from
 controlling its encryption keys which will lock schools in a very costly and restrictive ecosystem and constrain adoption of new
 technology.
- Mobile Virtual ID In addition to native NFC/BLE mobile credentials, Atrium StudentLink supports Mobile Virtual ID via a dynamically regenerating 1D or 2D barcode on a mobile-responsive portal or native mobile iOS/Android apps. This provides a secure, low cost mobile ID experience as many POS registers are already equipped with these low-cost scanners.
- Mobile Pay Cardholders can use the Atrium Virtual ID or smartphone wallet for payment.
- Mobile Account Management (StudentLink) Atrium provides a mobile responsive portal and mobile apps allow cardholders
 to access and manage their accounts, upload ID photos (subject to admin review/approval of course), view off campus
 merchants and latest transactions, report their card lost/stolen, select meal plans and more.
- Mobile Food Ordering & Delivery Atrium supports a growing number of services for on and off campus food ordering and delivery. These include Infor, NCR Aloha, Agilysys, DishOut, GrubHub, Tapingo and Apriva.
- Mobile Laundry Students can check the availability and status of laundry machines (ITC Laundry Master required).
- Mobile Reader/POS/Person Look-Up Atrium includes a powerful mobile reader based on smartphone, PC and Apple iPad/iPod devices. Atrium Web Reader is HTML5 app that provides typical activity reader capabilities PLUS a Person Lookup capability is useful for campus security and RAs to verify a person's identity AND a basic POS capability. In addition, Atrium supports best-of-breed mobile devices.
- Mobile Attendance Tracking Atrium provides attendance tracking through conventional readers and mobile devices, including the Atrium Web Reader.
- Mobile OneCard Administration Client Atrium Admins can administrate Atrium, POS, and door access control systems from their mobile devices.

Roadmap:

Atrium is focused over the next twelve months on the following new mobile capability:





Mobile Attendance Tracking Beacon/Geofencing - Ability for cardholders to use Atrium StudentLink for attendance tracking using beacon and geofencing technology, in addition to the reader-based approach we already support. ADDITIONAL CAPABILITIES: Online Photo Upload Atrium Raspberry Pi for Iris Scanners Multiple Timezones Multiple Currencies 11.1.2. Which of the following product interfaces are also available with the System? 11.1.2.1. Judicial conduct process management Yes No With Atrium's open transactional and informational APIs, Atrium can easily and is willing to connect to any non-proprietary system. We believe the more we are able to offer, the better served are our clients. Foodservice management Yes No 11.1.2.2. These systems are typically interfaced with the POS. With Atrium's open transactional and informational APIs, Atrium can easily and is willing to connect to any non-proprietary system. We believe the more we are able to offer, the better served are our clients. 11.1.2.3. Catering management (including web accessibility) Yes No See above. With Atrium's open transactional and informational APIs, Atrium can easily and is willing to connect to any non-proprietary system. We believe the more we are able to offer, the better served are our clients. 11.1.2.4. Nutritional accounting Yes No See above. With Atrium's open transactional and informational APIs, Atrium can easily and is willing to connect to any non-proprietary system. We believe the more we are able to offer, the better served are our clients. Campus broadcast notification system 11.1.2.5. Yes No With Atrium's open transactional and informational APIs, Atrium can easily and is willing to connect to any non-proprietary system. We believe the more we are able to offer, the better served are our clients. 11.1.2.6. **Tutor management** Yes No With Atrium's open transactional and informational APIs, Atrium can easily and is willing to connect to any non-proprietary system. We believe the more we are able to offer, the better served are our clients. Are following YSU-specific requirements provided by your System? 11.1.3. **YSU has no specific requirements for the System.** 11.2. Other Offerings Describe any other products or services your company offers outside of those addressed in our specifications. 11.2.1. Identify and describe any other products and services your company offers outside the scope of this RFP. Your response(s) may be completely unrelated to the Campus Card System.





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• Mobile Attendance Tracking Beacon/Geofencing - Ability for cardholders to use Atrium StudentLink for attendance tracking using beacon and geofencing technology, in addition to the reader-based approach we already support.

ADDITIONAL CAPABILITIES:

- · Online Photo Upload
- Atrium Raspberry Pi for Iris Scanners
- Multiple Timezones
- Multiple Currencies





Section 12. Partnering with Sourcing Alliance

12.1. Res	spondent Organizational Structure & Starting of Sourcing Alliance Relationship
12.1.1.	Primary Point of Contact for Sourcing Alliance. Who is the individual that will serve as Sourcing Alliance's primary point of contact for developing and implementing a go-to-market strategy to increase Program participation by local governments and educational institutions across the country? Include the individual's name, title, a description of their role, and a resume or biography.
David McQu	uillin
VP Sales, C	co-Founder and Partner Atrium Campus Card Systems
	st 25 years technology businesses under David's leadership have averaged over 20% CAGR growth rates from start-ups to companies.
TOP ACCO	MPLISHMENTS:





Tammy Johnson – CEO – client and roadmap oversite, planning, strategy - > 21 years' business and campus card experience

David McQuillin - Account Executive - contract and commercial matters, client relations, project oversight - >40 years' business experience

Jon Gear – Vice President Implementations, Product Manager, Co-Founder - manage overall project, ensure go live and success metrics are achieved - >25 years' campus card experience

Behnam Kahoussi - Vice President Client Care – client relations and support - > 20 years' campus card experience

Dale Simpson - Client Care Manager - implementation support and manage client care throughout contract term - >20 years' experience

Nila Saha - Engineering Manager - implementation support and client care back-up throughout contract term - >25 years' experience

Steve Gansel - Contract Administrator - contract administration and billing - > 20 years' experience

Wendy Rabe - Client Care Support - Atrium Online Account Management - > 15 years' experience

12.1.3. *Organizational Chart.* Provide an organizational chart describing the roles and reporting relationships of senior management and departments or divisions within your company.



12.1.4.

Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, segmentation by account size, inside sales, field sales, and how sales representatives are compensated (e.g., on gross revenue, profitability, or some other formula).

Our sales organization consists of the VP of Sales and supporting sales associates. All sales representatives work across all market segmentations and geographies. Sales which include third-party services involve coordination with the third-party vendors. The VP of sales is compensated through a combination of base salary and commission based on net sales. All other sales associates are compensated through base salaries.



12.2.1.



☐ Yes ⊠ No

12.1.5.	Driving Program Participation & Revenue. A piggybackable master agreement with Sourcing Alliance provides your company with an opportunity to win new and renew existing local government and educational institution business through an exemption to the traditional bid/RFP process. In other words, public sector entities that want to purchase your company's products and services can do so without having to conduct a bid or RFP. Describe your company's vision and strategy to leverage a piggybackable master agreement with Sourcing Alliance to win local government and educational institution business over the next five years.
subcontracte	ot enter into a Sourcing Alliance nationwide agreement as our total One Card pricing varies, based on client requirements and ed partner pricing. We partner with a high volume of suppliers for a wide variety of capabilities. Further, many of these partners integrators. Thusly, our RFP response and pricing are written only for Youngstown State University's consideration.
•	n to further discussions with Sourcing Alliance should they have suggestions or ideas on how to market a One Card solution we described.
10.1.6	Driving Program Participation & Payanus What goographics and vertical markets will be targeted and in what time frame?
12.1.6.	Driving Program Participation & Revenue. What geographies and vertical markets will be targeted and in what timeframe?
NI/A but wo	are open to further discussion.
IVA, but we	are open to further discussion.
12.1.7.	Driving Program Participation & Revenue. How will the piggybackable master agreement be rolled out with your public sector sales team?
N/A, but we	e are open to further discussion.
12.1.8.	Driving Program Participation & Revenue. How will your sales team be incentivized to leverage the Sourcing Alliance piggybackable master agreement?
N/A, but we	are open to further discussion.
12.1.9.	Driving Program Participation & Revenue. What are your revenue objectives in each of the five years of the piggybackable master agreement?
N/A, but we	are open to further discussion.
12.1.10.	Driving Program Participation & Revenue. What is your strategy for winning new business under the Sourcing Alliance exemption from traditional bid/RFP processes?
N/A, but we	are open to further discussion.
12.1.11.	Driving Program Participation & Revenue. What is your strategy for retaining existing business under the Sourcing Alliance exemption from traditional bid/RFP processes?
12.2 . Sou	rcing Alliance Administrative Fee & Reporting
	Administrative Fee. Sourcing Alliance generates revenue as a percentage of the Winning Supplier's

revenue from local government and educational institutions purchasing products and services from

Winning Supplier through the piggybackable master agreement between the Winning Supplier and Sourcing Alliance. The Administrative Fee is designed to align the interests of the Winning Supplier and





	Sourcing Alliance – Sourcing Alliance only generates revenue when the Winning Supplier generates revenue based on Program utilization by current and future Sourcing Alliance Members. The Administrative Fee for this Program is three percent (3%) of the Winning Supplier's Program revenue, payable upon invoice issued by the Winning Supplier to participating Sourcing Alliance Members. Confirm that, if selected as the Winning Supplier of this RFP process, Respondent agrees to this Administrative Fee structure.	
	N/A, but we are open to further discussion.	
12.2.2.	Shared Marketing Costs. Sourcing Alliance will work closely with the Winning Supplier to design Program marketing campaigns to current and potential Members across the country. These campaigns may include the development, production, and distribution of marketing collateral, acquiring prospect contact information, attending trade shows, and other typical marketing expenses. All out-of-pocket marketing expenses will be identified as part of the design of each marketing campaign, and each marketing campaign must be approved by both the Winning Supplier and Sourcing Alliance prior to implementation. The out-of-pocket costs for each marketing campaign are split equally between the Winning Supplier and Sourcing Alliance and paid to the party incurring the out-of-pocket expenses upon invoice. Confirm that, if selected as the Winning Supplier of this RFP process, Respondent agrees to share equally in the cost of any agreed upon out-of-pocket expenses as described herein	☐ Yes ⊠ No
	N/A, but we are open to further discussion.	
		1
12.2.3.	Sales & Administrative Fee Reporting. Sourcing Alliance requires reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15 th of the month, and reports detailing the prior calendar year's sales invoiced and Administrative Fees earned within thirty (30) days following the end of the calendar year. Confirm that your company will meet or exceed this reporting schedule. If your company cannot meet this schedule, explain why and propose an alternative time schedule for providing these reports to Sourcing Alliance.	☐ Yes ⊠ No
	N/A, but we are open to further discussion.	
12.2.4.	Sales Pipeline Reporting. Describe the types of reports and information that are available to track ongoing prospect and sales pipeline activity by your company's sales team in support of joint marketing and sales campaigns implemented by your company and Sourcing Alliance. What types of information and reporting can be accessed by Sourcing Alliance in real time? What types of information and reporting can be provided to Sourcing Alliance electronically on a monthly basis at minimum? Provide samples of prospecting and sales pipeline reports available to Sourcing Alliance.	☐ Yes ⊠ No
	N/A, but we are open to further discussion.	



Atrium Software as a Service (SaaS) Agreement

for

<Atrium Client>



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This Software as a Service Agreement ("Agreement"), dated effective this ____ day of , 2019 (the "Effective Date"), is made and entered into by and between JSA Technology Card Systems, L.P., a Delaware limited partnership having its principal offices at 3126 W. Cary St. #727, Richmond, VA 23221 (hereafter, "Atrium"), and <Atrium Client> located at 8000 Utopia Pkwy, Jamaica, NY 11439 (hereafter, "Client").

WHEREAS, Atrium is engaged in the business of providing campus card management systems for higher education and corporations;

WHEREAS, Client wishes Atrium to provide a campus card management solution and to implement its Atrium system to provide Client with a campus card management system for use by all appropriate persons designated by Client to process account transactions, generate usage reports, permit multiple update methodologies to people within Atrium and provide the other services described herein:

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1 Definitions

- 1.1 "Agreement" shall have the meaning set out in the preamble of this Agreement.
- 1.2 "Atrium" shall have the meaning set out in the preamble of this Agreement.
- 1.3 "Effective Date" shall have the meaning set out in the preamble of this Agreement.
 - "Client" shall have the meaning set out in the preamble of this Agreement. 1.4
- 1.5 "Client Technology" means all software, products, materials, technology, and specifications, including all business methods and processes embodied in any of the foregoing, to be used by Client in connection with the System or Services. Client Technology shall include any copyrights, trademark or trade dress that Client may provide to Atrium in connection with its provision of the Services.
- "Data" shall mean any and all data and information provided, generated, 1.6 transferred or made available to Atrium by Users, Client or anyone acting on the behalf of either of them, whether printed, electronic or in another format or media.
- "System Specifications" means the specifications and functions of the System as described in Exhibit A to this Agreement, which shall be updated by Atrium by notice to Client from time to time as the System specifications and functions change.
- "Software as a Service (SaaS) or System" means Atrium's computer software programs, technology, products and specifications and all related programs, materials, documentation and information (including all corrections, modifications and improvements of any of the foregoing created or provided by Atrium), as are necessary to render to Users the Services in accordance with the System Specifications.

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- 1.9 "Services" means the services set forth on <u>Exhibit A</u> attached hereto, which services shall be performed and rendered by Atrium subject to the terms and conditions of this Agreement. Atrium will host, manage and support the System in its own off-site facilities and make them available via the Internet.
- 1.10 "Users" means Client's students, personnel and other persons permitted by Client to use the System for processing transactions, testing, analysis, report generation, and other purposes as supported by the System.
 - 1.11 "Live Date" means the date Atrium starts processing live transactions for the Client.
 - 1.12 "Anniversary Date" means each twelve-month anniversary of the Effective Date.
- 1.13 "Third Party Content" means the hardware, services, computer software programs, technology, products and specifications and all related programs, materials, documentation and information, set forth on Exhibit A attached hereto that Atrium may acquire and pass through to the Client as part of this Agreement.
- 1.14 "Support and Maintenance Services or AtriumCare". The support and maintenance services required for the Client to achieve and maintain optimal performance of the System, including as further described in Exhibit C.

Section 2 Services Performed by Atrium

- 2.1 Generally. The Services to be provided hereunder include all management, offsite hardware, software, data maintenance and User support as are necessary for the operation of all Atrium System in such manner as is necessary to permit Users to utilize the System in accordance with the System Specifications.
- License. Subject to the terms of this Agreement and to the extent Services involve use of or modifications to Client Technology, Client hereby grants to Atrium (and its contractors or subcontractors, if any) a royalty-free, non-exclusive, non-transferable, non-sub licensable worldwide license to use, make, have made, copy, practice, modify and prepare derivative works of the Client Technology, in all cases solely for the purpose of Atrium (and its contractors or subcontractors, if any) performing the Services under this Agreement. Such license shall continue in effect only for so long as is necessary to permit Atrium to perform the Services under this Agreement and in any event shall continue in effect for no longer than this Agreement is in effect. Client is responsible for obtaining any consents and licenses of third parties required for Atrium to use any Client Technology in connection with Atrium's performance of the Services hereunder. Client represents that to the extent Client provides to Atrium any third party hardware, software or other materials, it has obtained all necessary licenses, approvals and consents and has the right to provide the same to Atrium for the purpose set forth in this Agreement.
- 2.3 <u>Maintenance</u>. During the term of this Agreement, Atrium shall provide maintenance on the System as reasonably necessary, including, but not limited to, maintenance of the servers upon which the System are resident, and defect or error identification and correction in the System utilized by the Users. All upgrades, updates, bug fixes or other releases of System containing the correction to a defect or error, as applicable, shall be installed and maintained by Atrium. Atrium will provide all such maintenance Services on, and upgrades, updates, bug fixes



and other releases of, the System at no additional charge to Client as long as Client has paid the applicable Annual Payment.

- 2.4 <u>Implementation</u>. Atrium agrees to implement the System in accordance with the Implementation Schedule set forth as <u>Exhibit A</u> to this Agreement. Client Agrees to be responsible for all other User training needs. Atrium shall provide additional training to personnel designated by Client as the parties may mutually agree.
- 2.5 <u>Service Level Agreement</u>. Atrium and the System shall comply for the duration of this Agreement with the Service Level Agreement set forth in <u>Exhibit D</u>.
- 2.6 <u>Protection from Disruption.</u> Atrium warrants that it has taken, and will continue to take, all reasonable and industry-standard steps and precautions (which shall include, without limitation, the use of commercially reasonable anti-virus protections and security procedures to prevent unauthorized access to the System or the Data) to cause the System and Services to be protected from viruses (or similar problems) and unauthorized access.
- 2.7 <u>Warranty</u>. Atrium hereby represents and warrants that the System and Services materially operate in accordance with the System Specifications during the term of this Agreement. Atrium further represents and warrants that, to Atrium's knowledge, the System and Services operate in a manner that is materially compliant with the requirements of applicable laws, including, without limitation, the Family Educational Rights and Privacy Act and the Gramm-Billey-Leach Act of 1999. During the Term, Atrium will update, reconfigure or otherwise modify the System to remain materially compliant with future applicable laws to the extent Atrium becomes aware of such new requirements, but the cost of such modifications may be reflected in the Annual Payment paid by the Client. THE WARRANTIES AND REPRESENTATIONS MADE IN THIS SECTION 2 ARE THE ONLY ONES APPLICABLE TO THE PRODUCTS AND SERVICES AND ATRIUM HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS INCLUDING THOSE OF OWNERSHIP, ERROR-FREE PERFORMANCE, ACCESSIBILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS WELL AS THOSE RELATED TO ANY THIRD PARTY CONTENT IN THIS AGREEMENT.

Section 3 Payments

The Client shall make payments during the term of this Agreement as defined in <u>Exhibit B</u>. These payments include one-time and annual recurring amounts. The recurring payments shall be paid upon each twelve-month anniversary of the Effective Date (the "Anniversary Date") during the term of the Agreement as defined in Section 7, below.

Section 4 Title and Ownership

4.1 <u>Ownership of System.</u> As between the parties, Client recognizes and agrees that the System (which includes all portions, reproductions, corrections, modifications and improvements thereof) to be developed, provided and made available from time to time by Atrium to Client and/or the Users hereunder is: (i) considered by Atrium to be Atrium's trade secrets and (ii) the exclusive and proprietary property of Atrium. Title and full ownership rights in the System, and all related patent rights, copyrights, trade secrets, trademarks, service marks, related



goodwill and confidential and proprietary information are reserved to and shall remain with Atrium. Client agrees not to remove or destroy any intellectual property or confidential legends or marking placed upon or contained within the System.

- 4.2 <u>Ownership of Data</u>. As between the parties, Atrium recognizes and agrees that the Data is and shall at all times remain proprietary to Client (for itself and on behalf of its designated Users) and Client shall retain all right, title and interest in and to the Data. Atrium shall acquire no right, title or interest in or to the Data. Atrium further agrees that it shall protect the Data and keep such Data confidential as required by law.
- 4.3 <u>Ownership of Client Technology</u>. Subject to the license grant in Section 2.2, Client shall retain whatever ownership rights it may have in its Client Technology.
- 4.4 Ownership of Third Party Content. With respect to all Third Party Content purchased by Atrium for the Client as part of this Agreement as set forth on Exhibit A attached hereto, Atrium will pass through or assign to the Client the rights Atrium obtains from the vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights may be reasonably obtained from the corresponding third party and after full payment has been made by the Client for the Third Party Content. Atrium will have no further responsibility to the Client beyond this pass through.

Section 5 Indemnification

- Infringement Indemnification. (a) Atrium agrees to defend, indemnify and hold 5.1 Client, its directors, officers, employees, agents, legal representatives, successors, agents and assigns, harmless from and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees) and expenses arising out of or relating to infringement by the System (whether alleged or proven) of any patent, copyright, trademark, or other intellectual property right of a third party, including, but not limited to misappropriation of a trade secret, provided that Atrium is given timely notice of any such claim of infringement and the right to control and direct the investigation, preparation, defense and settlement of each such claim, and further provided that Client fully cooperates with Atrium in connection with the foregoing and provides Atrium with all information in Client's possession related to such claim and further assistance as reasonably requested by Atrium. Atrium shall reasonably reimburse Client for any requested assistance provided by Client. In addition and at Client's own expense, Client may elect to hire its own counsel to participate in the defense. Atrium will have no obligation to indemnify Client to the extent any such claim of infringement is based on use of System with Client Technology. Should the System as delivered, installed and/or maintained by Atrium become, or in Atrium's opinion be likely to become, the subject of any such claim of infringement, Atrium may at its option procure for Client the right to continue to use the System as contemplated, or replace or modify the System to make their use non-infringing (provided that the System, as replaced or modified, continues to provide the same or better functionality than the System).
- (b) Client agrees to defend, indemnify and hold Atrium, its directors, officers, employees, agents, legal representatives, successors, agents and assigns, harmless from and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees) and expenses arising out of or relating to the Data or to infringement by the Client Technology (whether alleged or proven) of any patent, copyright, trademark, or other intellectual property right of a third party, including, but not limited to misappropriation of a trade secret, provided that Client is given timely notice of any such claim of infringement and the right to control and direct the investigation, preparation, defense and settlement of each such claim,

Confidential, Atrium 2019 6



and further provided that Atrium fully cooperates with Client in connection with the foregoing and provides Client with all information in Atrium's possession related to such claim and further assistance as reasonably requested by Client. Client shall reasonably reimburse Atrium for any requested assistance provided by Atrium. In addition and at Atrium's own expense, Atrium may elect to hire its own counsel to participate in the defense. Should the Client Technology as delivered, installed and/or maintained by Client become, or in Client's opinion be likely to become, the subject of any such claim of infringement, Client may at its option procure for Atrium the right to continue to use the Client Technology as contemplated, or replace or modify the Client Technology to make its use non-infringing (provided that the Client Technology).

Section 6 Confidentiality & Non-Solicitation

- 6.1 <u>Confidentiality of Data</u>. Atrium covenants and agrees: (a) that it will keep and maintain all Data in strict confidence, using such degree of care as is appropriate to avoid unauthorized use or disclosure; (b) that it will not, directly or indirectly, disclose any Data relating to any User to anyone outside of its organization, except with that User's prior written consent; (c) that it will not make use of any Data for its own purposes or the benefit of anyone or any other entity; (d) that on termination of this Agreement Atrium will remove all confidential data from the Atrium servers; and (e) that Atrium will take no action with respect to the Data that is inconsistent with its confidential and proprietary nature.
- 6.2 <u>Confidential Information Other Than Data</u>. Except as specifically provided in Section 6.1 as to the confidentiality of the Data, with respect to other information that the parties may share each party acknowledges that it may be provided with information about, or, as the result of this Agreement will be in close contact with, confidential and proprietary information of the other party. In addition, Atrium or Client may also be provided with or be exposed to confidential information of third parties with which Client or Atrium, as the case may be, conducts business. To be deemed "Confidential Information" for purposes of this agreement, any such information must be appropriately marked as confidential and proprietary at the time of disclosure or should be reasonably understood by the receiving party under the circumstances. In the event any such information is orally or visually disclosed, to be deemed "Confidential Information" it must be identified as confidential and proprietary at the time of disclosure and confirmed by the disclosing party in writing within ten (10) working days as being confidential.

In recognition of the foregoing, each party agrees: (a) that it will use reasonable efforts to keep and maintain all Confidential Information in confidence; (b) that it will not authorize disclosure of any Confidential Information to anyone outside of the party's organization, except with the disclosing party's prior written consent; and (c) that (i) upon termination of this Agreement, or (ii) at any time as the disclosing party may so request, the receiving party will return or destroy the Confidential Information as directed by the disclosing party. The receiving party shall be deemed to have discharged its obligations hereunder provided it has exercised the foregoing degree of care and provided further that it shall immediately, upon discovery of any disclosure not authorized hereunder, notify the disclosing party and take reasonable steps to prevent any further disclosure or unauthorized use.

It is agreed by Atrium and Client that the above obligations of confidentiality shall not attach to information which: (a) is publicly available prior to the date of the Agreement or becomes publicly available thereafter through no wrongful act of the receiving party; (b) was known by the receiving party prior to the date of disclosure or becomes known to the receiving party thereafter from a third party having an apparent bona fide right to disclose the information;



- (c) is disclosed without restriction on further disclosure; (d) is independently developed by the receiving party; (e) the receiving party is obligated to produce pursuant to an order of a court of competent jurisdiction or a valid administrative or subpoena, provided that the receiving party promptly notifies the disclosing party and cooperates reasonably with the disclosing party's efforts to contest or limit the scope of such order.
- 6.3 <u>Injunctive Relief.</u> Notwithstanding anything to the contrary herein, the parties hereby agree that the other shall be entitled to seek, without provision of a bond, injunctive relief from any court of competent jurisdiction with regard to any alleged violation of the provisions of Section 6.1 or any other alleged violation of this Agreement that could result in irreparable harm.

Section 7 Term and Termination

This Agreement shall commence on the Effective Date and shall continue for an initial period ending five years from the Effective Date (the "Term") unless terminated by either party in accordance with the terms and conditions set forth herein. Upon the five-year anniversary of the Effective Date (the "Renewal Date"), the Term shall automatically renew for an additional 120-day period (the "Additional Term") unless either party notifies the other 90 days in advance of its intention not to renew. During the Additional Term either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party and Client shall pay Atrium a pro-rated Annual Payment as set forth in Exhibit B on the last day of each month during the Additional Term. At the end of the Additional Term this Agreement will terminate unless the parties have agreed to mutual terms for an extension.

During, or before, the Additional Term the Client shall have the option to renew this Agreement for an additional five-year term at the Annual Fee rate plus:

- (a) an adjustment for the Consumer Price Index (CPI), not to exceed a total of 10% of the initial Annual Fee for Atrium Software and Services content as defined in Exhibit A: Atrium Scope Software, Services and Third-Party Content. The fee adjustment will be made in accordance with the percentage change between the U.S. Bureau of Labor Statistics CPI issued for the Effective Date of this contract and the Renewal Date, using the CPI Inflation Calculator provided by the U.S. Bureau of Labor Statistics.
- (b) an adjustment for student enrollment, if the Client's number of undergraduate and graduate students (the "Total Students") has increased by more than 10% at the Renewal Date from the number of Total Students on the Effective Date, the Atrium Annual Fee for Atrium Software and Services content as defined in Exhibit A: Atrium Scope Software, Services and Third-Party Content payable by Client to Atrium pursuant to this Agreement shall increase by the same percentage as the corresponding increase in Client's Total Students upon the Renewal Date. Client and Atrium hereby agree that, for purposes of this Agreement, the number of Client's Total Students shall be calculated based on information made available on College Board (www.collegeboard.org).
- (c) an adjustment for any, mutually agreed changes in Scope above and beyond what is defined in Exhibit A.
- (d) an adjustment for any Third-Party content as defined in Exhibit A: Atrium Scope Software, Services and Third-Party Content (e.g. point of sale, card production, kiosks, etc.). This adjustment, unless otherwise specified in this Agreement, will be mutually agreed with the Client.



Example 1 (no third-party content): If the initial Annual fee was \$10,000 and the CPI Index rose from 226.655 to 242.839 (7.1%), and Total Students increased less than 10% from the Effective Date to the Renewal Date, then the Annual fee for Years 6 through 10 would be \$10,710. However, if the CPI Index for that same time rose from 226.655 to 260.00 (14.7%), the Annual Fee for Years 6 through 10 would be \$11,000.

Example 2 (no third-party content): If the initial Annual fee was \$10,000 and the CPI Index rose from 226.655 to 242.839 (7.1%), and Total Students increased 12% from the Effective Date to the Renewal Date, then the Annual fee for Years 6 through 10 would be \$11,995 (\$10,710 + (1.12 x \$10,710)). However, if the CPI Index for that same time rose from 226.655 to 260.00 (14.7%), the Annual Fee for Years 6 through 10 would be \$12,320 ($11,000 + (1.12 \times 11,000)$). If, in addition, the Client elected to increase the Agreement scope by \$5,000/year, then the total Annual Fee for Years 6 through 10 would be \$17,320 (12,320 + 5,000).

Either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party if such other party materially breaches any material term hereof and fails to cure such breach to the reasonable satisfaction of the non-breaching party within thirty (30) days of receiving written notice thereof. Except under the circumstances stated below, any termination by Client shall not affect Client's liability for Services performed and fees through the effective date of termination, prorated on a daily basis as appropriate.

At Atrium's regular and customary charges for the provision of such services (which Atrium may require in advance), Atrium agrees to provide upon the request of Client all reasonable technical and other support necessary or useful to assist in Client's transition to a successor provider, if any, of replacement products and or services upon termination of this Agreement for any reason whatsoever.

Section 8 Liability Limitation

The parties agree that, neither party will be liable to the other for any consequential, incidental, speculative, exemplary or punitive damages from any cause of action arising from this the relationship created by this agreement, whether or not the party has been specifically notified of the likelihood of such damages arising, and whether any cause of action arises in contract, tort, equity or any other theory of liability. Except in regard to the indemnity provisions contained in this Agreement, the total damages owed by Atrium in any case shall be strictly limited to the amounts paid Atrium under this Agreement.

Section 9 General

9.1 Notices.

Any notices to be given hereunder shall be made by certified U.S. Mail, return receipt requested, or by nationally recognized overnight courier, and delivered to the following address:

If to Atrium:

JSA Technology Card Systems, L.P.



c/o JSA Technology Card Systems, Inc., its General Partner 3126 W. Cary St. #727 Richmond, VA 23221

If to Client: <CLIENT CONTACT>

- 9.2 <u>Governing Law</u>. All questions concerning the validity or meaning of this Agreement or relating to the rights and obligations of the parties with respect to performance under this Agreement shall be construed and resolved under the laws of the State of New York. The parties further agree on behalf of themselves and any person claiming by or through them that the sole jurisdiction and venue for any litigation arising from or relating to this Agreement shall be the federal or state courts located in the State of New York.
- 9.3 <u>Survival</u>. Sections 4, 5, and 6 under this Agreement shall survive the termination hereof.
- 9.4 <u>Successors; Assignment and Delegation</u>. No party shall assign or delegate this Agreement or any rights, duties or obligations hereunder to any other person and/or entity without the prior express written approval of the other party; provided, that either party may assign this Agreement or its rights and obligations under this Agreement in connection with a merger, acquisition, reorganization, initial public offering or other similar transfer of control. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives and assignees of the parties hereto. Notwithstanding the foregoing, Client may assign this Agreement to a subsidiary or any entity owned or controlled by Client upon notice to Atrium.
- 9.5 <u>Atrium Promotional Materials</u>. Atrium may reasonably and accurately refer to Client as a customer of Atrium for promotional purposes and periodically refer prospective customers to Client as a reference.
- 9.6 <u>Complete Agreement</u>. This Agreement, including the Exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations and discussions of the parties.
- 9.7 <u>Non-Waiver.</u> The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.
- 9.8 <u>Severability.</u> If any provision of this Agreement is finally adjudicated illegal, invalid, in excess of the authority of either Atrium or Client, or otherwise unenforceable, then such provision shall be severed, and the remainder of this Agreement shall remain in force as if such adjudicated provision were never included in this Agreement.

Section 10 Infor Point of Sale System

10.1 Atrium has entered into a Terms of Use Agreement with Infor POS ("Infor POS") pursuant to which Infor has granted Atrium certain subscription services with respect to Infor's [mobile reporting and payment gateway] software, which Atrium and Client agree will be utilized by Atrium in connection with the provision of the Services to Client under this



Agreement. Notwithstanding any other fees payable by Client to Atrium under this Agreement, Client agrees to make payments to Atrium as set forth in Exhibit B for Atrium's use of the Infor subscription services in connection with the Services to be provided to Client by Atrium. Such amount[s] will be remitted to Infor by Atrium pursuant to the provisions of the Terms of Use Agreement by and between Atrium and Infor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

JSA TECHNOLOGY CARD SYSTEMS, L.P.	CLIENT
By:	Ву:
Name: Tamara Johnson	Name:
Title: CFO of the G.P., the General Partne of the L.P.	r Title:
Signature Date:	Signature Date:



Exhibit A Statement of Work

See Attachment.



Exhibit B Payment Schedule

See Attachment.

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Costs Not Included in This Agreement:

Additional Modules and Connections – Atrium modules, including Connections, not included in <u>Exhibit A</u> may be added to this Agreement at additional cost upon agreement.

Connected Systems – Client is responsible for procuring any connected systems which will be connected to Atrium outside of those that Atrium is contractually committed to providing as defined in Exhibit A.

Optional Services - Unless specifically stated otherwise, travel and living expenses for on-campus visits and freight for Atrium Provided Third Party Content specified in <u>Exhibit A</u> are not included in this Agreement and will be billed at actual to the Client.

Atrium Provided Third Party Content - Only those costs for Atrium Provided Third Party Content specified in Exhibit A are included in this Agreement. The Client is responsible for the ongoing maintenance of the hardware, including replacement hardware, warranty claims, shipping costs, insurance costs, etc.

Dedicated Atrium Cloud Infrastructure - Atrium is based on a cloud-computing model. According to the National Institute of Standards and Technology (NIST), cloud computing is defined as "a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction." While the Client will have their own Atrium software instance, unless specifically noted in Exhibit A, cloud infrastructure such as switches, load balancers, firewalls and servers are shared in a redundant configuration.

Point of Sale EMV Merchant Readers - EMV (Eurocard MasterCard Visa) merchant readers to accept the new smart chip credit/debit cards are not included. The cost to activate such devices on the included POS registers is included. The merchant readers must be purchased through the Client's payment processor, if such EMV devices are desired.

Point of Sale Merchant Processing Fees - Payment processor fees for processing credit/debit cards is not included. A payment gateway to route transactions to the payment processor(s) is included.



Exhibit C Support and Maintenance Services

Туре	Description
On-Demand Personal Support	24/7/365 client support via email, live chat, telephone and screen sharing by an experienced professional familiar with the Client's personnel and system configuration.
Software Updates	Regular software updates with regression testing on Atrium's test system(s). Atrium is based on a highly modular software architecture. Only updated files are changed on Client's system.
	Push notification, opt-in model. Updates are scheduled in collaboration with the Client.
	Updates generally take seconds to implement. Protocol includes ability to instantaneously roll back to previous version in the event of any issues.
Live Chat & Screen Share	Ability for Client to reach AtriumCare personnel via live chat and be assisted using remote screen sharing.
System Administration	As a hosted solution, Atrium provides all system administration services including data back-up and recovery.
Security & PCI Compliance Scans	Regular security scans and PCI compliance audits.



Exhibit D Service Level Agreement

Atrium shall use commercially reasonable efforts to ensure 99.5% uptime, not including regularly scheduled maintenance windows (which shall be limited to 4 hours during any calendar month), for the Products as measured at the last day of the month.

Atrium reserves the right to perform regular maintenance and upgrades with prior written notice at least 7 days in advance. Unavailability does not include communications problems resulting from Internet communications service generally or Client Technology issues.

For any calendar month where the Products are unavailable for longer than the amount promised in this paragraph, Atrium shall credit Client's account with Atrium for two percent (2%) of Client's Annual Payment for the subsequent year, up to a maximum of eight percent (8%) reduction in the subsequent year's annual fee. This credit serves as the sole and exclusive remedy for access to Products and Services and for reduction in uptime.

Atrium's response time per incident will vary upon the levels defined below:

Category Level	Criteria	Response Time
1	Entire system down	15 minutes
	One of more point of sale systems (e.g. bookstore, dining, etc.) are unable to process transactions due to Atrium being unavailable	Atrium's enterprise private cloud provider provides active monitoring and responds instantaneously to a downtime incident
2	System is not down and transactions are processing normally Client has an urgent question or need	60 minutes
3	System is not down and transactions are processing normally	4 hours
	Client has a general question	



Atrium Software as a Service (SaaS) Agreement

for

<Atrium Client>



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This Software as a Service Agreement ("Agreement"), dated effective this ____ day of , 2019 (the "Effective Date"), is made and entered into by and between JSA Technology Card Systems, L.P., a Delaware limited partnership having its principal offices at 3126 W. Cary St. #727, Richmond, VA 23221 (hereafter, "Atrium"), and <Atrium Client> located at 8000 Utopia Pkwy, Jamaica, NY 11439 (hereafter, "Client").

WHEREAS, Atrium is engaged in the business of providing campus card management systems for higher education and corporations;

WHEREAS, Client wishes Atrium to provide a campus card management solution and to implement its Atrium system to provide Client with a campus card management system for use by all appropriate persons designated by Client to process account transactions, generate usage reports, permit multiple update methodologies to people within Atrium and provide the other services described herein:

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1 Definitions

- 1.1 "Agreement" shall have the meaning set out in the preamble of this Agreement.
- 1.2 "Atrium" shall have the meaning set out in the preamble of this Agreement.
- 1.3 "Effective Date" shall have the meaning set out in the preamble of this Agreement.
 - "Client" shall have the meaning set out in the preamble of this Agreement. 1.4
- 1.5 "Client Technology" means all software, products, materials, technology, and specifications, including all business methods and processes embodied in any of the foregoing, to be used by Client in connection with the System or Services. Client Technology shall include any copyrights, trademark or trade dress that Client may provide to Atrium in connection with its provision of the Services.
- "Data" shall mean any and all data and information provided, generated, 1.6 transferred or made available to Atrium by Users, Client or anyone acting on the behalf of either of them, whether printed, electronic or in another format or media.
- "System Specifications" means the specifications and functions of the System as described in Exhibit A to this Agreement, which shall be updated by Atrium by notice to Client from time to time as the System specifications and functions change.
- "Software as a Service (SaaS) or System" means Atrium's computer software programs, technology, products and specifications and all related programs, materials, documentation and information (including all corrections, modifications and improvements of any of the foregoing created or provided by Atrium), as are necessary to render to Users the Services in accordance with the System Specifications.

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- 1.9 "Services" means the services set forth on <u>Exhibit A</u> attached hereto, which services shall be performed and rendered by Atrium subject to the terms and conditions of this Agreement. Atrium will host, manage and support the System in its own off-site facilities and make them available via the Internet.
- 1.10 "Users" means Client's students, personnel and other persons permitted by Client to use the System for processing transactions, testing, analysis, report generation, and other purposes as supported by the System.
 - 1.11 "Live Date" means the date Atrium starts processing live transactions for the Client.
 - 1.12 "Anniversary Date" means each twelve-month anniversary of the Effective Date.
- 1.13 "Third Party Content" means the hardware, services, computer software programs, technology, products and specifications and all related programs, materials, documentation and information, set forth on Exhibit A attached hereto that Atrium may acquire and pass through to the Client as part of this Agreement.
- 1.14 "Support and Maintenance Services or AtriumCare". The support and maintenance services required for the Client to achieve and maintain optimal performance of the System, including as further described in Exhibit C.

Section 2 Services Performed by Atrium

- 2.1 Generally. The Services to be provided hereunder include all management, offsite hardware, software, data maintenance and User support as are necessary for the operation of all Atrium System in such manner as is necessary to permit Users to utilize the System in accordance with the System Specifications.
- License. Subject to the terms of this Agreement and to the extent Services involve use of or modifications to Client Technology, Client hereby grants to Atrium (and its contractors or subcontractors, if any) a royalty-free, non-exclusive, non-transferable, non-sub licensable worldwide license to use, make, have made, copy, practice, modify and prepare derivative works of the Client Technology, in all cases solely for the purpose of Atrium (and its contractors or subcontractors, if any) performing the Services under this Agreement. Such license shall continue in effect only for so long as is necessary to permit Atrium to perform the Services under this Agreement and in any event shall continue in effect for no longer than this Agreement is in effect. Client is responsible for obtaining any consents and licenses of third parties required for Atrium to use any Client Technology in connection with Atrium's performance of the Services hereunder. Client represents that to the extent Client provides to Atrium any third party hardware, software or other materials, it has obtained all necessary licenses, approvals and consents and has the right to provide the same to Atrium for the purpose set forth in this Agreement.
- 2.3 <u>Maintenance</u>. During the term of this Agreement, Atrium shall provide maintenance on the System as reasonably necessary, including, but not limited to, maintenance of the servers upon which the System are resident, and defect or error identification and correction in the System utilized by the Users. All upgrades, updates, bug fixes or other releases of System containing the correction to a defect or error, as applicable, shall be installed and maintained by Atrium. Atrium will provide all such maintenance Services on, and upgrades, updates, bug fixes



and other releases of, the System at no additional charge to Client as long as Client has paid the applicable Annual Payment.

- 2.4 <u>Implementation</u>. Atrium agrees to implement the System in accordance with the Implementation Schedule set forth as <u>Exhibit A</u> to this Agreement. Client Agrees to be responsible for all other User training needs. Atrium shall provide additional training to personnel designated by Client as the parties may mutually agree.
- 2.5 <u>Service Level Agreement</u>. Atrium and the System shall comply for the duration of this Agreement with the Service Level Agreement set forth in <u>Exhibit D</u>.
- 2.6 <u>Protection from Disruption.</u> Atrium warrants that it has taken, and will continue to take, all reasonable and industry-standard steps and precautions (which shall include, without limitation, the use of commercially reasonable anti-virus protections and security procedures to prevent unauthorized access to the System or the Data) to cause the System and Services to be protected from viruses (or similar problems) and unauthorized access.
- 2.7 <u>Warranty</u>. Atrium hereby represents and warrants that the System and Services materially operate in accordance with the System Specifications during the term of this Agreement. Atrium further represents and warrants that, to Atrium's knowledge, the System and Services operate in a manner that is materially compliant with the requirements of applicable laws, including, without limitation, the Family Educational Rights and Privacy Act and the Gramm-Billey-Leach Act of 1999. During the Term, Atrium will update, reconfigure or otherwise modify the System to remain materially compliant with future applicable laws to the extent Atrium becomes aware of such new requirements, but the cost of such modifications may be reflected in the Annual Payment paid by the Client. THE WARRANTIES AND REPRESENTATIONS MADE IN THIS SECTION 2 ARE THE ONLY ONES APPLICABLE TO THE PRODUCTS AND SERVICES AND ATRIUM HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS INCLUDING THOSE OF OWNERSHIP, ERROR-FREE PERFORMANCE, ACCESSIBILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS WELL AS THOSE RELATED TO ANY THIRD PARTY CONTENT IN THIS AGREEMENT.

Section 3 Payments

The Client shall make payments during the term of this Agreement as defined in <u>Exhibit B</u>. These payments include one-time and annual recurring amounts. The recurring payments shall be paid upon each twelve-month anniversary of the Effective Date (the "Anniversary Date") during the term of the Agreement as defined in Section 7, below.

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goodwill and confidential and proprietary information are reserved to and shall remain with Atrium. Client agrees not to remove or destroy any intellectual property or confidential legends or marking placed upon or contained within the System.

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Section 5 Indemnification

- Infringement Indemnification. (a) Atrium agrees to defend, indemnify and hold 5.1 Client, its directors, officers, employees, agents, legal representatives, successors, agents and assigns, harmless from and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees) and expenses arising out of or relating to infringement by the System (whether alleged or proven) of any patent, copyright, trademark, or other intellectual property right of a third party, including, but not limited to misappropriation of a trade secret, provided that Atrium is given timely notice of any such claim of infringement and the right to control and direct the investigation, preparation, defense and settlement of each such claim, and further provided that Client fully cooperates with Atrium in connection with the foregoing and provides Atrium with all information in Client's possession related to such claim and further assistance as reasonably requested by Atrium. Atrium shall reasonably reimburse Client for any requested assistance provided by Client. In addition and at Client's own expense, Client may elect to hire its own counsel to participate in the defense. Atrium will have no obligation to indemnify Client to the extent any such claim of infringement is based on use of System with Client Technology. Should the System as delivered, installed and/or maintained by Atrium become, or in Atrium's opinion be likely to become, the subject of any such claim of infringement, Atrium may at its option procure for Client the right to continue to use the System as contemplated, or replace or modify the System to make their use non-infringing (provided that the System, as replaced or modified, continues to provide the same or better functionality than the System).
- (b) Client agrees to defend, indemnify and hold Atrium, its directors, officers, employees, agents, legal representatives, successors, agents and assigns, harmless from and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees) and expenses arising out of or relating to the Data or to infringement by the Client Technology (whether alleged or proven) of any patent, copyright, trademark, or other intellectual property right of a third party, including, but not limited to misappropriation of a trade secret, provided that Client is given timely notice of any such claim of infringement and the right to control and direct the investigation, preparation, defense and settlement of each such claim,

Confidential, Atrium 2019 6



and further provided that Atrium fully cooperates with Client in connection with the foregoing and provides Client with all information in Atrium's possession related to such claim and further assistance as reasonably requested by Client. Client shall reasonably reimburse Atrium for any requested assistance provided by Atrium. In addition and at Atrium's own expense, Atrium may elect to hire its own counsel to participate in the defense. Should the Client Technology as delivered, installed and/or maintained by Client become, or in Client's opinion be likely to become, the subject of any such claim of infringement, Client may at its option procure for Atrium the right to continue to use the Client Technology as contemplated, or replace or modify the Client Technology to make its use non-infringing (provided that the Client Technology).

Section 6 Confidentiality & Non-Solicitation

- 6.1 <u>Confidentiality of Data</u>. Atrium covenants and agrees: (a) that it will keep and maintain all Data in strict confidence, using such degree of care as is appropriate to avoid unauthorized use or disclosure; (b) that it will not, directly or indirectly, disclose any Data relating to any User to anyone outside of its organization, except with that User's prior written consent; (c) that it will not make use of any Data for its own purposes or the benefit of anyone or any other entity; (d) that on termination of this Agreement Atrium will remove all confidential data from the Atrium servers; and (e) that Atrium will take no action with respect to the Data that is inconsistent with its confidential and proprietary nature.
- 6.2 <u>Confidential Information Other Than Data</u>. Except as specifically provided in Section 6.1 as to the confidentiality of the Data, with respect to other information that the parties may share each party acknowledges that it may be provided with information about, or, as the result of this Agreement will be in close contact with, confidential and proprietary information of the other party. In addition, Atrium or Client may also be provided with or be exposed to confidential information of third parties with which Client or Atrium, as the case may be, conducts business. To be deemed "Confidential Information" for purposes of this agreement, any such information must be appropriately marked as confidential and proprietary at the time of disclosure or should be reasonably understood by the receiving party under the circumstances. In the event any such information is orally or visually disclosed, to be deemed "Confidential Information" it must be identified as confidential and proprietary at the time of disclosure and confirmed by the disclosing party in writing within ten (10) working days as being confidential.

In recognition of the foregoing, each party agrees: (a) that it will use reasonable efforts to keep and maintain all Confidential Information in confidence; (b) that it will not authorize disclosure of any Confidential Information to anyone outside of the party's organization, except with the disclosing party's prior written consent; and (c) that (i) upon termination of this Agreement, or (ii) at any time as the disclosing party may so request, the receiving party will return or destroy the Confidential Information as directed by the disclosing party. The receiving party shall be deemed to have discharged its obligations hereunder provided it has exercised the foregoing degree of care and provided further that it shall immediately, upon discovery of any disclosure not authorized hereunder, notify the disclosing party and take reasonable steps to prevent any further disclosure or unauthorized use.

It is agreed by Atrium and Client that the above obligations of confidentiality shall not attach to information which: (a) is publicly available prior to the date of the Agreement or becomes publicly available thereafter through no wrongful act of the receiving party; (b) was known by the receiving party prior to the date of disclosure or becomes known to the receiving party thereafter from a third party having an apparent bona fide right to disclose the information;



- (c) is disclosed without restriction on further disclosure; (d) is independently developed by the receiving party; (e) the receiving party is obligated to produce pursuant to an order of a court of competent jurisdiction or a valid administrative or subpoena, provided that the receiving party promptly notifies the disclosing party and cooperates reasonably with the disclosing party's efforts to contest or limit the scope of such order.
- 6.3 <u>Injunctive Relief.</u> Notwithstanding anything to the contrary herein, the parties hereby agree that the other shall be entitled to seek, without provision of a bond, injunctive relief from any court of competent jurisdiction with regard to any alleged violation of the provisions of Section 6.1 or any other alleged violation of this Agreement that could result in irreparable harm.

Section 7 Term and Termination

This Agreement shall commence on the Effective Date and shall continue for an initial period ending five years from the Effective Date (the "Term") unless terminated by either party in accordance with the terms and conditions set forth herein. Upon the five-year anniversary of the Effective Date (the "Renewal Date"), the Term shall automatically renew for an additional 120-day period (the "Additional Term") unless either party notifies the other 90 days in advance of its intention not to renew. During the Additional Term either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party and Client shall pay Atrium a pro-rated Annual Payment as set forth in Exhibit B on the last day of each month during the Additional Term. At the end of the Additional Term this Agreement will terminate unless the parties have agreed to mutual terms for an extension.

During, or before, the Additional Term the Client shall have the option to renew this Agreement for an additional five-year term at the Annual Fee rate plus:

- (a) an adjustment for the Consumer Price Index (CPI), not to exceed a total of 10% of the initial Annual Fee for Atrium Software and Services content as defined in Exhibit A: Atrium Scope Software, Services and Third-Party Content. The fee adjustment will be made in accordance with the percentage change between the U.S. Bureau of Labor Statistics CPI issued for the Effective Date of this contract and the Renewal Date, using the CPI Inflation Calculator provided by the U.S. Bureau of Labor Statistics.
- (b) an adjustment for student enrollment, if the Client's number of undergraduate and graduate students (the "Total Students") has increased by more than 10% at the Renewal Date from the number of Total Students on the Effective Date, the Atrium Annual Fee for Atrium Software and Services content as defined in Exhibit A: Atrium Scope Software, Services and Third-Party Content payable by Client to Atrium pursuant to this Agreement shall increase by the same percentage as the corresponding increase in Client's Total Students upon the Renewal Date. Client and Atrium hereby agree that, for purposes of this Agreement, the number of Client's Total Students shall be calculated based on information made available on College Board (www.collegeboard.org).
- (c) an adjustment for any, mutually agreed changes in Scope above and beyond what is defined in Exhibit A.
- (d) an adjustment for any Third-Party content as defined in Exhibit A: Atrium Scope Software, Services and Third-Party Content (e.g. point of sale, card production, kiosks, etc.). This adjustment, unless otherwise specified in this Agreement, will be mutually agreed with the Client.



Example 1 (no third-party content): If the initial Annual fee was \$10,000 and the CPI Index rose from 226.655 to 242.839 (7.1%), and Total Students increased less than 10% from the Effective Date to the Renewal Date, then the Annual fee for Years 6 through 10 would be \$10,710. However, if the CPI Index for that same time rose from 226.655 to 260.00 (14.7%), the Annual Fee for Years 6 through 10 would be \$11,000.

Example 2 (no third-party content): If the initial Annual fee was \$10,000 and the CPI Index rose from 226.655 to 242.839 (7.1%), and Total Students increased 12% from the Effective Date to the Renewal Date, then the Annual fee for Years 6 through 10 would be \$11,995 (\$10,710 + (1.12 x \$10,710)). However, if the CPI Index for that same time rose from 226.655 to 260.00 (14.7%), the Annual Fee for Years 6 through 10 would be \$12,320 ($11,000 + (1.12 \times 11,000)$). If, in addition, the Client elected to increase the Agreement scope by \$5,000/year, then the total Annual Fee for Years 6 through 10 would be \$17,320 (12,320 + 5,000).

Either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party if such other party materially breaches any material term hereof and fails to cure such breach to the reasonable satisfaction of the non-breaching party within thirty (30) days of receiving written notice thereof. Except under the circumstances stated below, any termination by Client shall not affect Client's liability for Services performed and fees through the effective date of termination, prorated on a daily basis as appropriate.

At Atrium's regular and customary charges for the provision of such services (which Atrium may require in advance), Atrium agrees to provide upon the request of Client all reasonable technical and other support necessary or useful to assist in Client's transition to a successor provider, if any, of replacement products and or services upon termination of this Agreement for any reason whatsoever.

Section 8 Liability Limitation

The parties agree that, neither party will be liable to the other for any consequential, incidental, speculative, exemplary or punitive damages from any cause of action arising from this the relationship created by this agreement, whether or not the party has been specifically notified of the likelihood of such damages arising, and whether any cause of action arises in contract, tort, equity or any other theory of liability. Except in regard to the indemnity provisions contained in this Agreement, the total damages owed by Atrium in any case shall be strictly limited to the amounts paid Atrium under this Agreement.

Section 9 General

9.1 Notices.

Any notices to be given hereunder shall be made by certified U.S. Mail, return receipt requested, or by nationally recognized overnight courier, and delivered to the following address:

If to Atrium:

JSA Technology Card Systems, L.P.



c/o JSA Technology Card Systems, Inc., its General Partner 3126 W. Cary St. #727 Richmond, VA 23221

If to Client: <CLIENT CONTACT>

- 9.2 <u>Governing Law</u>. All questions concerning the validity or meaning of this Agreement or relating to the rights and obligations of the parties with respect to performance under this Agreement shall be construed and resolved under the laws of the State of New York. The parties further agree on behalf of themselves and any person claiming by or through them that the sole jurisdiction and venue for any litigation arising from or relating to this Agreement shall be the federal or state courts located in the State of New York.
- 9.3 <u>Survival</u>. Sections 4, 5, and 6 under this Agreement shall survive the termination hereof.
- 9.4 <u>Successors; Assignment and Delegation</u>. No party shall assign or delegate this Agreement or any rights, duties or obligations hereunder to any other person and/or entity without the prior express written approval of the other party; provided, that either party may assign this Agreement or its rights and obligations under this Agreement in connection with a merger, acquisition, reorganization, initial public offering or other similar transfer of control. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives and assignees of the parties hereto. Notwithstanding the foregoing, Client may assign this Agreement to a subsidiary or any entity owned or controlled by Client upon notice to Atrium.
- 9.5 <u>Atrium Promotional Materials</u>. Atrium may reasonably and accurately refer to Client as a customer of Atrium for promotional purposes and periodically refer prospective customers to Client as a reference.
- 9.6 <u>Complete Agreement</u>. This Agreement, including the Exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations and discussions of the parties.
- 9.7 <u>Non-Waiver.</u> The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.
- 9.8 <u>Severability.</u> If any provision of this Agreement is finally adjudicated illegal, invalid, in excess of the authority of either Atrium or Client, or otherwise unenforceable, then such provision shall be severed, and the remainder of this Agreement shall remain in force as if such adjudicated provision were never included in this Agreement.

Section 10 Infor Point of Sale System

10.1 Atrium has entered into a Terms of Use Agreement with Infor POS ("Infor POS") pursuant to which Infor has granted Atrium certain subscription services with respect to Infor's [mobile reporting and payment gateway] software, which Atrium and Client agree will be utilized by Atrium in connection with the provision of the Services to Client under this



Agreement. Notwithstanding any other fees payable by Client to Atrium under this Agreement, Client agrees to make payments to Atrium as set forth in Exhibit B for Atrium's use of the Infor subscription services in connection with the Services to be provided to Client by Atrium. Such amount[s] will be remitted to Infor by Atrium pursuant to the provisions of the Terms of Use Agreement by and between Atrium and Infor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

JSA TECHNOLOGY CARD SYSTEMS, L.P.	CLIENT
Ву:	By:
Name: Tamara Johnson	Name:
Title: CFO of the G.P., the General of the L.P.	Partner Title:
Signature Date:	Signature Date:



Exhibit A Statement of Work

See Attachment.



Exhibit B Payment Schedule

See Attachment.

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Costs Not Included in This Agreement:

Additional Modules and Connections – Atrium modules, including Connections, not included in <u>Exhibit A</u> may be added to this Agreement at additional cost upon agreement.

Connected Systems – Client is responsible for procuring any connected systems which will be connected to Atrium outside of those that Atrium is contractually committed to providing as defined in Exhibit A.

Optional Services - Unless specifically stated otherwise, travel and living expenses for on-campus visits and freight for Atrium Provided Third Party Content specified in <u>Exhibit A</u> are not included in this Agreement and will be billed at actual to the Client.

Atrium Provided Third Party Content - Only those costs for Atrium Provided Third Party Content specified in Exhibit A are included in this Agreement. The Client is responsible for the ongoing maintenance of the hardware, including replacement hardware, warranty claims, shipping costs, insurance costs, etc.

Dedicated Atrium Cloud Infrastructure - Atrium is based on a cloud-computing model. According to the National Institute of Standards and Technology (NIST), cloud computing is defined as "a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction." While the Client will have their own Atrium software instance, unless specifically noted in Exhibit A, cloud infrastructure such as switches, load balancers, firewalls and servers are shared in a redundant configuration.

Point of Sale EMV Merchant Readers - EMV (Eurocard MasterCard Visa) merchant readers to accept the new smart chip credit/debit cards are not included. The cost to activate such devices on the included POS registers is included. The merchant readers must be purchased through the Client's payment processor, if such EMV devices are desired.

Point of Sale Merchant Processing Fees - Payment processor fees for processing credit/debit cards is not included. A payment gateway to route transactions to the payment processor(s) is included.



Exhibit C Support and Maintenance Services

Туре	Description
On-Demand Personal Support	24/7/365 client support via email, live chat, telephone and screen sharing by an experienced professional familiar with the Client's personnel and system configuration.
Software Updates	Regular software updates with regression testing on Atrium's test system(s). Atrium is based on a highly modular software architecture. Only updated files are changed on Client's system.
	Push notification, opt-in model. Updates are scheduled in collaboration with the Client.
	Updates generally take seconds to implement. Protocol includes ability to instantaneously roll back to previous version in the event of any issues.
Live Chat & Screen Share	Ability for Client to reach AtriumCare personnel via live chat and be assisted using remote screen sharing.
System Administration	As a hosted solution, Atrium provides all system administration services including data back-up and recovery.
Security & PCI Compliance Scans	Regular security scans and PCI compliance audits.



Exhibit D Service Level Agreement

Atrium shall use commercially reasonable efforts to ensure 99.5% uptime, not including regularly scheduled maintenance windows (which shall be limited to 4 hours during any calendar month), for the Products as measured at the last day of the month.

Atrium reserves the right to perform regular maintenance and upgrades with prior written notice at least 7 days in advance. Unavailability does not include communications problems resulting from Internet communications service generally or Client Technology issues.

For any calendar month where the Products are unavailable for longer than the amount promised in this paragraph, Atrium shall credit Client's account with Atrium for two percent (2%) of Client's Annual Payment for the subsequent year, up to a maximum of eight percent (8%) reduction in the subsequent year's annual fee. This credit serves as the sole and exclusive remedy for access to Products and Services and for reduction in uptime.

Atrium's response time per incident will vary upon the levels defined below:

Category Level	Criteria	Response Time
1	Entire system down	15 minutes
	One of more point of sale systems (e.g. bookstore, dining, etc.) are unable to process transactions due to Atrium being unavailable	Atrium's enterprise private cloud provider provides active monitoring and responds instantaneously to a downtime incident
2	System is not down and transactions are processing normally Client has an urgent question or need	60 minutes
3	System is not down and transactions are processing normally	4 hours
	Client has a general question	

JSA Technology Card Systems (dba "Atrium") Balance Sheet

	12/31/16	12/31/17	12/31/18
ASSETS			
Current Assets			
Checking/Savings	511,392	672,066	565,584
Accounts Receivable	758,236	929,175	1,308,744
Other Current Assets	270,204	314,020	227,414
Total Current Assets	1,539,833	1,915,261	2,101,743
Fixed Assets	1,294	10,544	6,280
Other Assets	198,308	165,520	2,316
TOTAL ASSETS	1,739,435	2,091,324	2,110,338
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable	480,671	938,339	1,107,984
Credit Cards	1,250	1,325	8,799
Other Current Liabilities	1,524,132	1,332,811	1,368,463
Total Current Liabilities	2,006,053	2,272,475	2,485,246
Total Liabilities	2,006,053	2,272,475	2,485,246
Equity	(266,618)	(181,150)	(374,908)
TOTAL LIABILITIES & EQUITY	1,739,435	2,091,324	2,110,338

JSA Technology Card Systems (dba "Atrium") Profit & Loss

	2016	2017	2018
Income	2,619,776	2,775,552	2,885,428
COGS	894,413	1,000,755	1,090,194
Gross Profit	1,725,363	1,774,797	1,795,234
Expense			
Employees	308,244	394,112	492,656
General and Administrative	138,140	143,936	157,707
Marketing & Sales	217,909	237,874	375,862
Research and Development	291,098	436,904	492,642
Total Expense	955,391	1,212,826	1,518,866
Net Ordinary Income	769,973	561,972	276,368
Other Income/Expense	20,752	21,038	178,613
Net Income	790,725	583,010	454,981



Statement of Work Agreement

for

Date: April 9, 2018



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Introduction

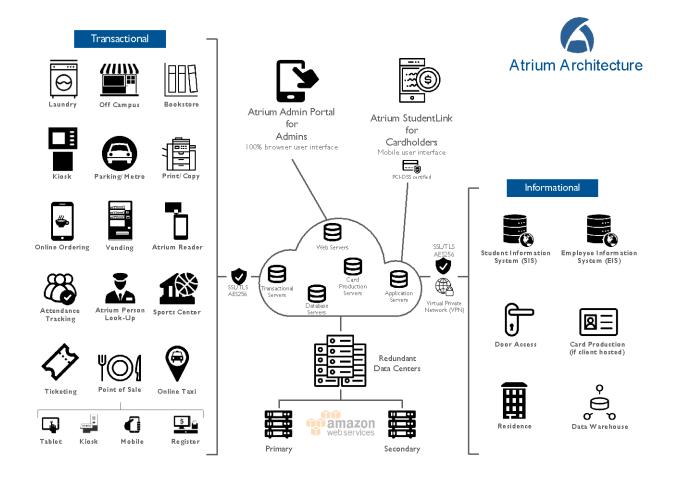
This Software as a Service Statement of Work ("SOW"), dated effective this 6th day of December, 2017 (the "Effective Date"), is made and entered into by and between JSA Technology Card Systems, L.P., a Delaware limited partnership having its principal offices at 3126 W. Cary St. #727, Richmond, VA 23221 (hereafter, "Atrium"), and Example University (EU) located at 4700 Example Way Lakeland, MA 99999-009 (hereafter, "Client").

This Statement of Work is designed to be an addendum to a governing, signed contract.

Project Purpose

Client is contracting with Atrium to provide a replacement, cloud-based campus card management solution to improve the cardholder experience, ease the Client administrative burden, speed adoption of new technology and reduce total cost of ownership.

Below is a diagram of the Atrium Cloud Campus Card System.





Change Orders

This Statement of Work may be amended from time to time upon agreement between Atrium and Client and execution of a modification to the Statement of Work (Change Order). Client requests for a Change Order shall be made in writing to Atrium. Formal, written Client approval is required before Atrium will move forward with the Change Order. Change Orders involving a change in the recurring payments owed under this Agreement must be executed as Addenda to the Agreement.

Period of Performance

The implementation services shall commence on the Effective Date of the Contract and continue until the Hard Go-Live. AtriumCare services will commence upon Hard Go Live and continue throughout the term of the governing contract.

Place of Performance

Atrium will perform work both remotely and on-site at Client locations.

Project Team

Atrium

Person	Title	Role	Email
David McQuillin	Account Executive	contract and commercial matters, client relations, project oversight	davidm@atriumcampus.com
Jon Gear	Project Manager	manage overall project, ensure go live and success metrics are achieved	jon@atriumcampus.com
Ben Kahoussi	Client Care Manager	implementation support and manage client care throughout contract term	ben@atriumcampus.com
Nila Saha	Engineering Manager	implementation support and client care back-up throughout contract term	
Steve Gansel	Contract Administrator	contract administration and billing	sgansel@jsatech.com
Dawn Roberts	Client Care Support	Atrium StudentLink client care	

Client



Person	Title	Role	Email
TBD	Executive Director I Auxiliary & Business Services		
TBD	Auxiliary Service Manager		
TDD			

TBD

Project Governance

Project governance is key to project success. The following are core Atrium project governance principles:

- <u>Single Point of Accountability</u> each team will designate a Project Manager who will serve as lead and overall accountable for the project.
- <u>Single Point of Information</u> Google Docs and Google Sheets will be the single point of
 information for Atrium campus card system specific project phases including requirements and
 schedule. Client project team members will be given the required access upon execution of the
 contract.
- Weekly Email Updates The Atrium Project Manager will provide weekly project status emails
 containing a description, status, overall percentage complete and person responsible for each part
 of the project.
- Regular Meetings The Atrium and Client Project Managers will agree on a schedule for regular project status web meetings. Some of these meetings will be ad hoc.



Milestones

The dates shown are preliminary and subject to change based on consultation with the Client.

Milestone	Date
Project Kick-Off Meeting	5/2/18
Plan Phase Complete	5/17/18
Execute Phase Complete	7/17/18
Soft Go Live	7/17/18
Hard Go Live	8/1/18

The finalization of acceptance criteria for key milestones resides with the Atrium and Client Project Managers. Acceptance criteria will not apply to all milestones, but rather those jointly agreed and/or those tied to financial payments. These criteria will be unambiguous, easily measured and within the scope of the statement of work. These criteria will be used to determine the completeness of each milestone.

Once a milestone is completed and Atrium provides their report/presentation for review and approval, the Client Project Manager will either sign off or reply to Atrium, in writing, advising the tasks yet to be completed.

Client System Connections

Atrium is providing connections to the following Client systems.

System	Provider/Type	Hosted By Atrium	
Student Information System (SIS)	WorkDay	No	
Bookstore Point of Sale (POS)	Barnes & Noble	No	
Access Control	S2 Security	No	
Copy/Print Management	Pharos	No	
Card Production	IDMS Vision	No	
Dining/Retail Point of Sale (POS)	Vivonet (aka Hal)	No	
Single Sign On (SSO)	Active Directory / LDAP	No	



Tasks

Atrium, Client and designated 3rd party solution providers are responsible for performing tasks throughout this project. The following is a list of the major tasks which will result in a successful project. The dates shown are preliminary and subject to change based on consultation with the Client. This is not a project plan. The Atrium Project Manager will build and maintain an online Project Plan. The Client time is an estimate based on previous project experience.

Tasks	Responsible	Involved	Client Time (hrs)	Date
PLAN PHASE				
Project Kick-Off Introduce team members Agree project timeline Review statement of work (SOW) Schedule discussion meetings	Atrium PM	All Client Stakeholders	1	5/2/18
Atrium Admin Portal Training Overview user interface Atrium terms and concepts Accounts Meal Plans Reporting Data Tools	Atrium PM	Card Director	4	5/7/18
Atrium StudentLink Discussion Review capabilities Agree capabilities to be activated Document merchant bank details Discuss Photo Upload (if in scope) Discuss Meal Plan Portal (if in scope) Schedule training	Atrium PM	Card Director, Meal Plan Admin	1.5	5/8/18
Dining Point-of-Sale Meeting Review dining operations Review campus card tenders Agree any tender changes Document terminal ID's	Atrium PM	Card Director, Dining Services	ī	5/9/18
Card Production Meeting Review current data flows Agree any required changes Document database schema Document connectivity information Document Atrium import/export requirements Document card design/production changes	Atrium PM	Card Director	1	5/10/18



Tasks	Responsible	Involved	Client Time (hrs)	Date
SIS Meeting Review current data flows Agree any required changes Document Atrium import/export requirements Document connectivity information	Atrium PM	Card Director, SIS DBA	1	5/11/18
Bookstore POS Meeting Review transaction logic & tenders Agree any tender changes Document terminal ID's	Atrium PM	Card Director, Bookstore Manager	0.5	5/14/18
Single Sign On Meeting Agree SSO construct Document credentials for testing	Atrium PM	Card Director, SSO Manager	0.5	5/14/18
Site-to-Site VPN Meeting Discuss Atrium data flows Document connections requiring VPN Review VPN worksheet Agree date for VPN go live	Atrium PM	Card Director, IT Network Admin	0.5	5/15/18
Access Control Meeting Review current data flows Agree any required changes Document Atrium import/export requirements Document connectivity information	Atrium PM	Card Director	0.5	5/16/18
Copy/Print Meeting Review transaction logic Document pay stations, printers & copiers Document terminal IDs	Atrium PM	Card Director, Pharos Admin	0.5	5/17/18

EXECUTE PHASE				
Launch Atrium Instance Configure connections, accounts, person attributes Theme site	Atrium PM	Card Director	2	6/1/18
Build/Test Site-to-Site VPN Set-up Atrium side of tunnel Set-up client side of tunnel Test connectivity	Atrium PM	Campus Network Admin	4	6/8/18



Tasks	Responsible	Involved	Client Time (hrs)	Date
Launch Atrium StudentLink Instance Configure & test, including Photo Upload and Meal Plan Portal (if purchased) Test deposits Test Single Sign On (SSO) (if applicable) Theme site	Atrium PM			6/15/18
Card Production Connection Test database connectivity Build & test data tool imports/exports Test photo import/export (if applicable) Build & test trigger table (if applicable)	Atrium PM	Card Director	2	6/15/18
SIS Connection Verify Atrium connectivity Configure tables, views or files Build & test Data Tool imports/exports Test full cardholder import	SIS DBA	Card Director	8	6/15/18
Point of Sale Connection Configure Atrium accounts, tenders and readers Configure & test both sides of connection Test transactions Test offline mode (if applicable) Verify unique transaction ID	Atrium PM	Card Director, Dining Services	2	06/22/18
Bookstore Connection Configure Atrium accounts, tenders and readers Configure & test both sides of connection Test transactions	Atrium PM	Card Director	Ī	06/22/18
Access Control Connection Verify Atrium connectivity Configure tables, views or files Build & test Data Tool imports/exports	Atrium PM	Card Director	2	06/29/18
Print/Copy Connection Configure Atrium accounts, tenders and readers Configure & test both sides of connection Test transactions	Atrium PM	Card Director	2	06/29/18

GO-LIVE PHASE		
Blank Slate	Atrium PM	07/6/18
Clear Atrium test cardholder data		



Tasks	Responsible	Involved	Client Time (hrs)	Date
Load Legacy Card System Data Import all card account balances	Card Director	Atrium PM	0.5	07/17/18
Load SIS Data Import SIS data Activate scheduled Data Tools	Card Director	Atrium PM	0.5	07/17/18
Activate Connections Activate & test all connections	Card Director	Atrium PM	2	07/17/18
Deploy Remaining Hardware Install, activate & test any remaining hardware	Card Director	Atrium PM		07/17/18
Soft Go Live Install, activate & test any remaining hardware	Atrium PM	Card Director		07/17/18
Hard Go Live	Atrium PM	Card Director		08/01/18
Hand-Off to AtriumCare Team	Atrium PM	Card Director		09/01/18

Total Estimated Client Hours 38	
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Client Responsibilities

The Client is responsible for the following items:

Responsibility	Description
Client Project Manager	Assign a Client Project Manager to serve as the Client's single point of contact for the Atrium Project Manager and coordinate Client resources as required to ensure a successful project.
Learning Atrium	Learn the Atrium system and proactively engaging in the system configuration
All Client Tasks	Perform all Client tasks defined in this Statement of Work. Atrium cannot be responsible for project delays caused by Client tasks not being completed on time.
Suitable Receiving Area for New Hardware	Provide suitable area for receiving, storing and protecting any third-party systems.
Hardware Installation	Installation of any third-party systems including, but not limited to, network drops and power, unless otherwise and explicitly stated in this Statement of Work
Point of Sale EMV Merchant Readers	EMV (Eurocard MasterCard Visa) merchant readers to accept the new smart chip credit/debit cards are not included. These are to be provided by the POS provider OR the Client's payment processor.
Virtual Private Network (VPN)	Set-up of Client side of VPN tunnel
Freight	Freight costs for any hardware, regardless of such hardware being included in Atrium's scope, unless otherwise and explicitly stated in this Statement of Work, are not included and will be billed at actual using the lowest cost option available which meets the Client's requirements.



Deliverables

The following is a summary of the major Atrium and Client deliverables included in this Statement of Work.



Atrium Admin Portal

CHENIT

Campus web site theming standards and logos for theming

ATRIUM

- Atrium Admin Portal for Admins | 100% Browser-Based
- Person Transaction Mgmt | Financial, Door Access, Attendance, Admin | Unlimited Person Attributes
- Core Meal Plan Mgmt | Unlimited
- Accounts + Account Groups | Unlimited
- Core Attendance Tracking | Unlimited
- Access Rights Management | Auto Assign + Revoke of Access Right Groups, Cardholder Updates | Person Profile
 Transaction History
- Atrium Reports | Unlimited
- Credentials | Unlimited Number & Type
- Real Time Data Tools | Unlimited
- Atrium HTML5 Reader | Unlimited
- AtriumCare 24/7/365 | Updates | Unlimited
- Informational Connections | Unlimited | SIS/ERP (e.g. PeopleSoft/Banner/Jenzabar/WorkDay), Door Access, Residence, Card Production, Data Warehouse
- Atrium Private Cloud Redundant Web, Application & Database servers, 24/7/365 Cyber Security Monitoring, UPS and Data Back-Up & Storage, System & Network Admin Services (campus IT services not required)



Atrium StudentLink Online Account Management Mobile Responsive Portal

CLIENT

- Provide single sign on (SSO) details and test account (if applicable).
- Provide details on Client's payment processor for online account deposits.
- Provide merchant bank details.

ATRIUM

- Mobile responsive web portal (native mobile apps for iOS and Android available at extra cost)
- Virtual ID (auto generated two-dimensional barcode)
- · Accepting locations show logo, website and other details of locations that accept the campus card
- Accept online deposits:
 - MasterCard, Visa, American Express and Discover
 - o ACH
 - o Bursar account
- Use security features such as AVS and/or CVV entry
- Make all deposited funds immediately available to the cardholder
- Set minimum and maximum deposit amounts



- Charge fixed fee and/or percentage transaction fees and/or no fee
- Store encrypted, tokenized credit card and ACH information for future transaction processing for great user experience
- Maintain a list of cardholders who are restricted from making online deposits
- Configure information contained in emails sent to users
- Allow cardholders to send an email to friends and family asking for a deposit into their debit account
- PCI-DSS compliant
- FERPA compliant guest access
- Integrate with central authentication method (SSO)
- Enable custom domain to be set-up
- Enable custom skin to be used
- Utilize low balance warnings
- Utilize automatic deposits based on a low balance threshold or calendar event
- Regulation E compliant statements



Student Information System (SIS) Connection

CLIENT

- Provide database access credentials for Atrium for the agreed tables/views OR SFTP server credentials if Client will use automated flat files for Atrium imports/exports.
- Set up Client side of VPN (virtual private network) as may be required.
- Work with Atrium to agree the fields to be exported to Atrium and imported from Atrium (if any).
- Assist with connection testing.

ATRIUM

- Connect via VPN tunnel as may be required or SFTP server for secure data exchange.
- Atrium Data Tools, a core system capability, provides configurable, automated mechanism for importing and exporting data
 to the door access control server with from/to audit trail.
- Configure Data Tools to assign/revoke/update person attributes, accounts and account actions.
- General ledger codes can be mapped to Atrium Accounts and Readers and used in automated transactional data exports to SIS



Card Production Connection

CLIENT

- Provide database access credentials for Atrium.
- Set up VPN (virtual private network) as may be required. NOTE: Atrium does not need multiple VPN's. A single VPN can be
 used for Atrium to communicate with multiple servers.
- Assist with connection testing.

ATRIUM

- Connect to card production database via VPN tunnel as may be required for secure data exchange.
- Atrium Data Tools, a core system capability, provides configurable, automated mechanism for importing and exporting
 information from card production database with data mapping, rules and actions with from/to audit trail.
- Configure Data Tools to meet Client requirements for card production data imports and exports.



Point of Sale (POS) Connection



CLIENT

- Assist with POS configuration to connect to Atrium.
- Clarify transaction flows.
- Assist with connection testing.

ATRIUM

- Ability to process campus card meal plan and debit transactions through POS registers.
- POS tender keys are mapped to Atrium Tenders (configurable, ordered list of accounts). On card swipe/tap, this account list
 is evaluated to determine which account should be used for the transaction.
- Atrium's transactional response includes the reason for a denied transaction and remaining balance.
- POS is the system of record for cash, check, debit and credit transactions.
- Atrium is the system of record for campus card transactions.



Access Control Connection

CLIENT

- Provide database access credentials OR SFTP credentials for Atrium.
- Set up VPN (virtual private network) as may be required.
- Assist with connection testing.

ATRIUM

- Connect to door access database server via VPN tunnel or SFTP server for secure data exchange.
- Atrium Data Tools, a core system capability, provides configurable, automated mechanism for importing and exporting data
 to the door access control server with from/to audit trail.
- Configure Data Tools to update the door access control server with new cardholders and changes in cardholder card numbers as may be required.



Bookstore Connection

CLIENT

- Assist with POS configuration to connect to Atrium.
- Clarify transaction flows.
- Assist with connection testing.

ATRIUM

- Ability to process campus card transactions through POS registers.
- POS tender keys are mapped to Atrium Tenders (configurable, ordered list of accounts). On card swipe/tap, this account list is evaluated to determine which account should be used for the transaction.
- Atrium's transactional response includes the reason for a denied transaction and remaining balance.
- POS is the system of record for cash, check, debit and credit transactions.
- Atrium is the system of record for campus card transactions.



Copy/Print Connection

CHENT

Assist in any configuration changes on the print/copy server.



Assist with connection testing.

ATRIUM

- Configure connection.
- Verify operation of connection with Client campus cards.

OPTIONS:

The following are optional Atrium and Client deliverables not yet included in this Statement of Work.



Atrium StudentLink Meal Plan Portal

CHENT

- Provide details on meal plans and dining dollar plans.
- Work with Atrium to define rules to be enforced by Atrium Meal Plan Portal including:
 - pricing
 - o eligibility (participant groups)
 - o changes
 - o proration
 - o rollovers
 - o exceptions
- Ensure person attribute information required by Atrium to enforce required rules is available either through one of the defined connections in this Statement of Work, or via automated flat file import.

ATRIUM

- Configure Meal Plan Portal to enable students and employees to initially purchase, change and drop meal plans, based on Client provided rules, through Atrium StudentLink.
- See 'Atrium StudentLink Meal Plan Portal' white paper dated February 28, 2017 for details on the Meal Plan Portal's
 capabilities. Any capabilities required outside the scope of this white paper will be considered custom engineering and cost
 extra.
- Atrium Meal Plan Portal imports person attribute data from Banner, Simplicity, flat files, etc. and uses configurable rules to
 automatically classify cardholders into Participant Groups. Atrium Person Tags are assigned/revoked using Atrium Data
 Tools point-and-click configurable rules. For example, IF Currently_Enrolled=Y AND Residence_Hall=Smith AND Year=1
 THEN assign Atrium Tag=First Year Resident. Participant Group rules include: Eligible Meal Plans, Pricing and Proration,
 Scope (ability to add, change, drop).
- Cardholders log into the mobile responsive Atrium Meal Plan Portal using the Client's Single Sign On (SSO) authentication
 (e.g. Shibboleth, CAS, LDAP, etc.). If they already have a meal plan, they will see their plan, remaining balances and recent
 transactions on the Atrium StudentLink landing page.
- Cardholders click on 'Choose A Meal Plan' menu option and is presented with their meal plan options based on Participant
 Group and Global rules. Global rules apply to all Participant Groups and control such behavior as the opening day of the
 Meal Plan Portal, the last day meal plan changes are allowed, how frequently cardholders may make meal plan changes,
 etc.
- Cardholder meal plan changes are updated instantaneously in Atrium, giving the cardholder immediate access to their meal
 plan. Atrium documents all from/to changes for audit trail purposes. Atrium Tags are assigned/revoked to reflect the
 cardholder's current meal plan.
- Cardholder meal plan transactions are automatically exported to the Student Information System (SIS) via flat file (FTP or sFTP) on a configurable frequency.
- The Atrium Admin, supported by AtriumCare specialists, configures the meal plan rules enforced by the Meal Plan Portal and can affect manual cardholder changes as necessary. Atrium trains the Client on how to configure these rules. After the Go



Live, AtriumCare includes 4 person hours to assist the Client with required changes to the Meal Plan Portal rules, after which such time will be billed at Atrium's standard hourly rates.

- Client Meal Plans
 - To be discussed and documented.
- Billing Methods
 - Meal Plan Portal supports student account (bursar), credit/debit and ACH payment methods.
- Parents
 - Parents may purchase a meal plan for their students, provided the student has granted them account access.



Atrium StudentLink Photo Upload

CLIENT

- Provide details on ID photo requirements.
- Provide connection details to card production database or file share where ID photos are stored.
- Assist in testing.

ATRIUM

- Allow cardholders to upload a photo of their choice for their ID photo via any browser-based device for review/approve by the card admin(s).
- Dramatically reduce time for orientation and enhance the student and parent experience.
- Atrium StudentLink Admin Portal allows Admins to review and approve photo before it is stored to the Card Production System.
- Cardholder email notification upon Admin approve or deny. Notifications are configurable.
- Configurable terms and conditions page.
- In-page photo editor to zoom, rotate and crop the photo on web, tablet and mobile devices.
- Enhanced photo editor to zoom, rotate and crop the photo prior to approval.
- Unlimited email templates.
- Enhanced search options.
- Image detail displays on hover.
- Pagination in each queue; oldest image displays first.
 - Photo Upload reports in the Patron Support Site (www.jsatech.com/patrons)



Pricing

ANTITY	DESCRIPTION	TYPE	EACH	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
1	Atrium CORE:	Subscription	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$100,00
	+ Atrium Admin Portal for Admins 100% Browser-Based								
	+ Person Transaction Mgmt Financial, Door Access, Attendance, Admin Unlimited Person Attributes								
	+ Core Meal Plan Mgmt Unlimited								
	+ Accounts + Account Groups Unlimited								
	+ Core Attendance Tracking Unlimited								
	+ Access Rights Management Auto Assign + Revoke of Access Right Groups, Cardholder Updates Person								
	Profile Transaction History								
	+ Atrium Reports Unlimited								
	+ Credentials Unlimited Number & Type								
	+ Real Time Data Tools Unlimited								
	+ Atrium Reader App Unlimited + Atrium Cloud								
	+ Attrum Cloud + AttrumCare - 24/7/365 Updates Unlimited								
	+ Attrumcare - 24///300 Updates Unlimited + Informational Connections Unlimited SIS/ERP (e.g. PeopleSoft/Banner/Jenzabar/WorkDay), Door Access,								
	+ Informational Connections 1 Onlimited 1 515/ERF (e.g. PeopleSoft/ banner/ Jenzabar/ Workbay), Door Access, Residence, Card Production, Data Warehouse								
	+ Atrium Private Cloud - Redudant Web, Application & Database servers, 24/7/365 Cyber Security Monitoring,								
	UPS and Data Back-Up & Storage, System & Network Admin Services (campus IT services not required)								
1	Atrium StudentLink Online Account Management Note: \$0.15/transaction fee charged per deposit transaction.	Subscription	Incl	Incl	Incl	Incl	Incl	Incl	\$0
	+ Mobile responsive web design automatically adapts to any device	Judscription	IIICI	IIICI	IIICI	IIICI	IIICI	IIICI	30
	+ CyberSource payment gateway with Pointho-Point encryption and tokenization								
	+ Virtual ID - allows patron to use their smartphone as their campus card credential								
	+ Accepts a combination of MasterCard, Visa, American Express, Discover and ACH transactions for deposits								
	+ Uses security features such as AVS and/or CVV entry								
	+ Performs real-time validation against billing address								
	+ Makes all deposited funds immediately available to the cardholder								
	+ Shows accepting locations on Google Maps with rich, configurable descriptions and links								
	+ Report card lost/stolen								
	+ Accepts Bursar account charges for deposits								
	+ Sets minimum and maximum deposit amounts								
	+ Charges fixed fee and/or percentage transaction fees (configurable)								
	+ Cyber Source stores credit card information secure tokens for future transaction processing								
	+ Maintains list of cardholders who are restricted from making online deposits								
	+ Configurable user emails								
	+ Allows cardholders to send an email to friends and family asking for a deposit								
	+ PCI-DSS compliant & FERPA compliant guest access								
	+ Utilizes low balance warnings								
	+ Utilizes automatic deposits based on a low balance threshold or calendar event								
	+ Regulation E compliant statements								
	Extensive configurability, allowing the admin to turn on and off capabilities that are not needed/desired. Patrons may store their payment data in the secure CyberSource datacenter.								
1	Atrium StudentLink Online Account Management Single Sign On (SSO) ADFS (LDAP)	Subscription	\$1,995	\$1,995					\$1.99
3	Attium Transactional Connections Vivonet (Halo) POS Barnes & Noble Bookstore Pharos	Subscription	\$2,000	\$6,000	\$6.000	\$6.000	\$6.000	\$6,000	\$30.00
1	Atrium Informational Connections WorkDay S2 Security IDMS Vision Card Production (assumes Florida Poly		Incl	Incl	Incl	Incl	Incl	Incl	\$0,00
-	continues to host IDMS on campus)	piion	******						40
1	Atrium Implementation Services (Plan, Implement, Train, Go Live)	Implementation Services	\$15,000	\$15,000					\$15,00
1	Kick Off Services Expenses: One Person Two Days On Site	Travel & Living Expenses	\$2,000	\$2,000					\$2,00
1	Implementation & Go Live Services Expenses: Two People Five Days On Site	Travel & Living Expenses	\$4,000	\$4,000					\$4,00
0	Castles VEGA Countertop Reader (w/printer) - Model 10537024. Vega3000 2.4" with function keys I Hardline	Hardware	\$390	\$0	Incl	Incl	Incl	Incl	\$0
	Ethernet I no cellular or Wi-Fi I no privacy shield PCI compliant power cord built-in receipt printer								
ıL.				\$48 005	\$26,000	\$26,000	\$26,000	\$26,000	\$152.9

Costs Not Included in This Agreement:

StudentLink Transaction Fee – The Client will be billed monthly for a CyberSource processing fee of \$0.15 per transaction for credit card, debit card and ACH deposits only.

Additional Modules and Connections – Atrium modules, including Connections, not included in <u>Exhibit A</u> may be added to this Agreement at additional cost upon agreement.

Connected Systems – Client is responsible for procuring any connected systems which will be connected to Atrium outside of those that Atrium is contractually committed to providing as defined in Exhibit A.

Optional Services - Unless specifically stated otherwise, travel and living expenses for on-campus visits and freight for Atrium Provided Third Party Content specified in Exhibit A are not included in this Agreement and will be billed at actual to the Client.



Atrium Provided Third Party Content - Only those costs for Atrium Provided Third Party Content specified in Exhibit A are included in this Agreement. The Client is responsible for the ongoing maintenance of the hardware, including replacement hardware, warranty claims, shipping costs, insurance costs, etc.

Dedicated Atrium Cloud Infrastructure - Atrium is based on a cloud-computing model. According to the National Institute of Standards and Technology (NIST), cloud computing is defined as "a model for enabling ubiquitous, convenient, ondemand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction." While the Client will have their own Atrium software instance, unless specifically noted in Exhibit A, cloud infrastructure such as switches, load balancers, firewalls and servers are shared in a redundant configuration.

Point of Sale EMV Merchant Readers - EMV (Eurocard MasterCard Visa) merchant readers to accept the new smart chip credit/debit cards are not included. These are to be provided by the POS provider OR the Client's payment processor.

Point of Sale Merchant Processing Fees - Payment processor fees for processing credit/debit cards and ACH is not included. Atrium StudentLink includes a payment gateway which routes credit/debit/ACH transactions to the Client's payment processor.



Payment Schedule - TBD

The following payments are owed to Atrium by the Client under this Agreement with net 30 day terms.



Support and Maintenance Services

Туре	Description
On-Demand Personal Support	24/7/365 client support via email, live chat, telephone and screen sharing by an experienced professional familiar with the Client's personnel and system configuration.
Software Updates	Regular software updates with regression testing on Atrium's test system(s). Atrium is based on a highly modular software architecture. Only updated files are changed on Client's system.
	Push notification, opt-in model. Updates are scheduled in collaboration with the Client.
	Updates generally take minutes to implement. Protocol includes ability to quickly roll back to previous version in the event of any issues.
Live Chat & Screen Share	Ability for Client to reach AtriumCare personnel via live chat and be assisted using remote screen sharing.
System Administration	As a hosted solution, Atrium provides all system administration services including data back-up and recovery.
Security & PCI Compliance Scans	Regular security scans and PCI compliance audits.



Service Level Agreement

Atrium shall use commercially reasonable efforts to ensure 99.5% uptime, not including regularly scheduled maintenance windows (which shall be limited to 4 hours during any calendar month), for the Products as measured at the last day of the month.

Atrium reserves the right to perform regular maintenance and upgrades with prior written notice at least 7 days in advance. Unavailability does not include communications problems resulting from Internet communications service generally or Client Technology issues.

For any calendar month where the Products are unavailable for longer than the amount promised in this paragraph, Atrium shall credit Client's account with Atrium for two percent (2%) of Client's Annual Payment for the subsequent year, up to a maximum of eight percent (8%) reduction in the subsequent year's annual fee. This credit serves as the sole and exclusive remedy for access to Products and Services and for reduction in uptime.

Atrium's response time per incident will vary upon the levels defined below:

Category Level	Criteria	Response Time
1	Entire system down	15 minutes
	One of more point of sale systems (e.g. bookstore, dining, etc.) are unable to process transactions due to Atrium being unavailable	Atrium's enterprise private cloud provider provides active monitoring and responds instantaneously to a downtime incident
2	System is not down and transactions are processing normally	60 minutes
	Client has an urgent question or need	
3	System is not down and transactions are processing normally	4 hours
	Client has a general question	



Glossary of Terms

Term	Definition
Statement of Work	Defines activities, deliverables, and timelines for Atrium services to the Client.
Client Operating Requirements	Defines Client's operating requirements for the Atrium system. These requirements are typically defined in an Atrium Proposal in response to a Client RFP (Request for Proposal).
Project Plan	A formal document jointly approved by Atrium and the Client used to guide both project execution and project control of the Atrium project.
Functional Requirements Document (FRD)	A formal document jointly approved by Atrium and the Client used to define the functionality Atrium must provide to meet the Client Operating Requirements.
Atrium Provided Third Party Content	The third-party content to be provided by Atrium as part of the Statement of Work.
Client Provided Third Party Content	The third-party content to be provided by the Client as part of the Atrium Project (if any).
POS Statement of Work	Defines activities, deliverables, and timelines for Dining POS services (if any and sufficient in scope to warrant a separate, dedicated SOW) which are a part of the Atrium project.
Campus Card System (CCS)	A generic term for a campus card management system. Atrium is a Campus Card System.
Point of Sale System (POS)	A generic term for a point of sale system that allows patrons to purchase food and other items using multiple tenders, including cash, campus card, credit card and debit card. The largest POS system on campus is typically for dining.
Physical Access Control System (PACS)	A generic term for an access control system that controls physical access to buildings.

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SYSTEM FUNCTIONALITY PRICING

Instructions to complete this tab of the Cost Proposal:

Mark any individual component that is not applicable as "Not Applicable" in Column C and leave the remainder of that row blank. Mark any component for which there is no additional charge as "Included" in Column C, identify in what other component this component is included, and leave the remainder of that row blank.

You may reference and attach spec sheets, pricing schedules, and more detailed descriptions of particular components as part of your Cost Proposal.

<u>Column B</u> identifies the specific components of your offering to price. Components with (x10) or (x*Specific Number*) at the end of the description are intended to provide the specific quantity requested by YSU. For example, if YSU requires ten (10) event attendance tracking readers (see cell B30 in this tab for an example), then you will see (x10) following the description to identify the quantity needed. If you would like to submit quotes for several different reader options you can copy and insert on a separate line and fill in the remainder of each row accordingly. The Issuers have provided one line as a placeholder; if your company offers 10 event attendance tracking readers, insert nine additional rows, one for each reader, for a total of 10 rows of event attendance tracking readers. Please be specific with your notes so the Issuers clearly understand what is being priced.

<u>Column C</u> requests information about how each component is priced for Sourcing Alliance Members. For example, how a subscription for hosted software is priced on a per seat or per patron basis or an X% discount from list for hardware.

Column D provides space to include any additional notes or relevant information about that particular component that would be helfpul for the Issuers in scoring your proposal.

<u>Columns E-F</u> provide space to price that component by year for five years. For some items (such as the base System and specific additional modules), you should be able to provide pricing specific to Youngstown State University based on the requirements in the RFP. Other items (such as training or implementation) could be priced on an hourly, project, or flat fee basis depending one the specific component and how your business model is structured. Still other items (such as hardware or maintenance) could be priced on a per unit or per occurrence basis.

The "Any Other Costs Related to the System" section is included for you to identify any additional costs or additional components that are not already identified in Column B. Respondents must fully disclose any costs that will be or could be charged to Sourcing Alliance Members.

					ng by Year		
ware Solution	How is this item priced?	Additional notes or relevant information.	 ear 1	Year 2	Year 3	Year 4	 Year 5
Base System Subscription (Hosted)	Atrium Core & StudentLink are priced based on a 6 Banded Tiers based on undergraduate enrollment as reported by College Board. YSU is Tier 4 (10,000 - 25,000 Undergraduates). \$0.15/transaction for credit/debit/ACH deposits applies and is billed monthly.	Atrium StudentLink provides ecommerce platform for adding funds to campus card accounts. Atrium Core includes two-way data connections to campus systems using direct ODBC database connection or flat file push/pull. These systems include YSU's Banner, StarRez, access control and card production systems. Atrium Single Sign On (SSO) has been included at \$1,500/year. Atrium Meal Plan Portal (MPP) priced separately below. We regard the Atrium MPP as unique in the market based on the sole source agreements we have won where this capability was	\$ 46,500	\$ 46,500	\$ 46,500	\$ 46,500	\$ 46,500
Online Meal Plan Purchasing Portal Event Attendance Tracking Module (Basic)	Annual fixed price subscription based on meal plan complexity and enrollment Included in Atrium Core.	referenced. OPTION: Initial Assignments + Changes Automated Billing to SIS, Payroll Deduction, or Credit/Debit/ACH Rule-Based Participant Groups Usage and Time-Based Proration CORE: Basic 'Check-In' attendance tracking using Atrium Event Accounts included in Atrium CORE.	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000

SOURCING ALLIANCE ONE CARD RFP #2019.1

SYSTEM FUNCTIONALITY PRICING

Event Attendance Tracking Module (Advanced)	Same as Atrium Core - 6 Banded Tiers based on undergraduate enrollment as reported by	OPTION: Basic 'Check-In' attendance tracking using Atrium Event Accounts included in Atrium	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500
Dining/Meal Plan Module	Each Atrium Transactional Connection is priced at flat fee per year. No transactional fees and an unlimited number of endpoints for each connection type.	OPTION: Atrium debit and meal plan management is included in Atrium Core. An Atrium Transaction Connection is required to connect to the Client's POS which is what we have priced here.	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Equipment Checkout Module Off-Campus Vending Module (13 or more vendors)	Atrium Partners price based on enrollment and number of functional capabiltiies required. Each Atrium Transactional Connection is priced at flat fee per year. No transactional fees and an unlimited number of endpoints for each	CORE: Atrium Core provides rudimentary check out capabilities using Labels or Tags. Full function Equipment Checkout Modules are available through Atrium Partners such as Innosoft Fusion who YSU is already using. University Rentals is another option. Atrium has confirmed that Atrium Core can provide YSU's Innosoft Fusion Rec Sports Management system with the cardholder information required to authenticate cardholders. An Atrium Web Reader or Castles Vega3000 is required for campus card payments. A campus card tender will be used in Innosoft Fusion to log campus card payments for easy reconciliation with Atrium. OPTION: We anticipate 13 or more vendors on	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Online Web-Based Ordering Module	connection type. Atrium has connections to a number of leading Online Ordering solutions such as Tapingo, Dishout ToGo, Boost, Bite, etc. Dishout ToGo includes Mobile Ordering with Loyalty and Rewards Branded for each Client Includes annual software support Pricing is per fullfillment location at \$1,085/year/fullfillment location + \$0.15/transaction + \$1,500 implemention fee + any hardware that is required.	OPTION: As per Sourcing Alliance/YSU, tentative timeline for implementation is Fall 2020. Five (5) venues for online ordering have been included in the pricing. \$0.15/transaction fee NOT INCLUDED IN THIS PRICING and will be billed monthly at actual.	9,175	\$ 5,425	\$ 5,425	\$ 5,425	\$ 5,425
PaperCut Print/Copy Module	Each Atrium Transactional Connection is priced at flat fee per year. No transactional fees and an unlimited number of endpoints for each connection type.	OPTION: This is for PaperCut. Price for print/copy connections to Pharos, WEPA and Pcoutner are \$2,000/year.	\$ 9,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Bookstore POS Module	31	OPTION: This is for Barnes & Noble. Price is same for Follet and MBS.	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000

SOURCING ALLIANCE ONE CARD RFP #2019.1

SYSTEM FUNCTIONALITY PRICING

Parking Module	Each Atrium Transactional Connection is priced	OPTION: Must work with T2 Systems!	\$	2,000	\$ 2,000	\$ 2,000	\$	2,000	\$	2,000
	at flat fee per year. No transactional fees and an									
	unlimited number of endpoints for each	Atrium will use our standard open Transactional								
	connection type.	API to connect with T2 as we have done with								
		other parking systems such as Flowbird and								
		ParkMobile. Requires YSU to direct T2 to work								
		with Atrium.								
		NOTE: Does not include any costs T2 may charge								
		YSU for their side of the connection.								
Implementation & Integration	Project scope which is a function of enrollment,	Atrium Implementation Services Project	\$	26,000						
	number of connections and options.	Management Plan, Implement, Train, Go Live.								
		NOTE: Includes \$4,000 in travel & living								
		expenses for onsite services.								
Training	Included in Atrium Implementation for project	Atrium provides additional training at any time								
	implementation. Included in Atrium Care during term of Atrium agreement.	at no additional cost.								
Maintenance	Included in Atrium Care which is included in Atrium Core.	See RFP response for what is included in Atrium Care.								
Support	Included in Atrium Care which is included in	See RFP response for what is included in Atrium	1							
Support	Atrium Core.	Care.								
Service Level Agreement Option	Included in Atrium Core	What does this cover? Levels of service								
		agreement. We need 365 24/7 support.								
		Atrium does not believe in tiered support								
		programs. We offer a single tier which is								
		AtriumCare 24/7/365 support. AtriumCare is								
		included in the Atrium Core pricing.								
Updates/Upgrades	Included in Atrium Care which is included in	With hosted solutions is this included in the								
	Atrium Core.	price?								
		Yes. Included in Atrium Core pricing.								
Test Environment		Does the test environment exist and how many instances do you get?	\$	1,000	\$ 1,000	\$ 1,000	\$	1,000	\$	1,000
		Atrium Test instances are optional. Each test								
		instance costs \$1,000/year and includes								
		database updates from production 4 times/year.								
		Additional updates available at additional cost.								
Documentation (e.g., User Guides, System Admin Manual, Release Notes, etc.)	Included in Atrium Care which is included in Atrium Core.	Web based documentaion will work for us.								
.,		Atrium User's Guide and Knowledge Base is								
		included in the Atrium Admin Portal 100%								
		browser-based User Interface.								
Online Photo Submission	Flat annual fee.	OPTION: My Photo or integrated option.	\$	2,995	\$ 2,995	\$ 2,995	¢	2,995	¢	2,995

Pricing by Year

SOURCING ALLIANCE ONE CARD RFP #2019.1

SYSTEM FUNCTIONALITY PRICING

ware	How is this item priced?	Additional notes or relevant information.	Year 1	Year 2	Year 3	Year 4	Year 5
Event Attendance Tracking Hardware Item - (x10)	One time purchase priced by device. No	OPTION: YSU will initially install event	\$ 7,000				
	recurring transaction fees.	attendance tracking capabilities at six locations					
		and requires four portable devices that can be					
		deployed as needed across campus.					
		As an open platform Atrium supports multiple					
		ways to capture attendance including Web App					
		(no cost - just the USB reader), Android Tablet,					
		ITC netZTouch, Raspberry Pi, Castles MP200,					
		Verifone Vx680, iOS devices.					
		Atrium has priced 4 Castles MP200's as the					
		portable devices and 6 ITC netZtouch					
		Attendance readers for the other 6.					
Dining/Meal Plan Hardware Item	One time purchase priced by device. No	OPTION: Typically Dining/Meal Plan transactions	\$ 800				
2 g ,	recurring transaction fees.	are processed directly through the dining POS					
	and an analysis of the state of	using Board Mode.					
		For meal swipe only transactions see 'Event					
		Tracking' for range of hardware options. A					
		common option we use for these use cases is a					
		Raspberry Pi with a light pole that can also open					
		a turnstile.					
		Raspberry Pi reader price shown as an example					
		(light pole and turnstile not included)					
Off-Campus Vending Hardware Item	One time purchase priced by device. No	OPTION: As an open platform Atrium supports	\$ 800				
on campus renamy naturals nom	recurring transaction fees assuming client does	multiple merchant readers for off campus					
	merchant settlement.	transactions.					
		Price of Castles VEGA3000 reader is show as an					
		example.					
		champio.					
		NOTE: Dishout provides readers as part of their					
		fully managed outsourced off campus program.					
Parking Hardware Item	One time purchase priced by device. No	OPTION: As an open platform Atrium supports	\$ 800				
Tarking riar aware from	recurring transaction fees.	multiple readers for parking use cases.	Ψ 000				
	Troodining transaction recos.	maniple reducts for parking ase cases.					
		Price of Raspberry Pi reader is show as an					
		example using an NFC reader to read the					
		campus card.					
Other Hardware Item		·					
Installation & Integration							
Training							
Maintenance							
Support							
Service Level Agreement Option							
Updates/Upgrades							

SOURCING ALLIANCE ONE CARD RFP #2019.1

SYSTEM FUNCTIONALITY PRICING

Test Environment				
Documentation (e.g., User Guides, Admin Manual,				
Release Notes, etc.)				
Other (Please Explain)				

					Pricing by Yea	r	
naged Services	How is this service priced?	Additional notes or relevant information.	Year 1	Year 2	Year 3	Year 4	Year 5
Fully-Managed Off-Campus Vending Service	(1) 7-10% discount fee charged merchants with	OPTION: Dishout is Atrium's 'lead with' partner					
	30% share with university	for fully managed off campus merchant					
		programs.					
	(2) Transaction fee charged to merchants Dishout powers YSU current Ugryd off campus program. Dishout will take over YSU's existing fully managed off campus program with the						
	Dishout powers YSU current Ugryd off campus program. Dishout will take over YSU's existing						
		There will be a one-time activation fee per merchant of \$149 which Dishout recommends YSU cover. Dishout contracts directly with the merchants for monthly/swipe/discount rate fees.					
Other Managed Services							

					Pricing by Year	-	
Any Other Costs Related to the System	How is this item priced?	Additional notes or relevant information.	Year 1	Year 2	Year 3	Year 4	Year 5
Additional Cost/Component							

SOURCING ALLIANCE ONE CARD RFP #2019.1

POINT-OF-SALE PRICING

Instructions to complete this tab of the Cost Proposal:

Mark any individual component that is not applicable as "Not Applicable" in <u>Column C</u> and leave the remainder of that row blank. Mark any component for which there is no additional charge as "Included" in <u>Column C</u>, identify in what other component this component is included, and leave the remainder of that row blank.

You may reference and attach spec sheets, pricing schedules, and more detailed descriptions of particular components as part of your Cost Proposal.

<u>Column B</u> identifies the specific components of your offering to price. Components with (x10) or (x*Specific Number*) at the end of the description are intended to provide the specific quantity requested by YSU. For example, if YSU requires twenty-one (21) POS Terminals (see cell B25 in this tab for an example), then you will see (x21) following the description to identify the quantity needed. If you would like to submit quotes for several different POS Terminal options you can copy and insert on a separate line and fill in the remainder of each row accordingly. The Issuers have provided one line as a placeholder; if your company would like to offer 10 different POS Terminals, insert nine additional rows, one for each reader, for a total of 10 rows of POS Terminals. Please be specific with your notes so the Issuers clearly understand what is being priced.

<u>Column C</u> requests information about how each component is priced for Sourcing Alliance Members. For example, how a subscription for hosted software is priced on a per seat or per patron basis or an X% discount from list for hardware.

Column D provides space to include any additional notes or relevant information about that particular component that would be helfpul for the Issuers in scoring your proposal.

<u>Columns E-F</u> provide space to price that component by year for five years. For some items (such as the base System and specific additional modules), you should be able to provide pricing specific to Youngstown State University based on the requirements in the RFP. Other items (such as training or implementation) could be priced on an hourly, project, or flat fee basis depending one the specific component and how your business model is structured. Still other items (such as hardware or maintenance) could be priced on a per unit or per occurrence basis.

The "Any Other Costs Related to the System" section is included for you to identify any additional costs or additional components that are not already identified in Column B. Respondents must fully disclose any costs that will be or could be charged to Sourcing Alliance Members.

Pricing by Year

POS System Subscription (Hosted) Number of POS registers and kiosks, kitchen display systems, peripherals and venues with unique menus. Number of POS registers and kiosks, kitchen display systems, peripherals and venues with unique menus. As an open platform Atrium is compatible with a wide array of POS systems. Atrium also has connections with Infor POS, Micros, Clover, NCR Aloha, Agilysys, Catapult, ByPass Mobile and prism rbs. Based on YSU POS requirements and request for Cloud solution, Atrium is quoting Infor POS. The SaaS (software as a service) fee on this line is based on the YSU requirements defined below and includes the register, payment gateway (not the PSPe component which is to be paid by YSU), kitchen display license and online ordering API. Assumes sixteen (16) unique venues/cost centers: Pete' Treats, Penguin X'ing, Graphics Services, YSU Performance Center, Chick-Fil-A, Hissho Sushi, Mato, The Den, Jamba Juice. Chop'd & Wrap'd, Dunkin Donuts, Tu Taco,								riici	ily by i cal			
display systems, peripherals and venues with unique menus. As an open platform Atrium is compatible with a wide array of POS systems. Atrium also has connections with Infor POS, Micros, Clover, NCR Aloha, Agilysys, Catapult, ByPass Mobile and prism rbs. Based on YSU POS requirements and request for Cloud solution, Atrium is quoting Infor POS. The SaaS (software as a service) fee on this line is based on the YSU requirements defined below and includes the register, payment gateway (not the P2Pe component which is to be paid by YSU), kitchen display license and online ordering API. Assumes sixteen (16) unique venues/cost centers: Pete' Treats, Penguin X'ing, Graphics Services, YSU Performance Center, Chick-Fil-A, Hissho Sushi, Mato, The Den, Jamba Juice, Chop'd & Wrap'd, Dunkin Donuts, Tu Taco,	Software Solution	How is this item priced?	Additional notes or relevant information.	'	Year 1	,	Year 2	,	Year 3	Year 4	<u> </u>	ear 5
Chushwa Café, Schwebel Café, Maag Café, Christman Dining Commons		Number of POS registers and kiosks, kitchen display systems, peripherals and venues with	YSU would like a hosted solution. As an open platform Atrium is compatible with a wide array of POS systems. Atrium also has connections with Infor POS, Micros, Clover, NCR Aloha, Agilysys, Catapult, ByPass Mobile and prism rbs. Based on YSU POS requirements and request for Cloud solution, Atrium is quoting Infor POS. The SaaS (software as a service) fee on this line is based on the YSU requirements defined below and includes the register, payment gateway (not the P2Pe component which is to be paid by YSU), kitchen display license and online ordering API. Assumes sixteen (16) unique venues/cost centers: Pete' Treats, Penguin X'ing, Graphics Services, YSU Performance Center, Chick-Fil-A, Hissho Sushi, Mato, The Den, Jamba Juice, Chop'd & Wrap'd, Dunkin Donuts, Tu Taco, Chushwa Café, Schwebel Café, Maag Café,									<u>Year 5</u> 32,748

SOURCING ALLIANCE ONE CARD RFP #2019.1

POINT-OF-SALE PRICING

Mobile Reporting	Annual fee per concept	Check level detail reporting to mobile devices with 5 minute updates.			
		\$600/year/concept (e.g. Chick fil A is 1 concept)			
Additional POS Module/Capability					
	Number of POS registers and kiosks, kitchen display systems, peripherals and venues with unique menus.	Includes 2 on site days and associated \$4,000 in travel & living expenses.	\$ 28,447		
Training	Included with project implementation.				
Maintenance	Software maintenance and support is included in annual SaaS fee.				
Support	Software maintenance and support is included in annual SaaS fee.				
Service Level Agreement	Software maintenance and support is included in annual SaaS fee.				
Updates/Upgrades	Included in annual SaaS fee				
Test Environment	Per test system				
Documentation (e.g., User Guides, System Admin Manual, Release Notes, etc.)	Included in annual SaaS fee				
Other (Please Explain)					

					Pricing by Year	r	
ware	How is this item priced?	Additional notes or relevant information.	Year 1	Year 2	Year 3	Year 4	Year 5
POS Terminal (x21)	Per unit	Note: We recommend buying at least 1 spare	\$ 24,129				
		POS register or the optional one time					
		\$199/register extended warranty which provides					
		'spare in the air' overnight delivery of new					
		register in the event of a failure. Standard 2					
		year depot warranty can take 7-10 business days					
		to repair a defective register.					
Kitchen Display System (x5)	Per unit	Monitors not included.	\$ 6,715				
Cash Drawers (x32)	Per unit	Note, 1 cash drawer is included in each of the 21	\$ 1,716				
		POS registers. Therefore, this line is just the					
		price of 11 additional cash drawers.					
Bump Bars (x5)	Part of KDS	Included with KDS system.					
Pole Displays (x21)	Per unit	Patron display included with registers.					
Barcode Scanner (x21)	Per unit	If this is how mobile ID works we will get one of these for each POS terminal.	\$ 7,329				
		NOTE: Barcode on Phone can be used as a					
		mobile credential. Therefore, we have included					
		1 scanner per register for a total of 21.					
Thermal Receipt Printers (x21)	Per unit	Included with POS registers					
Kitchen Printers (x3)	Per unit		\$ 1,317				
Scale	Per unit						_
Small/Retail POS Terminal	Per unit						

SOURCING ALLIANCE ONE CARD RFP #2019.1

POINT-OF-SALE PRICING

Installation & Integration	Addressed above. This is a hardware only section.	YSU would like to install their own hardware for POS areas		
Training	Addressed above. This is a hardware only section.			
Maintenance	Addressed above. This is a hardware only section.			
Support	Addressed above. This is a hardware only section.			
Service Level Agreement	Addressed above. This is a hardware only section.	Hardware comes with standard 2 year depot warranty. POS register Spare in Air extended warranty can be purchased for a one-time fee of \$199/register. Atrium recommends buying spare POS, barcode scanner, KDS and kitchen printer versus extended warranties.		
Updates/Upgrades	Addressed above. This is a hardware only section.			
Test Environment	Addressed above. This is a hardware only section.	Test transactions		
Documentation (e.g., User Guides, Admin Manual, Release Notes, etc.)	Included with hardware.			
Other (Please Explain)		If we can use periphials from pervious system that would be ideal.		
		NOTE: It is possible barcode scanners and kitchen printers can be reused. To be conservative we quoted all new. YSU will not be charged for any hardware that is ultimately determined to be unnecessary. Atrium will test peripherals before shipping new hardware.		

SOURCING ALLIANCE ONE CARD RFP #2019.1

CARDS CARD PRODUCTION PRICING

Pricing for HID Fargo Connect through Color ID

Instructions to complete this tab of the Cost Proposal:

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You may reference and attach spec sheets, pricing schedules, and more detailed descriptions of particular components as part of your Cost Proposal.

<u>Column B</u> identifies the specific components of your offering to price. Components with (x10) or (x*Specific Number*) at the end of the description are intended to provide the specific quantity requested by YSU. For example, if YSU requires two (2) Card Printers (see cell B27 in this tab for an example), then you will see (x2) following the description to identify the quantity needed. If you would like to submit quotes for several different Card Printer options you can copy and insert on a separate line and fill in the remainder of each row accordingly. The Issuers have provided one line as a placeholder; if your company would like to offer 10 different Card Printers, insert nine additional rows, one for each reader, for a total of 10 rows of Card Printers. Please be specific with your notes so the Issuers clearly understand what is being priced.

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that will be or could be charged to Sourcing A					Pricing by Yea	r			Prici	ing by Year		
oftware Solution	How is this item priced?	Additional notes or relevant information.	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1		Year 3		Year 5
Card System Subscription (Hosted)	One time	YSU would like a hosted solution	\$ 3,000					\$ 7,500				
		As an open platform Atrium has connections to several hosted card production systems including Card Exchange, Tru Credential, Valid WebLink and HID Fargo Connect.										
		Price for Card Exchange is shown assuming 2 print stations, 2 image capture stations and 2 simulataneous users. Card production database										
		will be hosted by Atrium. Assumes YSU reuses their existing cameras or purchases new cameras.										
Additional Module/Capability												
Implementation & Integration	One time per initial implementation.		\$ 1,000					\$ 3,914				
Training	Included with Implementation											
Maintenance	Annually		\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 10,500	\$ 10,500	\$ 10,500	\$ 10,500	\$ 10,500
Support	Included in Maintenance											
Service Level Agreement												
Updates/Upgrades	Annually											
Test Environment	Requires a separate card production license and Atrium hosted card production database.											
Documentation (e.g., User Guides, System	Included with software											
Admin Manual, Release Notes, etc.)												
Other (Please Explain)												
					Pricing by Yea	r			Prici	ing by Year		
Hardware	How is this item priced?	Additional notes or relevant information.	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5
Card Type		As a non-proprietary platform the client is free to use whatever card type they desire including mag stripe, barcode, Prox (low frequency), Mifare (NFC) and ICLASS (NFC).										
Card Production Type		, ,										

SOURCING ALLIANCE ONE CARD RFP #2019.1

CARDS CARD PRODUCTION PRICING

Card Printers (x2)	We will need 2 card printers for card production.	\$ 8,500			\$ 14,300			
	Atrium is quoting two (2) Printers, Fargo 55438,							
	DTC4500e Dual-Sided Printer with Single Sided							
	Lamination Module, With ISO Magnetic Stripe							
	Encoder, With an HID iCLASS SE, iCLASS,							
	MIFARE/DESFire and HID PROX (Omnikey							
	Cardman 5127). USB 2.0 and Ethernet, Locking							
	Dual-Input / Output Card Hoppers, Full Color Printer, 32 MB Memory, 100-240 VAC, Prints on							
	Cards 9-40 mil Thick.							
	ourds 7 40 mm mick.							
	The Fargo Standard Limited Warranty Includes							
	Three (3) years of the Depot Repair Program							
	(Parts, Labor Repair, and Printhead (Including							
	One (1) Time - No Evaluation Required Printhead							
	Replacement) and One (1) Year of the Loaner							
	Program. For full description and geographic							
	restrictions, request the ColorID-Fargo Warranty							
	Guide from your Account Manager.							
Installation & Integration								
Training								
Maintenance - Option 1	Rapid replacement plan. Will we get a	\$ 1,700						
	referbished or new hardware?							
	At outre part CHOICE CELECT Warrants are be							
	At extra cost CHOICE SELECT Warranty can be							
	provided for two (2) Fargo DTC4500e's, ColorID							
	Upgrade Warranty, Dual Sided Printer, Upgrades Second and Third Year of Factory Warranty to							
	include On-Call Express. For full description and							
	geographic restrictions, request the ColorID							
	Fargo Warranty Guide from your Account							
	Manager.							
Maintenance - Option 2	Rapid replacement plan. Will we get a	\$ 3,250						
	referbished or new hardware?							
	At extra cost a CHOICE SELECT Warranty can be							
	provided for the two (2) Fargo DTC4500e's,							
	Extended Full Service Warranty, Dual Sided Printer, 4 Year ColorID Full Service (Parts and							
	Labor, excluding Printhead), With On-Call							
	Express. Purchase of this Warranty during Year 1							
	of printer ownership will provide Four (4) Years							
	of the Depot Service and Loaner Program, from							
	the Date of Printer Purchase. For full description							
	and geographic restrictions, request the ColorID							
	Fargo Warranty Guide from your Account							
1	Manager.							
	•	I	1					
Support Service Level Agreement							l l	
Service Level Agreement				1				
Service Level Agreement Updates/Upgrades Test Environment								
Service Level Agreement Updates/Upgrades								
Service Level Agreement Updates/Upgrades Test Environment Documentation (e.g., User Guides, Admin		\$ 18,450		Total	\$ 65 \$ 36,279			Total

SOURCING ALLIANCE ONE CARD RFP #2019.1

CARDS CARD PRODUCTION PRICING

Total 5 year difference -\$ 55,829

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You may reference and attach spec sheets, pricing schedules, and more detailed desc <u>Column B</u> identifies the specific components of your offering to price. If you would like Issuers have provided one line as a placeholder; if your company would like to offer 1 Issuers clearly understand what is being priced.

<u>Column C</u> requests information about how each component is priced for Sourcing All hardware.

<u>Column D</u> provides space to include any additional notes or relevant information abc <u>Columns E-F</u> provide space to price that component by year for five years. For some based on the requirements in the RFP. Other items (such as training or implementation other items (such as hardware or maintenance) could be priced on a per unit or per content the "Any Other Costs Related to the System" section is included for you to identify a or could be charged to Sourcing Alliance Members.

Software Solution

Access Control System Subscription <u>(Hosted)</u> - Includes Enterprise Software, Web Client Add On, Client 5 Pack Add On, Import Export Add On, Notification Add On, for up to 64 readers

Access Control System Hardware Required Up Front - [5] LP1502, [5] LifeSafety Power Enclosures, [10] Battery Backups for Enclosures, [11] Lenel Conversion

All add on options are availble with the RS2 hosted solution, however each item w

Additional Module - E-Client (single)

Additional Module - E-Client-5P / (RS2 offers Client packs in 10, 25, 50, and 100 packs) pricing available upon request

Additional Module - E-DVR-MFG (single)

Additional Module - E-DVR-5P / (RS2 offers DVR Interface License packs in 10, 25, 50, and 100 packs) pricing available upon request
Additional Module - E-INTCM
Additional Modula, F. INTCM ED / (DC2) offers Intersem Interface License neeks in
Additional Module - E-INTCM-5P / (RS2 offers Intercom Interface License packs in 10, 25, 50, and 100 packs) pricing available upon request
Additional Module - E-BADGE
Additional Module - E-BIO
Additional Module - E-COMPANIES
Additional Modules - E-DATAEXCHG
Additional Modules - E-ENCODE
Additional Modules - E-IMPEXP
Additional Modules - E-IP

Additional Modules - E-NOTIFY (This is included in the base price of this package)
Additional Modules - E-WBF
Additional Modules - E-WEB (This is included in the base price of this package)
Implementation & Integration
implementation & integration
Training
Maintenance
Support - RS2 Software Support Included In Direct Support Agreement Listed
Below as an Option
Support -Kelly Brothers
Service Level Agreement - RS2 DIRECT SUPPORT AGREEMENT
3
Service Level Agreement - Kelly Brothers
Updates/Upgrades
Test Environment (Warm License)
Documentation (e.g., User Guides, System Admin Manual, Release Notes, etc.)

are Solutio	1
Client-5P, E	rol System Subscription <u>(Non - Hosted)</u> - Includes ESSL25-Soft, E-W IMPEXP, E-Notify, [5] LP1502, [5] LifeSafety Power Enclosures, [10] Kups for Enclosures, [1] Lenel Conversion for up to 64 readers
Additional N	Module - E-Client (single)
	Module - E-Client-5P / (RS2 offers Client packs in 10, 25, 50, and 10 ag availible upon request
Additional N	Module - E-DVR-MFG (single)
	Module - E-DVR-5P / (RS2 offers DVR Interface License packs in 10, packs) pricing availible upon request
	·
50, and 100	·
50, and 100	packs) pricing availible upon request
50, and 100 Additional N	packs) pricing availible upon request
Additional N Additional N Additional N	packs) pricing availible upon request Module - E-INTCM Module - E-INTCM-5P / (RS2 offers Intercom Interface License packs) and 100 packs) pricing availible upon request
Additional Madditional Madditi	packs) pricing availible upon request Module - E-INTCM Module - E-INTCM-5P / (RS2 offers Intercom Interface License pack

Additional Module - E-COMPANIES
Additional Modules - E-DATAEXCHG
Additional Mediales & BATALEXONE
Additional Madules F FNCODE
Additional Modules - E-ENCODE
Additional Modules - E-IMPEXP
ALPR IAA II EID
Additional Modules - E-IP
Additional Modules - E-NOTIFY (This is included in the base price of this package)
Additional Modules - E-WBF
Additional Modules - E-WDF
Additional Modules - E-WEB (This is included in the base price of this package)
Implementation 9. Integration
Implementation & Integration
T
Training
Maintenance

Support -Kelly Brothers	
	t - RS2 DIRECT SUPPORT AGREEMENT
Service Level Agreemen	t - Kelly Brothers
Updates/Upgrades	
Test Environment (Warn	m License)
Documentation (e.g., Us	ser Guides, System Admin Manual, Release Notes, etc.)
Other (Dieses Fundsin)	
Other (Please Explain)	
	HARDWARE
ware	
Card Reader	
Card Reader - Mullon Me	ount
oura reader manori m	
odra Noddor - Wallon W.	

Card Reader - Single Gang Keypad
Other Hardware Item
Installation & Integration
Training
Maintenance
Support
Service Level Agreement
Updates/Upgrades
Test Environment
Documentation (e.g., User Guides, Admin Manual, Release Notes, etc.)
Other (Diagon Funicia)
Other (Please Explain)

Any Other Costs Related to Access Control
Additional Cost/Component

<u>C</u> and leave the remainder of that row blank. Mark any component for which there is no additional charge row blank.

priptions of particular components as part of your Cost Proposal.

ce to submit quotes for several different options you can copy and insert on a separate line and fill in the re 10 different options, insert nine additional rows, one for each reader, for a total of 10 rows of options. Plea

iance Members. For example, how a subscription for hosted software is priced on a per seat or per patron

out that particular component that would be helfpul for the Issuers in scoring your proposal.

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any additional costs or additional components that are not already identified in Column B. Respondents mu

HOSTED SOLUTION - SOFTWARE

How is this item priced?	Additional notes or relevant information.	Year 1
Monthly (software only) - \$625/month	YSU would like a hosted solution	\$ 7,500
One Time Charge		\$ 11,870

ill need to be looked at on an individual basis because the professional services required to set up each of factors, set up time, etc.

Monthly	Optional single add on client license - RS2	TBD
	Technologies licenses clients concurrently	
Monthly	Optional five pack add on client license - RS2 Technologies licenses clients concurrently	TBD
Monthly	Optional add on DVR interface client license. Supports unlimited digital video recorders and cameras (please refer to rs2tech.com website for supported video manufacturers https://rs2tech.com/RS2WebApp/Products/ PartnerIntegrations/DVR	TBD

Monthly	Optional five pack add on DVR interface	TBD
Worthing	client license. Supports unlimited digital	טטו
	video recorders and cameras (please refer to	
	rs2tech.com website for supported video	
	manufacturers	
	https://rs2tech.com/RS2WebApp/Products/	
D. 4	PartnerIntegrations/DVR	TDD
Monthly	Optional add on intercom interface client	TBD
	license. Supports unlimited intercoms.	
	Supports the Zenitel AlphaCom - IP and	
	analog Intercom Server System	
Monthly	Optional five pack add on intercom interface	TBD
	client licenses. Supports unlimited	
	intercoms. Supports the Zenitel AlphaCom -	
	IP and analog Intercom Server System	
Monthly	Optional system site wide license enabling	TBD
,	the capturing and printing of ID badges	
Monthly	Optional system site wide license enabling	TBD
	the use of biometric readers. Current	
	Biometric integrations include Suprema (via	
	BioConnect), ZKAccess, Invixium	
Monthly	Optional system site wide license enabling	TBD
Worthing	the use of companies. Companies are used	100
	to control access to or partition cardholders,	
	cards and access levels.	
Monthly	Optional system site wide license enabling	TBD
Worthing	the use of data exchange packages to	וטט
	manually or automatically add, modify, or	
	delete cardholder/card records via external	
	data sources. Supported data sources:	
	Microsoft Access, Microsoft Active	
	· · · · · · · · · · · · · · · · · · ·	
	Directory, Microsoft Excel, Microsoft SQL	
	Server, and Text File (see data sheet	
N.A L	provided)	TDD
Monthly	Optional system site wide license enabling	TBD
N.A L	the encoding of smart cards	TDD
Monthly	Optional system site wide license enabling	TBD
	the manual importing, exporting, and	
	updating or cardholders and cards.	
	Supported data sources: Microsoft Access,	
	Microsoft Excel, Microsoft SQL Server, Text File.	
Monthly	Optional system site wide license enabling	TBD
onung	the use of IP locksets - Enables support for	.55
	• • • • • • • • • • • • • • • • • • • •	
	Assa Abloy IP locksets	

Monthly	Ontional system site wide license enabling	¢
Monthly	Optional system site wide license enabling	\$ -
	the ability for email, text, and alpha-numeric	
	paging of alarm and event notifications, and	
	emailing reports	
Monthly	Optional system site wide license enabling	TBD
	the option to add barcodes and QR codes to	
	badge types	
Monthly	Optional system site wide license enabling	\$ -
	the use of web clients. Includes device	
	aware mobile interface	
By connection required. See ala carte list.	Integrate into current systems on campus	
	If YSU want to integrate RS2 into current	
	systems YSU will need to pick from the ala	
	carte list provided. For instance if YSU want	
	to integrate RS2 with the Bosch DVR system	
	the E-DVR option is required. If YSU want to	
	integrate RS2 with active directory the E-	
	3	
Cook and ware costing	DataEch option is required.	
See hardware section		
See hardware section		
By scope of project		
Included		
Annual based on the Base Software License only.	A direct support agreement (DSA) provides	\$ 6,745
, and the second	the end user with the ability to contact the	
Price is same for Hosted and Non-Hosted	RS2 Technical Support team directly with	
Options	Access It! Universal.Net software related	
Орнонз	issues. All version updates and upgrades are	
	· · · · · · · · · · · · · · · · · · ·	
	included at no additional charge. This price	
	is based on the price of the base license	
	ONLY!!!!	
		N/A
Only needed if Direct Support Agreement is <u>NOT</u>	-	N/A
Purchased and is only needed when major	versions are given at no cost from RS2	
version releases come out		
One time fee	Direct replication of the campus'	\$ 1,600
	"Production " license	
No charge	All documentation is availible via	\$ -
J.	RS2tech.com, software manual is embeded	•
	into the installation of the software. Also if	
	you hit the "F1" key anywhere from inside	
	the software you will get taken to a detailed	
	help file	

I	

ON-HOSTED SOLUTION - SOFTWARE

How is this item priced?	Additional notes or relevant information.	Year 1
One time fee	YSU would like a hosted solution	\$ 35,895
One time fee	Optional single add on client license - RS2 Technologies licenses clients concurrently	\$ 1,600
One time fee	Optional five pack add on client license - RS2 Technologies licenses clients concurrently	\$ 6,400
One time fee	Optional add on DVR interface client license. Supports unlimited digital video recorders and cameras (please refer to rs2tech.com website for supported video manufacturers https://rs2tech.com/RS2WebApp/Products/PartnerIntegrations/DVR	\$ 1,600
One time fee	Optional five pack add on DVR interface client license. Supports unlimited digital video recorders and cameras (please refer to rs2tech.com website for supported video manufacturers https://rs2tech.com/RS2WebApp/Products/PartnerIntegrations/DVR	\$ 6,400
One time fee	Optional add on intercom interface client license. Supports unlimited intercoms. Supports the Zenitel AlphaCom - IP and analog Intercom Server System	\$ 1,600
One time fee	Optional five pack add on intercom interface client licenses. Supports unlimited intercoms. Supports the Zenitel AlphaCom - IP and analog Intercom Server System	\$ 6,400
One time fee	Optional system site wide license enabling the capturing and printing of ID badges	\$ 1,600
One time fee	Optional system site wide license enabling the use of biometric readers. Current Biometric integrations include Suprema (via BioConnect), ZKAccess, Invixium	\$ 1,600

One time fee	Optional system site wide license enabling	\$ 3,200
	the use of companies. Companies are used	, 0,-00
	to control access to or partition cardholders,	
	cards and access levels.	
One time fee	Optional system site wide license enabling	\$ 9,600
	the use of data exchange packages to	,
	manually or automatically add, modify, or	
	delete cardholder/card records via external	
	data sources. Supported data sources:	
	Microsoft Access, Microsoft Active	
	Directory, Microsoft Excel, Microsoft SQL	
	Server, and Text File (see data sheet	
	provided)	
One time fee	Optional system site wide license enabling	\$ 1,600
	the encoding of smart cards	, , , , , , , ,
One time fee	Optional system site wide license enabling	\$ 1,600
	the manual importing, exporting, and	,
	updating or cardholders and cards.	
	Supported data sources: Microsoft Access,	
	Microsoft Excel, Microsoft SQL Server, Text	
	File.	
One time fee	Optional system site wide license enabling	\$ 1,600
	the use of IP locksets - Enables support for	,
	Assa Abloy IP locksets	
One time fee	Optional system site wide license enabling	N/A
	the ability for email, text, and alpha-numeric	
	paging of alarm and event notifications, and	
	emailing reports	
One time fee	Optional system site wide license enabling	\$ 1,600
	the option to add barcodes and QR codes to	
	badge types	
One time fee	Optional system site wide license enabling	N/A
	the use of web clients. Includes device	
	aware mobile interface	
By connection required. See ala carte list.	Integrate into current systems on campus	
	If YSU want to integrate RS2 into current	
	systems YSU will need to pick from the ala	
	carte list provided. For instance if YSU want	
	to integrate RS2 with the Bosch DVR system	
	the E-DVR option is required. If YSU want to	
	integrate RS2 with active directory the E-	
	DataEch option is required.	
See hardware section		
See hardware section		

By scope of project		
Included		
Annual based on the Base Software License only.	A direct support agreement (DSA) provides the end user with the ability to contact the	\$ 6,745
Price is same for Hosted and Non-Hosted Options	RS2 Technical Support team directly with Access It! Universal.Net software related issues. All version updates and upgrades are	
	included at no additional charge. This price is based on the price of the base license ONLY!!!!	
		N/A
Only needed if Direct Support Agreement is NOT	All minor version releases within the major	N/A
Purchased and is only needed when major version releases come out	versions are given at no cost from RS2	
One time fee	Direct replication of the campus' "Production " license	\$ 1,600
No charge	All documentation is availible via RS2tech.com, software manual is embeded into the installation of the software. Also if you hit the "F1" key anywhere from inside the software you will get taken to a detailed help file	\$ -

AME FOR HOSTED AND NON-HOSTED SOFTWARE

How is this item priced?	Additional notes or relevant information.	Year 1
	We would like to first integrate all the	
	readers that we already have in place. No	
	readers were priced as a part of this project.	
	We can reuse the existing readers and	
	depending on what the migration	
	technology will be can provide reader costs	
	for moving forward	
Per Card Reader - Quantity of 1 Shown in Year 1.	aptiq Multi-Technology Mullon Mount	
YSU will need to multiply by the total number		
desired.		
Per Card Reader - Quantity of 1 Shown in Year 1.	aptiq Multi-Technology Single-Gang Mount	
YSU will need to multiply by the total number		
desired.		

Per Card Reader - Quantity of 1 Shown in Year 1	. aptiq Multi-Technology Single-Gang Keypad	
YSU will need to multiply by the total number	Mount	
desired.		
One time Charge	Because of the vast possibilities of field	TBD
	conditions that may exist per opening	
	requiring electronic access control, this will	
	have to be priced on a per door basis	
By the scope of each project	Integrate into current systems on campus	\$ 16,480
	If YSU want to integrate RS2 into current	
	systems YSU will need to pick from the ala	
	carte list provided. For instance if YSU want	
	to integrate RS2 with the Bosch DVR system	
	the E-DVR option is required. If YSU want to	
	integrate RS2 with active directory the E-	
	DataEch option is required.	
Included with Installation & Integration	Butuzeri optiori is required.	
Included with Installation & Integration		
Included with Installation & Integration		
N/A		
See software section		
Included		
No charge	All documentation is availible via	\$ -
- 1.5 5.14.1 go	RS2tech.com, software manual is embeded	T
	into the installation of the software. Also if	
	you hit the "F1" key anywhere from inside	
	the software you will get taken to a detailed	
	help file	
	The first the same of the same	

How is this item priced?	Additional notes or relevant information.	Year 1
Varies / Need more Info		

as "Included" in Column C, identify in

emainder of each row accordingly. The se be specific with your notes so the

basis or an X% discount from list for

cific to Youngstown State University your business model is structured. Still

ıst fully disclose any costs that will be

Year 2	Year 3	Year 4	Year 5
\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500
\$ -	\$ -	\$ -	\$ -

ption will vary due to owner network

\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -

\$	\$ \$	\$
-	-	-
\$	\$ \$	\$
-	-	-
\$	\$ \$	\$
-	-	-
\$	\$ \$	\$
-	-	-

\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ 6,745	\$ 6,745	\$ 6,745	\$ 6,745
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
\$ -	\$ -	\$ -	\$ -

Year 2	Year 3	Year 4	Year 5
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

			_
\$ 6,745	\$ 6,745	\$ 6,745	\$ 6,745
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
\$ -	\$ -	\$ -	\$ -

Pricing by Year

Y	Year 2		ear 3	Ye	ear 4	Υe	ear 5
\$	260	\$	-	\$	-	\$	-
\$	260	\$	-	\$	-	\$	-

		-			1 .	
\$	420	\$	-	\$ -	\$	-
\$	-	\$	-	\$ -	\$	-
\$	-	\$	-	\$ -	\$	-
-						

Pricing by Year

Year 2	Year 3	Year 4	Year 5

This Agreement entered into as of the date of Month in the year of year.

GROUP PURCHASING AGREEMENT

between

Cooperative Council of Governments 6001 Cochran Road, Suite 333 Cleveland, Ohio 44139

and

Winning Supplier Street Address 1 Street Address 2 City, State Zip

and

Collaborent Group, Ltd. 6001 Cochran Road, Suite 333 Cleveland, Ohio 44139 Commented [DA1]: Each area of the Agreement template that must be updated on a case-by-case basis is highlighted in yellow. Replace the highlighted text with the appropriate information and eliminate the yellow highlight. The easiest way to do that is double click on the highlighted text and simply type in the information – the highlight will disappear.

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THIS GROUP PURCHASING AGREEMENT (this "Agreement"), effective as of Month day, year (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"), Winning Supplier, a State corporation with its principal place of business at street address, City, State Zip ("Winning Supplier"), 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, Winning Supplier, 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, Winning Supplier sales representative training, and field sales support (collectively, "Collaborent Services").

Commented [DA2]: Defined terms are ("Bolded") for ease of reference when reviewing the Agreement.

Commented [DA3]: Insert the supplier trade name (e.g., Office Depot, Inc. becomes Office Depot). Do a search for "Winning Supplier" and replace with "Trade Name".

- I. CCOG and Collaborent 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 a request for proposal ("RFP") #2019.1 dated Month day, year for describe the products & services listed in the RFP (the "Products & Services"), and CCOG selected Winning Supplier as the lowest responsive and responsible bidder.
- **K.** Winning Supplier 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 Collaborent agree to make the Products & Services from Winning Supplier available to Sourcing Alliance Participants and Winning Supplier 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. Winning Supplier 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) <u>Appendix B</u> sets forth the Products & Services available to Participants under this Agreement and pricing.
 - (iii) Appendix C defines Winning Supplier's reporting requirements.
 - (iv) <u>Appendix D</u> 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 Winning Supplier Customer Agreements between Winning Supplier and a Participant who chooses to purchase Products & Services from Winning Supplier.
 - (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. <u>Terms in Appendices</u>. In all cases where the terms of this Agreement and any Appendices are in disagreement, the terms in the Appendix shall control.
- 2.3. <u>Utilization of Products & Services</u>. Purchases of the Products & Services from Winning Supplier 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 Winning Supplier. Winning Supplier 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.

Commented [DA4]: This Agreement is structured such that key business terms which may change or evolve are incorporated in Appendices; basic legal terms are included in the body of the Agreement. This structure allows the Parties to easily update business terms as conditions warrant without having to amend or restate the entire Agreement.

Commented [DA5]: All references to Sections and Appendices within this agreement are **Bolded & Underlined** for ease of reference.

Commented [DA6]: This Section included to protect Winning Supplier.

 $\label{lem:commented} \mbox{Commented [DA7]: } \mbox{This Section included to protect Winning Supplier.}$

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. Winning Supplier 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 Winning Supplier 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 Winning Supplier, 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. Winning Supplier authorizes CCOG and Collaborent to use Winning Supplier's trademarks and logos identified in Appendix D ("Winning Supplier Trademarks"). CCOG authorizes Winning Supplier to use CCOG's trademarks and logos identified in Appendix D ("CCOG's Trademarks"). Collaborent authorizes Winning Supplier 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) <u>Use of Name/Logo</u>. Winning Supplier authorizes CCOG and Collaborent to utilize Winning Supplier's Trademarks and name in standard communication, including correspondence, newsletters, and website material. CCOG and Collaborent respectively authorize Winning Supplier to utilize CCOG's Trademarks and Collaborent's Trademarks and name in standard communication, including correspondence, newsletters, and website material.

2.7. <u>Joint Prospecting</u>; Registration.

- (a) <u>Joint Prospecting</u>. The Parties agree to identify and jointly market the Services to prospective Participants ("Prospective Participants"). Such Prospective Participants will be listed in <u>Appendix I</u>, as updated from time to time upon the mutual written consent of Winning Supplier and Collaborent. Winning Supplier 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 Winning Supplier 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 <u>Appendix G</u>. Winning Supplier 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 Winning Supplier 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 <u>Appendix B</u>.
- (b) Registration. Prospective Participants may be identified jointly by Winning Supplier and Collaborent, by Winning Supplier and proposed to Collaborent, or by Collaborent and proposed to Winning Supplier. Winning Supplier 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 Winning Supplier 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. Winning Supplier will provide Collaborent with the name of the Winning Supplier branch and Winning Supplier

Commented [DA8]: This terminology included to protect all Parties.

Commented [DA9]: This Section included to protect all Parties.

Commented [DA10]: This Section included for practical and efficiency purposes. It is not reasonable to require prior, written consent for each use, web page update, collateral edit, etc.

Commented [DA11]: This Section included for practical and efficiency purposes to ensure Parties are explicitly authorized to market Products & Services and grow sales.

Commented [DJA12]: This Section clearly identifies the process to register potential Winning Supplier customers that will be subject to the terms of this Agreement and the payment of Administrative Fees.

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, Winning Supplier 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 Winning Supplier, and will not be or act as, or be deemed to be agents, employees, or representatives of Winning Supplier. Winning Supplier'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 Winning Supplier'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) <u>Winning Supplier Control</u>. As between the Parties, Winning Supplier will have sole and exclusive control over the manner in which Winning Supplier and its employees, subcontractors, and suppliers deliver the Products & Services. Winning Supplier will engage, employ, or subcontract with such individuals or other entities as it may deem necessary in connection therewith, provided, however, that Winning Supplier furnishes the types and quantities of Products & Services specified in <u>Appendix B</u> to all Participants purchasing Products & Services throughout the Term of this Agreement, and Winning Supplier executes its roles and responsibilities in accordance with <u>Appendix F</u> 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 Winning Supplier.
- (b) <u>Collaborent Control</u>. 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 <u>Appendix F</u> throughout the Term of this Agreement. Such individuals will not be considered employees or subcontractors of CCOG, Winning Supplier, or any Participant, and will be subject to employment or engagement, and discharge, discipline, and control solely and exclusively by Collaborent.
- (c) <u>Taxes</u>. 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. Winning Supplier 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 Winning Supplier or licensed to Winning Supplier by a third Party and incorporated into any sale of Products & Services ("Winning Supplier Systems and Methods"). As needed, Winning Supplier shall grant a limited license to all Participants subject to this Agreement to use Winning Supplier's Systems & Methods during

 ${\tt Commented\ [DA13]:\ This\ Section\ included\ to\ protect\ all\ Parties\ and\ is\ mutual.}$

Commented [DA14]: This Section included to protect Winning Supplier and Collaborent, both of which have operational responsibilities under this Agreement, and is mutual. CCOG is not included in this Section because CCOG is serving as the Public Sector Contract Holder and does not have day-to-day operational responsibilities.

Commented [DA15]: This Section included to protect Winning Supplier.

the Term of this Agreement and for the duration of any Customer Agreements established between Winning Supplier 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 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.

3.6. Indemnification

(a) Winning Supplier Indemnification. Except as otherwise provided herein and to the extent permitted by law, Winning Supplier shall indemnify, defend, and hold harmless ("Indemnifying Party") CCOG and Collaborent, 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.

Commented [DA16]: This Section included to protect all Parties and is mutual

Commented [DA17]: This Section included to protect all Parties and is mutual.

Commented [DA18]: This Section included to protect all Parties and is mutual, with the exception of "strict products liability", which only applies to Winning Supplier as the provider of Products &

- (b) <u>CCOG Indemnification</u>. Except as otherwise provided herein and to the extent permitted by law, CCOG shall indemnify, defend, and hold harmless ("Indemnifying Party") Winning Supplier, 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) <u>Collaborent Indemnification</u>. Except as otherwise provided herein and to the extent permitted by law, Collaborent shall indemnify, defend, and hold harmless ("Indemnifying Party") Winning Supplier, 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.

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 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) <u>Liability</u>. 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. Winning Supplier Insurance. During the Term of this Agreement, and for two (2) years following expiration or termination of this Agreement, Winning Supplier, at its own expense, will maintain and will require that its agents, subcontractors, or suppliers engaged in Winning Supplier'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, Winning Supplier's provision of Products & Services to Participants. CCOG, Collaborent, and their respective officers, directors,

 $\label{lem:commented} \mbox{ [DA19]: This Section included to protect all Parties and is mutual.}$

Commented [DA20]: This Section included to protect CCOG, Collaborent, and Participants.

employees, and agents will be named as additional insureds on Winning Supplier's related insurance policies. All such insurance policies will incorporate a provision requiring the giving of written Notice, as defined in <u>Section 3.13</u>, to CCOG and Collaborent at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier 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. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this <u>Section 3.8</u> are no longer applicable.

- 3.9. **Termination Rights**. The Parties will have the termination rights set forth below.
 - (a) <u>Insolvency</u>. 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) <u>Mutual Consent</u>. This Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.
 - (c) <u>Breach</u>. 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 <u>Appendix A</u> following the expiration of the thirty (30) day cure period.

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 Winning Supplier to Collaborent will cease as of the date of termination; Winning Supplier must nonetheless pay to Collaborent, or such other party as ordered by a court of competent jurisdiction, in full any Administrative Fee or other payments owed to Collaborent through the date of the termination.
- (b) Insolvency or Breach of Winning Supplier. Upon termination of this Agreement as a result of the insolvency of Winning Supplier as defined in Section 3.9 (a) or breach of Winning Supplier as defined in Section 3.9 (c), Winning Supplier must continue making Administrative Fee and other payments as set forth in Appendix G to Collaborent that are generated by individual Participant's utilization of the Products & Services throughout the term of each individual Participant's contract or Customer Agreement with Winning Supplier to the extent that Winning Supplier 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, Winning Supplier must continue to pay all Administrative Fees and other payments as set forth in Appendix G from each individual Participant for a period of either i) one (1) year from the date of termination, or ii) throughout the term of each individual Participant's contract or Customer Agreement with Winning Supplier, whichever is longer, to the extent that Winning Supplier continues to generate revenue from each Participant's utilization of the Products & Services following the expiration of this Agreement.

Commented [DA21]: This Section included to clearly define the circumstances under which this Agreement may be terminated.

Commented [DA22]: This Section provides incentive to Collaborent and CCOG to fully comply with the terms of the Agreement or forfeit ongoing Administrative Fees.

Commented [DA23]: This Section provides incentive to Winning Supplier to fully comply with the terms of the Agreement or suffer a financial penalty. Option 1 applies to Winning Suppliers who typically enter into customer agreements with Participants for a defined term. Option 2 applies to Winning Suppliers who typically provide Products & Services to Participants WITHOUT entering into a customer agreement.

Commented [DA24]: This Section ensures that Collaborent and CCOG continue to participate in ongoing revenue streams generated through customer agreements or customer relationships that i) were established using this Agreement as a contract vehicle, and ii) extend beyond the Term of this Agreement. This clause enables customer agreements or customer relationships established subject to this Agreement to extend beyond the Term of this Agreement, rather than be coterminous with this Agreement.

- (d) Mutual Written Consent. Upon termination of this Agreement as a result of the mutual written agreement of the Parties, Winning Supplier 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 for a period of either i) one (1) year from the date of termination, or ii) throughout the term of each individual Participant's contract or Customer Agreement with Winning Supplier, whichever is longer, to the extent that Winning Supplier continues to generate revenue from each Participant's utilization of the Products & Services.
- 3.11. Audit of Winning Supplier, CCOG and Collaborent shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier'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 Winning Supplier and so as not to unreasonably interfere with Winning Supplier'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 Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, 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 Winning Supplier may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Collaborent 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. <u>Modification.</u> 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

Commented [DA25]: This Section ensures that Collaborent and CCOG continue to participate in ongoing revenue streams generated through customer agreements or customer relationships that i) were established using this Agreement as a contract vehicle, and ii) extend beyond the Term of this Agreement. This clause enables customer agreements or customer relationships established subject to this Agreement to extend beyond the Term of this Agreement, rather than be coterminous with this Agreement.

Commented [DA26]: This Section included to protect CCOG, Collaborent, and Participants.

Commented [DA27]: This Section included to protect the Parties and Participants.

Commented [DA28]: This Section allows the Parties to provide Notice under traditional means. However, electronic communication is explicitly allowed for day-to-day business communications.

Commented [DA29]: This Section included to protect all Parties and is mutual

Commented [DA30]: Choice of law for this Agreement must be the State of Ohio because CCOG (as the Public Sector Contract Holder) is a political subdivision in Ohio subject to Ohio law.

Commented [DA31]: This Section included to protect all Parties and is mutual.

Commented [DA32]: This Section included to protect all Parties and is mutual.

violation of this <u>Section 3.17</u> 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. <u>Titles, Headings & Recitals</u>. 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) <u>Mediation</u>. 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) <u>Unsuccessful Mediation</u>. 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) <u>Privileged</u>. 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

Commented [DA33]: This Section included to protect all Parties and is mutual

Commented [DA34]: This Section included to protect all Parties and is mutual.

Commented [DA35]: This Section included to facilitate the execution of this Agreement.

Commented [DA36]: This Section included to protect all Parties and is mutual.

Commented [DA37]: This Section included to provide a clearly defined dispute resolution process that protects the Parties from potential costs of litigation.

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) <u>Joinder</u>. 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) Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Agreement or any subcontract, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier'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) Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier 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) Winning Supplier expressly agrees to include the provisions of this <u>Section 3.24</u> in each of its written Subcontractor agreements for the Products & Services subject to this Agreement.

[SIGNATURE PAGE TO FOLLOW]

Commented [DA38]: This Section includes "flow down" requirements applicable to any agreement between CCOG and a third-party vendor under Ohio Revised Code.

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.		WINNING SUPPLIER	
Ву:		Ву:	
Name:	Scott A. Morgan	Name:	
As:	CCOG Board President	As:	
Date:		Date:	
COLLAB	ORENT GROUP, LTD.		
Ву:		<u> </u>	
Name:	David J. Akers	<u></u>	
As:	President & CEO	<u> </u>	
Date:			

APPENDIX A: TERM OF AGREEMENT; NOTICES

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 five (5) years and expire on Month day, year (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 Winning Supplier:

Name Title Street Address 1 Street Address 2 City, State, Zip Facsimile: Email:

c. If to COLLABORENT:

Collaborent Group, Ltd. Attn: President & CEO 6001 Cochran Road, Suite 333 Cleveland, Ohio 44139 Facsimile: 440.337.0002

Email: <u>David.Akers@SourcingAlliance.org</u>

Commented [DA39]: The definition of the Term and the renewal language allows Winning Supplier, CCOG, and Collaborent tremendous flexibility to maintain a contractual relationship in the public sector space that is working effectively for all Parties, including Participants.

APPENDIX B: PRODUCTS & SERVICES; PRICING

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

Products & Services

Insert description of Products & Services. Clearly define and separate multiple categories or Product & Services offerings if applicable.

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

2. Pricing for Products & Services

[Alternative 1: include a written description of the pricing methodology, if applicable. For example, X% off wholesale price, or cost plus X%. This alternative applies when there is a clearly defined pricing model across the entire suite of offerings or within specific categories of offerings.]

[Alternative 2: incorporate by reference a separate pricing file. This alternative applies when Winning Supplier's pricing methodology is applied on a product by product or service by service basis, particularly across a large catalog of individual items or SKU's. Sample language: The pricing methodology for Products & Services is detailed in the following document, as may be updated from time to time upon the mutual written consent of Winning Supplier and Collaborent: Agreement – Winning Supplier and Sourcing Alliance (Appendix B - Pricing) – Year.Month.Day.xlsx; this pricing may be customized for each Participant based on that Participant's unique needs and requirements for Products & Services. This spreadsheet is hereby incorporated within and made a part of this Agreement.]

Commented [DA40]: This Section is included for Winning Supplier to insert a description of the Products & Services subject to this Agreement. Typically, Sourcing Alliance works with suppliers to ensure that their entire catalog of products and/or portfolio of services are incorporated in this Agreement to enable Winning Supplier sales representatives to cross-sell Winning Supplier's full suite of offerings to current and future Public Sector customers.

Commented [DA41]: CCOG and Collaborent recognize that the suite of offerings made available by Winning Supplier will evolve over time. This language ensures that the definition of Products & Services can be appropriately updated to reflect Winning Supplier's then current suite of offerings available to Participants.

Commented [DA42]: The language in this Section is tailored to the specific Winning Supplier and the suite of offerings subject to this Agreement. Pricing is either embedded in this Appendix or attached and incorporated by reference.

A key element of most Sourcing Alliance contracts is that Winning Suppliers have some degree of pricing flexibility to ensure that individual Participants can receive the best value while recognizing that the specific needs and requirements for each individual Participant will likely vary and a one-size-fits all pricing methodology is not optimal.

APPENDIX C: WINNING SUPPLIER REPORTING REQUIREMENTS

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

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

On or before the 15th of each month, Winning Supplier shall provide reporting (the "Monthly Spend Report") regarding Participants' purchases of Winning Supplier'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 <u>Column B</u>, 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 <u>Column H</u>, Winning Supplier includes the customer or account number assigned by Winning Supplier 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. <u>Sourcing Alliance Administrative Fees (Columns V AH)</u>. The actual Administrative Fee calculation based on the Spend by Participant by month is listed in <u>Columns V AG</u>, with the year to date total in <u>Column AH</u>.

CCOG and Collaborent Audit of Winning Supplier Reporting.

CCOG and Collaborent, at their own expense, shall have the right to perform audits of Winning Supplier'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 Winning Supplier'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 Winning Supplier and as not to unreasonably interfere with Winning Supplier's business or operations.

3. Monthly Prospective Participant Reporting.

On or before the fifteenth of each month, Winning Supplier shall provide Collaborent with a sales pipeline report (the "Pipeline Report") that includes the current status of Winning Supplier's sales efforts with each Prospective Participant subject to this Agreement. Winning Supplier 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 Winning Supplier sales representative assigned to the Prospective Participant, and the last and next step in the process.

Commented [TJ43]: Section not relevant for bid solely on Youngstown. This can be discussed if we contet full Sourcing Alliance.

Commented [TJ44]:

Commented [DA45]: Reporting of Spend by Participant and the associated Administrative Fees is critical as CCOG is a public sector entity and is subject to annual audits by the Auditor of State. Additionally, for purposes of marketing and sales strategy and execution, as well as revenue sharing with Association Partners, Collaborent imports Spend and Administrative Fee information on a per Participant, per month basis into its Customer Relationship Management system. The reporting structure outlined in this Section 1 has been developed to meet CCOG and Collaborent's audit, internal operational, and revenue sharing requirements.

 $\label{lem:commented} \mbox{Commented [DA46]: This Section included to protect CCOG} \mbox{ and Collaborent.}$

Commented [DA47]: This Section included to ensure ongoing open communication between Winning Supplier and Collaborent is it relates to the status of sales efforts with each Prospective Participant.

APPENDIX D: TRADEMARKS & LOGOS

This $\underline{Appendix} \, \underline{D}$ lists the trademarks and logos subject to this Agreement per the terms of $\underline{Section \, 2.6}$. This $\underline{Appendix} \, \underline{D}$ may be modified and at any time with the mutual written consent of Winning Supplier and Collaborent.

1. Winning Supplier's Trademarks & Logos.

Word Marks:

Insert Winning Supplier's word marks

Stylized Marks & Logos:

~	stylleda Warks a Eegos.
Ĺ	Insert stylized Winning Supplier marks and logos
l	Insert stylized Winning Supplier marks and logos
ſ	Insert stylized Winning Supplier marks and logos
ſ	Insert stylized Winning Supplier marks and logos
ſ	Insert stylized Winning Supplier marks and logos
	Insert stylized Winning Supplier marks and 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:



Commented [DA48]: Insert any .gif, .jpg, or other files with logos and marks. One per row.

APPENDIX E: WINNING SUPPLIER CUSTOMER AGREEMENTS

The following documents are hereby incorporated by reference in this Agreement pursuant to <u>Section 2.3</u> of this Agreement

- Insert name of Winning Supplier standard customer agreement as amended for Participants
- Insert name of Winning Supplier standard customer agreement as amended for Participants
- Insert name of Winning Supplier standard customer agreement as amended for Participants
- Insert name of Winning Supplier standard customer agreement as amended for Participants
- Insert name of Winning Supplier standard customer agreement as amended for Participants

Commented [DA49]: This Section included to clearly identify the standard Winning Supplier customer agreements (if applicable), as amended by Winning Supplier and Collaborent, that Winning Supplier will utilize with Participants and Prospective Participants subject to this Agreement. These amended customer agreements will be utilized by Winning Supplier sales representatives with all Participants and Prospective Participants subject to this Agreement.

APPENDIX F: ROLES & RESPONSIBILITIES

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

1. Collaborent Services.

- 1.1. Supplier Sales Representative Training & Support. Collaborent will develop, subject to Winning Supplier approval, various sales training and marketing collateral. Collaborent will i) conduct periodic sales trainings with Winning Supplier 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 Winning Supplier, iii) attend at least one Winning Supplier 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 Winning Supplier 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 Winning Supplier'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 Winning Supplier's management and sales teams and upload legal, operating, sales, and marketing collateral to the appropriate repositories as agreed with Winning Supplier. Collaborent will provide access for Winning Supplier'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 Winning Supplier'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 Winning Supplier'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 Winning Supplier'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 Winning Supplier and Collaborent, to qualify prospects and grow Spend.
- 2. Winning Supplier Roles & Responsibilities.

- 2.1. <u>Contact Information</u>. Winning Supplier will provide Collaborent with the preferred email addresses, phone numbers (office & cell), and mailing addresses for Winning Supplier's sales representatives, and provide updated sales representatives' contact information to Collaborent on at least a quarterly basis.
- 2.2. <u>Training</u>. Winning Supplier's sales representatives will attend a minimum of two Collaborent training sessions per year.
- 2.3. Schedule of Winning Supplier Meetings. Winning Supplier will provide Collaborent with a schedule of Winning Supplier's sales and leadership meetings on at least an annual basis.
- 2.4. <u>Sales Leader Engagement</u>. Winning Supplier will assign a sales leader with authority to make and implement decisions related to the activities conducted by Winning Supplier pursuant to this <u>Appendix F</u>. The assigned sales leader and Collaborent's assigned primary point of contact for Winning Supplier will schedule and hold monthly conference calls to maintain consistent and open communication.
- 2.5. Winning Supplier's Sales & Implementation Roles. Winning Supplier will be responsible for i) training Collaborent team members on Winning Supplier and the Winning Supplier's Products & Services, ii) following up with Prospective Participants to initiate the sales process, iii) managing the implementation and utilization of Winning Supplier'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 Winning Supplier's Products & Services.
- 2.6. Marketing. Winning Supplier will incorporate information about the Products & Services into Winning Supplier's website and general collateral materials. Collaborent and Winning Supplier 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, Winning Supplier will provide Collaborent with a hosted catalogue or connection to Winning Supplier'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 Winning Supplier's Products & Services to the Association Partners' members.
- 2.8. Training for SA Call Center. Twice per year at a minimum, Winning Supplier 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. Winning Supplier 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. Winning Supplier 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 Winning Supplier's sales representatives.
- 2.9. <u>Sourcing Alliance Membership Agreement</u>. Winning Supplier 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 Winning Supplier customer pursuant to the terms of this Agreement.
- 3. <u>Campaigns.</u> On a case by case basis, the Parties will mutually agree to promote Winning Supplier'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. <u>Campaign Plans</u>. Collaborent and Winning Supplier 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 Winning Supplier for that Campaign. Collaborent will document and submit each Campaign Plan to Winning Supplier for review and written approval (including via email) prior to implementing any Campaign.
- 3.2. Marketing Materials. Collaborent and Winning Supplier 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. <u>Collaborent's Campaign Implementation Roles</u>. For each approved Campaign, Collaborent will be primarily responsible for i) producing and distributing any Campaign marketing materials per the Campaign Plan, ii) training Winning Supplier's sales teams to leverage this already procured contract for Products & Services with Public Sector Entities and Prospective Participants, and iii) supporting Winning Supplier'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 Winning Supplier through this Agreement.
- 3.4. Winning Supplier's Campaign Implementation Roles. For each approved Campaign, Winning Supplier will be primarily responsible for i) identifying and assigning Winning Supplier sales representatives to Prospective Participants, ii) scheduling training sessions for Collaborent to train assigned Winning Supplier 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. <u>Joint Sales Calls</u>. If agreed upon by Winning Supplier 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 Winning Supplier 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, Winning Supplier will provide Collaborent with a report summarizing Winning Supplier's activities and the pipeline status for Prospective Participants and the sale of Winning Supplier's Products & Services. Within a reasonable period of time (not to exceed three (3) business days), Winning Supplier shall communicate to Collaborent the successful closing of any Prospective Participant sales opportunities for the purchase of Winning Supplier's Products & Services (including details such as the closing date, term of the customer agreement if applicable, and the estimated annual Spend).
- 3.7. <u>Cost Sharing</u>. Collaborent and Winning Supplier 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 Winning Supplier for review and approval prior to incurring such Campaign Costs. On a monthly basis, Collaborent will invoice Winning Supplier 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, Winning Supplier will remit to Collaborent an administrative fee payment (the "Administrative Fee") of written number percent (number) of the total Winning Supplier revenue (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.

2.1. Rebates or Other Payments.

Insert rebate or other payment language as agreed.

3.2. Sales Representative Compensation Model.

Winning Supplier will eliminate any penalties, disincentives, or deductions for Winning Supplier 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. Winning Supplier shall absorb the Administrative Fees "below the line." Winning Supplier 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.

Commented [DA50]: We establish our Administrative Fee as 20% of Winning Supplier's blended gross margins on the Products & Services available to Participants under this Agreement. For example, if Winning Supplier's blended gross margins are 25%, then the Administrative Fee would be a flat fee of 5% of Winning Supplier revenue invoiced the prior month. If Winning Supplier's blended gross margins are 10%, then then the Administrative Fee would be a flat fee of 2% of Winning Supplier revenue invoiced the prior month. We use a flat percentage so that our interests are aligned with that of the Winning Supplier. As your revenue grows so does our revenue (we increase our revenue together).

Commented [DA51]: It is critical for the success of the Winning Supplier/Sourcing Alliance relationship to ensure that sales representatives are not dis-incentivized to work with Sourcing Alliance in closing business under this Agreement.

APPENDIX H: PRIMARY POINTS OF CONTACT

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

1. Collaborent's Points of Contact.

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

2. Winning Supplier's Points of Contact.

Role	Lead Contact	Title	Email	Direct Dial/Cell
Relationship Manager				
Sales				
Marketing				
Reporting				
Administrative Fees &				
Other Payments				
Contract & Legal Issues				
Customer Service				
Delivery				
Account Maintenance				
eCommerce				

APPENDIX I: PROSPECTIVE PARTICIPANTS

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

• Agreement Template - Supplier and Sourcing Alliance (Group Purchasing) - (Appendix I - Prospective Participants).xlsx