



Fluxx Labs, Inc. 2261 Market Street #4060, San Francisco CA, 94114

Software as a Service Order

This Software as a Service Order ("**Order**") is entered into by and between Fluxx Labs, Inc. ("**Fluxx**") and the Customer identified in the table below ("**Customer**") and is effective as of the date set forth below ("**Effective Date**"). This Order, together with the attached Software as a Service Terms, all Addenda attached thereto or referenced therein and each Statement of Work and attachments thereto sets forth the terms under which Customer is granted the limited right to access remotely and use Fluxx's proprietary grants management system and the related services identified in the Order.

Customer			
Customer Legal Name and Contact Information	Florida Sports Foundation 101 N Monroe St #1000, Tallahassee, FL 32301		
Effective Date for Order	01-Aug-2023		
Signatory Contact	Angela Suggs	850-577-7203	asuggs@playinflorida.com
Billing Contact	Eddie Price	850-577-7208	eprice@playinflorida.com
Annual Subscription Licenses and Fees			
Subscription	Annual subscription to remotely access and use Fluxx, includes hosting and ongoing support. Unlimited users and data usage. Unlimited access for one year after contract signature to the self-guided training on Fluxx University platform.		
Subscription Start Date	01-Aug-2023	Subscription Term	Three (3) Years
Authorized Territory	United States		
Annual Subscription Fees Fluxx Grantmaker Plus Add Ons: -Netsuite Integration	Year 1 Subscription Fee (01-Aug-2023 through 31-Jul 2024)	Year 1 Subscription Fee invoiced on the Subscription Start Date	USD \$25,000
	Year 2 Subscription Fee (01-Aug-2024 through 31-Jul 2025)	Year 2 Subscription Fee invoiced on first anniversary of contract	USD \$25,000
	Year 3 Subscription Fee (01-Aug-2025 through 31-Jul 2026)	Year 3 Subscription Fee invoiced on second anniversary of contract	USD \$25,000
Payment Terms	Net 30 from date of invoice		
SOW Service	Description	Payment	Price
Onboarding Plus Add Ons: - Netsuite - Data Migration	One-time fee for onboarding services outlined in Exhibit 1 - Statement of Work	50% of total onboarding cost invoiced upon Effective Date;	USD \$23,069
		50% invoiced 30 days following Effective Date**	USD \$23,069

-Support Transition (10 hours) -Calculator Buildout (Dynamic Model and Custom code)			
Payment Terms	Net 30 from date of invoice		
Pricing Validity	The pricing contained in this contract contains special discounts that are only valid until 31st July 2023.		

*** Customer shall reimburse all reasonable and actual travel related expenses for activities conducted in person at Customer's offices as it relates to Fluxx fulfilling the onboarding services. Expenses that are approved in writing prior to being incurred will be invoiced in the month incurred at actual incurred amount and subject to Customer's consultant travel policy.*

Terms & Conditions


IMPORTANT: THE PERSON EXECUTING THIS ORDER ON BEHALF OF THE CUSTOMER (THE "**CUSTOMER SIGNATORY**") HEREBY ACKNOWLEDGES AND CONFIRMS THAT: (A) CUSTOMER SIGNATORY HAS FULL AUTHORITY FROM THE CUSTOMER TO BIND THE CUSTOMER TO ALL TERMS AND CONDITIONS OF THE AGREEMENT; (B) THE AGREEMENT IS COMPRISED OF THE ORDER, ALL OF THE SOFTWARE AS A SERVICE TERMS AND ALL ADDENDA AND EXHIBITS INCLUDED OR REFERENCED THEREIN AND AVAILABLE AT [HTTPS://WWW.FLUXX.IO/MSA_1_11_2023](https://www.fluxx.io/msa_1_11_2023) (THE "**TERMS**"), WHICH ARE HEREBY INCORPORATED BY REFERENCE, TOGETHER WITH ALL STATEMENTS OF WORK MUTUALLY EXECUTED BY THE PARTIES; (C) CUSTOMER SIGNATORY HAS READ AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS OF THE ENTIRE AGREEMENT; (D) CUSTOMER AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT; AND (E) CUSTOMER ACKNOWLEDGES THAT THE LINKED TERMS, INCLUDING WITHOUT LIMITATION THE ADDENDA AND EXHIBITS INCLUDED OR REFERENCED THEREIN, ARE THE LEGAL EQUIVALENT OF A SIGNED, WRITTEN CONTRACT BETWEEN FLUXX LABS, INC. AND CUSTOMER.

IF CUSTOMER SIGNATORY DOES NOT ACKNOWLEDGE AND CONFIRM ALL OF THE ABOVE, OR IF THE CUSTOMER WHOM CUSTOMER SIGNATORY REPRESENTS IS NOT WILLING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT OR DOES NOT ACKNOWLEDGE THE LEGALLY BINDING NATURE OF THE CONTRACT ESTABLISHED BY THE TERMS, THEN CUSTOMER SIGNATORY MUST NOT EXECUTE THE ORDER AND NO AGREEMENT IS FORMED BETWEEN FLUXX LABS, INC. AND CUSTOMER.

Upon signature by both parties, this Order is legally binding and incorporates by reference the attached Software as a Service Terms (including all Addenda attached thereto or referenced therein, such as the Fluxx Privacy Notice) and any other exhibits or attachments. If you are entering into this Order on behalf of a legal entity, you represent that you have authority to bind the Customer hereto.

Customer - Florida Sports Foundation

Name: Angela Suggs


DocuSigned by:
Signature: 
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Title: CEO

Date: 7/27/2023

Fluxx Labs, Inc.

Name: James Freshwater

DocuSigned by:
Signature: 
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Title: Chief Revenue Officer

Date: 7/27/2023

Exhibit 1: Statement of Work for Onboarding and Related Services

This Statement of Work for Onboarding and Related Services ("**SOW**") is entered into as of the 1st day of August, 2023 ("**SOW Effective Date**") in connection with that certain Software as a Service Order entered into by and between Fluxx Labs, Inc. ("**Fluxx**") and Florida Sports Foundation ("**Customer**"), dated August 1st, 2023 (the "**Agreement**").

This SOW describes the Onboarding services or other services to be provided by Fluxx to the Customer in connection with the Agreement. Any initially capitalized terms used but not otherwise defined in this SOW shall have the meaning ascribed to such terms in the Agreement.

1. Engagement and Duties

- a. Fluxx will provide services to Customer, as such services are described in this SOW (the "**Services**"). During the term of this SOW, Fluxx shall provide to Customer, on a non-exclusive basis, configuration and training services, as and to the extent requested by Customer from time-to-time. Fluxx shall be available to work at reasonable times and for reasonable periods of time and will use Fluxx's commercially reasonable efforts to perform such that the results are satisfactory to Customer.
- b. Services and Deliverables will be resources and delivered by the following teams:
 - i. The "Fluxx Project Team" will be comprised of resources who possess a combination of operational capabilities (project management, onboarding processes, and business analysis) and specialized technical capabilities (product configuration, system testing and validation, data migration, engineering, and quality assurance).
 1. Subcontractors. Fluxx may, from time to time, use subcontractors to perform certain of Fluxx's obligations under this Agreement, provided that (i) at all times during which the subcontractor is providing services on behalf of Fluxx for Customer, Fluxx and the subcontractor are parties to a written agreement that requires that the subcontractor comply with all applicable terms and conditions required by this Agreement and (ii) Fluxx remains responsible to Customer for the performance of the Services that are subcontracted under this Agreement to the same extent as if such Services were performed by Fluxx itself.
 - ii. The "Customer Project Team" can include, but is not limited to: Project Manager, Business Analyst, Systems/Data Expert, Grants Manager. We recommend a minimum of one team member and systems expert(s) required, with additional subject matter experts who can be involved throughout the project timeline to inform and validate system configuration requirements.
 - iii. The "Core Project Team" will refer to the Fluxx Project Team and the key designated Customer contributors and stakeholders. The Core Project Team will meet regularly to co-operate and progress through the Scope of Work and Services Deliverables.

2. Onboarding Approach and Process

- a. **Onboarding Project Phases:**
 - i. *Design and Blueprint.* Onboarding approach includes the collection of requirements, forms, and workflows that will occur from sales throughout onboarding starting from our Grantmaker best practice solution template.
 - ii. *Configuration and Build.* Initial site build will consist of configuration of outlined scope including collected requirements.
 - iii. *Cycles.* Refinement approach consists of a cycle-based, iterative process after initial configuration and build. Each cycle will consist of a review of outlined scope, demos, customer testing, validation and refinement to finalize the system.
 - iv. *Launch preparation and Go-Live.* Prior to and in preparation of go-live, Core Project Team will complete end-to-end system validation and launch readiness activities for final sign-off and system go-live.

- v. *Support Transition.* Upon completion of scoped deliverables (go-live milestone), project will move into a 30-day Support Transition period. There will be a weekly 1 hour meeting cadence during this transition period. Customer will begin to utilize the Support ticket management Jira system for any issues or bugs found during this time.

b. Project Time Commitment and Timeline

- i. The Customer Project Team will be involved for the complete duration of the project term. Their involvement will provide consistency and expertise across the project timeline.
- ii. Throughout onboarding, Customer Project Team can expect the following time commitment:
 - 1. Approximately three (3) to six (6) month onboarding project timeline.
 - a. Any selected add-ons can increase project duration and potentially be delivered after system go-live.
 - b. Timeline is an estimate and can vary based on resource availability.
 - 2. Customer Project Team should expect to dedicate 20-75% of their time during the *Refinement Cycles* and *Launch Preparation* phases to prepare for go-live (depending on their role).
- iii. Post Design and Blueprint phase, Customer and Fluxx Project Teams will agree upon a project timeline.
 - 1. Where appropriate, add-on features and related services will be incorporated into the overall project timeline. Customer and Fluxx will mutually agree on cases where add-on will be delivered post go-live.
- iv. If Customer has significant delays, missed deadlines or requests extension to the project timeline a Change Order, with additional costs, is required (*see section 6 for further detail on Change Management process*).

3. Scope of Work

HIGH LEVEL MILESTONES	DESCRIPTION
<p>Design and Blueprint</p>	<p>Document and confirm the customer’s personalizations for the solution set-up, user/people and permissions, processes, forms and workflow, data fields, and outputs.</p> <p>Requirements Confirmation. The Core Project Team will confirm the documentation provided by Customer during the sales process against system functionality - this can include current workflows, forms, and systems. For any gaps in documentation, the Fluxx Project Team may request supplemental information via a requirements workbook (provided by Fluxx) to define, assess, and finalize the blueprint. Discussion could include:</p> <ul style="list-style-type: none"> ● Review processes, forms, workflow, and data in line with the scoped agreement. ● Review outputs included to support Customers in grant processing and reporting - letter templates, emails alerts, data reports, and dashboards. ● Optimize process and forms to reflect potential opportunities to draw from industry best practices and align to Grantmaker functionality. ● Document initial onboarding blueprints for workflow management, copy requirements, and output templates. <p>Data Migration. Fluxx Project Team will present system data and document migration process to Customer. Customer begins data review and cleansing process to prepare for initial migration.</p> <p>Additional system integrations and add-ons: Core Project Team will review high level requirements and hold design discussions on integrations and additional Fluxx add-on functionality to the extent that it will impact project timeline and planning. See Appendix 1 for further description of the add-ons.</p> <p>Project Management & Timeline. Core Project Team will establish project engagement & communication expectations, risk mitigation strategy, and other guiding principles to support a successful implementation. This may include additional discussion on project workstreams to inform and incorporate into the overall project timeline. Upon completion of the Design and Blueprint phase, the Core Project Team will collaborate to finalize the project timeline.</p> <p>Systems Used. All information received and generated as part of the <i>Design and Blueprint</i> will be stored in Fluxx’s secure technology ecosystem: Google Drive folders for documents, Rocketlane for project management, and Jira for ticketing.</p>
<p>Form and Workflow Configuration & Build</p>	<p>Fluxx Project Team will complete product configuration and site global settings for customer’s instance to finalize the forms and workflows outlined below. Fluxx Project Team will leverage a pre-configured best practice solution template in tandem with system design principles to address customer requirements in line with the Design and Blueprint phase.</p> <p>People and Organization Configuration</p> <ul style="list-style-type: none"> ● Configure standard organization form and up to ten (10) additional fields/components. <ul style="list-style-type: none"> ○ Banking Details management

- o Conflict of Interest tracking
- Configure standard user/contact form and up to ten (10) additional fields/components.
- Configure all user profiles, roles, and permissions.
 - o One (1) type of each standard profile (grantee, employee, auditor, consultant, super user)
 - o One (1) type of each standard role (grantee, grants management staff, consultant, program staff)

Workflow Configuration

- Up to two (2) registration approval tracks, comprised of up to four (4) distinct workflow steps.
- Up to one (1) organization approval/validation track, comprised of up to four (4) distinct workflow steps.
- Up to four (4) grant request approval tracks, comprised of up to ten (10) distinct workflow steps.
- Up to two (2) grantee report/requirements approval tracks, comprised of up to four (4) distinct workflow steps.
- One (1) payment approval track, comprised of up to ten (10) distinct workflow steps; this can include variations to support refunds, voided, and canceled payments.
- One (1) amendment approval track, comprised of up to four (4) distinct workflow steps; this can include variations to account for No Cost Extensions, Changes in Amount, Changes in Scope, and Changes in Staff.

Form Configuration (Pre-Award)

- Configure program budgeting capabilities.
 - o Track and maintain up to ten (10) funding sources.
 - o Build a budget hierarchy that matches your programmatic structure, up to four (4) levels.
- Up to two (2) registration forms (with optional eligibility quiz with up to five (5) yes/no based questions) and up to fifteen (15) fields/components.
- Up to four (4) grant request forms.
 - o Each form will consist of the standard Fluxx fields/components, not including user/organization fields.
 - o Can include conditional logic & profile/role-based permission settings.
 - o Creation of up to twenty-five (25) additional fields and label changes to existing fields on each application.
 - o Configuration of Grantee Budgeting standard component or by document upload.
 - o Configuration of process and/or compliance checklists, which can include:
 - Conflict of interest tracking (component on organization and request cards)
 - One (1) standard field or component to track each of the following: expenditure responsibility, equivalency determination, and risk tracking.
- Four (4) included dynamic cards for: 1) risk register, 2) interactions, 3) due diligence and 4) impact.
- Up to two (2) additional personalized dynamic cards with not more than fifteen (15) fields per form.
- Establish Portal access for external user access and permissions.
 - o Configure one (1) Grantee Portal with relevant information pages, sections based on grantee-facing workflow steps

	<p>Form Configuration (Post Award)</p> <ul style="list-style-type: none"> ● Configure up to one (1) payment form. <ul style="list-style-type: none"> ○ Can Include conditional logic & profile/role-based permissions. ○ Configuration of up to ten (10) additional fields. ○ Configuration of process and/or compliance checklists. ● Configure up to four (4) grantee report/requirement forms. <ul style="list-style-type: none"> ○ Two (2) pre-built grantee reports (interim and final) <ul style="list-style-type: none"> ▪ Configuration of up to five (5) additional fields on each report. ○ Up to two (2) personalized grantee reports. <ul style="list-style-type: none"> ▪ Configuration of up to twenty (20) fields on each report. ○ Can Include conditional logic & profile/role-based permissions. ○ Configuration of process and/or compliance checklists. ● Configure up to one (1) amendment/modification form. <ul style="list-style-type: none"> ○ Can Include conditional logic & profile/role-based permissions. ○ Configuration of up to ten (10) additional fields.
<p>Outputs Configuration & Build</p>	<p>Fluxx to complete configuration for the following outputs of document templates, automated emails, and data reporting:</p> <ul style="list-style-type: none"> ● Up to twelve (12) generated email alerts. <ul style="list-style-type: none"> ○ Up to eight (8) of our standard templates. ○ Up to four (4) additional personalized email alerts. ● Up to six (6) letter/document templates, using our Liquid letter or Word document template capabilities. <ul style="list-style-type: none"> ○ Four (4) of our standard templates <ul style="list-style-type: none"> ▪ Pre-built letters include award summary (for board), grant agreement (to signatory), grant agreement conditions (to primary contact), and grant disbursement (to signatory). ▪ Personalize each standard template with up to five (5) additional mapped fields. ○ Up to two (2) personalized letters with up to twenty (20) mapped fields. ● Data Reporting <ul style="list-style-type: none"> ○ Thirteen (13) pre-built, exportable reports designed to match the most common analytical needs (not configurable). Includes: <ul style="list-style-type: none"> ▪ Alert Detail Report ▪ Alert Summary Report by Date ▪ Amendment & Extension Report ▪ Audit Report ▪ Budget Overview Chart (Monthly Tracker) ▪ Budget Overview Chart (by Program) ▪ Requests and Grants - Detailed Commitment Report ▪ Reviewer Export Reports ▪ Reviewer Feedback Report ▪ Users Detail Report ▪ Workflow Report ▪ Budget Variance Report ▪ Commitment Report ▪ Continuity Report ▪ Funder Detail Report ○ Up to two (2) custom data reports, using either Fluxx's Ad hoc or Excel Report capabilities with a maximum of twenty-five (25) standard fields and basic report configuration (advanced formatting or complex calculations not included)

<p>Build Refinement Cycles</p>	<p>Refinement approach consists of a cycle-based, iterative process after initial build. Each cycle will begin with a review of the outlined scope, system demos and training as needed to support customer testing, refinement and validation of the system for launch.</p> <p>Refinement is limited to configuration adjustments that can be completed within the time frame allocated.</p> <p>Change requests may result in a Change Order, as defined below in <u>Section 6</u>. The party seeking a modification of the Scope of Work or period of performance shall propose a draft change order and, after negotiation and upon mutual written agreement of the revised scope, period of performance, related Fees and/or other provisions, the Change Order shall amend and become a part of the Agreement.</p> <p>Complete refinements to existing configuration based upon minor configuration updates and any high priority blockers to Go-Live. Customer and Fluxx will work together to prioritize changes for Go-Live.</p>
<p>Training and Practice</p>	<p>Fluxx will deliver training on the platform, utilizing the following methods:</p> <ul style="list-style-type: none"> ● “Train the Trainer”. Fluxx follows a “train-the-trainer” approach, focusing on a select number of power users identified by Customer. Customer is responsible for conducting all end-user and grantee training at large in preparation for go-live. ● Instructor-Led Training. This customized training for up to five (5) hours can occur on dates/times mutually agreed between Fluxx and Customer within the project timeline. <ul style="list-style-type: none"> ○ The Fluxx Project Team will collaborate with Customer to prepare an agenda and identify specific technical areas of focus. ○ Topics can be specific to Customer’s unique configuration. ○ Trainings will occur throughout the Project term to help the Customer become familiar with the Fluxx System, environment, and configuration. ● Unlimited user access to virtual, asynchronous, and self-paced learning modules for two years (sign-up during implementation term). <ul style="list-style-type: none"> ○ Course offerings: End User Training, Standard Admin Training, and Advanced Admin Training. ● Additional Training Support includes access to our Knowledge Base, Online Community, and ongoing trainings and webinars.
<p>Add-on Features</p>	<p>The following add-on features and capabilities will be incorporated into the implementation project timeline to the extent possible for go-live. Discussion on delivery and timing will be in collaboration with the Customer Project Team.</p> <p>See Appendix 1 for full description and details on each feature.</p> <p>Add-ons:</p> <ul style="list-style-type: none"> ● Netsuite ● Data Migration ● Dynamic Card + Custom Code ● Additional Support Transition Hours
<p>Third Party Data Integrations</p>	<p>Plug-ins. Fluxx will provide support and configuration related to out-of-the-box Fluxx plug-ins where/if needed. Customer can choose from some/all/none of the following</p>

	options: Candid Charity Check, OFAC, DocuSign, Outlook (MS365), Microsoft office: Word Add-on and Excel Add-on, Word Edit-in-Place
Launch and Support Transition	<p>Fluxx will deliver the configured solution, as approved in writing by Customer, on production and pre-production environments.</p> <p>End to End Testing. Both Fluxx and Customer will conduct end-to-end testing prior to Go-Live. Revisions and Go-Live blockers during end-to-end testing are limited to configuration that can be completed within the time frame allocated per the project timeline. A Go-Live blocker is defined by a major configuration issue that prevents an essential business process to be completed where no functional work around can be provided. Go-Live blockers cannot be tied to system functionality or bugs.</p> <p>Release & Go-Live. Once all high priority blocker issues are resolved (per guidelines above) and the final data migration has occurred, Fluxx will confirm Go-Live and launch the Fluxx System with the Customer’s written approval.</p> <ul style="list-style-type: none"> ● The “Go-Live Date” means the date when the configured solution is made fully available to Customer’s end users in a production environment with all migrated data available in the System. ● Customer will begin to file and manage tickets via Atlassian Jira Service Management with Fluxx’s support team, which will be prioritized, responded to and resolved by Fluxx as part of, and in accordance with the response requirements of the Support Services. <p>Support Transition. The <i>Support Transition</i> lasts 30 calendar days starting at Go-Live during which Customer maintains access to the Fluxx Project Team through email support for any questions, bugs, and issues that may arise. In addition, the Fluxx team will host weekly check-ins. Topics can include but are not limited to:</p> <ul style="list-style-type: none"> ● Coaching Customer on how to make small changes within the Fluxx System. ● Empowering the Customer to take responsibility for their instance of the Fluxx System as the primary administrator(s). ● Addressing and solving any configuration errors or troubleshooting and filing issues to Support.

4. **Out of Scope.** Any solution elements/configuration not detailed in the “Scope of Work” and/or “Add-ons” section of this SOW are deemed to be “Out of Scope” for this project. The Best Practice Plus solution includes the Fluxx base template which is the standard and best in class framework. Configuration to base template is outlined in the “In Scope” section.
5. **Issue Tracking.** In order to track all changes, issues and bugs Fluxx uses the following tools:
- a. Zendesk & Atlassian Jira Service Management
 - i. Any questions, tasks, changes, issues, and bugs will be logged as a ticket by the customer.
 - ii. After project completion, Customer will transition to Fluxx's Support team and any outstanding bugs tickets will be logged and tracked via Atlassian Jira Service Management ticketing system so that Customer will have access to monitor updates and resolution.
 - b. Jira issue tracking. Any bugs logged during the course of system validation will be entered into the Fluxx Jira issue tracking system by the Fluxx Project Team.
 - i. These tickets will get assigned a developer resource and be prioritized accordingly.
 - ii. Updates to Jira tickets will get transferred to the matching cycle ticket to keep the project team and Customer team up to date.
 - iii. Jira/bug tickets will be addressed per the standard Fluxx platform release schedule
 - c. Fluxx reserves the right to change the tools and processes used as we constantly strive to improve. All information received and generated as part of the project (including the Design and Blueprint phase) will be stored in Fluxx’s secure technology ecosystem: Google Drive folders for

documents and shared project files, Rocketlane for project management, and Zendesk and Jira for ticketing.

- 6. **Change Management.** Fluxx and Customer acknowledge that issues might arise, and objectives might change; accordingly, each party hereto agrees to negotiate reasonably and in good faith any changes to the project timeline, scope, including associated timeframes, affected fees and terms.
 - a. **Project Timeline.**
 - i. Any timeline extensions beyond the original agreed-upon timeline decided at project start will incur a fee.
 - ii. This additional fee will be assessed based on scope of work that will be extended and completed as well as duration of extension.
 - b. **Change Orders.**
 - i. During onboarding, Fluxx’s flat rate for additional Services pursuant to a Change Order is USD \$250 per hour. If a Change Order is needed, the parties will agree to the scope and cost in advance and such scope and pricing will be set forth in a Change Order to this SOW.
 - ii. After Go-Live, requests for additional services, offers and add-ons may be purchased through Fluxx Advanced Services. Advanced Service requests will be scoped and priced upon request utilizing the current services rate and/or offer package pricing

- 7. **Fees, Invoicing, and Payments.** All Onboarding Fees and Subscription Fees are as set forth in the Order. Invoicing and payment terms are similarly as set forth in the Order.

IN WITNESS WHEREOF, each party has duly executed and delivered this SOW by its duly authorized representative as of the date set forth below such representative's signature.

Customer - Florida Sports Foundation

Name: Angela Suggs

DocuSigned by:
Signature: Angela Suggs
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Title: CEO

Date: 7/27/2023

Fluxx Labs, Inc.

Name: James Freshwater

DocuSigned by:
Signature: James Freshwater
F440297FF7D74B9...

Title: Chief Revenue Officer

Date: 7/27/2023

Appendix 1 - Add-on Product Features & Deliverables

1. Scope of Work for Add-on Feature(s) and Capabilities

ADD-ON FEATURE	DESCRIPTION
Standard Data + Documents Migration	<p>Fluxx will cooperate with the Customer in connection with the transition and migration of any Data to the System, such that there is, to the greatest extent practicable, a seamless transition for the Customer's relevant personnel from their use of the previous grants management system to the Fluxx platform and with minimal disruption to business.</p> <p>Data Migration Source(s)</p> <ul style="list-style-type: none"> ● Template Spreadsheet (Fluxx provided file and documents). ● If any additional sources of data are identified and required, each source will be reviewed by Fluxx to determine the strategy, scope, schedule, and pricing. <p>Assumptions</p> <ul style="list-style-type: none"> ● Fluxx to work with Customer on timings of data migrations. Fluxx and Customer will hold regular meetings in preparation for each migration iteration. Frequency, timing and attendees will be agreed in partnership with Customer and mapped out in detail in the migration project plan. ● Meetings will address mapping questions, issues, guidance on data preparation, post-migration issue tracking and solution discussion. ● Fluxx provides a detailed migration project plan, meeting frequency and resourcing that aligns to overall project timeline. ● Fluxx will provide customer a template Excel file and guidance to the customer on how they can populate the rows with their data to be migrated correctly into the Fluxx System. <p>Migration Process</p> <ul style="list-style-type: none"> ● Deliver data migrations to complete: <ul style="list-style-type: none"> ○ One (1) initial migration ○ Up to three (3) iterations, with the final iteration is considered the dress rehearsal <ul style="list-style-type: none"> ▪ One (1) initial document mapping (<i>during dress rehearsal</i>) ○ One (1) final data and documents migration for Go-Live cutover <ul style="list-style-type: none"> ▪ Includes final document mapping ● Each data migration will include: <ul style="list-style-type: none"> ○ Data Upload and Mapping. Via our Fluxx migration tool, the Fluxx Data Specialist will: <ul style="list-style-type: none"> ▪ Load the Fluxx template to the Fluxx Migration Server ▪ Run pre-and post- migration transformations from the SQL input string. ▪ Parse all commonly-used data tables into an isolated database with the Fluxx Schema on the Migration server. ▪ Add or remove dynamic attributes from this isolated database. ▪ Adjust workflow state, theme, and field mapping.

- Once all adjustments have been made, the data from this isolated database is pushed into the target environment, using our global administration tool that allows operators to move data between environments in an automated, controlled, and secured fashion.
- Data Validation. Align and revise data mapping and structure with configured fields, forms, workflow.
 - Make any mapping adjustments and/or net new fields are additive and have no impact on the migration.
 - Log any issues in mapping to ensure central tracking of open items. If any issues persist, we will repeat the process outlined above.
- Ticket Resolution. Document and report any migration tickets into project ticketing system to ensure a solution is identified to fix the issue.
 - Once notified of the issue, Fluxx will check for the following: Can the error be replicated, is the issue a configuration issue or a migration issue and/or was there a transformation error?
 - Once identified, a solution will be put in place for the next iteration.

For the migration, Customer will be responsible for the following:

- Uploading the data to the agreed location for each of the migrations in the format requested/provided by Fluxx. All column headers should be reflective of the field backend names in the configuration.
- For data cleansing, data transformations and data validation. Fluxx will provide guidelines.
- Uploading documents into the agreed Amazon S3 location for each of the document migrations.
- Confirming by email that all major data issues have been resolved by the last iteration before the final migration (dress rehearsal).
- Meeting deadlines agreed upon by the Customer and Fluxx.

It is expected that all migration issues will be found/adjusted prior to the dress rehearsal migration (pre-final migration). If any new issues are found after the dress rehearsal migration, this may result in additional costs for the Customer. The following are considerations:

- Potential impact/delay the Go-Live date (with associated project timeline fees to be applied)
- Fluxx will create new/push post-migration scripts up to three times in total during the project:
 - 1. During the migration iterations (2x) (before Dress Rehearsal)
 - 2. If necessary, 1x before Go-Live (before Final migration)
- Identification of re-mapping (post migration script) requests are the responsibility of the customer and should be documented/share with Fluxx within a reasonable timeframe to allow for adjustment prior to next migration iteration
- If a customer finds an issue post final migration, we will work collaboratively to assess impact, solutions and potential fee to address issues.

<p>Third Party Integrations - Workato Netsuite</p>	<p>Workato Middleware. Fluxx Workato-based middleware connector will support the bidirectional transfer of the following Fluxx model data through the Workato API, as well as custom field mappings. For the below listed integrations, we offer connections into the following data models: Organization, User/People, Grant Request, Request Transaction</p> <p>Definitions:</p> <ul style="list-style-type: none"> ● Connector - A connector is used to allow the synchronization of data from one system to another. A connector is required for each direction the data needs to travel. ● Recipe - A recipe defines the triggers, actions, and fields of data that will synchronize across each connector. <p>The integrations included in the scope of this Statement of Work are as follows:</p> <p>(1) Oracle Netsuite. The “Standard” NetSuite Integration through the Workato middleware platform includes the following:</p> <p>(a) Two Connectors: (1) Fluxx to Oracle Netsuite, and (2) Oracle Netsuite to Fluxx</p> <p>(b) Two Recipes</p> <p>(i) Fluxx Transactions to Oracle Netsuite Vendor Bills</p> <ol style="list-style-type: none"> 1) Data transfer of up to 14 Organization Fields to Oracle Netsuite Vendor 2) Data transfer of up to 15 Fluxx User Fields to Oracle Netsuite Vendor (User) 3) Data transfer of up to 15 Fluxx Transaction Fields to Oracle Netsuite Vendor Bill 4) Error Handling <ol style="list-style-type: none"> a) Creation of Integration Log to indicate errors on the Fluxx Dashboard b) Creation of Error Log sent to designated Email <p>(ii) Oracle Netsuite Vendor Bills to Fluxx Transactions</p> <ol style="list-style-type: none"> 1) Moving a Fluxx Payment to the Paid state 2) Data transfer of up to 6 Oracle Netsuite Vendor Bill Fields to Fluxx Transaction 3) Error Handling <ol style="list-style-type: none"> a) Creation of Integration Log to indicate errors on the Fluxx Dashboard b) Creation of Error Log sent to designated Email <p>Any deviations from the standard scope will be handled through the Change Order process in <i>Section 6</i> of this Statement of Work and may result in additional project and annual fees. The Services exclude data migration and reconciliation that may be required for the integration.</p>
<p>Additional Dynamic Form/Model + Custom Code Link to the Request Model</p>	<p>Fluxx will enable an additional Form (theme) for use by the Customer to satisfy their specified needs. This Includes:</p> <ul style="list-style-type: none"> ● Creation of new form (not leveraging existing theme) with brand new fields created (25+ fields) ● Could include liquid tables to pull data in from other models and/or Dynamic Card(s) ● Creation of workflow as needed to support process ● Grantee portal adjustments as needed

	<ul style="list-style-type: none">• Not included: email or letter templates
Additional Support Hours	<ul style="list-style-type: none">• Fluxx agrees to provide 10 additional hours of support to Customer for further platform enablement.