

## MASTER AGREEMENT

This Master Agreement (“Master Agreement”) between Procurement Professionals Alliance, an Arizona-based non-profit corporation, on behalf of its RFxPremier cooperative contracting division PPA/RFxP, and Operation Player Assist (Contractor) whose primary business address is 10612 Van Gordon Way, Westminster, CO 80021. PPA/RFxP and Contractor may each be referred to as a “Party” and collectively as “Parties.”

### BACKGROUND

- A. PPA/RFxP seeks to establish a cooperative contracting relationship with Contractor to provide a digital fundraising platform to non-profit, public, and private purchasing entities.
- B. This Master Agreement sets forth the terms and conditions under which Contractor will supply such goods and services to these entities through the PPA/RFxP program.

The Parties agree as follows:

#### I. Term of Agreement

- 1.1 **Effective Date.** This Master Agreement is effective October 10, 2025.
- 1.2 **End Date.** This Master Agreement will continue through December 31, 2027, unless otherwise terminated by either Party in writing.
- 1.3 **Termination.** Either Party may terminate this Master Agreement upon breach by the other party, subject to thirty (30) days’ written notice and opportunity to cure.

#### II. Cooperative Purchasing Mechanism

- 3.1 **Marketing and Administration.** PPA/RFxP shall market and administer this Master Agreement as a convenient and cost-effective contracting vehicle for use by states, territories, counties, cities, and other political subdivisions, higher education, K-12, healthcare, tribal, and nonprofit organizations (“Eligible Entities”).
- 3.2 **Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with PPA/RFxP.
- 3.3 **Logo Use.** The PPA/RFxP logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with PPA/RFxP.
- 3.4 **No Representations.** The Contractor shall not make any representations concerning PPA/RFxP or any nonprofit, private, or public entities purchasing under this Master Agreement (“Buyers”) as to the quality or effectiveness of the goods or services provided herein, without prior written consent.

#### III. Purchasing and Contract Administration

- 4.1 **Goods and Services.** Contractor will provide the goods and services to Eligible Entities as set forth in Attachment A, as attached and incorporated herein.
- 4.2 **Pricing.** The prices contained in Attachment A represent the not-to-exceed price offered by Contractor. All prices and rates must be guaranteed for the initial term of the Master Agreement.
- 4.3 **Purchase Orders.** Contractor shall require all Buyers to include the following language in

each purchase order: "Buyer shall hold Procurement Professionals Alliance harmless and, to the extent permitted by law, shall indemnify Procurement Professionals Alliance and RFxPremier from all third-party claims or causes of action, arising from goods and services acquired under this Purchase Order."

- 4.4 **Administrative Fee.** Contractor shall pay PPA a fee for management and marketing of The Master Agreement (Administrative Fee) one percent (1% or 0.01) of each sale of products or services under this Master Agreement no later than sixty (30) days following the end of each calendar quarter. The Administrative Fee applies to the cost of the goods and services, less any charges for taxes or shipping. The PPA/RFxP Administrative Fee is not negotiable and must be included in the overall cost provided to the Buyer and not shown as a separate line item.
- 4.5 **Sales Data Reporting.** Contractor shall report to PPA/RFxP all sales made under this Master Agreement which Contractor has invoiced and received payment for, including orders for personal use, if applicable ("SalesData").
- 4.5.1 **Summary Sales.** Contractor shall provide a summary of the Sales Data ("Summary Sales Data") using a reporting tool or template provided by PPA/RFxP. Contractor shall provide PPA/RFxP with Summary Sales Data each calendar year quarter, no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
- 4.5.2 **Detailed Sales.** Within 60 days following the end of each calendar year quarter, Contractor shall provide PPA/RFxP with detailed sales data, including but not limited to customer name and address and line-item ordering detail ("Detailed Sales Data"). PPA/RFxP will work collaboratively with Supplier to determine the appropriate data and means of reporting.

#### IV. Indemnification and Insurance

- 5.1 **General Indemnification.** The Contractor shall defend, indemnify and hold harmless PPA and RFxP along with their officers and employees, from and against any third-party claims, damages, or causes of action, including reasonable attorneys' fees and related costs, for any death, injury, or damage to tangible property arising from the sale or use of any product or service sold under this Master Agreement.
- 5.2 **Insurance.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, commercial insurance sufficient to cover its obligations, including indemnity, contained in this Master Agreement.

#### V. General Provisions

- 6.1 **Confidentiality.** Parties may have access to information that is confidential, proprietary, or trade secret, including information provided by the other Party, as well as by Buyers, which may also include information on individuals ("Confidential Information"). Parties acknowledge that any unauthorized disclosure or use of the Confidential Information may cause irreparable harm and loss to the disclosing party or other individuals. Therefore, Parties shall (a) use Confidential Information for the sole purpose of performing under this Agreement, (b) limit dissemination of Confidential Information to only those employees and representatives who have a need to know the Confidential Information, and (c) not disclose the Confidential Information to any other person or entity without the approval of disclosing Party or Buyer, if applicable.

- 6.2 **Amendments.** This Agreement may only be amended or modified in writing upon agreement by both Parties.
- 6.3 **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party.
- 6.4 **Notice.** All notices concerning enforcement, modification, amendment, interpretation, or dispute resolution of this Agreement must be in writing and be delivered to the other Party's signatory to this Agreement.
- 6.5 **Dispute Resolution.** In the event of a dispute concerning this Agreement, Parties shall attempt to resolve the dispute in good faith through non-binding mediation prior to any formal legal action.
- 6.6 **Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable, the remainder of this Agreement will not be affected and will be enforced to the greatest extent permitted by law.
- 6.7 **Waiver.** The waiver of either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any subsequent breach of the same or other provisions.
- 6.8 **Governing Law, Jurisdiction, and Venue.** Any claim or cause of action must be brought in a court of competent jurisdiction within the Commonwealth of Kentucky, Fayette County, and will be subject to Kentucky law, without regard to its choice of law provisions.
- 6.9 **Survivability.** Survivability. Sections 3.5, 3.6, 4.1, 5.1, 5.4, 5.5, 5.6, 5.7, and 5.9 will survive expiration or termination of this Agreement.

The Parties accept the terms of this Agreement as of the dates set forth below.

For PPA:

Name Jaime Schorr

Title Interim Chief Growth Officer

Signature:

*Jaime C. Schorr*  
box SIGN 4Q9YZJWW-1RLL3388

Date:

Oct 15, 2025

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For Contractor:

Name: Tony Gilio

Title:

Owner

Signature:

*Anthony M Gilio*  
box SIGN 4WPV3R7P-4KXK8L68

Date:

Oct 14, 2025

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Attachment A: Scope of Work

Digital Fundraising Platform

Operation Player Assist shall provide a comprehensive, cloud-based digital fundraising platform with the following capabilities:

Platform Features and Functionality

Campaign Management

- Ability to create, customize, and manage multiple fundraising campaigns simultaneously
- Template library with pre-designed campaign themes and layouts
- Campaign scheduling and automation tools
- Real-time campaign performance dashboards and analytics
- Goal setting and progress tracking with visual indicators
- Multi-tiered campaign structures (team, individual, organizational levels)
- Integration of fundraising thermometers and progress bars for donor visibility

Donor Management and Engagement

- Secure donor database with comprehensive contact management
- Automated thank-you messaging and receipt generation
- Social media integration for campaign sharing and viral marketing
- Email and SMS communication tools for donor outreach
- Mobile-responsive design for donations via smartphones and tablets

Payment Processing

- Secure payment gateway supporting multiple payment methods including:
  - Credit and debit cards (Visa, Mastercard, American Express, Discover)
  - Digital wallets (Apple Pay, Google Pay, PayPal, Venmo)
  - ACH/bank transfers
- Transparent fee structure visible to administrators
- Automated payment reconciliation and reporting

Reporting and Analytics

- Customizable reports by campaign, donor, time period, or designation
- Export capabilities in multiple formats (PDF, Excel, CSV)
- Tax receipt generation and management
- Audit trail documentation for compliance purposes

User Experience and Accessibility

Administrator Interface

- Intuitive dashboard for campaign administrators
- Role-based access controls with permission levels
- Multi-user access with individual login credentials
- Customizable branding with organization logos, colors, and messaging

Donor Interface

- Simple, streamlined donation process (minimize clicks to complete)
- Guest checkout option (no account creation required)

- Donation amount suggestions with custom amount option
- Confirmation and receipt delivery immediately upon transaction

**Technical Requirements**

- Cloud-based solution requiring no on-premise hardware or software installation
- 99.9% uptime guarantee with redundant systems
- SSL encryption for all data transmission
- Regular security updates and vulnerability patches
- API availability for integration with other systems (student information systems, accounting software, CRM platforms)
- Data backup and disaster recovery protocols
- Scalability to accommodate campaign traffic spikes
- Browser compatibility across all major browsers (Chrome, Firefox, Safari, Edge)

**Fundraising Services and Support**

**Implementation and Onboarding**

Operation Player Assist shall provide comprehensive implementation services including:

**Initial Setup**

- Platform configuration and customization for participating entity
- Branding application (logos, colors, style guides)
- User account creation and permission assignment
- Payment gateway integration and testing
- Integration with existing systems as needed

**Training and Education**

- Live training sessions for administrators (virtual and/or in-person options)
- Recorded training videos and tutorials accessible on-demand
- Best practices documentation for successful campaign management
- Train-the-trainer programs for organizations with multiple users
- Ongoing webinar series on fundraising strategies and platform updates

**Timeline**

- Dedicated implementation specialist assigned to each organization
- Defined milestones and checkpoints throughout onboarding process

**Campaign Strategy and Consulting Services**

Operation Player Assist shall offer consulting services to maximize fundraising success:

**Strategic Planning**

- Fundraising goal assessment and planning
- Campaign calendar development and timing recommendations
- Volunteer and participant recruitment strategies

**Campaign Design and Creative Services**

- Custom campaign page design services
- Email template creation and optimization
- Social media content suggestions and templates

- Video and multimedia integration support
- Messaging and storytelling guidance

**Ongoing Optimization**

- Periodic campaign performance reviews
- Data-driven recommendations for improvement
- Benchmarking against similar organizations
- Seasonal and event-based campaign planning
- Crisis fundraising response strategies

**Marketing and Communications Support**

Operation Player Assist shall provide tools and services to promote fundraising campaigns:

**Marketing Tools**

- Email marketing platform with templates and automation
- Social media scheduling and posting tools
- SMS/text messaging capabilities for donor communications
- QR code generation for in-person fundraising events
- Printable promotional materials (posters, flyers, donation cards)
- Digital assets library (graphics, icons, badges)

**Donor Communication**

- Automated email sequences (campaign launch, milestones, closing)
- Personalized thank-you message capabilities
- Impact reporting templates for donor stewardship
- Newsletter templates for ongoing engagement
- Year-end giving statements and tax documentation

**Technical Support and Customer Service**

Operation Player Assist shall provide responsive, high-quality support:

**Support Availability**

- Dedicated support team accessible via multiple channels:
  - Email support with response time guarantees
  - Support ticket system for issue tracking
- Extended support hours during peak fundraising seasons
- Emergency support protocols for critical issues

**Support Scope**

- Technical troubleshooting and issue resolution
- Platform navigation and feature guidance
- Payment processing questions and concerns
- Donor inquiry escalation and resolution
- Report generation and data interpretation assistance
- Integration support for third-party systems

**Response Time Commitments**

- Critical issues (platform down, payment processing failure): 1 hour response

- High priority (feature malfunction, data discrepancy): 4 hour response
- Medium priority (general questions, training requests): 24 hour response
- Low priority (enhancement requests, general feedback): 48 hour response

**Knowledge Base and Self-Service**

- Video Tutorial library organize by topic and skill level
- Best practice sharing
- Tips, updates, and success stories

**Compliance and Security**

**Data Security and Privacy**

**Security Measures**

- Encryption of data at rest and in transit (minimum AES-256)
- Regular security updates and patch management
- Intrusion detection and prevention systems
- Annual third-party security audits
- Employee background checks and security training for vendor staff

**Data Ownership and Privacy**

- Clear data ownership policies (entity retains all donor data)
- No selling or sharing of donor information to third parties
- Ability to export all data in standard formats
- Data retention policies compliant with entity requirements
- Right to deletion requests (GDPR/CCPA compliance)
- Privacy policy transparency and accessibility

**Business Continuity**

- Daily automated backups with geographically redundant storage
- Disaster recovery plan with defined Recovery Time Objective (RTO) and Recovery Point Objective (RPO)
- Regular testing of backup and recovery procedures
- Failover systems for critical platform components

**Reporting and Accountability**

**Financial Reporting**

Operation Player Assist shall provide comprehensive financial tracking and reporting:

**Transaction Reporting**

- Detailed transaction logs with date, time, amount, donor information, and designation
- Daily reconciliation reports for accounting purposes
- Monthly summary reports by campaign and organizational level
- Year-end giving summaries for tax reporting and donor stewardship
- Failed transaction reports with reason codes
- Refund and chargeback tracking and reporting

**Fee Transparency**

- Clear itemization of all platform fees, transaction fees, and payment processing fees



- Monthly fee statements with reconciliation to processed donations
- Comparative fee analysis showing cost per dollar raised
- Discount tracking for promotional periods or volume-based pricing

**Special Features and Considerations**

**Peer-to-Peer Fundraising**

Operation Player Assist shall support peer-to-peer (P2P) fundraising models:

- Individual fundraiser page creation with personal stories and photos
- Leaderboards and gamification elements to drive friendly competition
- Fundraiser toolkit with email templates, social media posts, and promotional materials

**Event-Based Fundraising**

Operation Player Assist shall accommodate event-integrated fundraising:

- Registration and ticketing functionality for fundraising events
- Sponsorship level management with benefits tracking
- Pledge collection and fulfillment management
- Event check-in and attendee management
- Post-event follow-up

**Product and Service-Based Fundraising**

Operation Player Assist shall support alternative fundraising models:

- Crowdfunding campaigns for specific projects or needs
- Matching gift tracking and automated reminder communications

**Integration and Interoperability**

Operation Player Assist shall provide integration capabilities:

- API documentation for custom integrations
- Integrations with common platforms:
  - Email platforms
  - Social media platforms
- Webhook support for real-time data synchronization
- Single Sign-On (SSO) compatibility with organizational authentication systems

**Pricing and Fee Structure**

**Cost Transparency Requirements**

Operation Player Assist shall provide clear, transparent pricing with no hidden fees:

**Platform Fees**

- Per-campaign fees
- Clearly stated percentage-based fee structure

**Transaction Fees**

- Credit/debit card processing fees by card type
- Digital wallet fees (Apple Pay, Google Pay, PayPal, Venmo)
- Chargeback and dispute resolution fees
- Refund processing fees

**Additional Service Fees**

- Custom design and creative services (hourly rate or project-based)
- Advanced consulting and strategy services (if beyond included support)
- Additional training sessions beyond standard onboarding
- Data migration services from previous platforms
- Custom integration development
- Premium support packages (if applicable)

**Fee Payment and Remittance**

- Clear schedule for when fees are deducted
- Method of payment to participating entities (ACH, check, wire transfer)
- Reporting of fees for accounting and budgeting purposes

**Donor Fee Coverage Options**

- Ability for donors to optionally cover transaction fees
- Clear disclosure to donors about fee coverage
- Transparent presentation of fees in donation checkout process
- Reporting on fee coverage opt-in rates and revenue impact

**DELIVERABLES AND TIMELINE**

**Implementation Deliverables**

Within thirty (30) days of order placement/ execution, Operation Player Assist shall deliver:

1. Fully configured and branded fundraising platform for participating entity
2. Administrator training completion for designated staff
3. Payment gateway testing and approval
4. User documentation and training materials
5. Initial campaign setup and go-live support

**Ongoing Deliverables**

Throughout the contract term, Operation Player Assist shall provide to the Eligible Entity:

- Platform uptime and performance reports
- Transaction and financial reconciliation reports
- New feature announcements and platform updates
- Training webinar or educational content
- Campaign performance analysis and benchmarking
- Strategic consultation and optimization recommendations
- Customer satisfaction survey and feedback incorporation
- Security update summary and compliance status
- Tax documentation and giving statements
- Annual fundraising summary and trend analysis
- Post-event contract renewal consultation and pricing review
- Roadmap presentation for upcoming features and enhancements

**Service Level Agreements (SLAs)**

Operation Player Assist commits to the following service levels:

**Availability**

- Platform uptime: 99.9% (excluding scheduled maintenance)
- Scheduled maintenance windows: announced 7 days in advance, conducted during low-traffic periods
- Unplanned outage notification: within 15 minutes of detection
- Outage resolution target: 99% of incidents within 4 hours

**Support Response Times**

- Critical (P1): 1 hour initial response, 4 hour resolution target
- High (P2): 4 hour initial response, 24 hour resolution target
- Medium (P3): 24 hour initial response, 5 business days resolution target
- Low (P4): 48 hour initial response, 10 business days resolution target

**Performance**

- Page load time: < 3 seconds for 95% of page loads
- Donation form completion: < 2 minutes average time to complete
- Payment processing: < 10 seconds for transaction approval
- Report generation: < 30 seconds for standard reports, < 5 minutes for complex custom reports

**SPECIAL CONSIDERATIONS**

**Youth Protection and Safety**

Given that many participating entities serve minors, Operation Player Assist shall:

- Maintain background check policies for employees with access to minor information
- Comply with FERPA, COPPA, and other youth privacy regulations
- Implement age-appropriate content and communication standards
- Provide resources for entities to maintain safe fundraising practices
- Report suspected abuse or inappropriate conduct through proper channels

**Ethical Fundraising Practices**

Operation Player Assist shall adhere to ethical fundraising standards:

- Transparency in all communications with donors
- No misleading or deceptive marketing practices
- Respect for donor intent and gift designations
- Protection of vulnerable populations from exploitation
- Compliance with IRS regulations governing charitable contributions where applicable

**Accessibility and Inclusion**

Operation Player Assist shall ensure platform accessibility:

- WCAG 2.1 Level AA compliance for all user interfaces
- Screen reader compatibility and keyboard navigation
- Captioning and transcripts for video content
- Multi-language support for diverse communities (preferred)
- Accommodations for users with disabilities
- Regular accessibility audits and remediation

