

**RADFORD
UNIVERSITY**

501 Stockton Street • P.O. Box 6885 • Radford, VA. 24142

CONTRACT RENEWAL LETTER

Date: May 1, 2019

Contract Number: RU17013

Service: Career Center Technology Platform

Renewal Term: June 29, 2019 through June 28, 2020

Issued by: Radford University
Kevin McDowell, Sr. Contract Officer
540-831-5356, Email: dkmcowel@radford.edu

Contractor:

Contract Administrator: Angela Joyner

Description of Renewal Notice:

In accordance with the renewal provision of the original contract all terms, conditions, and specifications of the original contract remain the same during the contract renewal period, along with any modifications that have been incorporated up until this point. The contract pricing will remain the same.

Return one executed renewal notice to my attention within ten business days.

<u>CONTRACTOR NAME</u>	<u>RADFORD UNIVERSITY</u>
By: <u></u>	By: <u></u>
Name: <u>Erin O'Keefe</u>	Name: <u>Kevin McDowell</u>
Title: <u>University Partnership Manager</u>	Title: <u>Contract Officer</u>
Date Signed: <u>5/14/19</u>	Date Signed: <u>5/15/19</u>



MASTER LICENSE AND SERVICE AGREEMENT ADDENDUM

006360000fw4YaAAI

225 Bush St. Suite 1200
San Francisco, CA 94104

Table with 2 columns: Key/Value and Value. Rows include University (Radford University), Handshake Contact (Erin OKeefe), Subscription Start/End Dates, Subscription Fee (9500.0), Payment Due Date (2019/08/28), Renewal Term (12.0 months), Support Service Level (2 - Premium), and Billing Email Address/PO Number.

Contract Special Terms
Renewal is governed by the Radford University Contract # RU17013

This Addendum for Radford University is incorporated into and forms a part of the Master Services and License Agreement (the "MSLA"), and addenda, between Stryder Corp. and Radford University. In consideration of the mutual promises herein and in the Agreement, the Parties, intending to be legally bound, hereby agree to extend the terms of the MSLA with the following modifications:

- The Subscription End Date shall be updated to Renewal Date as set forth in the table above.
The Subscription Fee for this extension shall be updated to reflect the new Subscription Fee set forth in the table above.
Support service level shall be clarified to reflect the standard of support outlined in Exhibit B.
Any special terms mutually agreed to by both parties shall be outlined in the "Contract Special Terms" box in the table above.

The following shall constitute an additional term of the Agreement, effective as of the Subscription Start Date set forth in the table above:

European Union Data Subject Disclosure: As soon as reasonably practicable following the Addendum Date and at all times thereafter during the Term of the Agreement, University shall identify and disclose to Handshake any past, current, or future University student who has used, is using or may in future use the Services and is or might reasonably be believed to be a citizen of the European Union or otherwise be deemed to be a "data subject" for the purposes of the EU General Data Protection Regulation (GDPR).

All other terms and conditions of the MSLA shall apply unless otherwise agreed to by the Parties in writing. The undersigned Parties hereby agree to the terms of this Addendum:

UNIVERSITY
By: [Signature]
Name: Carolyn Sulphim Kevin McDowell
Title: Sr Contract Officer

HANDSHAKE
By: [Signature]
Name: Garrett Lord
Title: CEO

Exhibit B

Support Service Levels

This Service Level Agreement ("SLA") is entered into by Handshake and University. This SLA sets forth the levels of availability and support to which University is entitled as a component of the Services described in the Agreement.

1. Definitions.

- a. **"Total Time"** means the number of available minutes in any given calendar month, excluding Scheduled Downtime.
- b. **"Lost Time"** means the number of minutes in a given calendar month, that the Services are entirely unavailable to University. Lost Time shall commence upon notification by the University to the Vendor's specified Service dispatch of a fault condition that prevents full utilization of the services and shall end when the Services are reinstated for the University.
- c. **Uptime.** "Uptime" is defined as the period during which the Services are available to the University, excluding any Scheduled Downtime, in any given month during the Term of the Agreement. Uptime is measured monthly to the nearest minute based on Total Time, excluding minutes associated with Scheduled Downtime. The minimum acceptable level of Uptime for the Services ("**Uptime Commitment**") shall be 99% as determined by the following formula: $Uptime = (Total\ Time - Lost\ Time) / Total\ Time \times 100\%$.

2. **Scheduled Downtime.** Upon 24 hours notice to University, Handshake may perform maintenance, updates, and other similar functions that may make the Services temporarily unavailable ("**Scheduled Downtime**").

3. **Failure to Meet Uptime.** In the event that the Services are not delivered in satisfaction of the Uptime Commitment of 99% for two consecutive months, Handshake will issue "**Credits**" that will be applied to the subsequent monthly fee payable by the University. Credits may be used solely as deductions from future bills for the Services. The amount of Credit shall be, solely in months where Handshake has not satisfied the Uptime Commitment, equal to: $Credit\ Amount\ in\ \$ = (Total\ monthly\ bill\ for\ Services\ failing\ to\ meet\ the\ Uptime\ Commitment) \times (the\ difference\ between\ 99\% \text{ and the actual Uptime percentage in that month})$. University acknowledges and agrees that any disaster recovery processes must be performed in accordance with, and are subject to, the terms and conditions applicable to Handshake' by virtue of its relationships and contractual arrangement with its cloud services provider. This SLA and the uptime guarantees set forth herein shall not apply:

- To equipment, software, or services other than the Services (as defined in the Agreement).
- To use of the Services in any manner other than as contemplated by the Agreement.
- To the extent University has prevented Handshake from performing maintenance or updates.
- In the event of University's breach of the Agreement.
- In the event of Force majeure (as defined in the Agreement or by usage in the software industry).

4. **Support.** Handshake shall provide online and telephonic support Monday – Friday, between 8am EST to 8pm EST ("**Support Hours**"), via (i) emails or (ii) phone, commensurate with the Tier selection on the cover page of this Agreement, as follows:

Support Package	Included Services
<p>Premium</p>	<ul style="list-style-type: none"> • Unlimited access to Handshake University online training courses • Unlimited Help Center access • Unlimited Email Support • Unlimited Employer Email Support • Unlimited Student Email Support • Dedicated University Partnership Manager • Year in Review Report (sent by Handshake) • Dedicated University Success Manager • 60 minutes of phone support per month • 3 tri-annual business reviews with your University Partnership Manager

