



RENEWAL of Collection and Reporting Services Agreement

This Renewal of Collection and Reporting Services Agreement (this "Renewal") is made and entered into as of July 1, 2016 (the "Effective Date") by and between Digital Measures, LLC, a Wisconsin limited liability company ("DM") and California State University-Fullerton ("Client"). This Renewal is a supplement to, and incorporates by reference all of the terms, conditions and obligations of that certain Collection and Reporting Services Agreement ("Agreement") executed on November 1, 2006 by and between Digital Measures and California State University-Fullerton. The purpose of this Renewal is to extend the Term of the Agreement to continue to provide this Client and its Users with access and use of the System for the purpose of using Activity Insight to collect and report on information related to Client's faculty and staff's teaching, research and service activities under the terms and conditions of the Agreement. To the extent provisions of this Renewal are inconsistent with the terms and conditions of the Agreement with respect to the Client, the terms of this Renewal shall control. Unless otherwise defined herein, all capitalized terms shall have the definition given thereto in the Agreement; provided that, for purposes of this Renewal only, all references in the Agreement to "Client" and "Term" shall refer to the Client and Term as defined herein.

Upon execution of this Renewal, the Agreement executed by Digital Measures and Client on November 1, 2006 will terminate and DM will apply the pro rata amount owed by or to Client to the first invoice that results from this Renewal.

- 1.1 License Grant. During the Term (as defined in Section 1.2), and subject to the terms and conditions of the Agreement, DM grants to Client a limited, non-exclusive, non-transferable, non-assignable license to access and use the functionality of DM's System solely for its own internal business purposes for a maximum of 175.80 full-time equivalent Users. Client may disable and enable Users at any time. DM recognizes that Client has provided a reasonable approximation of the number of Users that Client will have during the Term of the Agreement and that the actual number of Users may vary, however Client will not exceed the User limitation by more than twenty (20) percent at any point during the Term. Client shall have no right to grant licenses or sublicenses regarding access and use of the System and shall have no right to access or use the System for any purpose outside the scope of the Agreement.
- 1.2 Term. With respect to this Client, the Agreement, as supplemented by this Renewal, shall commence as of the Effective Date and shall continue through June 30, 2019 ("New Term"), unless this Renewal is earlier terminated as provided herein or within the Agreement. If Client desires to continue utilizing DM's System after this date, a separate agreement will need to be devised and executed.
- 1.3 Fees. Client acknowledges the substantial cost that DM has incurred to make the System available to Client. As consideration for Client's access and use of the System during the Term, Client shall finance its purchase hereunder, subject to acceleration under Section 1.6, by paying DM the following installments: (a) seven thousand eight hundred thirteen dollars and no cents (\$7,813.00) shall be paid on July 1, 2016, (b) eight thousand two hundred four dollars and no cents (\$8,204.00) shall be paid on July 1, 2017 and (c) eight thousand six hundred fourteen dollars and no cents (\$8,614.00) shall be paid on July 1, 2018. Client recognizes and acknowledges that the total of these installments is twenty four thousand six hundred thirty one dollars and no cents (\$24,631.00) (the "Fee") and that the entire Fee is owed in full to DM upon execution of this Renewal even though it shall be paid in installments. DM will send Client an invoice for the first installment of the Fee upon the execution of this Renewal and on each anniversary of the Effective Date for the remaining installments of the Fee. Client shall pay each invoice within sixty (60) days of the invoice date. Overdue payments shall bear interest at a rate of one percent (1%) per month, or the highest rate permitted by applicable law, from the date due until paid.

ATI # 594

Date: 27 March 2015

Name of Product: Activity Insight from Digital Measures

Contact for more Information: Kristin Kleinhans, (414) 238-6205, kkleinhans@digitalmeasures.com

Section 1194.22 Web-based Internet information and applications – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	All	All images include standards-compliant alternate text.
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	N/A	Digital Measures does not supply multimedia content. Clients and users may upload multimedia content and are free to provide alternate accessible content.
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	All	Color may be used to visually separate records, or to indicate record state (enabled, disabled, etc). When color is used to represent record state, alternate text is provided.
(d) Documents shall be organized so they are readable without requiring	All	Style sheets are used to enhance visual presentation, but are not required for accessibility.

an associated style sheet.		
(e) Redundant text links shall be provided for each active region of a server-side image map.	N/A	No server-side image maps are used.
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	N/A	No client-side image maps are used.
(g) Row and column headers shall be identified for data tables.	All	Row and column header markup is consistently used throughout the site.
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	All	Complex or nested data entry screens use hidden label text to provide appropriate context for each field.
(i) Frames shall be titled with text that facilitates frame identification and navigation	N/A	No frames are used.
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	N/A	Digital Measures does not supply animations or other multimedia content, nor create pages that induce flickering. Clients and users may upload content that may break this restriction, however.
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	N/A	All end-user functionality is fully tested for accessibility; as such, no special text-only pages are included.

(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	All	All end-user scripted content is designed and tested for accessibility and/or Assistive Technology. Some administrative screens may use advanced scripting features that may not compatible with all Assistive Technologies.
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).	N/A	No applets, plug-ins, or other applications are required.
(n) When electronic forms are designed to be completed on-line, the form shall allow 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.	All	All forms are designed and tested for accessibility and/or Assistive Technology, with appropriate field labels providing extended context.
(o) A method shall be provided that permits users to skip repetitive navigation links.	N/A	No repetitive navigation links exist.
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	All	Sessions time-out after 90 minutes, and the user is prompted five minutes prior to session time-out.