

CollegeBuys Master Services Agreement



FOUNDATION for CALIFORNIA
COMMUNITY COLLEGES

Agreement No. 00006415

This Master Agreement ("Agreement") is entered into between the Foundation for California Community Colleges, a California 501(c)(3) nonprofit organization, ("Foundation") and N2N Services, Inc., a Delaware corporation, ("Supplier").

By signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the "Agreement").

The term of this Agreement is November 14, 2022 through November 13, 2025

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

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THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

SUPPLIER

By: K. Kodithala

Print Name: Kiran Kodithala

Title: President and CEO

Date: Nov 14, 2022

SUPPLIER – second signature if applicable

By: _____

Print Name: _____

Title: _____

Date: _____

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

By: Jorge Sales
JORGE SALES (Nov 14, 2022 18:11 EST)

Print Name: Jorge J.C. Sales

Title: Vice President of Program Development

Date: Nov 14, 2022

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES – signature 2 if applicable

By: Joseph Quintana

Print Name: Joseph Quintana

Title: Chief Operating Officer

Date: Nov 14, 2022

EXHIBIT A

(Master Services Agreement)

RECITALS

1. **WHEREAS**, the Foundation is a 501(c)(3) nonprofit organization and established the official auxiliary organization for the California Community College Board of Governors and the California Community Colleges Chancellor's Office in accordance with California Education Code 72670.5 and may enter into systemwide agreements on behalf of the California Community Colleges in accordance with California Public Contract Code 20661;
2. **WHEREAS**, the Foundation developed, supports, and operates CollegeBuys, a cooperative purchasing program designed to pool the purchasing power of public and private schools across the nation and, as a result, the Foundation is in a unique and valuable position to provide Supplier with marketing and promotional services for Supplier's products and/or services;
3. **WHEREAS**, the Foundation has determined that it is a benefit to establish a Master Agreement with established suppliers so that any or all California public agencies, public and private school districts, or public and private colleges or universities may purchase products at prices stated in this Agreement; Supplier's products and/or services
4. **WHEREAS**, Supplier provides enterprise application integration and strategic advisory services for higher education as agreed upon in this Agreement and attached hereto as Exhibit F;
5. **WHEREAS**, Supplier desires to make this Master Agreement available to any and all public agencies, public and private school districts, as well as public and private colleges or universities (hereinafter referred to individually as "Participating Agency" or collectively as "Participating Agencies"), specifically including California Community Colleges, which are supported, in part, by the Foundation; and
6. **WHEREAS**, Foundation seeks to offer and raise awareness of Supplier's products and/or services to Participating Agencies in exchange for an administrative fee.

EXHIBIT B

(Master Services Agreement)

TERMS AND CONDITIONS

1. Master Agreement. The Agreement of the parties consists of this Master Agreement (including the above recitals and these Terms and Conditions) and all Exhibits attached hereto or subsequently signed by the parties. This Master Agreement and all applicable Exhibits are hereinafter collectively referred to as the “Agreement.” In the event of a conflict between the Terms and Conditions and any Exhibits, the Terms and Conditions shall take precedence.
2. Products and Services Ordered. Subject to the terms of this Agreement, Foundation will provide this Master Agreement to interested Participating Agencies for the services and or products identified in Exhibit F.
3. Administration. Foundation shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Agreement as set forth herein, and Supplier hereby agrees that Foundation shall act in the capacity of administrator of purchases under the Agreement.
4. Purchasing. With respect to any purchases by Participating Agencies pursuant to the Agreement, Foundation: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, or said Participating Agency; (ii) shall not be obligated, liable or responsible for any order made by Participating Agencies or any employee thereof under the Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any Participating Agencies to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Agreement. Foundation makes no representation or guaranty with respect to any minimum purchases by any Participating Agencies or any employee thereof under this Agreement.
5. Term.
 - a. This Agreement shall begin on November 14, 2022 (“Effective Date”) and shall terminate on November 13, 2025, unless extended in accordance with term 5(b) below.
 - b. The Foundation and Supplier, upon mutual consent, shall have the option to extend the Term for seven (7) additional one (1) year periods (“the Extended Term”). If the option for the Extended Terms are exercised, all terms and conditions set forth herein shall be applicable to the Extended Terms, except as expressly modified by written modifications duly executed on behalf of the Foundation and Supplier. In the event that any of, or a portion of, the extension options are not exercised and additional time is required by the Foundation to initiate a new Term extension or subsequent Agreement, Supplier agrees to continue to provide goods and/or services to the Participating Agencies on a month to month basis, for a period not to exceed six (6) months, at the prices, terms and conditions currently at the Agreement expiration date.

6. Termination. This Agreement may be terminated by the Foundation for any reason, without penalty, at any time by providing Supplier with written notice of the termination at least thirty (30) days in advance.
7. Payment Terms. The payment obligations of the purchaser shall be set forth in the Agreement attached herein addressing the specific service and or product being ordered. Also, see Quarterly Fees & Reporting below for specific requirements.
8. Assignment. The Foundation's rights and obligations hereunder may be assigned at Foundation's sole discretion to an existing or newly established legal entity that has the authority and capacity to perform Foundation's obligations hereunder. Supplier may assign its rights and obligations hereunder to an existing or newly established legal entity that has the authority and capacity to perform Supplier's obligations hereunder with the prior written consent of the Foundation.
9. Use of Logo. The Foundation's prior review and written approval is required for any use of the Foundation or CollegeBuys name or logo by the Supplier in marketing materials including but not limited to: press releases, print pieces, broadcast emails, and website postings.
10. Insurance. Upon request within ten (10) days of formal commitment to utilize the Agreement, the Supplier and each Subcontractor identified in its Subcontractors List issued by the Supplier shall deliver to the agency taking part in the agreement Certificates of Insurance evidencing the insurance coverage in the minimum amounts noted below. The foregoing notwithstanding, a Participating Agency may require additional or different insurance coverage or minimum amounts in connection with the use of the agreement. In such event, such additional or different insurance requirements shall be noted in writing from the Participating Agency, and the Supplier shall comply with the same.
 - a. Workers' Compensation Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Workers' Compensation Insurance with coverage amounts under such policies in accordance with applicable law.
 - b. Commercial General Liability Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Commercial General Liability Insurance Policies covering: injuries, including accidental death, to persons, damage to property, completed operations, and contractual liability. Minimum coverage amounts under each such Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
 - c. Modifications; Cancellation; Additional Insured. Each Participating Agency hereunder shall be additional named insured to the Commercial General Liability insurance policies of the Supplier and its Subcontractors. The Workers' Compensation insurance policy and the General Liability insurance policy of the Supplier and each Subcontractor shall include provisions that the policy terms will not be materially modified and the policy will not be cancelled or terminated without at least thirty (30) days advance written notice to the Participating Agency, as applicable.

11. Special Provisions.

a. Promotion.

- i. Supplier Commitments. Supplier has reviewed, understands and agrees to the Supplier Commitments and Program Promotion attached hereto and incorporated herein as Exhibit G.
- ii. Availability of Master Agreement. Upon request, Supplier shall make available to interested Participating Agencies a copy of the Master Agreement as may be necessary for such agencies to evaluate potential purchases.

b. Quarterly Fees & Reporting.

- i. Quarterly Administrative Fee. Supplier shall pay Foundation a quarterly administrative fee in the amount of 2% of the total purchase invoice, less taxes, additional services (excluding included services) and transportation for all purchases of Participating Agencies under said Master Agreement and provide the Foundation with an electronic accounting report, in a format prescribed by the Foundation, summarizing all purchases under the Agreement. A sample of the reporting format appears at Exhibit H. Quarterly reports are due within fifteen (15) calendar days after the conclusion of the preceding quarter. Quarterly administrative fees applicable to each quarter, are due within thirty (30) days of the end of each calendar quarter. The Foundation reserves the right, upon thirty (30) days advance notice to the Supplier, to change the prescribed reporting format. Administrative fee payments shall be made by check to the Foundation for California Community Colleges.
- ii. Accounting. Supplier shall at its expense maintain an accounting of all purchases made by Participating Agencies. The Foundation reserves the right to audit the accounting for a period of four (4) years from the date the Foundation receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by the Foundation. Quarterly reports and the administrative fee applicable to each quarter, as described in item 11(b)(i) above, are due within thirty (30) days of the end of each calendar quarter.
- iii. Default. Failure to provide a quarterly report and/or payment of the administrative fee within the time and manner specified in item 11(b)(i) shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Agreement at the Foundation's sole discretion. All administrative fees not paid within thirty (30) days of the end of each quarter shall bear interest at the rate of one and one half percent (1.5%) per month until paid.
- iv. Errors and Omissions. Supplier is provided ninety (90) days or until the conclusion of the subsequent quarter (whichever comes first) from when a quarterly report was due or submitted, to correct error(s) and/or omissions(s) on a quarterly report; and/or to recover an overpayment of the administrative fee from the Foundation. Once the ninety (90) days or the conclusion of the subsequent quarter (whichever

comes first) has lapse, the Foundation also reserves the right to recover any unpaid administrative fee(s) from the Supplier discovered during an audit conducted pursuant to Section 11(b)(ii) above, and/or the correction of error(s) and/or omission(s) on quarterly report(s).

- v. Right to Compare Records. Foundation or its designee may, at the Foundation's sole discretion, compare Participating Agency records with quarterly reports submitted by Supplier. If there is a discrepancy, the Foundation will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to the Foundation's reasonable satisfaction. If the Supplier does not so resolve the discrepancy, the Foundation shall have the right to engage outside services to conduct an independent audit of Supplier's quarterly reports. Supplier shall be obligated to reimburse any and all Foundation's costs and expenses related to or connected with the record and report reviews, the audit, Foundation staff time and expenses, counsel, and collection.

EXHIBIT C
(Master Services Agreement)

SPECIAL TERMS AND CONDITIONS

1. **Iran Contracting Act Verification.** If the estimated spend throughout the life of this Agreement is estimated to exceed one million dollars, (\$1,000,000.00), Supplier must appropriately fill out and sign the Iran Contracting Act Verification, as specified under Public Contract Code §§ 2202 – 2208.

TECHNOLOGY INFRASTRUCTURE

1. **Definitions.**

“Licensee Data” is defined as business and other proprietary information of any type generated in connection with work related to the Participating Agency’s operations. Such information may include, but is not limited to, business discussions and deliberations, compliance-related information, meeting minutes, documents, network transmissions, electronically or magnetically stored data/records, and Personal Information related to the Participating Agency’s employees or clients/customers/students.

“Personal Information” is defined broadly to include any and all information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

2. **Security.** Supplier shall provide Participating Agency, as “Licensee”, with general system security relating to “Licensee Data” including: (a) physical security of the hosting location, (b) limiting access to Licensee's stored information to individual Supplier employees directly connected with maintaining the database or the associated application software; (c) plans for managing disaster recovery.

3. **Data Security.** Supplier has implemented and shall maintain at least industry acceptable standard systems and procedures to ensure the security, confidentiality and integrity of Licensee Data and to reasonably protect against anticipated threats or hazards to the security or integrity of Licensee Data, and against unauthorized access to, use or disclosure of Licensee Data.

4. **Security Updates.**

- a) Participating Agency will be notified of any changes to Supplier security policies applicable to Licensee Data with 90-days advance notice. If any changes are deemed unacceptable, Supplier will work with Participating Agency to arrive at mutually-acceptable security policy terms.
- b) Supplier promises to update the risk assessment and related safeguards at least annually. Upon request by the Participating Agency, Supplier agrees to provide documentation sufficient to demonstrate Supplier’s security compliance for the Licensee Data.

5. **Access to Information/IT Assets.** Supplier acknowledges and agrees that during the course of Supplier’s business relationship with the Participating Agency, Supplier will not access data, files, or any other stored information not necessary for Supplier’s work pursuant to this agreement, unless there has been prior approval by an authorized Participating Agency representative. Supplier acknowledges and agrees that the Participating Agency’s computers, applications, information storage, networks, and telecommunications systems, including telephones and facsimiles, (“IT Assets”) are the Participating Agency’s property. The IT Assets will be used only by properly identified, authenticated, and authorized individuals and will be used solely for the Participating Agency’s business. All messages, content, data, information, and files composed, stored, sent, or received on the IT Assets are the property of the Participating Agency, and Supplier acknowledges and agrees that Supplier has no expectation of privacy with respect to the use of the IT Assets.

6. **Data Sharing.**

- a) All Licensee Data shared between the parties or collected by Supplier on behalf of Participating Agency in meeting the terms of this contract is confidential and remains the property of Participating Agency. No data of any sort can be released to third parties without the written consent of Participating Agency. Data shared with third party companies remains the sole property of Participating Agency.
- b) Licensee Data shared or collected must be stored in the United States of America.
- c) All Personal Information Data must be encrypted at all times, both at rest and in transit.
- d) Licensee Data shared between the parties will be transmitted using Secure FTP or other equivalent encryption-based protocol. Under no circumstances will the parties share employee Personal Information via non-secure methods such as public email.
- e) Licensee Data will be shared at mutually agreed upon times between the parties.
- f) Employee data to be shared with and/or collected by Supplier will be limited to Employee SSN, EID (not Banner ID but the Alternate ID), Prefix, First, MI, Last, Suffix, DOB, Sex, Marital Status, Country, Pay Group, Department, Title, TTE, Hours Per Week, Hire Date, Address, City, State, Zip, Home Phone, Work Phone, Email, Personal Email, Payroll Frequency, Deduction Frequency, Gross Salary, Location Number, Location, Job Class, Pay Group, Department Number, Department, Title, FTE, Hours Per Week, Hire Date, Eligibility, Date, Status, Enrollment Status, Termination Date, Event Date, PIN, Require PIN Change, As of, Session UserID, Session City, Hourly Wage, PTO Balance, PTO Cost, Mailing Country, Mailing Address, Mailing City, Mailing State, Mailing Zip, Country of Citizenship, Event Code, Event Description, User ID, Birth Country.
- g) All data collected, stored, transmitted, and/or otherwise shared between the District and Supplier and Supplier to any third party entities will meet the minimum standards for protection of Personally Identifiable Information (PII) defined in the security controls in section 4.3 of NIST SP 800-122 (Guide to Protecting the Confidentiality of Personally Identifiable Information), and NIST Special Publication 800-53.

7. **Breach Notification and Action.** The California Information Practices Act (California Civil Codes sections 1798, et seq.) requires users to be notified if there is a break-in, or attempted break-in, to any system that may contain personal information. Supplier will coordinate with the Participating Agency to promptly notify Participating Agency's users in the event of any break-in or attempted break-in to Supplier provided software systems or security protocols, network(s), or data center(s) which contain personal records of the Participating Agency's users. Supplier shall report any confirmed or suspected breach to Participating Agency upon discovery, both orally and in writing, but in no event more than two (2) business days after Supplier reasonably believes the breach to have occurred, unless Supplier is otherwise prohibited by other applicable law from providing such notice to Participating Agency. Supplier's report shall identify: (i) the nature of the unauthorized access, use or disclosure; (ii) the protected information accessed, used and disclosed; (iii) the person(s) who accessed, used and disclosed and/or received the protected information (if known); (iv) what Supplier has done or will do to mitigate the deleterious effect of the unauthorized access, use or disclosure; and (v) what corrective action Supplier has taken or will take to prevent further unauthorized access, use or disclosure. Supplier will cooperate with Participating Agency in complying with the notification requirements of California Civil Code sections 1798.29 and 1798.82. All costs associated with breach including but not limited to notification, claims and reparations are the sole responsibility of Supplier.

8. **Business and Other Proprietary Information.** Supplier agrees that Licensee Data is confidential. Licensee Data and “any associated Personal information” will not be accessed, used or disclosed for any reason other than to conduct the work pursuant to this agreement. Business and other proprietary information obtained or learned during the course of Supplier’s relationship with the Participating Agency will not be (i) disclosed to any unauthorized party, or (ii) used or disclosed after termination of the relationship. Supplier promises to return or destroy all business and other proprietary information to the Participating Agency within 14 days after termination of the relationship between the parties.
9. **Intellectual Property.** Subject to the express rights and licenses granted by Supplier under this Agreement, Supplier reserves and retains its entire right, title, and interest in and to all Intellectual Property arising out of or relating to the software and the service provided by it (the “Services”); none of the Foundation, Participating Agency (and its affiliates) nor authorized users acquire any ownership of Intellectual Property in the software or documentation or the Services as a result of this Agreement and will not remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the Services or on or in any component thereof.

As between Participating Agency (and its affiliates) and Supplier, Participating Agency (and its affiliates) has, reserves, and retains, sole and exclusive ownership of all right, title, and interest in and to the Licensee Data, including all Intellectual Property arising therefrom or relating thereto. The Licensee Data is the Confidential Information of the Participating Agency (and its affiliates), and neither Supplier nor any third party has or will have, acquire, or claim any right, title, or interest in any Licensee Data as a result of this Agreement or any interest in the Software or have any right or license to, and shall not, use any Licensee Data except solely as and to the extent necessary to perform the Services herein.

10. **Ownership of Institution Data.** Participating Agency, and/or its suppliers and affiliates, retains all right, title and interest (including, without limitation, all proprietary rights) to Licensee Data and its Institution Applications except for rights granted to Supplier and its affiliates under this Agreement. Except as otherwise provided herein, upon termination or cancellation of this Agreement for any reason, Supplier shall return all Licensee Data to Participating Agency in an agreed upon format, or destroy, at Participating Agency’s option.
11. **Return of Materials.** Upon expiration or termination of this Agreement or the licenses granted hereunder, Participating Agency shall immediately return to Supplier all licensed software/technology and documentation provided to Supplier, as well as any and all copies thereof. Supplier agrees to cooperate with Licensee to facilitate the retrieval and download of all Licensee data collected by and stored by the Services. Upon Licensee's receipt of the data, Supplier will certify that all Licensee Data has been thoroughly and completely removed from the Supplier’s Services.
12. **Nondisclosure of Licensee Data.** Supplier shall hold all Licensee Data in strict confidence and with the same standard of care it uses to protect its own information of a similar nature and shall not use Licensee Data for any purpose other than to provide the Service or as may be authorized in writing by Participating Agency. Supplier shall not disclose Licensee Data to any other party except: (a) to Supplier employees, agents, subcontractors and service providers, to whom Licensee Data needs to be disclosed for the purpose of providing the Service; (b) as required by law, or to respond to duly authorized information requests of police and governmental authorities or to comply with any facially valid subpoena or court order; (c) protect the rights or property of Supplier or Supplier

customers, including the enforcement of Supplier agreements or policies governing Institution's use of the Service; or (d) as authorized by Participating Agency in writing. Supplier shall undertake efforts reasonably calculated to ensure that Supplier employees, agents, and subcontractors with access to Licensee Data are aware of Supplier's obligations under this Agreement and are placed under an obligation of confidentiality with respect thereto.

13. **CCPA Obligations.**

- a. Supplier will only collect, use, retain, or disclose personal information for the contracted business purposes.
- b. Supplier will not collect, use, retain, disclose, sell, or otherwise make personal information available for Supplier's own commercial purposes or in a way that does not comply with the CCPA. If a law requires the Supplier to disclose personal information for a purpose unrelated to the contracted business purpose, the Supplier must first inform the Foundation or Participating Agency (as applicable) of the legal requirement and give the Foundation or Participating Agency (as applicable) an opportunity to object or challenge the requirement, unless the law prohibits such notice.
- c. Supplier will limit personal information collection, use, retention, and disclosure to activities reasonably necessary and proportionate to achieve the contracted business purposes or another compatible operational purpose.
- d. Supplier must promptly comply with any request or instruction from a software user or Participating Agency requiring the Supplier to provide, amend, transfer, or delete the personal information, or to stop, mitigate, or remedy any unauthorized processing.
- e. If the contracted business purposes require the collection of personal information from individuals on the Participating Agency's behalf, Supplier will always provide a CCPA-compliant notice addressing use and collection methods that the Participating Agency specifically pre-approves in writing. Supplier will not modify or alter the notice in any way without the Participating Agency's prior written consent.

ADA Section 508 Compliance Certification

This section shall be applicable only to N2N's Middleware Product, Illuminate. If any additional products are added, FCCC and Supplier shall execute a new ADA Section 508 Compliance Certification written and signed by FCCC and Supplier.

1. **Equal Access.** Supplier ensures equal access to their software, products, and services for all and particularly for individuals with disabilities, in a timely manner. An individual with a disability will be afforded the same opportunity to acquire and engage with the software, products, and services as a person without a disability in an equally effective and equality integrated manner, with substantially equivalent ease of use.
2. **ADA / Accessibility.** With respect to ADA compliance, the Supplier shall:
 - a) Conform to the [ICT Section 508 Standards](#) and the [Web Content Accessibility Guidelines \(WCAG\) 2.1](#) or subsequent standards as approved by Spring 2024.
 - b) Comply with all applicable FCC regulations regarding advanced communications services (<http://www.fcc.gov/encyclopedia/advanced-communications-services-acs>) by Spring 2024.
 - c) Resolve immediately any accessibility issues that are discovered or encountered by end users and communicate a concrete timeframe for resolving the issue(s) starting Spring 2024.
3. **Accessibility Clause.** Supplier warrants that their software, products, and services adhere to the [ICT Section 508 Standards](#) and the [Web Content Accessibility Guidelines \(WCAG\) 2.1](#) or subsequent standards as approved by Spring 2024. Until this time, supplier commits to working towards this requirements with patches, updates, and new versions according to N2N's software release schedule. Credible verification and/or documentation regarding the accessibility of the software, product, or service will be provided by the Supplier upon request. If portions of the software or user experience are discovered to be noncompliant at any point, the Foundation (on behalf of the Chancellor's Office or other colleges/agencies participating under this agreement) will notify Supplier immediately. If any student accommodation is found to be necessary due to an identifiable lack of accessibility in the Supplier software, the cost for accommodation will be paid by Supplier upon request by the Foundation, once verified that the student accommodation conforms with Section 508 of the Rehabilitation Act of 1973 and that the noncompliance did not arise from intermediary interference (e.g., virus protection software, web browser problems, or out of date assistive technology) or a student's inability to properly utilize compliant assistive technology. If necessary, an independent and mutually agreed upon 3rd party accessibility firm may be used to validate the lack of software accessibility. Reasonability of cost for accommodation will be upon mutual agreement by Supplier and the Foundation.

Rationale/Disclaimer – N2N's Middleware Product, Illuminate does not have any features that deliver student-facing user interface or user experience. Illuminate is an Integration Platform as a Service and because of our turnkey implementation model, there is minimal need for staff to login to the platform as well. Because of the complex nature of data integration and SaaS orchestrations, we request waiver on this requirement.

N2N SERVICES, INC.

By: K. Kodithala Date: Nov 14, 2022

Print Name: Kiran Kodithala Title: CEO

IRAN CONTRACTING ACT VERIFICATION
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for goods or services of \$1,000,000 or more, a Supplier must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your supplier or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 – THIS PROJECT IS LESS THAN \$1,000,000.

N2N Services Inc. certifies that the company is not engaged in any financial activities in Iran and our project will not exceed \$1,000,000. Financial Institution Name – Truist Bank Tax ID – 27-4036922 *KK*

OPTION #2 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the supplier/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

| | |
|--|-----------------------------------|
| <i>Supplier Name/Financial Institution</i> | <i>Federal ID Number (or n/a)</i> |
| <i>By (Authorized Signature)</i> | <i>Date Executed:</i> |
| <i>Printed Name and Title of Person Signing:</i> | |

OPTION #3 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or to enter into or to renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

| | |
|--|-----------------------------------|
| <i>Supplier Name/Financial Institution (Printed)</i> | <i>Federal ID Number (or n/a)</i> |
| <i>By (Authorized Signature):</i> | <i>Date Executed:</i> |
| <i>Printed Name and Title of Person Signing</i> | |

EXHIBIT D

(Master Services Agreement)

NOTICES

Unless otherwise expressly provided herein, all reports, notices or other written or electronic communications given hereunder shall be delivered by email or by express delivery requiring signature on receipt to the addresses as set forth below. Foundation may, by written or electronic notice delivered to Supplier, designate any different electronic or physical addresses to which subsequent reports, notices or other communications shall be sent.

FOUNDATION:

Foundation for California Community Colleges
CollegeBuys Program
1102 Q Street, Suite 4800
Sacramento, CA 95811
cbreporting@foundationccc.org

SUPPLIER:

N2N Services Inc.
Ronnie Nixon
3063 Peachtree Ind. Blvd
Duluth, GA 30097
888-651-3309
336-285-0346
ronnie.nixon@n2nservices.com

EXHIBIT E

(Master Services Agreement)

GENERAL PROVISIONS

1. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
2. Modification and Waiver. Except as provided otherwise herein, this Agreement may not be modified except by a writing signed by an authorized representative of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision shall not constitute a waiver of such provision on any other occasion unless expressly so agreed in writing.
3. Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.
4. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
5. Choice of Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento, subject to transfer of venue under applicable State law.
6. Binding Power. This Agreement shall inure to the benefit of and shall be binding upon the Foundation, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.
7. Independent Parties. This Agreement does not constitute, give effect to, or otherwise imply a joint venture, pooling arrangement, partnership, or formal or informal business organization of any kind, or (except as expressly set forth herein) any sort of agency relationship between the parties. Neither party will, or will have the power to, bind the other party to any third party without the prior written consent of the other party. The relationship of Supplier and the Foundation under this Agreement is that of independent contractors. Neither party (the "Acting Party") will have the authority to make any agreement or commitment, or incur any liability on behalf of the other party, nor shall such other party be liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the Acting Party. Except as expressly set forth herein, this Agreement does not restrict either party from conducting business with any third party.

8. Indemnification. Supplier, its heirs and/or its assigns (“Indemnitor”) will indemnify, defend and hold Foundation, and its directors, officers, employees, and agents (collectively “Indemnitees”) harmless from all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorneys’ fees and costs, resulting from, arising out of, or connected with (a) the performance of its obligations under this Agreement or omissions relating to same by Indemnitor, Indemnitor’s employees, Indemnitor’s subcontractors, or any person or entity for whom Indemnitor is responsible; (b) any breach by Indemnitor of this Agreement; (c) Indemnitor’s or Indemnitees’ infringement or misappropriation of any intellectual property rights relating, in any way, to the performance of Services and/or (d) any willful or negligent act or omission by Indemnitor or any person or entity for whom Indemnitor is responsible. Indemnitor’s indemnification obligations will not be limited by any assertion or finding that (1) Indemnitees are liable by reason of non-delegable duty, or (2) losses were caused in part by the negligence, breach of contract, or violation of law by Indemnitees. Foundation must approve the extension of all settlement offers and approval will not be unreasonably withheld. The Indemnitor will furnish Indemnitees with all related evidence in its control regardless of any disputes. The duty to defend (including by counsel) shall arise regardless of any claim or assertion including, but not limited to, those claims or assertions that Indemnitees caused or contributed to the losses, liabilities, claims, demands, costs, expenses or damages. Nothing in this Agreement shall constitute a waiver or limitation of any rights which Indemnitees may have under applicable law, including without limitation, the right to implied/equitable indemnity.
9. Good Faith Cooperation. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
10. Authorized Representative. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Agreement.

EXHIBIT F
(Master Services Agreement)

PRODUCTS AND SERVICES

Lowest Price Commitment Certification

In accordance with regulations established for California Public Contract Code 20661(a)(2) and California Code of Regulations Title 5 section 59131(b), the Foundation shall require a vendor to certify that the goods or services provided pursuant to the contract shall carry the lowest cost available upon the same terms, conditions, and specifications. As such, Supplier certifies that the cost to each California Community College District that is a beneficiary of this Agreement is lower than the cost a California Community College District could obtain through its standard contracting procedures and is the lowest cost available for the same products and/or services in Exhibit F, upon the same terms, conditions, and specifications herein. This certification does not preclude Supplier from providing greater discounts than outlined in Exhibit F to a California Community College District in recognition of unique factors such as volume spend.

N2N SERVICES, INC.

By:  Date: Nov 14, 2022

Print Name: Kiran Kodithala Title: CEO

| Product/Service | Discount | 2022 List Price |
|----------------------------------|----------|-----------------------------------|
| Professional Consulting Services | 15% | \$ 250.00 (USD) /hour |
| Illuminate Photon iPaaS | 15% | \$ 900 Month / \$ 8,400 Yearly |
| Illuminate Wave iPaaS | 15% | \$ 3,600 Month / \$ 39,000 Yearly |
| Illuminate Spectrum iPaaS | 15% | \$ 9,000 Month / \$ 75,000 Yearly |

** Price list subject to change each January and is guaranteed to not vary more than 3%.



Master Subscription Agreement

This Master Subscription Agreement, by and between **N2N Services, Inc.**, a Georgia corporation, (“Licensor”) and _____ (“Licensee”), is effective as of the ___ day of _(month)_ 2022

The Parties hereby agree as follows:

1. Definitions

The following terms used in this Agreement shall have the following meanings, unless the context otherwise requires:

- a. **“Agreement”** means this Master Subscription Agreement
- b. **“Software”** shall mean the customized software materials owned by Licensor, commonly known as the **N2N Illuminate Platform and Connectors** which are designed to work within a proprietary technology framework that uses built-in adapters to integrate with SIS, LMS and Authentication providers.
- c. **“Connection/data source”** shall mean a linkage to a database to enable that data to be exposed through an API.
- d. **“Illuminate API Key”** shall mean a unique key, assigned to an API through a Consumer, that can be used to control access to the information available through execution of the API.
- e. **“Consumer”** shall mean any user, user interface, system or tool that executes an API to access data. A consumer can either receive data from an API directly, or can use templates to filter and modify API data to the specific needs of a Consumer.
- f. **“Client”** shall mean Licensee or any site licensed under this Agreement.

2. License

- a. **License** - Licensor hereby grants to Licensee a non-exclusive, non-transferable and non-assignable annual license to use the Software (Illuminate Platform) solely by and for the benefit of Licensee (the “License”) for the purposes of Systems Integration and Data Synchronization. Licensed products and modules are defined in Exhibit A, incorporated into this document by reference. Licensed optional services, such as additional implementation services are defined in Exhibit B, also incorporated into this document by reference, if included.
- b. **Restrictions** – Except as expressly authorized by this Agreement or as is reasonably necessary to use the Software (subject to the advance approval by Licensor of all such items), Licensee shall not decompile, disassemble or otherwise reverse engineer any portion of the Software. Licensee shall not permit the removal of any existing copyright notice or other

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restrictive or proprietary legend from any Software. No Software may be used by, or pledged or delivered to, any third party. Licensee shall not make any copies of the Software or any portion thereof.

- c. **Proprietary Rights** - Licensee agrees that all Software shall be and remain the exclusive property of Licensors.
- d. **Confidential Information** - Confidential information is that which relates to the Licensee's or Licensors' research, development, trade secrets or business affairs and includes, concepts presented to, but not selected by, the Licensee; it does not include information that is generally known or easily ascertainable by third parties or this Agreement.

The Licensee's confidential proprietary information will not be duplicated and/or used for any purposes without explicit permission from the Licensee. The Licensors will not disclose any confidential information, including information, reports and summaries of the activities to the parties related to client/vendor's provision of services, to any person or entity etc. without prior consent from the Licensee.

Licensors acknowledges that in completing the Work, that it may have access to Personally Identifiable Information (PII). Licensors also acknowledges that in completing the Work, that it may have access to student identity and educational record information, and that such information is the confidential property of Licensee also governed by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 12328. The Illuminate Platform is not to be used to process Protected Health Information (PHI) as defined in the Health Insurance Portability and Accountability Act (HIPAA) [Pub.L. 104–191, 110 Stat. 1936] without the Licensee entering into a separate Business Associate Agreement with the Licensors. Similarly, the Illuminate Platform is not to be used to process data subject to the Payment Card Industry Data Security Standard (PCI DSS) without the Licensee entering into a new agreement with the Licensors that outlines scope, auditability, and accountability.

Licensors agrees to return, transfer or certify the destruction of all Licensee Confidential Information upon termination of this Agreement.

Licensors shall keep Licensee information strictly confidential by using the same care and discretion that Licensors would use to protect its own Confidential Information. This provision shall survive termination of this Agreement.

3. Term & Termination

- a. **Term** – The term of this Agreement ("Term") will begin on the Effective Date and will expire on the contract anniversary date based upon the terms in Exhibit A, unless earlier terminated pursuant to the terms of this Agreement. This Agreement may be renewed

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annually; both parties shall complete the “N2N Illuminate Renewal Order Form” prior to expiration of this Agreement to indicate this intent.

b. Termination – This Agreement may be terminated upon the following terms and conditions:

- i. The License will terminate automatically upon any non-compliance with any of the restrictions identified in subsection 2b above.
- ii. Either party may terminate the Agreement at any time should the other party default on any of its material obligation under this Agreement if, within thirty (30) days after written notice, such other party has failed to begin good faith efforts to cure the default. To be effective, such written notice must specify the default and state the intention to terminate if default is not cured.
- iii. Either party may terminate this Agreement at any time if (i) the other party is declared insolvent or bankrupt, (ii) if a petition is filed in any court and not dismissed in ninety (90) days to declare one of the parties bankrupt or for a reorganization under the bankruptcy laws or similar statutes,; or (iii) if a trustee in bankruptcy or receiver or other similar entity is appointed for one of the parties.

4. Fee and Payment Terms

As full consideration for the License and other rights granted in this Agreement to Licensee, Fees will be payable as set forth in Exhibit A in accordance with payment terms also set forth therein.

a. Billing. Fees and expenses incurred will be invoiced to Client on a monthly basis and are due and payable by Client within thirty (30) days of the date of the invoice, but failure to submit an invoice shall not waive such fees and expenses.

b. Payments. Payments of N2N invoices shall be made in the following manner:

i. ACH Transfer

1. ACH or Wire Transfer is our preferred method for receiving your payment. The specific directions are as follows:

Bank Name: SunTrust Bank
Routing Number 061000104
Swift Code SNTRUS3A
United States of America
Account Name: N2N Services
Account Address: 3063 Peachtree Industrial Blvd. Ste. 200
Duluth, GA 30097
Account Number: 1000196092844

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ii. Mailing Checks

1. Any payments made via check or bank draft shall be mailed to the following address:

N2N Services Inc.
P.O Box 117135
Atlanta, GA 30368-7135

- c. **Late Payments.** A late payment charge of one and one-half percent (1½%) per month (annual rate of eighteen percent (18%)) will be added to any amounts more than thirty (30) days past due. If it should become necessary to turn this account over for collection, Client is responsible for all collection costs, including reasonable attorney's fees. In addition, N2N reserves the right, in N2N's sole and absolute discretion, to cease providing services without any liability to Client or any other third party in the event that Client is more than thirty (30) days past due on any amounts owed to N2N under this Agreement.

5. Warranties; Limitation of Liability

N2N warrants to Clients as follows:

N2N warrants that it has full title and ownership of the Illuminate Platform. N2N warrants that it has full power and authority to grant the license granted by this Agreement to Client.

- a. Except for the warranties set forth above in this section N2N makes no other warranties, either express or implied, including but not limited to implied warranties or fitness for a particular purpose.
- b. Under no circumstances will N2N be liable for any indirect, incidental, consequential or other special damages arising from the use, the results of the use or any failure of or defects in the Software, or otherwise arising out of or in connection with this Agreement, or for any claim by any third party, even if such person has been advised of the possibility of such damages or claim. The liability of N2N for actual damages arising out of or in connection with this Agreement will be limited to the total license fees paid to N2N by Client under this Agreement.
- c. **High-Risk Disclaimer.** For any Client who is authorized to use the services, Client understands and agrees that the Company's Illuminate services are not completely fault-tolerant and are not designed or intended for use in any high-risk or hazardous environment, including without limitation, the operation of nuclear facilities, aircraft navigation, air traffic control, life support machines, weapons systems or any other application where the failure or malfunction of any Product can reasonably be expected to result in death, personal injury,

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severe property damage or severe environmental harm (a “High Risk Environment”). Accordingly, (a) Client should not use the Company’s Illuminate services in a High Risk Environment, (b) any use of the Company’s Illuminate Services by Client in a high risk environment is at Client’s own risk, (c) Company, its Affiliates and suppliers will not be liable to Client in any way for use of the Company’s Illuminate services in a High Risk Environment and (d) Company makes no warranties or assurances, express or implied, regarding use of the Company’s Illuminate services in a High Risk Environment.

6. Services

- a. Implementation Services - N2N agrees to perform the services (the “Services”) described in Exhibit A attached hereto and incorporated herein by reference.
- b. Hosting - Upon the terms set forth in Exhibit A, N2N will host the Software for Client in a commercially available data center, including provision of bandwidth, storage and access to the N2N Software required to deliver the services detailed herein.
 - i. Licensee will be provided with one production environment and one pre-production environment.
 - ii. The pre-production environment can be connected to multiple data sources, for example a development and a QA environment. The pre-production environment is not provisioned with the same level of resources and should not be expected to perform in the same way as the production environment.
- c. Upgrades – This Agreement and the license contained herein pertain to the Software and any standard bug fixes, regular maintenance and product service releases during the term of this Agreement. Any Client enhancement requests will be evaluated against the established Software roadmap and delivered in alignment with planned enhancements unless Client specifically contracts for additions or enhancements as detailed below in professional development support services.
- d. Training – N2N will, upon request, provide a remotely delivered training class for API creation, and will also, upon request, provide a remotely delivered training class for system administration. Additionally, documentation and self-directed training materials will be available on the N2N support center website.
- e. Support – N2N will provide email access to reasonable Client support to designated Client professional staff on a business hour basis for non-emergency issues and after-hours support for emergency issues. N2N defines these business hours to be 9AM to 5PM Eastern time, Monday through Friday. Escalation shall be through contact of the N2N Client Success management team. During installation, Licensee will be provided with direct contact information for the Client Success management team members.

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To improve the support experience, clients and partners are expected to login to Illuminate (<https://illuminateapp.com>) to review the issue and try to identify the failing component before submitting the request. This is important since Illuminate is a multi-tiered application that has components which reach into Client infrastructure. Management of components in the Client's infrastructure (such as IIG/Dataport, or the institutional SIS) may be either collaboratively supported with N2N, or may be completely beyond N2N's control. N2N will provide the needed access to clients, partners and other representatives to support this issue review.

Failing components for issues can be:

- **Case 1** - N2N infrastructure issue - default logging
 - This issue is considered Critical if in Production if no workaround exists, or Medium if in QA or in Production if a reasonable workaround exists.
- **Case 2** - Client infrastructure that hosts N2N applications (ex: dataport, IIG, etc.) - default logging
 - The resolution of this issue will be contingent on the availability of Client resources, their infrastructure, and the resources available to debug, troubleshoot, and resolve the issue. Therefore, the response times are very much dependent on the Client resources. Client should work closely with N2N staff to determine the response time and resolve the issue. Once the Client assigns the resources and resolves the failing components, N2N will follow the same SLA response and resolution times as identified in the Case 1 section above.
- **Case 3** - Client infrastructure that hosts source/destination data (ex: SIS) - default logging
 - The resolution of this issue will be contingent on the availability of Client resources, their infrastructure, and the resources available to debug, troubleshoot, and resolve the issue. Therefore, the response times are very much dependent on the Client resources. Client should work closely with N2N staff to determine the response time and resolve the issue. Once the Client assigns the resources and resolves the failing components, N2N will follow the same SLA response and resolution times as identified in the Case 1 section above.
- **Case 4** - Data Transformation/Translation issue - **optional encrypted payload logging needed for timely resolution of issue type**
 - N2N relies on clients to provide complete specifications, and test the APIs and applications in QA environment and sign-off prior to production release.
 - If an application was signed off in QA and was not changed in production, and results in issues because of incomplete test plans or incomplete test scenarios, these issues will be considered **low** priority. N2N will assign this issue to the respective application analysts for debug, troubleshooting, and resolution.
 - If an application was signed off in QA and was not changed in production, and results in issues because of incomplete specifications, then these issues will be considered **change requests** and is not a support case.



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- **Case 5 - API/Application issue/defect - optional encrypted payload logging needed for timely resolution of issue type**
 - N2N relies on clients to provide complete specifications, and test the APIs and applications in QA environment and sign-off prior to production release.
 - If an application was signed off in QA and was not changed in production, and results in issues because of incomplete test plans or incomplete test scenarios, these issues will be considered **low** priority. N2N will assign this issue to the respective application analysts for debug, troubleshooting, and resolution.
 - If an application was signed off in QA and was not changed in production, and results in issues because of incomplete specifications, then these issues will be considered **change requests** and is not a support case.

Please indicate your selected choice for optional payload logging:

- _____ Licensee authorizes N2N Services to store encrypted payload data by default in non-Production environments.
- _____ Licensee authorizes N2N Services to store encrypted payload data by default in Production environments.
- _____ Licensee DOES NOT authorize N2N services to store encrypted payload data by default in any environment, and I will provide N2N authorization (via email to appsupport@n2nservices, by an authorized individual) if this is necessary to resolve an issue. I understand that response time for resolving issues, as specified in Case 4 or Case 5 above, will likely be affected.

Definitions for all support cases:

N2N will provide email access to reasonable customer support to designated Licensee professional staff on a business hour basis for non-emergency issues and after-hours support for emergency issues (Severity: Critical). N2N defines business hours to be 9AM to 5PM Eastern time, Monday through Friday. Escalation shall be through contact of the N2N Client Success management team. During installation, Licensee will be provided with direct contact information for the Client Success management team members.

- Production Issues (Severity: Critical, insofar as they meet the requirements as defined in **Case 1** above. Otherwise, the issue will be addressed at a lower priority)

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- Quality Assurance Issues (Severity: Medium)
- All other issues (Severity: Low)

Initial acknowledgement of a request of any priority will go out in 2 hours of receiving the request (if the request is received in business hours). If a request is received after business hours, the acknowledgement will go out the next business day (unless the issue is of Critical priority).

Contact by a technician:

- Critical Priority: within an hour of initial acknowledgement
- Medium Priority: Within one business day of initial acknowledgement
- Low Priority: Within three business days of initial acknowledgement

Expected resolution time by severity and failing component:

- Critical Priority: Resources will be assigned immediately to resolve the issue
- Otherwise, N2N Client Success will discuss with the Licensee and based on the nature of the issue, establish expectations/timeline.

- f. Service Level Agreement – N2N shall operate the Illuminate application with a service level of 99.95%, no more than 22 minutes of unscheduled downtime per month. This does not include announced maintenance windows. This service level applies to the cloud-hosted Illuminate User Interface and to the cloud-hosted Illuminate Process Engine. Aggregate end-to-end service for an Illuminate-managed API requires the availability of the N2N Dataport and the Client data source. The Dataport's availability is dependent on the Client-managed virtual machine which executes the applications in the Dataport container. The data source is also under the Client's management. Outages in non-N2N managed resources or services do not count against availability of Illuminate for this service guarantee. If the service is available less than the stated thresholds in a given month, a credit of 10% of the month's subscription fee (paid by Client or on behalf of Client by an N2N partner; 10% of 1/12 of the annual subscription fee) will accrue to the next annual renewal period.
- g. Professional Development – N2N shall provide professional development services upon request on a cost per project basis. Such requests (current and future) will be documented in a Statement of Work (SOW) and will reference the terms and conditions of this Agreement. Such services include non-recurring engineering development fees and consultation on best practices related to utilization of N2N Software.

7. Disclaimer and Assignment

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Master Subscription Agreement

This Agreement sets forth the entire agreement and understanding between the parties and supersedes and merges all prior oral and written understandings, representations and discussions between them respecting its subject matter. This Agreement may be amended only by a written agreement executed by Licensor and Licensee. No rights, obligations, representations or terms, other than those expressly recited herein, are to be implied from the Agreement. This Agreement shall be binding upon and inure to the benefit of Licensor and Licensee and their respective successors and assigns; provided, however, Licensee may not assign or otherwise transfer its rights or obligations hereunder.

8. Notices

Any notice required or permitted to be given to either Party under this Agreement shall be effective upon deposit in the United States mail, postage prepaid, addressed as follows:

N2N Services Inc.
Attn: Operations Manager
3063 Peachtree Ind. Blvd
Duluth, GA 30097
Email – accounting@n2nservices.com

Notice to Client:
client name

Attention: _____

Street Address: _____

Phone Number: _____

Email: _____

9. Miscellaneous

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one agreement.

10. Force Majeure.

If N2N is prevented from performing any task hereunder, in whole or in part, as a result of an Act of God, war, terrorism, pandemic (not foreseeable as of the Effective Date), civil disturbance, labor disputes outside of N2N's control, or other cause beyond its reasonable control, such failure to perform shall not be grounds for termination of this Agreement; provided, however, that such force majeure condition shall not excuse a Party's obligation to perform those tasks that are not prevented by the force majeure condition.

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11. Severability

Every provision of this Agreement is intended to be severable, and if any term or provision hereof or thereof shall be invalid, illegal or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions hereof or thereof shall not be affected or impaired thereby, and any invalidity, illegality and unenforceability in any jurisdiction shall not affect the validity, legality and enforceability of any such term or provision in any other jurisdiction.

12. Governing Law

This Agreement shall be governed by the laws of the State of Georgia without regard to conflicts of law.

Each of the parties of this Agreement has caused this Agreement to be signed in its name and on behalf of its duly authorized representative as of the date first above written.



Master Subscription Agreement

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto as of the date adjacent to their respective signatures below.

Licensee: *client name*****

Licensor: N2N Services

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Master Subscription Agreement

EXHIBIT A

TO THE AGREEMENT BETWEEN

N2N SERVICES (“N2N”)

AND

_____ (“LICENSEE”)

Licensed Product and Fee Structure

Unless stated otherwise, the Master Subscription Agreement covers the following software modules of the Illuminate Platform:

- API Management Console Interface
- API / Transaction Monitoring Dashboard
- Interface Designer (API to API data exchange and transformation engine)

| Term | | |
|------------|------|----------|
| Start Date | Term | End Date |
| | | |

*****Select the required products below and delete unneeded rows*****

| Selection Product License Fees | | | |
|--------------------------------|---|---------------|---|
| “X” | Service | Term (Months) | Annual Fee |
| | Illuminate Annual Subscription for Modo Labs Connection/Partner, Modo Paid Version . Does not include Illuminate API Management Console Interface or the Interface Designer Workflow unless combined with an Illuminate subscription for Photon, Wave, or Spectrum. | 12 | Included with Modo Labs subscription; see note 1 |
| | Illuminate Annual Subscription for Modo Labs Connection/Partner, Standard Version . Does not include Illuminate API Management Console Interface or the Interface Designer Workflow unless combined with an Illuminate subscription for Photon, Wave, or Spectrum. | 12 | Contact N2N |
| | Illuminate Annual Subscription for Modo Labs Connection/Partner. XModule SDK support . Does not include the subscription cost of XModule, which is licensed directly from Modo Labs. Does not include Illuminate API Management Console Interface or the Interface Designer | 12 | Contact N2N |

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|--|--|----|---------------|
| | Workflow unless combined with an Illuminate subscription for Photon, Wave, or Spectrum. | | |
| | Illuminate Annual Subscription for Illuminate certified Build - SDK Registration APIs | 12 | Contact N2N |
| | Illuminate Annual Subscription for Hobsons support. Does not include Illuminate API Management Console Interface or the Interface Designer Workflow unless combined with an Illuminate subscription for Photon, Wave, or Spectrum. | 12 | Contact N2N |
| | Illuminate Annual Subscription for Folderwave support. Does not include Illuminate API Management Console Interface or the Interface Designer Workflow unless combined with an Illuminate subscription for Photon, Wave, or Spectrum. | 12 | Contact N2N |
| | Illuminate Annual Subscription for ACI support. Does not include Illuminate API Management Console Interface or the Interface Designer Workflow unless combined with an Illuminate subscription for Photon, Wave, or Spectrum. | 12 | Contact N2N |
| | Illuminate Annual Subscription for Coursedog support. Does not include Illuminate API Management interface Designer Workflow unless combined with an Illuminate subscription for Photon, Wave, or Spectrum. | 12 | Contact N2N |
| | Illuminate Annual Subscription for PayMyTuition support. Does not include Illuminate API Management Console Interface or the Interface Designer Workflow unless combined with an Illuminate subscription for Photon, Wave, or Spectrum. | 12 | Varies by SIS |
| | Illuminate Annual Subscription for NorthStar support. Does not include Illuminate API Management Console Interface or the Interface Designer Workflow unless combined with an Illuminate subscription for Photon, Wave, or Spectrum. | 12 | Contact N2N |
| | Illuminate Annual Subscription for TouchNet OneCard support. Does not include Illuminate API Management Console Interface or the Interface Designer Workflow unless combined with an Illuminate subscription for Photon, Wave, or Spectrum. | 12 | Contact N2N |
| | Illuminate Annual Subscription for PageUp support. Does not include Illuminate API Management Console Interface or the Interface Designer Workflow unless combined with an Illuminate subscription for Photon, Wave, or Spectrum. | 12 | Contact N2N |
| | Illuminate Annual Subscription for PayClearly support. Does not include Illuminate API Management Console Interface or | 12 | Contact N2N |

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| | | | |
|--|---|----|-------------|
| | the Interface Designer Workflow unless combined with an Illuminate subscription for Photon, Wave, or Spectrum. | | |
| | Illuminate Annual Subscription for Mazévo support. Does not include Illuminate API Management Console Interface or the Interface Designer Workflow unless combined with an Illuminate subscription for Photon, Wave, or Spectrum. | 12 | Contact N2N |
| | Illuminate Annual Subscription for CampusCE support. Does not include Illuminate API Management Console Interface or the Interface Designer Workflow unless combined with an Illuminate subscription for Photon, Wave, or Spectrum. | 12 | Contact N2N |
| | Illuminate Annual Subscription for Softdocs support. Does not include Illuminate API Management Console Interface or the Interface Designer Workflow unless combined with an Illuminate subscription for Photon, Wave, or Spectrum. | 12 | Contact N2N |
| | Other partner (specify): | 12 | Contact N2N |
| | Illuminate Annual Photon Subscription Includes: <ul style="list-style-type: none"> • 1 Data Source (Connection), 1 Consumer • 3 Users, 2 environments • API Library to manage up to 50 APIs • API Builder with SQL Wizard • 100k API calls per month • 99.95% SLA | 12 | Contact N2N |
| | Illuminate Annual Wave Subscription Includes: <ul style="list-style-type: none"> • 5 Data Sources (Connections), 10 Consumers • Unlimited Users, 2 environments • API Library to manage APIs • API Builder with SQL, DB Procedure, Endpoint, File As Source • Interface Designer Workflow • 1M API calls per month • 99.95% SLA | 12 | Contact N2N |
| | Illuminate Annual Spectrum Subscription Includes: <ul style="list-style-type: none"> • 15 Data Sources (Connections), 30 Consumers | 12 | Contact N2N |

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| | | | |
|--------------|--|--|--|
| | <ul style="list-style-type: none">• Unlimited Users, 2 environments• API Library to manage APIs• API Builder with SQL, DB Procedure, Endpoint, File As Source• Interface Designer Workflow• 10M API calls per month• 99.95% SLA | | |
| Total | | | |



Master Subscription Agreement

Client responsibilities

- Client Responsibilities include:
 - Assign a designated liaison with responsibility for coordinating all N2N implementation engagement
 - Ensure that appropriate Client personnel participate in all scheduled meetings, activities and tasks
 - Gather and provide relevant documentation in a timely manner as required to complete implementation services;
 - Provide N2N with appropriate access to all relevant internal and external systems for implementation services

Conditions and Notes

1. Hosting Services are provided by N2N for the Authorized users of N2N Software including equipment, data storage, redundancy, backups, and related services. These services are included as part of the License Fee described above.
2. Support Services are provided based on details identified in section 6 above. These services are included as part of the License Fee described above.
3. An Illuminate improvement fee of up to 5% of the Illuminate Annual Subscription Fee may be added to the Annual Subscription Fee upon each subsequent annual renewal.
4. Client shall pay all invoices within thirty (30) days after receipt of an invoice.
5. **Additional Connections for Photon or Wave can be licensed by Client for an additional Annual Subscription Fee of \$5,000/annually per connection as requested by Client. Multiple Connections can be licensed at discounted rate per connection if requested by Client. Each additional licensed connection comes with two additional Consumer licenses.**



Master Subscription Agreement

EXHIBIT B
TO THE AGREEMENT BETWEEN
N2N SERVICES (“N2N”)
AND
_____ (**“LICENSEE”**)

Standard and Additional Services and Fee Structure

Certain N2N product offerings may include implementation services. Licensee may also elect to purchase additional professional services from N2N

| Term | | |
|------------|------|----------|
| Start Date | Term | End Date |
| | | |

| Selection | Services and License Fees | | |
|-----------|--|---------------|-------------|
| | Service | Term (Months) | Annual Fee |
| | Illuminate Implementation Service Fees | one-time | Contact N2N |
| | Illuminate Implementation Service Fees for Partner Connection/Partner | one-time | Included |
| | Additional Statement of Work, optionally incorporated in Exhibit B directly or by Attachment | | TBD |
| Total | | | |



Master Subscription Agreement

Illuminate Scope of Work

Services

- Illuminate Implementation Service Fees:
 - Included with first year subscription
- Illuminate Implementation Service Fees for Connection/Partner: Development of Illuminate scripts/processes to allow the Illuminate platform to execute data requests from Client's Partner Platform to/from Client's data target/source including:
 - Development of Illuminate scripts/processes required to execute platform required APIs
 - Modifications / Enhancements of scripts/processes required during User Acceptance Testing
 - Training of Client staff on managing updates/extension of Illuminate scripts for future Partner/Connectors

Client Responsibilities

- Client Responsibilities include:
 - Assign a designated liaison with responsibility for coordinating all N2N implementation engagement
 - Ensure that appropriate Client personnel participate in all scheduled meetings, activities and tasks
 - Gather and provide relevant documentation in a timely manner as required to complete implementation services;
 - Provide N2N with appropriate access to all relevant internal and external systems for implementation services

EXHIBIT G

(Master Services Agreement)

SUPPLIER COMMITMENT & PROGRAM PROMOTION

Supplier Commitment

The Foundation for California Community Colleges (“Foundation”) asks each Supplier to make four basic commitments to ensure the overall success of the program.

Corporate Commitment - A commitment that the Foundation has the support of senior management, and that the Foundation contract is the Supplier’s primary offering to Participating Agencies, specifically to the California Community Colleges. The Supplier shall make its existing public and private agency clients aware of its Foundation contract, and upon the public and private agency’s request, such agency will be transitioned to the Supplier’s Foundation contract.

Sales Commitment - A commitment that the Supplier will market Foundation contract and that the sales force will be trained, engaged and committed to offering Foundation agreement to Participating Agencies nationwide, with a further commitment that all Foundation sales be accurately and timely reported.

Service Commitment - A commitment that the Supplier will provide at minimum the level of service defined in the agreement to any and all Participating Agencies purchasing through Foundation’s contract.

Communication and Information Commitment - Establish the following communication links to facilitate customer access and communication:

- ❑ An email address for general inquiries
- ❑ Provide the following for Foundation website use:
 - Standard logos
 - Summary of products and pricing
 - Information web-link to Supplier’s website
 - Overall information about Supplier
 - Other promotional material as desired

Supplier Program Promotion

The Foundation recognizes that each Supplier has a successful business and may choose to meet its commitments to Foundation purchasing programs in a variety of ways that best suit the supplier’s business model, organization and market approach. The following are Program Standards intended to assist the supplier in successfully implementing the Foundation contract:

Account Management Team – The Supplier shall provide an Account manager with the authority and responsibility for the overall success of the Foundation contract within the Supplier’s organization. The Supplier shall also designate a Lead Referral Contact Person, responsible for receiving communications from Foundation concerning new public agency registrations, and for ensuring timely follow up by the Supplier’s staff to requests for contact from public school districts. Additionally, Foundation suggests the

Supplier implement and support a Supplier-based internet web page dedicated to the Supplier's Foundation program and linked to the CollegeBuys website.

Quarterly Review – Upon request, Foundation will schedule a quarterly review with the Supplier to evaluate the Supplier's performance of Supplier Commitments and Program Standards outlined herein.

Foundation Purchasing Program Awareness – Foundation is responsible for marketing the overall Foundation purchasing program concept and programs to Participating Agencies. Foundation marketing is intended to supplement and enhance the direct sales effort of the Supplier. The Supplier assists by providing promotional material such as logos and by participating in related trade shows and conferences. Foundation employs a marketing team, a web-based lead referral system, a network of partner associations, direct mail, the Internet and newsletters and other publications to increase CollegeBuys awareness.

Supplier Sales - Supplier is responsible for proactive direct sales of Supplier's goods and services to Participating Agencies and the timely follow up to leads established by Foundation. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All sales materials are to use the CollegeBuys logo. Foundation will provide each Supplier with its logo and the standards to be employed in the use of the logo. At a minimum, the Supplier's sales initiatives should communicate:

- ☐ No cost to participate
- ☐ Non-exclusive contracts

Sales Force Training - Supplier is responsible for the training of its sales force on the Foundation contract. Foundation may provide training materials and generally assist with the education of sales personnel. At a minimum, sales training should include:

- ☐ Key features of Foundation contract
- ☐ Understanding of the process of development of the Agreement
- ☐ Working knowledge of Foundation Organization and Solicitation Process
- ☐ Awareness of the range of Participating Agencies that can access Foundation

EXHIBIT H
(Master Services Agreement)

SAMPLE FORM OF SUPPLIER QUARTERLY REPORTING TO FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

| College Name Association Name | PO Number | Supplier Invoice Number | Invoice Amount \$ | Savings \$ | FCCC Admin. Fee \$ |
|----------------------------------|--------------|-------------------------------|-------------------------|---------------|--------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL | - | - | | | |

NOTE: Reports to be submitted in Microsoft Excel

*Excluding taxes, additional services and transportation

EXHIBIT I

(Master Services Agreement)

COOPERATIVE UTILIZATION

This Master Agreement is available to any and all public agencies, public and private school districts, as well as public and private colleges or universities (referred to individually as “Participating Agency” or collectively as “Participating Agencies”), specifically including California Community Colleges, which are supported, in part, by the Foundation.

A list of all California Community Colleges, California State Universities, and AICCU Member Institutions is provided below for reference. K-12 districts may also procure under this Agreement pursuant to Public Contract Code Section 20118. The below list does not preclude any Participating Agency that is not listed from purchasing from this Agreement.

List of California Community Colleges

| District | College | College Address | City | Zip |
|-------------------------|--------------------------------|----------------------------------|---------------------|------------|
| Allan Hancock Joint CCD | Allan Hancock College | 800 S. College Dr. | Santa Maria | 93454 |
| Antelope Valley CCD | Antelope Valley College | 3041 West Ave K. | Lancaster | 93536 |
| Barstow CCD | Barstow College | 2700 Barstow Rd | Barstow | 92311 |
| Butte-Glenn CCD | Butte College | 3536 Butte Campus Dr. | Oroville | 95965 |
| Cabrillo CCD | Cabrillo College | 6500 Soquel Dr. | Aptos | 95003 |
| Cerritos CCD | Cerritos College | 111110 Alondra Boulevard | Norwalk | 90650 |
| Chabot-Las Positas CCD | Chabot College | 25555 Hesperian Blvd. | Hayward | 94545 |
| Chabot-Las Positas CCD | Las Positas College | 3033 Collier Canyon Rd. | Livermore | 94551 |
| Chaffey CCD | Chaffey College | 5885 Haven Ave. | Rancho Cucamonga | 91737 |
| Citrus CCD | Citrus College | 1000 West Foothill Blvd. | Glendora | 91741 |
| Coast CCD | Coastline Community College | 11460 Warner Avenue | Fountain Valley | 92708 |
| Coast CCD | Golden West College | 15744 Goldenwest St. | Huntington Beach | 92647 |
| Coast CCD | Orange Coast College | 2701 Fairview Rd, PO Box 5005 | Costa Mesa | 92628 |
| Compton CCD | Compton College | 1111 Artesia Blvd. | Compton | 90221 |
| Contra Costa CCD | Contra Costa College | 2600 Mission Bell Dr. | San Pablo | 94806 |
| Contra Costa CCD | Diablo Valley College | 321 Golf Club Rd. | Pleasant Hill | 94523 |
| Contra Costa CCD | Los Medanos College | 2700 E. Leland Rd. | Pittsburg | 94565 |
| Copper Mountain CCD | Copper Mountain College | 6162 Rotary Way (PO Box 1398) | Joshua Tree | 92252 |
| Desert CCD | College of the Desert | 43500 Monterey Ave | Palm Desert | 92260 |
| El Camino CCD | El Camino College | 16007 Crenshaw Blvd. | Torrance | 90506 |
| Feather River CCD | Feather River College | 570 Golden Eagle Ave | Quincy | 95971 |
| Foothill-De Anza CCD | De Anza College | 21250 Stevens Creek Blvd. | Cupertino | 95014 |
| Foothill-De Anza CCD | Foothill College | 12345 El Monte Rd | Los Altos Hills | 94022 |
| Gavilan CCD | Gavilan College | 5055 Santa Teresa Blvd. | Gilroy | 95020 |
| Glendale CCD | Glendale College | 1500 N Verdugo Rd. | Glendale | 91208 |

| District | College | College Address | City | Zip |
|------------------------|--|-----------------------------|----------------|------------|
| Grossmont-Cuyamaca CCD | Cuyamaca College | 900 Rancho San Diego Pkwy. | El Cajon | 92019 |
| Grossmont-Cuyamaca CCD | Grossmont College | 8800 Grossmont College Dr. | El Cajon | 92020 |
| Hartnell Joint CCD | Hartnell College | 156 Homestead Ave. | Salinas | 93901 |
| Imperial Valley CCD | Imperial Valley College | 380 E. Aten | Imperial | 92251 |
| Kern CCD | Bakersfield College | 1801 Panorama Dr. | Bakersfield | 93305 |
| Kern CCD | Cerro Coso Community College | 3000 College Heights Blvd | Ridgecrest | 93555 |
| Kern CCD | Porterville College | 100 E College Ave. | Porterville | 93257 |
| Lake Tahoe CCD | Lake Tahoe Community College | 1 College Dr. | So. Lake Tahoe | 96150 |
| Lassen CCD | Lassen College | P.O. Box 3000 | Susanville | 96130 |
| Long Beach CCD | Long Beach City College - Liberal Arts | 1305 E Pacific Coast Hwy | Long Beach | 90806 |
| Los Angeles CCD | East Los Angeles College | 1301 Avenida Cesar Chavez | Monterey Park | 91754 |
| Los Angeles CCD | Los Angeles City College | 855 N Vermont Ave. | Los Angeles | 90029 |
| Los Angeles CCD | Los Angeles Harbor College | 1111 Figueroa Pl. | Wilmington | 90744 |
| Los Angeles CCD | Los Angeles Mission College | 13356 Eldridge Ave | Sylmar | 91342 |
| Los Angeles CCD | Los Angeles Pierce College | 6201 Winnetka Ave., PMB 103 | Woodland Hills | 91371 |
| Los Angeles CCD | Los Angeles Southwest College | 1600 Imperial Hwy. | Los Angeles | 90047 |
| Los Angeles CCD | Los Angeles Trade-Tech College | 400 W. Washington Blvd. | Los Angeles | 90015 |
| Los Angeles CCD | Los Angeles Valley College | 5800 Fulton Ave. | Valley Glen | 91401 |
| Los Angeles CCD | West Los Angeles College | 9000 Overland Ave. | Culver City | 90230 |
| Los Rios CCD | American River College | 4700 College Oaks Dr. | Sacramento | 95841 |
| Los Rios CCD | Cosumnes River College | 8401 Center Pkwy. | Sacramento | 95823 |
| Los Rios CCD | Folsom Lake College | 100 Clarksville Road | Folsom | 95630 |
| Los Rios CCD | Sacramento City College | 3835 Freeport Blvd. | Sacramento | 95822 |
| Marin CCD | College of Marin | 835 College Ave. | Kentfield | 94904 |
| Mendocino-Lake CCD | Mendocino College | 1000 Hensley Creek Rd. | Ukiah | 95482 |
| Merced CCD | Merced College | 3600 M Street | Merced | 95348 |

| District | College | College Address | City | Zip |
|-------------------------|-------------------------------|-------------------------|----------------|------------|
| MiraCosta CCD | MiraCosta College | One Bernard Dr. | Oceanside | 92056 |
| Monterey Peninsula CCD | Monterey Peninsula College | 980 Fremont St. | Monterey | 93940 |
| Mt. San Jacinto CCD | Mt. San Jacinto College | 1499 N State St. | San Jacinto | 92583 |
| Mt. San Antonio CCD | Mt. San Antonio College | 1100 N Grand Ave. | Walnut | 91789 |
| Napa Valley CCD | Napa Valley College | 2277 Napa-Vallejo Hwy. | Napa | 94558 |
| North Orange County CCD | Cypress College | 9200 Valley View Street | Cypress | 90630 |
| North Orange County CCD | Fullerton College | 321 E. Chapman Ave. | Fullerton | 92832 |
| Ohlone CCD | Ohlone College | 43600 Mission Blvd. | Fremont | 94539 |
| Online CCD | Calbright College | 1070 Innovation Way | Sunnyvale | 94089 |
| Palo Verde CCD | Palo Verde College | One College Dr. | Blythe | 92225 |
| Palomar CCD | Palomar College | 1140 West Mission Rd | San Marcos | 92069 |
| Pasadena Area CCD | Pasadena City College | 1570 E. Colorado Blvd. | Pasadena | 91106 |
| Peralta CCD | Berkeley City College | 2050 Center Street | Berkeley | 94707 |
| Peralta CCD | College of Alameda | 555 Atlantic Avenue | Alameda | 94501 |
| Peralta CCD | Laney College | 900 Fallon Street | Oakland | 94607 |
| Peralta CCD | Merritt College | 12500 Campus Dr. | Oakland | 94619 |
| Rancho Santiago CCD | Santa Ana College | 1530 w. 17TH St. | Santa Ana | 92706 |
| Rancho Santiago CCD | Santiago Canyon College | 8045 E. Chapman Ave. | Orange | 92869 |
| Redwoods CCD | College of the Redwoods | 7351 Tompkins Hill Rd. | Eureka | 95501 |
| Rio Hondo CCD | Rio Hondo College | 3600 Workman Mill Rd. | Whittier | 90601 |
| Riverside CCD | Moreno Valley College | 16130 Lasselle St. | Moreno Valley | 92551 |
| Riverside CCD | Norco College | 2001 Third St. | Norco | 92860 |
| Riverside CCD | Riverside City College | 4800 Magnolia Ave. | Riverside | 92506 |
| San Bernardino CCD | Crafton Hills College | 11711 Sand Canyon Road | Yucaipa | 92399 |
| San Bernardino CCD | San Bernardino Valley College | 701 S. Mt Vernon Ave. | San Bernardino | 92410 |
| San Diego CCD | San Diego City College | 1313 Park Blvd. | San Diego | 92101 |
| San Diego CCD | San Diego Mesa College | 7250 Mesa College Dr. | San Diego | 92111 |

| District | College | College Address | City | Zip |
|---------------------------------|-------------------------------|---------------------------|-----------------|------------|
| San Diego CCD | San Diego Miramar College | 10440 Black Mountain Rd | San Diego | 92126 |
| San Francisco CCD | City College of San Francisco | 50 Phelan Ave | San Francisco | 94112 |
| San Joaquin Delta CCD | San Joaquin Delta College | 5151 Pacific Ave. | Stockton | 95207 |
| San Jose-Evergreen CCD | Evergreen Valley College | 3095 Yuerba Buena Rd. | San Jose | 95135 |
| San Jose-Evergreen CCD | San Jose City College | 2100 Moorpark Ave | San Jose | 95128 |
| San Luis Obispo County CCD | Cuesta College | P.O. Box 8106 | San Luis Obispo | 93403 |
| San Mateo County CCD | Cañada College | 4200 Farm Hill Boulevard | Redwood City | 94061 |
| San Mateo County CCD | College of San Mateo | 1700 West Hillsdale Blvd. | San Mateo | 94402 |
| San Mateo County CCD | Skyline College | 3300 College Dr. | San Bruno | 94066 |
| Santa Barbara CCD | Santa Barbara City College | 721 Cliff Dr. | Santa Barbara | 93109 |
| Santa Clarita CCD | College of the Canyons | 26455 Rockwell Canyon Rd. | Santa Clarita | 91355 |
| Santa Monica CCD | Santa Monica College | 1900 Pico Blvd | Santa Monica | 90405 |
| Sequoias CCD | College of the Sequoias | 915 S. Mooney Blvd. | Visalia | 93277 |
| Shasta-Tehama-Trinity Joint CCD | Shasta College | P.O. Box 496006 | Redding | 96049 |
| Sierra Joint CCD | Sierra College | 5100 Sierra College Blvd. | Rocklin | 95677 |
| Siskiyou Joint CCD | College of the Siskiyous | 800 College Ave. | Weed | 96094 |
| Solano CCD | Solano Community College | 4000 Suisun Valley Rd. | Fairfield | 94534 |
| Sonoma County JCD | Santa Rosa Junior College | 1501 Mendocino Ave. | Santa Rosa | 95401 |
| South Orange County CCD | Irvine Valley College | 5500 Irvine Center Dr. | Irvine | 92720 |
| South Orange County CCD | Saddleback College | 28000 Marguerite Parkway | Mission Viejo | 92692 |
| Southwestern CCD | Southwestern College | 900 Otay Lakes Rd. | Chula Vista | 91910 |
| State Center CCD | Clovis College | 10309 N. Willow Avenue | Fresno | 93730 |
| State Center CCD | Fresno City College | 1101 E University Ave. | Fresno | 93741 |
| State Center CCD | Madera College | 30277 Avenue 12 | Madera | 93638 |
| State Center CCD | Reedley College | 995 North Reed Ave. | Reedley | 93654 |
| Ventura County CCD | Moorpark College | 7075 Campus Rd | Moorpark | 93201 |

| District | College | College Address | City | Zip |
|-------------------------|--------------------------------|-------------------------------|-------------|------------|
| Ventura County CCD | Oxnard College | 4000 S Rosa Ave. | Oxnard | 93033 |
| Ventura County CCD | Ventura College | 4667 Telegraph Rd. | Ventura | 93003 |
| Victor Valley CCD | Victor Valley College | 18422 Bear Valley Rd. | Victorville | 92392 |
| West Hills CCD | West Hills College Coalinga | 300 Cherry Lane | Coalinga | 93210 |
| West Hills CCD | West Hills College Lemoore | 555 College Ave. | Lemoore | 93245 |
| West Kern CCD | Taft College | 29 Emmons Park Dr. | Taft | 93268 |
| West Valley-Mission CCD | Mission College | 3000 Mission College Blvd | Santa Clara | 95054 |
| West Valley-Mission CCD | West Valley College | 14000 Fruitvale Ave. | Saratoga | 95070 |
| Yosemite CCD | Columbia College | 11600 Columbia College Dr. | Sonora | 95370 |
| Yosemite CCD | Modesto Junior College | 435 College Ave. | Modesto | 95350 |
| Yuba CCD | Woodland Community College | 2300 E. Gibson Rd. | Woodland | 95776 |
| Yuba CCD | Yuba College | 2088 N. Beale Rd. | Marysville | 95901 |

List of California State Universities

| Institution | Address | City | Zip |
|---|------------------------------------|-----------------|------------|
| California State University, Bakersfield | 9001 Stockdale Highway | Bakersfield | 93311 |
| California State University, Channel Islands | 1 University Drive | Camarillo | 93012 |
| California State University, Chico | 400 West First Street | Chico | 95929 |
| California State University, Dominguez Hills | 1000 E. Victoria Street | Carson | 90747 |
| California State University, East Bay | 25800 Carlos Bee Boulevard | Hayward | 94543 |
| California State University, Fresno | 5421 N. Maple Avenue | Fresno | 93740 |
| California State University, Fullerton | 800 N. State College Boulevard | Fullerton | 92831 |
| Humboldt State University | 1 Harpst Street | Arcata | 95521 |
| California State University, Long Beach | 1250 Bellflower Boulevard | Long Beach | 90840 |
| California State University, Los Angeles | 5151 State University Drive | Los Angeles | 90032 |
| California State University Maritime Academy | 200 Maritime Academy Drive | Vallejo | 94590 |
| California State University, Monterey Bay | 5108 Fourth Avenue | Marina | 93933 |
| California State University, Northridge | 18111 Nordhoff Street | Northridge | 91330 |
| California State Polytechnic University, Pomona | 3801 West Temple Avenue | Pomona | 91768 |
| California State University, Sacramento | 6000 J Street | Sacramento | 95819 |
| California State University, San Bernardino | 5500 University Parkway | San Bernardino | 92407 |
| San Diego State University | 5500 Campanile Drive | San Diego | 92182 |
| San Francisco State University | 1600 Holloway Avenue | San Francisco | 94132 |
| San Jose State University | One Washington Square | San Jose | 95192 |
| California State Polytechnic University, San Luis Obispo | 1 Grand Avenue | San Luis Obispo | 93407 |
| California State University, San Marcos | 333 South Twin Oaks Valley Road | San Marcos | 92096 |
| Sonoma State University | 1801 East Cotati Avenue | Rohnert Park | 94928 |
| California State University, Stanislaus | One University Circle | Turlock | 95382 |

List of AICCU Member Institutions

| Institution | Address | City | Zip |
|---|------------------------------------|---------------|------------|
| American Jewish University | 15600 Mulholland Drive | Los Angeles | 90077 |
| Antioch University | 400 Corporate Pointe | Culver City | 90230 |
| ArtCenter | 1700 Lida Street | Pasadena | 91103 |
| Biola University | 13800 Biola Avenue | La Miranda | 90639 |
| Brandman University | 16355 Laguna Canyon Road | Irvine | 92618 |
| California Baptist University | 8432 Magnolia Avenue | Riverside | 92504 |
| California College of the Arts | 1111 Eighth Street | San Francisco | 94107 |
| California Institute of Integral Studies | 1453 Mission Street | San Francisco | 94107 |
| California Institute of Technology | 1200 E. California Boulevard | Pasadena | 91125 |
| California Institute of the Arts | 24700 McBean Parkway | Valencia | 91355 |
| California Lutheran University | 60 W. Olsen Road | Thousand Oaks | 91360 |
| Chapman University | One University Drive | Orange | 92866 |
| Charles R. Drew University | 1731 East 120th Street | Los Angeles | 90059 |
| Chicago School of Professional Psychology | 617 W. 7th Street | Los Angeles | 90017 |
| Claremont Graduate University | 150 E. 10th Street | Claremont | 91711 |
| Claremont McKenna College | 888 Columbia Avenue | Claremont | 91711 |
| Columbia College Hollywood | 18618 Oxnard Street | Tarzana | 91356 |
| Concordia University Irvine | 1530 Concordia West | Irvine | 92612 |
| Dominican University of California | 50 Acacia Avenue | San Raphael | 94901 |
| Fielding Graduate University | 2020 De la Vina Street | Santa Barbara | 93105 |
| Fresno Pacific University | 1717 S. Chestnut Ave. East Hall | Fresno | 93702 |
| Golden Gate University | 536 Mission Street | San Francisco | 94105 |
| Harvey Mudd College | 301 Platt Boulevard | Claremont | 91711 |
| Holy Names University | 3500 Mountain Boulevard | Oakland | 94619 |
| Humphreys University | 6650 Inglewood Avenue | Stockton | 95207 |
| International Technological University | 2711 North First Street | San Jose | 95134 |
| John F. Kennedy University | 100 Ellinwood Way | Pleasant Hill | 94523 |
| Keck Graduate Institute | 535 Watson Drive | Claremont | 91711 |
| La Sierra University | 4500 Riverwalk Parkway | Riverside | 92505 |
| Laguna College of Art + Design | 2222 Laguna Canyon Road | Laguna Beach | 92651 |
| Life Pacific College | 1100 West Covina Boulevard | San Dimas | 91733 |
| Loma Linda University | 11139 Anderson Street | Loma Linda | 92350 |
| Los Angeles Pacific University | 300 N. Lone Hill Ave., # 200 | San Dimas | 91733 |

| Institution | Address | City | Zip |
|---|-------------------------------|---------------------|------------|
| Loyola Marymount University | 1 LMU Drive | Los Angeles | 90045 |
| Marymount California University | 30800 Palos Verdes Dr. East | Rancho Palos Verdes | 90275 |
| Menlo College | 1000 El Camino Real | Atherton | 94027 |
| Mills College | 5000 MacArthur Boulevard | Oakland | 94613 |
| Mount Saint Mary's University | 12001 Chalon Road | Los Angeles | 90049 |
| National University | 11255 North Torrey Pines Road | La Jolla | 92037 |
| National University, Sacramento | 9320 Tech Center Drive | Sacramento | 95826 |
| Notre Dame de Namur University | 1500 Ralston Avenue | Belmont | 94002 |
| Occidental College | 1600 Campus Road | Los Angeles | 90041 |
| Otis College of Art and Design | 9045 Lincoln Boulevard | Los Angeles | 90045 |
| Pacific Oaks College | 55 West Eureka Street | Pasadena | 91103 |
| Pacific Union College | One Angwin Avenue | Angwin | 94508 |
| Palo Alto University | 1791 Arastradero Road | Palo Alto | 94304 |
| Pepperdine University | 24255 Pacific Coast Highway | Malibu | 90263 |
| Pitzer College | 1050 N. Mills Avenue | Claremont | 91711 |
| Point Loma Nazarene University | 3900 Lomaland Drive | San Diego | 92106 |
| Pomona College | 333 N. College Way | Claremont | 91711 |
| Providence Christian College | 1539 E. Howard Street | Pasadena | 91104 |
| Saint Mary's College of California | 1928 Saint Mary's Road | Moraga | 94556 |
| Samuel Merritt University | 3100 Telegraph Ave. | Oakland | 94609 |
| San Diego Christian College | 200 Riverview Parkway | Santee | 92071 |
| San Francisco Art Institute | 800 Chestnut Street | San Francisco | 94133 |
| San Francisco Conservatory of Music | 50 Oak Street | San Francisco | 94102 |
| Santa Clara University | 500 El Camino Real | Santa Clara | 95050 |
| Saybrook University | 475 14th Street, 9th Floor | Oakland | 94612 |
| Scripps College | 1030 N. Columbia | Claremont | 91711 |
| Simpson University | 2211 College View Drive | Redding | 96003 |
| Soka University of America | 1 University Drive | Aliso Viejo | 92656 |
| Southern CA Institute of Architecture | 960 E. 3rd Street | Los Angeles | 90013 |
| Southern CA University of Health Sciences | 16200 Amber Valley Drive | Whittier | 90604 |
| Stanford University | 450 Serra Mall | Stanford | 94305 |
| TCS Education System | 475 14th Street, 9th Floor | Oakland | 94612 |
| The Claremont Colleges Services | 101 South Mills Avenue | Claremont | 91711 |
| The Master's University | 21726 Placerita Canyon Road | Santa Clarita | 91321 |
| Thomas Aquinas College | 10,000 Ojai Road | Santa Paula | 93060 |

| Institution | Address | City | Zip |
|---------------------------------------|---------------------------------------|---------------|------------|
| Touro College and University System | 43 West 23rd Street | New York | 10010 |
| Touro University California | 1310 Club Drive | Vallejo | 94592 |
| Touro University Worldwide | 10609 Calle Lee, Ste. 179 | Los Alamitos | 90720 |
| University of La Verne | 1950 3rd Street | La Verne | 91750 |
| University of La Verne College of Law | 320 East D Street | Ontario | 91764 |
| University of Redlands | 1200 East Colton Avenue | Redlands | 92374 |
| University of Saint Katherine | 1637 Capalina Road | San Marcos | 92069 |
| University of San Diego | 5998 Alcala Park | San Diego | 92110 |
| University of San Francisco | 2130 Fulton Street | San Francisco | 94117 |
| University of Southern California | University Park | Los Angeles | 90089 |
| University of the Pacific | 3601 Pacific Avenue | Stockton | 95211 |
| University of the West | 1409 Walnut Grove Avenue | Rosemead | 91770 |
| Vanguard University of Southern CA | 55 Fair Drive | Costa Mesa | 92626 |
| Western University of Health Sciences | 309 East Second Street, College Plaza | Pomona | 91766 |
| Westmont College | 955 La Paz Road | Santa Barbara | 93108 |
| Whittier College | 13406 East Philadelphia | Whittier | 90608 |
| Whittier Law School | 3333 Harbor Boulevard | Costa Mesa | 92626 |
| William Jessup University | 2121 University Avenue | Rocklin | 95765 |
| Woodbury University | 7500 N Glenoaks Blvd | Burbank | 91504 |
| Zaytuna College | 1712 Euclid Avenue | Berkeley | 94709 |

EXHIBIT J
(Master Services Agreement)

CONTRACT AMENDMENTS/MODIFICATIONS



AMENDED MASTER SERVICES AGREEMENT
between
THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
and
N2N SERVICES, INC.

Agreement No. 00006415
Amendment #01

Effective November 14, 2022, the Foundation for California Community Colleges (“FoundationCCC”), a 501(c)(3) nonprofit organization, and N2N Services, Inc. (“Supplier”) entered into a Master Services Agreement (“Agreement”) for the purpose of providing certain products and services to Participating Agencies.

WHEREAS, the parties now wish to amend the terms of the Agreement to add additional products and services as indicated below.

NOW, THEREFORE, the parties by mutual consent hereby amend the Agreement as follows:

1. **Amendment to Exhibit F (Products and Services).** Exhibit F is hereby amended to add the products and services attached hereto, and incorporated herein, which shall be considered part of the Agreement. This addition is made in compliance with Cal. Pub. Cont. Code § 20661(a)(2) and Cal. Code Regs., Title 5, § 59131(b). Supplier certifies that these added products and services comply with the “Lowest Price Commitment Certification” included in Exhibit F of the Agreement.

All other terms of the Agreement shall remain unchanged and in full force and effect.

THE PARTIES HEREBY EXECUTE THIS AMENDED AGREEMENT.

SUPPLIER

By: _____

Print Name: Kiran Kodithala

Title: CEO

Date: Sep 27, 2024

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**


By: 
J.C. Sales (Sep 26, 2024 14:06 PDT)_____

Print Name: Jorge J.C. Sales

Title: Vice President of Program Development

Date: Sep 26, 2024

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: _____

Print Name: Joseph Quintana

Title: Chief Operating Officer

Date: Sep 27, 2024



N2N LightLeap Software Subscription Agreement

This Subscription Agreement ("Agreement") is made and entered into by and between N2N Services Inc., a Delaware corporation ("Provider"), and <<Client Name>>, a Higher Education Institution ("Customer"), effective as of <<Date>> ("Effective Date").

1. Subscription Service and License

1.1 Service Description: Provider hereby grants Customer a non-exclusive, non-transferable right to access and use LightLeap ("Software") as described in Exhibit A solely for Customer's internal business operations.

1.2 User Limitations: The Software is licensed for a maximum number of daily users, as Exhibit B defines.

2. Fees and Payment

2.1 Subscription Fees: Customer shall pay Provider the subscription fees as set forth in Exhibit C. N2N will bill annually based on the fees described in Section C.

2.2 Payment Terms: Invoices are payable within 30 days of receipt.

3. Term and Termination

3.1 Term: This Agreement shall commence on the Effective Date and continue to the Term End Date, as defined in Exhibit C, unless terminated earlier as provided herein.

3.2 Termination for Cause: Either party may terminate this Agreement for a material breach by the other party if the breach remains uncured for 30 days following written notice.

4. Intellectual Property and Data Security Standards

4.1 Ownership: Provider retains all rights, title, and interest in the Software, including all related intellectual property rights.

4.2 Provider shall implement appropriate measures designed to ensure the confidentiality and security of all applicable data on behalf of the Customer, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the Customer or an individual identified through the data or information in the Provider's custody, as applicable.

4.3 Data Security Standards: Provider agrees to comply with the Customer's Data Security Standards set forth in Exhibit E, which is attached hereto and incorporated herein, in the performance of the services. Provider further agrees that it shall treat all information received through the performance of this Agreement in strict accordance with the standards.

5. Confidentiality

5.1 Confidential Information: Each party agrees to retain in confidence the confidential information of the other party. In performing its duties hereunder, the Provider may from time to time gain incidental access to confidential information and records including student record information as defined by 20 U.S. Code Section 1232g and the Family Education Rights and Privacy Act (FERPA). The Parties agree that such incidental access is not a provision or conveyance or disclosure to Provider of student record information in violation of section 1232g or of any similar state law. Provider agrees that if in the performance of its duties it does obtain such access it shall refrain from any removal, use or disclosure to any third person of such information and records and shall take any and all necessary affirmative steps to maintain the confidentiality, and avoid such removal, use or disclosure, whether intentional or inadvertent, of such records and information.

6. Warranties and Disclaimers

6.1 Warranties: Provider warrants that the Software will perform substantially in accordance with the documentation.

6.2 Disclaimer: EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED "AS IS," AND PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

7. Limitation of Liability

7.1 Limitation: IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES.

8. Hold Harmless and Indemnification

8.1 To the fullest extent permitted by law, the Provider shall indemnify and hold harmless the Customer, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of (A) injuries to or death of any person, including Provider, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) by reason of any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement as made necessary by Section 530 of the Revenue Act of 1978, including but not limited to the concurrent active or passive negligence of the Provider or the Customer, its officers, agents, employees or servants, resulting from the performance of any work required of Provider or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the Customer has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

8.3 Provider's duty to defend shall be triggered by notice to Provider that Customer has been served with a summons or complaint, which alleges facts falling within the scope of Provider's indemnity obligations.

9. Insurance

9.1 Provider agrees to have and maintain the policies set forth in Exhibit D, which is attached hereto and incorporated herein. Provider agrees to provide Customer with a copy of said policies, certificates and/or endorsements before work commences under this Agreement.

10. General Provisions

10.1 Governing Law: This Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles.

10.2 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

N2N Services, Inc.

<<Client Name>>

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A: Service Description

LightLeap by N2N Services Inc. is an Intelligent Automation platform engineered to revolutionize the higher education experience through the power of Artificial Intelligence (AI). It offers a suite of transformative tools and services designed to elevate learning, streamline administrative tasks, and enhance institutional efficiency.

Key Features:

AI-Driven Search Interface:

LightLeap's AI search bar transforms the way users interact with campus websites. With intuitive querying, students, faculty, and administrators can access information swiftly and accurately, leaving the need for complex navigation behind.

Comprehensive Student Services:

Our AI chatbots are at the forefront of student services, providing 24/7 support for a broad spectrum of student needs, from admissions inquiries to graduation assistance, significantly reducing wait times and improving student satisfaction.

Smart Self-Service:

The platform's intelligent self-service features are redefining user engagement. By integrating with existing institutional SIS and LMS platforms, LightLeap offers a seamless and personalized experience for course registration, academic advising, and more.

Predictive Analytics for Student Success:

Utilizing AI, LightLeap analyzes diverse data sources to proactively identify at-risk students, enabling timely interventions for improved retention rates and academic success.

Customized Learning Pathways:

Beyond administrative solutions, LightLeap enhances the learning process itself. It aids in curating personalized education pathways, accelerates the mastery of complex subjects, and ensures academic integrity through advanced monitoring systems.

Advantages of LightLeap:

Enhanced Accessibility: By simplifying access to educational resources, LightLeap ensures that information is more reachable for all users.

Increased Efficiency: AI automation reduces administrative overhead, allowing staff to focus on higher-value tasks.

Data-Driven Decisions: Real-time insights empower educators and administrators to make informed decisions that align with student success metrics.

Scalable Solutions: LightLeap is designed to grow with your institution, adapting to evolving educational needs and student populations.

Secure Integration: We prioritize data security and privacy, ensuring that all interactions and integrations meet stringent compliance standards.

Exhibit B: User Limitations

| Type of User | User Limits/Day |
|--------------|-----------------|
| Student | 15,000 |
| Faculty | 750 |
| Other | 1,000 |

SUBSCRIPTION PLANS

I. Exhibit C: Subscription Fees

Lightleap is offered in multiple editions; the following table provides pricing options for each subscription plan. A discount of 15% will be allocated through the Foundation for California Community Colleges.

| Platform Edition Type | Beta Pricing | GA Pricing |
|-----------------------|--------------|-------------|
| Spectrum | \$225k/year | \$350k/year |
| Wave | \$96k/year | \$175k/year |
| Photon | \$30k/year | \$57k/year |

| Platform Edition Type | Beta Pricing | FoundationCCC Discount 15% |
|-----------------------|--------------|----------------------------------|
| Spectrum | \$225k/year | \$350k/year \$297,500 |
| Wave | \$96k/year | \$175k/year \$148,750 |
| Photon | \$30k/year | \$57k/year \$48,450 |

B. Spectrum Edition Pricing

Spectrum Edition is the Enterprise Level version of lightleap.ai; this version provides functionality to support students, faculty, advisors, and administrators and provides AI/ML-powered tools for increasing institutional effectiveness and organizational efficiencies across the organization.

Annual Recurring Cost: \$225,000/year

Term Start Date: <<Date>>

Term End Date: <<Date>> ¹

| SKU | 2024 – Beta Partner Pricing/Month | 2025 – GA Pricing/Month |
|--|-----------------------------------|-------------------------|
| AWS AI Infrastructure <ul style="list-style-type: none">– Persistence Layer (RDS, S3, etc)– Lambda API Gateway– NLP Models* (image processing and graphics not included)– All supporting AWS infrastructure (VPC, ECS, EC2, etc) | \$5,000 | \$10,000 ² |
| Professional Services <ul style="list-style-type: none">– Data Integration– SIS and LMS Data Models– Nightly refresh | \$2,500 | \$5,000 ³ |
| API Packs (\$500 for API Pack) <ul style="list-style-type: none">– <i>Person Data (GET/POST)</i>– <i>Student Data (GET/POST)</i>– <i>Enrollment Data (GET/POST)</i>– <i>Registration Data (GET/POST)</i>– <i>Faculty Data (GET/POST)</i>– <i>Academic History Data (GET/POST)</i>– <i>Course Schedule Data (GET/POST)</i>– <i>Configuration Data (GET/POST)</i>– <i>Admissions Application Data (GET/POST)</i>– <i>LMS Data (GET/POST)</i> | \$5000 ⁴ | \$10,000 ⁵ |
| Illuminate Platform Subscription <ul style="list-style-type: none">– Spectrum edition | \$75,000 | \$90,000 |

¹ Subject to automatic renewal, unless cancelled 90-days before term end date

² Subject to revision

³ Subject to revision

⁴ Packs purchased in 10 API Pack increments

⁵ Subject to revision

| | | |
|---|--|--|
| Custom Development Resources – 2024 pricing \$250/hr – 2025 pricing \$500/hr | | |
| Beta Partner Program – Position with the Customer Advisory board – Advisory role to recommend product features, enhancements, and roadmap priorities – Priority on bug fixes, rollout schedules, and GA releases – 3 educational institutions (1 Public, 1 Private, 1 community college, and 1 Consortia) – <i>50% discount in 2024</i> – <i>25% discount in 2025</i> – <i>15% discount in 2026 and beyond</i> | | |

C. Wave Edition Pricing

Wave Edition allows the Institution to subscribe to student-facing AI/ML data models and use lightleap.ai to support student services using the power of AI.

Annual Recurring Cost: \$96,000/year

Term Start Date: <<Date>>

Term End Date: <<Date>> ⁶

| SKU | 2024 – Beta Partner Pricing/Month | 2025 – GA Pricing/Month |
|--|-----------------------------------|-------------------------|
| AWS AI Infrastructure – Persistence Layer (RDS, S3, etc) – Lambda API Gateway – NLP Models* (image processing and graphics not included) – All supporting AWS infrastructure (VPC, ECS, EC2, etc) | \$2,500 | \$5,000 ⁷ |
| Professional Services – Data Integration – SIS and LMS Data Models – Nightly refresh | \$1,500 | \$3,000 ⁸ |
| API Packs (\$500 for API Pack) – <i>Person Data (GET/POST)</i> – <i>Student Data (GET/POST)</i> – <i>Enrollment Data (GET/POST)</i> – <i>Registration Data (GET/POST)</i> | \$2000 ⁹ | \$4,000 ¹⁰ |
| Illuminate Platform Subscription – Wave edition | \$24,000 | \$24,000 |

⁶ Subject to automatic renewal, unless cancelled 90-days before term end date

⁷ Subject to revision

⁸ Subject to revision

⁹ Packs purchased in 10 API Pack increments

¹⁰ Subject to revision

D. Photon Edition Pricing

Photon edition is a starter package and this allows institutions to provide lightleap.ai functionality on public-facing websites and intranet.

Annual Recurring Cost: \$30,000/year

Term Start Date: <<Date>>

Term End Date: <<Date>> ¹¹

| SKU | 2024 – Beta Partner Pricing/Month | 2025 – GA Pricing/Month |
|--|-----------------------------------|-------------------------|
| AWS AI Infrastructure – Persistence Layer (RDS, S3, etc) – Lambda API Gateway – NLP Models* (image processing and graphics not included) – All supporting AWS infrastructure (VPC, ECS, EC2, etc) | \$500 | \$1,000 ¹² |
| Professional Services – Data Integration – SIS and LMS Data Models – Nightly refresh | \$500 | \$3,000 ¹³ |
| API Packs (\$500 for API Pack) – <i>Person Data (GET/POST)</i> | \$500 ¹⁴ | \$1,000 ¹⁵ |
| Illuminate Platform Subscription – Photon edition | \$12,000 | \$12,000 |

¹¹ Subject to automatic renewal, unless cancelled 90-days before term end date

¹² Subject to revision

¹³ Subject to revision

¹⁴ Packs purchased in 10 API Pack increments

¹⁵ Subject to revision

Exhibit D: Insurance Requirements

Provider shall not commence work under this Agreement until required insurance certificate has been submitted to the requesting Project Manager. Certificates of insurance shall be issued by an insurer with an A M Best rating of A-VII or better, unless otherwise approved by Customer's Risk Manager. Such certificate shall evidence all coverages and limits required by Customer in this Agreement and shall specify that insurers will give Customer thirty (30) days prior written notice of non-renewal or cancellation.

II. Minimum Scope and Limit of Insurance

Provider shall maintain in force, throughout the term of this Agreement, insurance as follows:

1.1 Workers' Compensation (statutory limits) and Employers' Liability insurance with limits not less than \$1,000,000 each accident, \$1,000,000 employee and \$1,000,000 each disease;

1.2 Commercial General Liability insurance, with limits not less than \$1,000,000 each occurrence, and \$2,000,000 in the aggregate, for Bodily Injury and Property Damage, including coverages for contractual liability, personal injury, sexual assault & molestation, broadform property damage, independent Providers, products and completed operations;

1.3 Commercial Automobile Liability insurance, with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable;

1.4 Professional Liability insurance, with limits not less than \$2,000,000 each claim, and \$4,000,000 in the aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement, and with any deductible not to exceed \$50,000 each claim;

1.5 Cyber Liability insurance, with limits not less than \$2,000,000 each claim, and \$4,000,000 in the aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement, and with any deductible not to exceed \$50,000 each claim.

III. Other Insurance Provisions

2.1 If any of the required insurance is written on a claims-made coverage form, such insurance shall be maintained for a period of three years following termination of this Agreement.

2.2 General and Automobile liability policies shall include as Additional Insureds, the Customer, its officers, agents, employees, and servants, shall be primary to any other insurance or self-insurance available to the Additional Insureds and shall apply separately to each, except the inclusion of Additional Insureds shall not operate to increase the required limits of such insurance.

2.3 Maintenance of the required insurance is a material condition of this Agreement and failure to maintain such insurance may, at the Customer's option, result in a declaration of material breach and suspension of Provider's further work under this Agreement.

Exhibit E: Data Security Standards

1. Security

Provider shall provide Customer with general system security including: (a) physical security of the hosting location, (b) limiting access to Customer's stored information to individual Provider employees directly connected with maintaining the database or the associated application software; (c) plans for managing disaster recovery.

2. Return of Materials

Upon expiration or termination of this Agreement or the licenses granted hereunder, Customer shall immediately return to Provider all Licensed Software/Technology and Documentation provided to Customer, as well as any and all copies thereof. Provider agrees to cooperate with Customer to facilitate the retrieval and download of all Customer data collected by and stored in the Licensed System. Upon Customer's receipt of the data, Provider will certify that all Customer data has been thoroughly and completely removed from the Licensed System.

3. Ownership of Customer Data

Customer, and/or its suppliers and affiliates, retains all right, title, and interest (including, without limitation, all proprietary rights) to Customer Data and Customer Applications except for rights granted to Provider and its affiliates under this Agreement. Except as otherwise provided herein, upon termination or cancellation of this Agreement for any reason, Provider shall return all Customer Data to Customer in an agreed upon format, or destroy, at Customer's option.

4. Data Security

Provider has implemented and shall maintain at least industry acceptable standard systems and procedures to ensure the security, confidentiality, and integrity of User Data and to reasonably protect against anticipated threats or hazards to the security or integrity of User Data, and against unauthorized access to, use or disclosure of User Data.

5. Nondisclosure of User Data

Provider shall hold all User Data in strict confidence and with the same standard of care it uses to protect its own information of a similar nature and shall not use User Data for any purpose other than to provide the Service or as may be authorized in writing by Customer. Provider shall not disclose User Data to any other party except: (a) to Provider employees, agents, subcontractors and service providers, to whom User Data needs to be disclosed for the purpose of providing the Service; (b) as required by law, or to respond to duly authorized information requests of police and governmental authorities or to comply with any facially valid subpoena or court order; (c) protect the rights or property of Provider or Provider customers, including the enforcement of Provider agreements or policies governing Customer's use of the Service; or (d) as authorized by Customer in writing. Provider shall undertake efforts reasonably calculated to ensure that Provider employees, agents, and subcontractors with access to User Data are aware of Provider's obligations under this Agreement and are placed under an obligation of confidentiality with respect thereto.

6. Cooperation with Law Enforcement

To the extent permitted by law, Provider reserves the right to involve and cooperate with law enforcement or the appropriate legal authorities in investigations of claims of illegal or

unauthorized activity involving the Service or any users thereof, violations of applicable laws, to protect Provider Systems and Provider's customers and to respond to any violations of this Agreement. Customer agrees that Provider is authorized to monitor communications into, and out of, Provider Systems to prevent the introduction of viruses or other hostile code, to prevent intrusions, and to otherwise enforce the terms of this Agreement. Customer further agrees that Provider may, in its sole discretion, disclose any and all Customer Data including, without limitation, assigned IP numbers, Service history, and Service use to any law enforcement agent for the purposes specified herein or where Provider receives a facially valid and lawful search warrant, court order, subpoena or other valid legal order from law enforcement officials, without further consent of Customer or Users. Notwithstanding the foregoing and to the extent permitted by law and law enforcement, Provider will make reasonable efforts to notify Customer when a disclosure of Customer's Data has or is to be made.

7. Third Party Requests

If Provider receives a Third Party Request, Provider will, unless it is prohibited by law or by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request in a manner permitted by law; and (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request.

8. Security Breach

Provider will notify Customer of a Security Breach within seven (7) days of Provider's verification of a Security Breach. The notification shall include, to the extent possible, (a) the identification of each User whose data has been, or is reasonably believed to have been accessed, acquired, used, or disclosed; (b) the nature of the Security Breach; (c) the date of, and the date of discovery of the Security Breach; (d) a brief description of the types of data that were involved; (e) any steps that Users should take to protect themselves from potential harm resulting from the Security Breach; and (f) a brief description of Provider's efforts to investigate the Security Breach, mitigate harm to Users, and protect against further Security Breaches. In addition, Provider shall immediately conduct a reasonable investigation of the reasons for and circumstances surrounding such Security Breach; use best efforts and take all necessary actions to prevent, contain, and mitigate the impact of, such Security Breach; collect and preserve all evidence concerning the discovery, cause, vulnerability, remedial actions and impact related to such Security Breach, which shall meet reasonable expectations of forensic admissibility. Any information Provider provides to Customer regarding a Security Breach shall be treated as Confidential Information and subject to the requirements of Section 5.

9. Breach Notification

Customer agrees that it shall be Customer's sole responsibility to determine whether a Security Breach is subject to state, federal or national breach notification laws and requires breach notification ("Breach Notification"). In the event that Customer determines that a Security Breach requires Breach Notification, Provider agrees that it will reasonably cooperate with Customer in regards to Customer's Breach Notification obligations as specified in state, federal or national breach notification laws, including Customer's investigation, enforcement, monitoring, document preparation, Breach Notification requirements and reporting. Customer shall be solely responsible for notifying all individuals subject to Breach Notification.

10. Indemnification by Provider

Except to the extent arising from the intentional or negligent acts of the Customer or its officers, employees, subcontractors and agents, Provider shall, to the extent permitted by law, defend and hold harmless Customer, against any and all claims, injuries, damages, costs, penalties, actions, losses or suits, including reasonable attorneys' fees, of a third party alleging (a) that Customer's use of the Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party; or (b) arising out of or based on a Security Breach. If a Security Breach occurs and is found to be the result of Provider's breach of its duty to employ the Information Security and results in a Breach Notification obligation, subject to the limit stated in Exhibit D - Section 1.5, Provider will be liable for reasonable associated costs incurred by Customer in responding to or recovering from said Security Breach.