



AND CAMPUS THRIVES.

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**Amendment P To the
CollegeBuys Master Services Agreement No. 0004290
By and between
Foundation for California Community Colleges and Leepfrog Technologies Inc.**

Whereas, MiraCosta College located at 1 Barnard Dr, Oceanside, CA 92056 is named as a Participating Agency ("Participating Agency") to the current CollegeBuys Master Services Agreement ("Agreement" or "Agreement No. 0004290") between Foundation for California Community Colleges, a California 501(c)(3) nonprofit organization, ("Foundation") and Leepfrog Technologies, Inc. ("Leepfrog") as mutually executed by the Parties on February 11, 2021.

Whereas, MiraCosta College wishes to exercise its rights as afford in the Agreement, and;

Whereas, MiraCosta College wishes to purchase certain of CourseLeaf modules as identified in Exhibit H of the same Agreement;

And Whereas, the Parties agree to be bound by the terms of the Agreement including Attachment 2 CourseLeaf Services and Software Agreement;

Now Therefore, Leepfrog offers and MiraCosta College accepts the enclosed;

- 1) MiraCosta College will purchase and license the use of the CourseLeaf Products as provided below, including as priced in Attachment A and as described in the named Attachments included herein.
- 2) Leepfrog will provide Ongoing Subscription/Support Services as provided in Exhibit B Ongoing/Subscription Supports Services as included in Agreement No. 0004290, a copy of which is included here for your convenience.

This Amendment contains all revised terms and conditions agreed by the Parties. All terms and conditions of the Agreement not amended within remain in full force and effect.

MiraCosta College has the option, in its sole discretion, to purchase additional CourseLeaf Professional Services and additional scope, schedule and services may apply.

By their signatures below, both parties affirm that they are authorized by their respective entities to bind that entity, and are in fact binding that entity under this contract.

List of Attachments included with this Exhibit P:

Attachment 1 - Fees

Attachment 2 - Ongoing/Subscription Support Services (Existing part of the Foundation Agreement No. 0004290 and provided for Convenience)

Attachment 3 - CourseLeaf Data Security and Processing Policy (Existing part of the Foundation Agreement No. 0004290 and provided for Convenience)

Attachment 4 – CourseLeaf CLSS Capabilities and Services

Attachment 5 – CourseLeaf Campus Solutions (formerly PeopleSoft) Bridge

Attachment 6 - CourseLeaf CIM CURRICULUM INVENTORY MANAGEMENT STATEMENT OF WORK

Attachment 7 – CourseLeaf CLSS Campus Solutions (formerly PeopleSoft) Bridge

Attachment 8 – CourseLeaf CAT Consultative Assessment SOW

MIRACOSTA COLLEGE

LEEPFROG TECHNOLOGIES, INC.

By: _____

By: _____

Name: _____

Name: Greg Soare

Title: _____

Title: Vice President, Higher Education Accounts

Date Signed: _____

Date Signed: _____

Attachment 1 - FEES

COURSELEAF CLSS **/** One Time Implementation Costs

CourseLeaf CLSS Implementation (license, consultation, configuration, development, migration, training)	\$14,678
Subscription Fee (Due with Implementation)	\$24,828
Focus Search *** Section Level Search	Included
Total One Time Implementation Cost CourseLeaf CLSS	\$39,506

COURSELEAF CIM*/*** One Time Implementation Costs

CourseLeaf CIM Implementation (license, consultation, configuration, development, migration, training)	\$41,486
Subscription Fee (Due with Implementation)	\$22,651
Subtotal One Time Implementation Cost CourseLeaf CIM	\$64,137

CourseLeaf CAT One Time Cost

CAT Assessment Consultation, Virtual	\$5,000
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ANNUAL RECURRING ONGOING/SUBSCRIPTION SUPPORT SERVICES FEES†

CourseLeaf CLSS	\$24,828
CourseLeaf CIM	\$22,651

Payment Schedule and Instructions as provided in the CollegeBuys Master Services Agreement:

- A. Upon signature of this Agreement, Leepfrog will invoice fees in the following order. All fees are due within 45 days of Leepfrog invoice.
 - i. All Implementation Fees for the CourseLeaf Catalog (CAT) Fees; or,
 - ii. In the event Licensee/Subscriber purchases other than CAT and/or multiple CourseLeaf modules Leepfrog will invoice all Implementation Fees for the CourseLeaf module first to be implemented.

- B. Leepfrog will invoice Ongoing/Subscription Support Services Fees 365 days after the Effective Date of this contract and each succeeding Year follows the same 365-day invoice and payment term schedule.
- C. Where Licensee/Subscriber has purchased multiple CourseLeaf products, Leepfrog will invoice the Implementation Fees of the second CourseLeaf module six (6) months after Leepfrog begins Implementation of the first module or when Leepfrog hosts the welcome/orientation project kickoff call for the second CourseLeaf module, whichever first occurs.
- D. For any module invoiced in accordance with Paragraph C above, Leepfrog will invoice Ongoing/Subscription Support Services Fees 365 days after the invoice date as determined above, and each succeeding Year follows the same 365-day invoice and payment term schedule.
- E. Further, in those cases where Licensee has implemented more than one CourseLeaf module, Leepfrog may initially invoice the Ongoing/Subscription Support Fees of the second module on a prorated basis so that the annual support dates merge with the existing term of the first module and as established in paragraph B above.
- F. All Ongoing/Subscription Support Fees shall increase on an annual basis by 4% commencing on the first renewal invoice of such Ongoing/Subscription Support.
- G. Fees for Optional CourseLeaf Professional Services (CPS) will be invoiced upon signature of an applicable Statement of Work or Work Order.

Payment Instructions

All amounts payable hereunder by Licensee shall be payable in United States funds without deductions for taxes, assessments, fees, or charges of any kind. Checks shall be made payable to Leepfrog and shall be delivered to

Leepfrog by mail at the following address: Accounting Department, c/o Accounts Receivable; 2451 Oakdale Blvd. Ste. 100, Coralville, IA 52241, arleep@leepfrog.com; 319-337-3877, Fax 888-437-7435

ATTACHMENT 2 – ONGOING/SUBSCRIPTION SUPPORT SERVICES

Leepfrog’s CourseLeaf support services is referred to as CLHelp and is available for all Leepfrog Technology and CourseLeaf software application(s) provided Licensee/Subscriber is current with payment of all Fees. A CLHelp ticket is opened within 24 hours of the report of trouble or question (Issue). We classify, prioritize and track all Issues at the time of open ticket through CLHelp Ticket closure. When an Issue is reported, the CLHelp team is responsible for managing the Issue utilizing all Leepfrog resources including Implementation and development. Each member of the CLHelp staff is trained and qualified to address your concerns and while we try to maintain continuity amongst staff member on a given account, this may not always occur for any number of reasons including illness and vacations. Leepfrog utilizes two (2) environments (development and test) during implementation and a single environment (production) during Ongoing/Subscription Support. Any actions outside these environments or requests to interface with any additional environments may incur additional scope, cost and schedule.

Licensee/Subscriber agrees to the following responsibilities:

- Designate point of contact for Licensee/Subscriber’s End User support;
- Designate point of contact for hardware and software who is expected to act as a point of contact for Licensee/Subscriber authors, editors and system administrator;
- Adhere to all related policies, processes and procedures;
- Report problems, questions and concerns using the reporting procedure;
- Provide input and cooperate with Leepfrog as Issue is being identified, verified and resolved. If Leepfrog does not receive Licensee/Subscriber response and cooperation within two weeks, Leepfrog will close the CLHelp Ticket.
- Retain records and documentation of campus decisions and rationale concerning CourseLeaf implementation and functionality.
- Transfer knowledge concerning decisions and rationale to new Licensee/Subscriber points of contact.

1. Hours of CLHelp Support Services

Support Hours

CLHelp is available via phone, email and chat 24 hours a day every day.

2. How to report Issue and Establish CLHelpTicket

Licensee/Subscriber may report any question, trouble or concern (Issue) by contacting Leepfrog in any of the following methods.

Email Support	CLHelp@CourseLeaf.com CLHelp@Leepfrog.com
Support Portal	https://helpspot.courseleaf.com/ , Use “Submit a Request” form
Telephone Helpline	888-533-7376 or 319-337-3877
Help Chat	Located on the CourseLeaf console (/courseleaf), click the Chat Icon in the lower right corner. (Must be logged in an authenticated into CourseLeaf site prior to accessing.)

3. Information required when reporting Issue

1. Date and Time	Date and Time Issue occurred / was discovered. Date and Time (including approximations and ranges) assists CLHelp in searching logs.
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2. User ID	CourseLeaf User ID experiencing Issue.
3. Live/Public/Next	Identify which site is affected / impacted.
4.Product	Identify CourseLeaf product affected / impacted (CourseLeaf CAT, CourseLeaf CIM, CourseLeaf CLSS, CourseLeaf SYL or CourseLeaf PATH w/Registration Management).
5. Page(s), Course(s), and/or Program(s) affected / impacted	Provide specific page url(s), course code(s) and/or program code(s). Report the specific key when working with Course Admin or Program Admin.
6. Describe the Issue	A complete description of the Issue including the effect upon ability to complete updates.
7. Web Browser Name and Version	Identify name and version of browser.
8. Warning / Error Message	Identify any warning or error messages that may have displayed.
9. Steps to Reproduce	Describe the action steps taken leading to the Issue. When diagnosing any Issue, it is Leapfrog’s best practice to attempt to reproduce the Issue to gain a complete understanding of how the CourseLeaf software is operating.
10. Screenshot	Attach a screenshots or files or any other information in support of the Issue.
11. Your Requested Due Date	Identify the Date / Time you request or require resolution to a reported Issue. Leapfrog will take every reasonable step and work with Clients to meet this Date/ Time, requested which in some cases may require the re-ordering of other open Issues.

4. How to check the status of an Issue

Navigate to the CourseLeaf Console (/courseleaf) in your NEXT site and click Helpspot Dashboard. All tickets opened for the Licensee/Subscriber will be listed with their ticket number, category, and status. Click the ticket number to review all communication between Leapfrog and the Licensee/Subscriber concerning the ticket. Alternatively, click the “Check on your request” link in the email response to view all communication.

By visiting <https://helpspot.courseleaf.com/index.php> and clicking “Check on a Request”, Licensee/Subscriber can enter their access key and view the history of any Issue reported. The HelpSpot Dashboard contains a historical view of Licensee/Subscriber’s reported Issues, including Category of Issue and Status of reported Issue.

Leapfrog’s CLHelp uses HelpSpot system to manage incoming emails, messages and requests. This system allows Licensee/Subscriber requests to be routed to designated CLHelp staff. CLHelp staff are assigned by product and Licensee/Subscriber and are cross-trained to so all products and all clients are adequately covered for any Issue reported.

Following report of an Issue, HelpSpot assigns a ticket number which will appear in the email subject line and an access key (the access key is a series of letters followed by the ticket number). Licensee/Subscribers are encouraged to reference this HelpSpot ticket number throughout the life of the Issue.

CourseLeaf Request Update

[View Request History](#)

Thank you for contacting CourseLeaf. Your request has been received and is being reviewed by our support team. Please note the information below as it will allow you to track the progress of your request online.

[Check your request online](#) | Access Key XXXXXXXXXX

5. Characteristics used to determine Prioritization Levels and Targeted Response and Resolution Times

Prioritization Levels will be determined when Leepfrog has a thorough understanding of the nature and effect of the Issue. It is understood by the parties there may not be an exact match of each characteristic when assigning a particular Prioritization Level to an Issue. The Issue reported will be evaluated to make an overall assessment of which severity level best describes the Issue. Leepfrog’s CLHelp is structured to address the most critical issues first. Leepfrog reserves the right to prioritize, including reprioritize, all Issues.

As part of Ongoing/Subscription Support Services, Leepfrog will provide Licensee/Subscriber with error corrections, bug fixes, Minor Modifications, security patches or other Updates to the licensed Software, to the extent available, in accordance with Leepfrog’s release schedule during the Term. Licensee/Subscriber will have up to 365 days from date of Leepfrog’s change to accept Leepfrog’s error corrections, bug fixes, Minor Modification, security patches and other Updates as provided in Ongoing/Subscription Support. During this 365 day period and starting with Leepfrog’s notification of such error corrections, bug fixes, Minor Modification, security patches and other Updates, Licensee/Subscriber will have up to thirty (30) consecutive days in which to review all applicable error corrections, bug fixes, Minor Modification, security patches and other Updates in a test environment prior to adopting same.

Licensee/Subscriber will be provided appropriate notification of modifications to services such as new feature implementation or enhancements to existing features. In the rare case where a modification to services provided may include a suspension or discontinuance of services, materially affects the manner in which Licensee/Subscriber utilizes the services, or limits to certain features or restrictions of services, Leepfrog will contact Licensee/Subscriber, discuss and jointly develop a plan with Licensee/Subscriber prior to any such modification.

Leepfrog may from time to time make available certain Updates, Upgrades and New Products available to Licensee/Subscriber which may require a Statement of Work for additional scope, schedule and cost. Leepfrog is under no obligation to release any Updates, Upgrades of New Products, or to modify the Software to operate on any updated versions of operating systems or platforms. Some provisions of Ongoing/Subscription Support Services may change from time to time without notice.

CLHelp Ticket Prioritization						
	S1	S2	S3	S4	S5	S6
	Public Defect	Next Defect	Licensee/Subscriber Requirement	Repair	Roadmap Enhancement	Client-Specific Enhancement
Software Behavior	Incorrect.	Incorrect.	Software is functioning as specified in the original project implementation but a client-specific change is requested. See section below for more information.	Incorrect. Support assessment and replication required.	Software is functioning as specified in the original project implementation.	Software is functioning as specified in the original project implementation.
Production and Live Environment Availability	Unable to use, work or perform work.	Unable to use, work or perform significant portions of work.	Unable to use, work or perform some portions of work.	Unable to use, work or perform some portions of work.	Able to use and perform work.	Able to use and perform work.
Number of CourseLeaf Administrators Affected	Large impact	Large to moderate impact.	Large to moderate impact.	Moderate to low impact.	Low to no impact.	Low to no impact.
Availability of Workaround	None.	None.	May be available.	Available.	May be available	May be available
Targeted Response Time	2 hours	3 business hours	8 business hours	8 business hours	5 business days	5 business days

During Normal Business Hours						
Targeted Resolution Time During Normal Business Hours	4-6 business hours	1-5 business days	Will be determined in joint discussion with Licensee/Subscriber	Will be determined in joint discussion with Licensee/Subscriber	Will be determined by Leepfrog	Will be determined by Leepfrog in consultation with Licensee/Subscriber

Leepfrog is not responsible for correcting any errors in the Leepfrog Technology, Documentation or Software not attributable to Leepfrog including those errors that cannot be viewed, recreated and/or reproduced. Leepfrog is not required to provide any Leepfrog Technology, Documentation or Software maintenance or support services relating to problems caused by:

- Changes to the operating system or use of the software or services on equipment other than the equipment for which the software was designed and licensed, unless such changes, including changes to equipment, are approved in writing by Leepfrog.
- Any alterations or additions to the software or services by parties other than Leepfrog, unless such alterations or additions are approved in writing by Leepfrog.
- Use of the software or services in a manner for which it was not designed and/or contrary to the proper use which is described in the documentation.
- Accident, negligence or misuse of software or services.
- Interconnection of the software or services with other software products not supplied or approved in writing by Leepfrog, including during times of transition by Licensee/Subscriber to a new or different service provider.

6. Classification of S3 Licensee Subscriber Requirement Ticket

Upon report of a Licensee/Subscriber requirement change request, Leepfrog will review the information reported and will classify based on the information below. Support assessment and scheduling availability is required.

Clarification of Issue Reported			
	Classification Description	Support Response	May Require Additional Scope, Schedule and Cost
Configuration	The Issue reported is supported with configuration changes and these changes can be performed by CLHelp without the involvement of Leepfrog's Development Team.	CLHelp will make changes as requested and communicate date change may be reviewed.	None.
Minor Modification	The Issue reported and the specifications and intended functionality are clear and unambiguous	CLHelp will coordinate with Leepfrog's Development Team and other Leepfrog resources, as may be required in solving the Issue.	Some portion of this work, in whole or in part, may require a SOW and may include additional scope, schedule and cost.
Major Modification	The Issue reported requires a Leepfrog project team due to complexity, scope and the possibility of multiple iterations in development.	CLHelp will involve Leepfrog's Development Team and other resources as may be required in solving the Issue.	This work, in whole or in part, may require a SOW and may include additional scope, schedule and cost.

All change requests, urgent or otherwise, must be prioritized by Licensee/Subscriber and scheduled by Leepfrog. Some changes may be more pressing than others. Software that is functioning but is not meeting internal processes or infrastructure needs of the Licensee/Subscriber may be prioritized over software change requests for enhancement of current module. Leepfrog will look to and rely on Licensees/Subscriber

to determine prioritization. Based on Licensee/Subscriber prioritization, it may be necessary for Leepfrog to delay enhancements in order to resolve more urgent change requests.

7. CourseLeaf Professional Services

Leepfrog's Professional Consulting Services are available to provide student-user-impact to your CourseLeaf products. This may result in specification changes and major modifications to CourseLeaf functionality. This work will require a SOW and may include additional scope, schedule and cost.

8. Software Updates

A) General Information

- Leepfrog provides an Update to CourseLeaf software annually which is delivered at the time the CourseLeaf CAT (catalog) is advanced to the next catalog edition for editing. CourseLeaf Updates may include Updates to module transfer packages and bridges which are vital to the function of CourseLeaf.
- For Clients who do not have CourseLeaf CAT, the Update is delivered annually at a time determined by the Licensee/Subscriber. Licensee/Subscriber is required to accept an Update of software annually.
- Leepfrog recommends that all Updates occur in a test environment prior to release in a production environment. Upon request, Leepfrog will deliver the Update to a test environment, enabling Licensee/Subscriber review and test prior to production release.
- Clients are often required to schedule updating other systems internally. Licensee/Subscriber will coordinate with their other internal departments and have resources available for Update at the same time as the CourseLeaf CAT advance, or will provide another annual window for Updating CourseLeaf software. Leepfrog recommends Clients add CourseLeaf to their release management process and contact Leepfrog upon changes to their SIS configuration, environments, network or security protocols. Changes to your SIS may adversely affect the operation of CourseLeaf. Leepfrog offers Professional Services to assist Clients with their data migration where Client has elected to purchase new or different Student Information System (SIS). These Professional Services are available on a Statement of Work (SOW) and additional scope, schedule and cost may apply and is outside the scope of Leepfrog's Implementation. Contact your Account Executive for more information.
- Release notes outlining new features and bug fixes for CourseLeaf software may be found by clicking the Help tool in CourseLeaf. Release notes for software installed in other systems may be found at <https://swdist.courseleaf.com>
- At Leepfrog's discretion, software may also be updated in order to provide resolution to a software defect at a time other than the CourseLeaf CAT advance.

B) The standard process for updating CourseLeaf will occur as follows. Note: Depending on each Client's unique specifications, there may be modifications to the standard process. Check CLHelp if you have any questions.

1. Licensee/Subscriber requests an advance of their CAT module;
2. Leepfrog's CLHelp
 - a. creates a patch to update all CourseLeaf modules and,
 - b. informs Licensee/Subscriber of updates to Transfer Package/Bridge, as required;
3. Licensee/Subscriber visits <https://swdist.courseleaf.com> and downloads and installs code in a non-production testing environment. Licensee/Subscriber provides access URLs as necessary to CLHelp;
4. CLHelp applies Update patch to CourseLeaf test environment;
5. Licensee/Subscriber tests both CourseLeaf software and the interaction with other systems;
6. Licensee/Subscriber
 - a. informs CLHelp that testing is complete,
 - b. coordinates mutually agreed time for move of Update to production environment; and,
 - c. promotes or advances the Update to production environment.

9. User Acceptance Testing (UAT)

Leepfrog provides a Test Environment that can be synced with Client's production site. The Test Environment site is provided so Licensee/Subscriber can test the CourseLeaf software and any configuration or software change prior to moving those changes to Client's production environment. As part of Leepfrog's Client Responsive Project Schedule, Licensee/Subscriber is required to test thoroughly by using the software in the Test Environment as they expect to use in Production. Client's active participation and time for testing, particularly in those cases of new features or software enhancements, is required. This User Acceptance Testing (UAT) is a vital process step in measuring the software's adherence to Licensee/Subscriber agreed upon Specifications. UAT Testing occurs within thirty (30) days of receiving Leepfrog's changes and updates.

10. Leepfrog User Community (luc.courseleaf.com)

Leepfrog offers access for CourseLeaf administrators to a user community which hosts discussions in support of tips, tricks, best practices, processes and other management tools of the CourseLeaf Modules. .

Contact lftraining@leepfrog.com for any training, LilyPad and User Community questions.

11. Training

- CourseLeaf Trainers are available to provide Annual Refresher Training, LilyPad University, and additional Licensee/Subscriber's specialized training.
- Onsite training may be limited and as mutually agreed between the parties. Additional specialized training will require a SOW and may include additional scope, schedule and cost.
- LilyPad University is a live webinar training supporting the use of CourseLeaf Products that is open to all CourseLeaf clients. A list of available training can be found on the Licensee/Subscriber Help Site.
- Annual Refresher Training is available for Licensee/Subscribers who require additional support following a software update or addition of new staff.
- These webinars clarify the change and provide answers to frequently asked questions.
- Up to one (1) hour of customized online webinar training annually per Licensee/Subscriber is included free of charge.

12. CourseLeaf Client Success

Leepfrog provides customer outreach and advocacy to assist Licensee/Subscriber in maximizing the value of CourseLeaf within their organization. The Client Success Manager works to reinforce product and process knowledge, updates and best practices. The Client Success Manager conducts phone and webinar consultations on a rotational basis and is available upon Licensee/Subscriber request.

13. Leepfrog Annual Users Conference (LUC)

Each year Leepfrog holds a user's conference. The Leepfrog User Conference is an exciting and engaging experience where our clients can:

- Meet their Leepfrog experts
- Attend presentations presented in a variety of tracks (i.e. beginner, strategic, technical and functional)
- Participate in additional and unique training opportunities
- Engage with peers who are using the various CourseLeaf Modules
- Hear about ways to enhance use of the CourseLeaf Modules
- Learn about new and upcoming features and products.

14. Statement of Work Process

Any work Leepfrog determines is beyond and/or outside the scope of Ongoing/Subscription Support Services, may be available with a Statement of Work which may include additional scope, schedule and cost. The CLHelp representative will record Licensee/Subscriber's Issue and request and will forward this information to the appropriate Leepfrog resource who will develop a SOW for Licensee/Subscriber review and signature.

15. Backups

For those clients hosted by AWS, data backups are made every 24 hours on a nightly basis. For those client's hosted by Leepfrog's Iowa City, IA, Leepfrog Data Center, data backups are made every 24 hours on a nightly basis and are kept at an offsite location. Backups are rotated offsite once per week. At least two backup copies are kept offsite at any given time. Leepfrog archives these backup drives a minimum of four (4) times per year. In addition to the backups described above, CourseLeaf also maintains a transaction log that can be used to rebuild data lost in-between backups, should a need arise.

16. System Availability

Leepfrog strives for the goal of 100% availability. Leepfrog achieves this level of compliance through redundant services and the proactive monitoring. With the exception of force majeure or as otherwise provided in this Agreement, Leepfrog guarantees minimum availability of 99.5%. Availability will be calculated monthly using the following formula: actual minutes of availability during the month divided by total minutes of availability during the month x 100 will equal the percent of availability. Should the monthly availability fall below the agreed to 99.5% for any month, Leepfrog will credit Licensee/Subscriber the equivalent of one day of the Ongoing/Subscription Support Fee for each occurrence, up to 30 days credit for any one year.

17. Urgent and Intermittent Outages

In the case of any outage, Leepfrog will promptly take all commercially reasonable corrective action to isolate and identify the Issue and develop a corrective action plan to remedy the outage. Those outages that stop and prevent CourseLeaf operations are considered "Urgent". Outages that cause interrupted or irregular operations are considered "Intermittent". Licensee/Subscriber agrees that from time to time the services may be inaccessible or inoperable for reasons such as: (x) equipment malfunctions; (y) periodic maintenance procedures or repairs which Leepfrog may undertake from time to time; or (z) causes beyond the control of Leepfrog or which are not reasonably foreseeable by Leepfrog, including interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. Licensee/Subscriber agrees that Leepfrog has no control of availability of services on a continuous or uninterrupted basis as a result of causes beyond its reasonable control and Leepfrog shall not be responsible for any resulting loss or liability incurred by Licensee/Subscriber as a result of causes beyond Leepfrog's control.

18. CourseLeaf Hosting

All new Clients will be hosted by Amazon Web Services (AWS). CourseLeaf legacy client's may be hosted by Leepfrog at their Iowa City, IA, Leepfrog Data Center. If Licensee/Subscriber plans to self-host, contact your sales representative as the CourseLeaf Implementation will be impacted and additional scope, schedule and cost may apply. All International Client will be hosted utilizing AWS in Client's home country.

19. Licensee/Subscriber On-Premise (Self Hosting)

Upon Licensee/Subscriber request and as expressly agreed between the parties in this Agreement, Leepfrog may agree to provide On-Premise hosting. Client must meet a number of requirements and accept modifications to the Implementation process prior to Leepfrog engaging any client in On-Premise hosting. Leepfrog On-Premise requirements are available upon request.

In those cases where Licensee/Subscriber elects to self On Premise host, Licensee is responsible for their own Disaster Recovery, including trials, encryption, and offsite disaster backups.

Note: While less than 2% of our client base have expressed a desire to self-host, of that number, the majority have subsequently made the move back to Leepfrog hosting. If you plan to self-host, contact your sales representative as i) additional information and requirements apply, ii) the CourseLeaf standard implementation process will be impacted and iii) additional scope, schedule and cost may apply.

20. Disaster Recovery

Leepfrog provides disaster recovery in the event of a major catastrophic event such as a fire or tornado. Leepfrog operates on a 24 hours Recovery Point Objective (RPO) meaning it is Leepfrog's objective to recover data within 24 hours of a disaster. Leepfrog also operates on a 24 hours Recovery Time Objective (RTO) meaning it is Leepfrog's objective to have one or more disaster recovery sites deployed and operational 24 hours after the occurrence of a disaster.

As part of preparedness and risk mitigation, Leepfrog performs a trial simulation of a disaster twice a year. All Client Data, including Client Content is encrypted while being transferred to our disaster recovery site in Amazon Web Services and the disaster recovery simulations do not interfere with any client live production sites.

Leepfrog advises and Licensee/Subscriber understands that from time to time the services may be inaccessible or inoperable for reasons such as: (x) equipment malfunctions; (y) periodic maintenance procedures or repairs which Leepfrog may undertake from time to time; or (z) causes beyond the control of Leepfrog or which are not reasonably foreseeable by Leepfrog, including interruption or failure of

telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. Licensee/Subscriber agrees that Leepfrog has no control of availability of services on a continuous or uninterrupted basis as a result of causes beyond its reasonable control and Leepfrog shall not be responsible for any resulting loss or liability incurred by Licensee/Subscriber as a result of causes beyond Leepfrog's control.

In those cases where Licensee/Subscriber elects to self On Premise host, Licensee is responsible for their own Disaster Recovery, including trials, encryption, and offsite disaster backups.

21. Suspension of Services

Leepfrog may suspend use by Licensee/Subscriber to the Services, in whole or in part, only for one of the following reasons:

- a. If Leepfrog reasonably believes that Licensee/Subscriber's use of the Services represents a direct or indirect threat to Leepfrog's network operation or integrity or any third-party's use of the Services;
- b. If Leepfrog reasonably believes Licensee/Subscriber has violated the license grant or confidentiality provisions;
- c. If reasonably necessary to prevent unauthorized access to Licensee/Subscriber Data;
- d. If Licensee/Subscriber's undisputed accounts are more than 90 days past due; or
- e. To the extent necessary to comply with legal requirements.

If Leepfrog suspends the access of Licensee/Subscriber to any Services, Leepfrog will:

- a. Promptly provide Licensee/Subscriber with notice of such suspension and the reason for such suspension;
- b. Use reasonable efforts to suspend only the minimum portion of the Services and to the minimal amount necessary to address the issues giving rise to the suspension.

22. Data Security, Integrity and Notification Process

Leepfrog uses and will continue to use reasonable industry standard administrative, physical and technical safeguards designed to secure Client Content from loss, corruption, destruction, deterioration, degradation, disclosure, alteration, unauthorized access and improper disposal while in control of Leepfrog and in use with the Leepfrog Technology.

All facilities and other resources used by Leepfrog to store and/or process Client Content related to the Services and Software employ reasonable industry standard administrative, physical, and technical safeguards, designed to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Leepfrog's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.

Leepfrog uses and will continue to use reasonable industry standard security tools and technologies such as encryption, anti-malware protections, network and host-based firewalls, vulnerability management and intrusion detection methods in providing the Services under the Agreement. Leepfrog will update its tools and technologies during the course of the Agreement as industry standards change.

Leepfrog provides annual training to its employees who perform work under the Agreement as to how to protect Client Content consistent with the provisions of the Agreement.

As part of Leepfrog standard employment process, Leepfrog conducts a standard background check which includes a seven (7) year felony and misdemeanor criminal records of federal, state, and local courts.

Leepfrog will provide access to Client Content only to Leepfrog employees with a need to know and Leepfrog shall maintain all responsibility for such access.

Leepfrog will notify Licensee/Subscriber of any breach or unauthorized use of Client Content within Leepfrog Technology as Leepfrog becomes aware of such breach or unauthorized use and will mitigate and investigate such breach or unauthorized use, including mitigation efforts and will take prompt action aimed at preventing subsequent occurrences.

As part of Leepfrog's process, Leepfrog agrees that if it discovers or is notified of a breach or potential breach, compromise, intrusion, or vulnerability in the Leepfrog Technology (each a "Security Incident") that impacts or reasonably may impact Licensee/Subscriber Client Content, Leepfrog will:

- (1) notify Licensee/Subscriber of such breach or potential breach as soon as reasonably possible;
- (2) investigate and remediate such breach or potential breach at least to the extent required by law and provide Licensee/Subscriber with information about the Security Incident,
- (3) take corrective action aimed at preventing the reoccurrence of a similar Security Incident in the future;
- (4) Leepfrog will reasonably cooperate to assist Licensee/Subscriber as Licensee/Subscriber works to: (a) identify individuals potentially affected by the breach and (b) provide any notifications required by applicable law.
- (5) Leepfrog will be responsible for applicable direct damages, and as required by state statute or federal law or GDPR, associated with a Security Incident to the degree attributable directly and solely to the grossly negligent or willful actions of Leepfrog. which costs shall may include, but not be limited to, the mailing of legally required notices, providing credit monitoring, and governmental/regulatory fines and penalties that may be due and owing.

Leepfrog's notice of and/or response to any notice of breach, including alleged or potential breach, does not indicate or include any assumption of risk or liability on behalf of Leepfrog.

23. Security Audits

Leepfrog performs a minimum of one audit each year on the security of our data centers in accordance with appropriate industry security standards and takes all appropriate actions to safeguard appropriate control procedures used by these data centers.

ATTACHMENT 3 – DATA SECURITY AND PROCESSING POLICY

This Data Security and Processing Policy is attached to and part of the CourseLeaf Service and Software Agreement (SSA). Leepfrog complies with all relevant data privacy and security laws, including its storing and handling of student records and processing of personal data. In this regard, Leepfrog has worked with legal counsel to ensure that Leepfrog is and remains compliant with how it handles student data under United States and International laws, including the United States Family Educational Rights and Privacy Act (“FERPA”) and the Canadian provincial Freedom of Information and Protection of Privacy Act (“FIPPA”) as consistent with the European Union General Data Protection Regulation (“GDPR”).

1. Scope of Policy

- 1.1 In consideration of Licensee/Subscriber making available Personal Data to Leepfrog, Leepfrog agrees to store, handle, and process the Personal Data in accordance with the terms and conditions of this Policy.
- 1.2 Subject to clause 1.3, the Parties acknowledge and agree that: (i) for the purposes of this Policy and as between them, the Licensee/Subscriber shall be regarded as a controller of Personal Data and Leepfrog shall be regarded as a processor of Personal Data; and (ii) Licensee/Subscriber will comply with its obligations as a controller under the Data Protection Laws and Leepfrog will comply with its obligations as a processor under this Policy.
- 1.3 If Licensee/Subscriber is also a processor, Licensee/Subscriber warrants to Leepfrog that Licensee/Subscriber’s instructions and actions with respect to Personal Data, including its appointment of Leepfrog as another processor or sub-processor, have been authorized by the relevant controller.
- 1.4 Licensee/Subscriber instructs Leepfrog and Leepfrog agrees to store, handle, and process the Personal Data in order to supply services as set out in the Services and Software Agreement.

2. Confidentiality of Storing, Handling, and Processing Personal Data

- 2.1 Leepfrog shall ensure that all persons it authorizes to handle or process Personal Data are subject to a duty of confidentiality and process Personal Data only as set out in this Policy. Leepfrog agrees to hold Personal Data in strict confidence. Leepfrog shall not use or disclose Personal Data received from or on behalf of Licensee/Subscriber (or its students) except as permitted or required by the Policy, as required by law, or as otherwise authorized in writing by Licensee/Subscriber. Leepfrog agrees not to use Personal Data for any purpose other than the purpose for which the disclosure was made.

3. Rights of Students, Individuals, and Data Subjects

- 3.1 Leepfrog shall provide reasonable assistance to Licensee/Subscriber (at Licensee/Subscriber’s expense) to enable Licensee/Subscriber to respond to: (a) any request relating to Personal Data from a data subject or individual to exercise any of its rights under the Data Protection Laws that apply to such data subject or individual; (b) any other correspondence, enquiry or complaint received from a data subject, individual, or regulator in connection with the storing, handling, or processing of Personal Data by Leepfrog.
- 3.2 If any such request, correspondence, enquiry or complaint is made directly to Leepfrog, Leepfrog will advise the person making the request to submit their request to Licensee/Subscriber and Licensee/Subscriber will be responsible for responding to any such request.
- 3.3 Leepfrog shall not disclose any Personal Data in response to a request for access or disclosure from any third party without Licensee/Subscriber’s prior written consent, except where compelled to do so in accordance with applicable law or as otherwise allowed under this Policy or the Services and Software Agreement.

4. Data Protection Impact Assessments

- 4.1 If requested by Licensee/Subscriber, Leepfrog shall provide Licensee/Subscriber, at Licensee/Subscriber’s expense, with reasonable assistance in order for Licensee/Subscriber to (i) conduct a data protection impact assessment and, (ii) if necessary and applicable, consult with its relevant data protection authority.

5. Notification of Information to the Data Protection Authorities

- 5.1 If applicable, Licensee/Subscriber will provide Leepfrog with the name and contact details of the Licensee/Subscriber’s local representative and/or data protection officer and will ensure that such information is kept accurate and up to date. Where

requested by the regulatory authorities and required under the Data Protection Law, Leepfrog is entitled to provide this information to them.

6. Security and Technical Program

- 6.1 Leepfrog has and agrees to continue to use reasonable industry standard administrative, physical and technical safeguards designed to secure Personal Data from loss, corruption, destruction, deterioration, degradation, disclosure, alteration, unauthorized access and improper disposal while in the control of Leepfrog and in use with the Leepfrog Technology.
- 6.2 Leepfrog shall notify Licensee/Subscriber of any Security Incident that it becomes aware of without undue delay. All such notifications should be made in accordance with the notice provisions set out in the Policy or at Leepfrog's discretion by a phone call or email to the primary point of contact at the Licensee/Subscriber that Leepfrog is in regular contact with or such person identified in the Services and Software Agreement.
- 6.3 Leepfrog shall take reasonable steps to remedy or mitigate the effects of Security Incidents.
- 6.4 Leepfrog shall cooperate with the Licensee/Subscriber and provide the Licensee/Subscriber with reasonable assistance and information: (a) in the investigation of a Security Incident; and (b) in relation to any notifications of a Security Incident Licensee/Subscriber makes to the relevant authority or regulator.
- 6.5 All costs associated with managing a Security Incident and fulfilling its obligations shall be borne by Licensee/Subscriber where the Security Incident occurs as a result of Licensee/Subscriber failing to perform its obligations under this Policy or the Services and Software Agreement.
- 6.6 Licensee/Subscriber is solely responsible for its compliance with any incident notification laws in relation to Personal Data and fulfilling any third party notification obligations related to Security Incidents.
- 6.7 Leepfrog's notification of or response to a Security Incident under this Security and Technical Program Section will not be construed as an acknowledgement by Licensee/Subscriber of any fault or liability with regard to that Security Incident.

7. Sub-Processors

- 7.1 Leepfrog shall not provide access to or disclose any of the Personal Data to a subcontractor or other third party without Licensee/Subscriber's prior authorization. Notwithstanding the foregoing, Licensee/Subscriber hereby generally authorizes Leepfrog to engage third parties to process Personal Data provided that Leepfrog imposes data protection terms to an equivalent standard as provided for under this Policy.

8. Termination

- 8.1 Licensee/Subscriber instructs Leepfrog to retain the Personal Data for a reasonable period after termination or expiry of the Services and Software Agreement in order to support any subsequent auditing or data recovery that may be required by Licensee/Subscriber. Thereafter, Leepfrog shall destroy Personal Data in its possession or control. This obligation (to destroy data) shall not apply to the extent that Leepfrog is required by its internal policies or by any law(s) of the United States, European Union, or any European Union Member State or other applicable law or by any post-termination contractual commitments to retain some or all of the Personal Data. The provisions of this Policy shall continue to apply to any Personal Data retained by Leepfrog notwithstanding termination or expiry of the Services and Software Agreement.

9. Use of De-Identified Data

- 9.1 Licensee/Subscriber agrees that during and after the expiry of the Services and Software Agreement, Leepfrog may use and disclose for benchmarking, educational research, developing and improving products and services or for any other related purposes Personal Data from which features directly identifying any individual have been removed. Such de-identified data is not considered Personal Data.

10. Audit Rights

- 10.1 If requested by Licensee/Subscriber, and no more than once annually, Leepfrog will make available the Audit Report to Licensee/Subscriber to enable Licensee/Subscriber to verify Leepfrog's compliance with its obligations in relation to the processing of Personal Data. Licensee/Subscriber acknowledges that provision of the Audit Report by Leepfrog shall satisfy the audit requirements set out in Article 28(3)(h) of the GDPR.

11. Effect of Policy

11.1 As of the Effective Date, this Policy will supplement the data protection provisions in the Services and Software Agreement and will be incorporated into each Services and Software Agreement. For clarity, if Licensee/Subscriber has entered more than one services agreement, this Policy will amend each of the Services and Software Agreements separately.

12. Definitions

"Audit Report" means a report certified by Leepfrog's Chief Executive Officer identifying the technical and security measures that apply in relation to the products or services in question.

"Personal Data" means, student data/records, personally identifiable information of a student, or personal data processed by Leepfrog as a processor or sub-processor for and on behalf of Licensee/Subscriber;

"Data Protection Laws" means the laws relevant to the storing and handling of student records or personally identifiable information of a particular individual or processing of personal data of a data subject under the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR").

"Security Incident" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Personal Data. Security Incidents do not include unsuccessful attempts or activities that do not compromise the security of encrypted Personal Data; and

"Controller", "data subject", "personal data", "processor" and "processing" all have the meaning given under the Data Protection Laws.

ATTACHMENT 4 – COURSELEAF CLSS - SECTION SCHEDULER CAPABILITIES AND SERVICES

CourseLeaf CLSS is an online class scheduling and reporting module that streamlines the academic course planning and scheduling process for all constituents into one central tool.

Capabilities

1. **Simplifies Data Management:** Reduces the many menus required to build a section in your student information system (SIS) into one easy-to-use form.
2. **Decentralizes Scheduling:** Enables academic units to schedule independently with central oversight through automated workflow. Scheduling units (e.g., departments) build their schedule of classes while the Registrar can uphold scheduling guidelines through distributed workflow and online approval.
3. **Visualizes Policy:** Transforms your meeting pattern process where schedulers now “snap” sections into predefined meeting patterns instead of entering days and times. Departmental staff will no longer need to review websites or training manuals for standard patterns, because each class delivery type (lecture vs. lab, 3 credit vs. 4 credit, etc.) can be configured with the appropriate preauthorized meeting patterns.
4. **Manages Workflow:** Includes a workflow engine to allow administrators the ability to manage the approval process.
5. **Upholds Compliance:** Enforces the regulations and standards of your institution through configured messaging, workflow notification, and time dependent resolution to promote a successful registration experience for students.
6. **Enhances Planning:** Informs schedulers of trends in enrollment year over year all in one screen while highlighting time periods that are both heavily and lightly scheduled.
7. **Flexible Reporting:** Empowers the academic units to run reports on their schedules and not have to rely on central IT resources. As data in CourseLeaf CLSS is synchronous with Banner and live up to the second when opening, schedulers will always have the correct results at all times throughout the scheduling cycle.
8. **Change Report:** For terms not currently integrating with the SIS, the Change Report provides schedulers with a list of all updates made by users for all classes.
9. **Configurable Form:** Rewrite the way the fields appear, which options appear in the dropdown, and what level of access users have as the scheduling process progresses with a form you can make your own.
10. **Focus Search:** User friendly tool presents data through a mobile friendly and accessible site with a sliding pane interface that incorporates a well-organized and multifaceted results in your school’s colors and visual image.

Leepfrog implementation consists of the following services:

Project Planning Welcome Call

At the start of the CourseLeaf project, members of the Client steering committee will meet the Leepfrog Implementation Team for each of the CourseLeaf modules (CAT, CIM, and CLSS, SYL, PATH w/Registration Management) on the “Project Planning Welcome Call.” The Project Planning Welcome Call is a high-level meeting designed to introduce teams, confirm project scope, define Business Requirements for Client gathering and identify subsequent steps, depending on which CourseLeaf module is implemented first.

- **Client Services Manager (CSM):** Serves as the primary leadership role for the implementation project and assists in migrating policies and block schedules into the software.
- **Project Coordinator:** Primary contact for the Business Requirements phase which includes SIS data collection, SIS course data audit, infrastructure set up, and assisting the CSM.
- **Implementation Consultant:** Primary contact for consultation session and project specifications. Consultant also manages layout and design of form.
- **Trainer:** Primary contact for two day training of CourseLeaf Administrators.
- **Project Advisors:** Product and/or industry specialists may be included in projects who contract for related add-on services.
- **Customer Support:** Transition implementation client to support team.

Delivery Services

1. **Consultation:** A Leepfrog Implementation Consultant will lead a one day meeting to map your current business process, requirements, and needs to the software. A review of your terms, academic units, course catalog and scheduling timeline will inform

a full day of identifying your process, massaging the design of your section building form and finalizing the specifications for the remainder of the project.

Note: If deeper level consulting is of interest, Leepfrog offers consulting, which is available for an additional fee. Consulting options include: visualization of room resource availability by time period, representation of student demand data, faculty workload reporting and data analysis and cleanup.

2. **Site Configuration:** During the one day meeting, the CourseLeaf Implementation Consultant and Client's contact(s) will determine best configuration of form, timeline configuration, and policy needs. During Implementation, the CSM will assist Client with meeting patterns, rules and workflows.

Transition Services

DATA MIGRATION: Integration for Campus Solutions SIS

1. **Data Migration:** To make modifications, CourseLeaf CLSS will need to be able to download your academic scheduling data and then export all of those changes back to your student information system. Leepfrog utilizes the CourseLeaf Transfer Package to identify and migrate these changes between CourseLeaf CLSS and the Oracle Campus Solutions SIS. This transfer package is installed on the Integration Broker platform and uses REST-based QAS web services to query data, such as course, class, instructor, attributes and room. This is a read-only service that does not modify any Campus Solutions data. An institution must be using PeopleSoft version 9.2 and PeopleTools 8.52 or higher. If the institution does not meet these criteria, Leepfrog will work with Client and provide direction on how to send the necessary data files.

For sending scheduling changes made in CourseLeaf CLSS back to Campus Solutions, Leepfrog will provide the CLSS Campus Solutions Bridge code for the client. The Campus Solutions Bridge is installed in or alongside the Campus Solutions SIS over HTTP or HTTPS. CourseLeaf CLSS communicates with the bridge on demand via asynchronous and synchronous web services to retrieve real time section data and to make requests to update data stored in Campus Solutions, allowing CourseLeaf CLSS to remain in tighter synchronization with Campus Solutions. CourseLeaf CLSS automatically determines when to make web service requests to the SIS based on changes which include deletions and additions. All request and response from the CourseLeaf CLSS Bridge are formatted in XML. The Campus Solutions Bridge provided by Leepfrog requires PeopleSoft version 9.2.

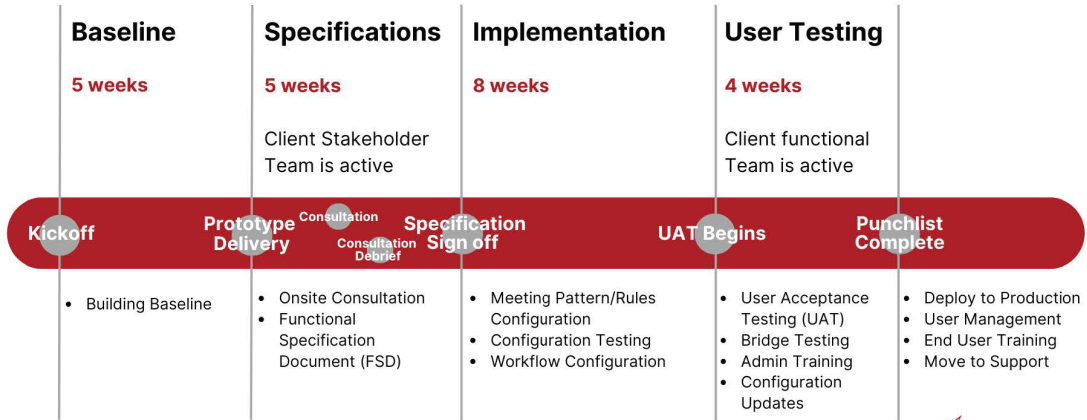
Documentation on both the transfer package and bridge will be provided and your CLSS team will assist throughout the process.

Leepfrog offers Professional Services to assist Clients with their data migration where Client has elected to purchase new or different Student Information System (SIS). These Professional Services are available on a Statement of Work (SOW) and additional scope, schedule and cost may apply and is outside the scope of Leepfrog's Implementation. Contact your Account Executive for more information.

2. **Content Analysis:** Upon receipt of Client data, CourseLeaf CLSS analyzes SIS course and section level data to identify configurations and setups that cannot be mimicked in CourseLeaf CLSS. These "unbridgeable sections" are identified and reviewed by Leepfrog's CSM and Client throughout the implementation process.
3. **Installation:** During Implementation, Client and CourseLeaf will use single sign-on (SSO) techniques and databases (Shibboleth via InCommon or CAS) or LDAP Active Directory, this method of access allows Client and Leepfrog to create workflows and output templates.
4. **Meeting Pattern and Rules:** Leepfrog provides CourseLeaf CLSS administrator training on how to configure meeting patterns and rules in the software. During this training, Client may build up to ten validation rules. Note: The Rules Insight Consulting package allows Client to focus on policy enforcement objectives such as instructor workload management.
5. **Training and Education:** As part of Implementation, Leepfrog conducts training for administrators, workflow approvers, and CourseLeaf Administrators. Training is provided to introduce CourseLeaf CLSS and to assist Clients in reviewing and identifying specifications such as process needs for meeting patterns, validation rules, and administrative oversight. Training is provided via webinar or onsite as mutually agreed, and as available. In addition, CourseLeaf provides a web based help site. See Exhibit B for details.



Scheduling Implementation Timeline



Our implementation timeline is adjusted based on specifications requested by the client.



ATTACHMENT 5– COURSELEAF CLSS BRIDGE FOR CAMPUS SOLUTIONS (FORMERLY PEOPLESOFT)

CourseLeaf CLSS Bridge for Campus Solutions Student Information System accomplishes the following functions:

1. Bridge's approved sections, and changes to sections, from the CourseLeaf scheduling maintenance process back into Campus Solutions to update the many data tables required;
2. Returns changes made to sections in Campus Solutions back to the CourseLeaf schedule building solution so that data between the two sites (Campus Solutions and CourseLeaf) remains synchronous.

The CourseLeaf CLSS Bridge is an integration broker with three operational components to complete the integration and produces a "review" step for synchronization.

- Operation 1: pulls data for inserts, adds, updates, and deletes of data associated with section level data;
- Operation 2: gains status of a class section;
- Operation 3: inserts, adds, updates, and deletes data associated with combined section information.

The Campus Solutions SIS Schedule of Classes database is a complex set of tables that organizes and stores data. The section information used in class scheduling proposals relates to specific pieces of information stored in multiple Campus Solutions SIS tables, each requiring updates according to precise Campus Solutions rules. Each rule is designed to keep Campus Solutions SIS accurate and well-functioning during registration, transcript generation, and other administrative activities.

Leepfrog's CourseLeaf CLSS Bridge for Campus Solutions recognizes the intricacies of the data stored and the data exchange between CourseLeaf and Campus Solutions SIS and provides integration of CourseLeaf with Licensee/Subscriber-specific Campus Solutions rules and SIS. CourseLeaf acts as a buffer between the complex data structure maintained in Campus Solutions SIS and the CourseLeaf simplified maintenance and data flow for scheduling validation. CourseLeaf CLSS reduces the complexity of multiple Campus Solutions SIS schedule of classes' screens and converts this data into a single view with translations for the institutional community. These data conversions may include but are not limited to:

- setting flags for certain times of classes,
- converting translate values of instruction types into a dropdown list of values using the reader friendly names,
- concentrating fields together such as campus and location, and much more.

During Implementation, Licensee/Subscriber will work with Leepfrog to identify and build a data process structure to Licensee/Subscriber specifications. These specifications include process rules and data fields allowing Licensee/Subscriber to provide and promote course and section level information to Licensee/Subscriber CourseLeaf Administrators.

Leepfrog's CourseLeaf CLSS Bridge is compatible with the latest release version of Campus Solutions. Licensee/Subscriber may customize the Campus Solutions installation component to support customizations made in their environment. Leepfrog is not responsible to support or integrate with said customization.

To maintain the primacy of Campus Solutions SIS and to avoid overlaying unwanted changes directly into Campus Solutions SIS, Leepfrog developed the SIS data model in CourseLeaf CLSS which acts to create a checks and balances so that schedulers are not able to modify sections in a way that is inconsistent with Campus Solutions, so that CourseLeaf CLSS Bridge for Campus Solutions remains consistent and requires minimal updates due to customizations within a client's SIS. The CourseLeaf CLSS module has a checks and balances to the Campus Solutions SIS and is prevented from submitting changes to the Campus Solutions CLSS Bridge that are inconsistent with its understanding of the Campus Solutions Schedule of Classes data mode. These checks and balances are designed to mitigate errors and prevent loss of data.

The tables listed below are currently available for updates through the CourseLeaf CLSS Bridge for Campus Solutions. Licensee/Subscriber specific tables included as part of Implementation are determined by the Campus Solutions section data used in the CourseLeaf CLSS database and Edit Section form. As part of Leepfrog's standard implementation services, Leepfrog will migrate two full years of terms and schedules as they currently exist in Campus Solutions. Should Licensee/Subscriber's section data not currently exist in Campus Solutions, Leepfrog is available to assist in organizing and migrating data from a location other than Campus Solutions on a Statement of Work and additional scope, schedule and cost may apply.

NOTE: CourseLeaf's CLSS Bridge for Campus Solutions is designed to work with a standard Campus Solutions SIS. If Licensee/Subscriber has a customized Campus Solution and/or your SIS contains modifications or customizations, Leepfrog is available to assist in customizing the CourseLeaf integration to your current version of the SIS on a Statement of Work and additional scope, schedule and cost may apply. Contact your Account Executive for more information.

Fields updated by the Campus Solutions CLSS Bridge include:

- "class_tbl"
- "session_code", "class_section", "ssr_component", "class_stat", "class_type", "associated_class", "auto_enrl_waitlist", "student_spec_perm", "auto_enroll_sect_1", " auto_enroll_sect_2", "schedule_print", "consent", "enrl_cap", "wait_cap", "crs_topic_id", "print_topic", "campus", "location", "instruction_mode", "room_cap_request", "start_dt", "end_dt", "combined_section", "ssr_drop_consent"
- "class_mtg_pat"
- "class_mtg_nbr", "facility_id", "meeting_time_start", "meeting_time_end", "mon", "tues", "wed", "thurs", "fri", "sat", "sun", "start_dt", "end_dt", "crs_topic_id", "stnd_mtg_pat", "print_topic_on_xcr"
- "class_instr"
- "instr_assign_seq", "emplid", "instr_role", "grade_rstr_access", "sched_print_instr", "instr_load_factor"
- "class_chrstc"
- "room_chrstc", "room_chrstc_quanti"
- "class_notes"
- "class_notes_seq", "class_note_nbr", "desclong"
- "class_attribute"
- "crse_attr", "crse_attr_value"
- "class_assoc"
- "units_minimum", "units_maximum", "units_acad_prog", "units_finaid_prog", "grading_basis", "ssr_component", "rqmnt_designtrn", "class_component"
- "ssr_component"
- "sctn_cmbnd_tbl"
- "descr", "descrshort", "enrl_cap", "wait_cap", "room_cap_request"
- "sctn_cmbnd"
- "class_nbr"

ATTACHMENT 6 – COURSELEAF CIM - CURRICULUM INVENTORY MANAGEMENT STATEMENT OF WORK

1. Introduction

1.1 Objective Scope and Deliverables

A. Workflow Engine and Course and Program Forms

The CourseLeaf CIM Module is a software based tool that streamlines an institution's course and program management process. CourseLeaf CIM provides dynamic online forms for staff and faculty to electronically route and manage all course and program changes. This project will produce an integrated workflow engine, and course and program forms developed to the specifications provided by the Client. The result of these products will be the Client's programmatic ability to automatically route these new forms through the workflow engine, with the software acting as the determinant for approval paths based on preconfigured workflows. In addition, CourseLeaf CIM will:

- Alert departments to a change and identify program requirements impacted by the change;
- Include editing tools that log reviewer time, date, and comments;
- Generate print-on-demand PDF files used in governance and committee meetings;
- Publish program information directly into the CourseLeaf CAT software.

If clients plan to use CourseLeaf CIM for any other purposes (e.g. course evaluations or policy management etc.), they must notify their Leepfrog Sales Manager as additional data, implementation time and cost may be required. CourseLeaf CIM includes courses and programs. If you plan to use CourseLeaf CIM for any other purposes (e.g. course evaluations, or policy management, etc.), notify your Leepfrog Sales Account Executive as additional data, implementation time and cost may be required. If you plan to implement CIM Courses separately from CIM Programs, notify your Leepfrog Sales Account Executive as additional schedule, scope and cost may apply.

B. Course and Program Forms Functionality

The Course (CIM/Course) and Program (CIM/Program) form functionality will include:

- An online electronic environment hosting the forms and proposals;
- Data input fields for each form;
- Ability to attach multiple files;
- Workflow to manage approval and sharing of information;
- Reports to track each form as it moves through the workflow process;
- Single sign-on access using a username/password.

Leepfrog creates Course (CIM/Course) and Program (CIM/Program) forms with a tool called Form Builder. During Business Requirements Gathering, the client will determine what fields are included in each form based exclusively on their curriculum process and decision making requirements.

C. Tracking Changes

The CourseLeaf CIM Module tracks changes made to content within the system, during both the approval cycle and between approved versions. Throughout the reviewing and approval workflow process, users can view the differences made between the last approved content and the new proposed content.

Users may also review the changes made by other selected users. Administrators are able to view changes between any two versions of approved content. Changes to content are visually displayed, and hardcopies of these displays may be printed.

For example, deletions are in red strikethrough and additions are in bold green. Red/Green mark up only applies to edits to existing proposals; new proposals within the software do not assume the Red/Green changes.

D. Authentication Services

The software uses existing campus authentication systems which prevents the need for new login names and passwords. Shibboleth via InCommon or CAS is preferred, and LDAP is acceptable. CourseLeaf software is currently hosted by Leepfrog and runs on Windows servers. The CourseLeaf software does not restrict the number of users who may use accounts on the system or who may simultaneously access the system.

2. Staffing, Roles and Responsibilities

2.1 Primary Contact

At the CourseLeaf CIM Welcome meeting, the parties agree to each identify by title, email address, telephone number. The parties will also agree to each name a primary contact on their side, who will then act as the designated individual(s) for exchanging information between parties. Each party can update their designated primary contact with written notice to the other.

All information exchanged between parties is time sensitive. The receipt of the Business Requirements is critical for a successful CourseLeaf CIM implementation. In designating these points of contact, the parties agree these individuals are the only persons who will send and accept communications, specifications and deliverables for the project.

In keeping with the integrity of the primary contact, it is the responsibility of each parties' primary contact to share and distribute project and status information within their own company. For example, Leepfrog's primary contact is responsible for updating Leepfrog's sales and support organizations.

The client's primary contact is responsible for updating their project and sponsor stakeholders throughout the development and implementation process, including client's use of Leepfrog's Client Responsive Project Schedule. To facilitate this responsibility, Leepfrog requires the primary contact to be supported by a Steering Committee comprised of client's key stakeholders. See the section titled "Steering Committee Resources Required from Client" for more information.

2.2 Steering Committee Resources Required from Client

The Client's primary contact must be supported within their organization by a Steering Committee. The Steering Committee is comprised of members that the client identifies as representing the skills listed below. These members are critical to the development of your CourseLeaf CIM Module, as they will provide the most accurate Business Requirements, specifications and other pertinent information necessary for project completion. Leepfrog requires the following client personnel actively participate throughout development and implementation:

- Client Project Sponsor – the financial sponsor and executive decision maker;
- Client Business Manager – subject expert(s), plan to dedicate 20+% time depending on stage of project;
- Client Workflow Lead – subject expert(s) supporting curriculum, governance and faculty needs for both substantive and nonsubstantive changes;
- Client Forms and Programs Lead – subject expert(s) with functional expertise plan to dedicate 50-100% time throughout the project;
- Client SIS Lead – subject expert(s) with expertise in how data is displayed;
- Client IT Lead – subject expert(s) with IT expertise, plan to dedicate 40-60 hours particularly in the early stages of the project for authentication, DNS, and course data extracts.

Leepfrog cannot specifically identify, by title, who is required on the Steering Committee; or how many full time hours are required for the completion of any one task, or the time required for compilation any sets of data. However, Leepfrog can identify the data required, the functional expertise, and the standard timeline required for the CourseLeaf CIM implementation.

The Client should plan on internal constituency involvement for periodic concentrated efforts to review forms, functionality, and approve decisions.

2.3 Client Responsibilities

The client will fulfill the following responsibilities:

- i. Designate and task a primary contact with authority and responsibility for the following:
 - Overall management and decision making throughout project.
 - Share project scope, schedule and cost information with Client Steering Committee.
 - Interface with Leepfrog Implementation personnel.
 - Delivery of all documentation and information to Leepfrog.
 - Coordinating the assignment of responsibilities within their organization.
 - Ensuring key administrators and CourseLeaf Administrators participate in testing and training
 - Execute Substantively Completed Specifications.
 - Ensure key participants, prepare for, attend and participate joint meetings and reviews.
- ii. Establish Client Steering Committee of client's subject experts that represent the views of all relevant constituencies and identify decision makers for each constituency.
- iii. Gather, compile and submit complete and accurate Business Requirements.

- iv. Comprehensively test courses and provide all areas of feedback.
- v. Establish an initial level of data structure, as well as author policies and workflow configuration (IT personnel and/or Functional personnel).
- vi. Provide guidance and instruction on integrating CourseLeaf from technical perspective (IT personnel).
- vii. Provide responses to and jointly discuss Technical Intake documents.
- viii. Provide feedback on the implementation of specifications at the appropriate intervals during the project. Feedback and edits must be given through a primary contact.
- ix. Jointly evaluating the Test Environment with Leepfrog, and providing input to course correct.

2.4 Leepfrog Responsibilities

For the Fee agreed upon in the payment schedule, Leepfrog will:

- i. Identify project Business Requirements through Client's specifications and workflow.
- ii. Review submitted Business Requirements with Client.
- iii. Develop Rough Draft of Client's customized CourseLeaf CIM.
- iv. Conduct real time joint review with Client in the Review Session.
- v. Finalize Requirements into Substantively Completed Specifications.
- vi. Sync Test and Migrate Client Data.

Leepfrog will manage the development and implementation of the customized CourseLeaf CIM using the Client Responsive Project Schedule and provide status throughout the project.

3. Dependencies

The three most important dependencies necessary for a successful launch of a CourseLeaf CIM are:

- Client Responsive Project Schedule;
- Business Requirements and Specifications
- Testing and Feedback

3.1 Client Responsive Project Schedule

Leepfrog uses a Client Responsive Project Schedule, meaning that Leepfrog can only perform the next segment of work following receipt of any preceding Client Work. Clients are encouraged to turn in materials at a time best suited to their needs and processes, while keeping in mind the effect it brings on the overall timeline of their project development and delivery.

3.2 Business Requirements and Specifications

Leepfrog custom develops CourseLeaf CIM based solely and expressly on the client's specifications. A client's specifications and necessary data are called Business Requirements, which are the essential items needed to begin project development. This generally includes:

- Current Course and Program forms;
- Documentation of form field specifications for the CIM/Course and CIM/Program forms;
- Workflow Specifications:
- Documentation of workflow;
- Student Information System (SIS) data;
- CourseLeaf CIM Course and Program Questionnaires;
- SIS Questionnaires;
- Updated subject- to-department mapping spreadsheet;
- Automated SFTP Process;
- Setup complete and authentication turned on;
- Support user account;
- SSL setup Document or Banner SIS;
- SSL certificate;
- General site set up document provided by Leepfrog;
- DNS Mapping;
- Authentication set up document provided by Leepfrog;
- User provisioning administration information.

It is the Client's responsibility to accurately gather the needed Business Requirements and provide them in a timely manner. As CourseLeaf CIM is customized to the Client's institution specifications and needs, Leepfrog cannot begin the development process until the appropriate Business Requirements are delivered.

Often, in the beginning of the CourseLeaf CIM Implementation process, Leepfrog may discover gaps in the Client's current processes. Examples include forms that may be outdated, incomplete, or do not capture process exceptions or alternatives; or workflow processes that the client wishes to revise and/or modify through the implementation of CourseLeaf.

To facilitate CourseLeaf CIM implementation process, Leepfrog advises clients to review and revise current processes and forms as needed, to ensure the CIM Business Requirements submitted reflect the client's desired process moving forward.

3.3 Testing and Feedback

Thorough testing and feedback to CourseLeaf are essential to ensuring a fully functional CourseLeaf CIM for the client's institution. The involvement of Client's key team members ensures the specification as developed meet the needs of each area of campus.

4. Project Schedule Timeline and Milestones

Client Responsive Project Schedule and Milestones

4.1 Project Planning Welcome Call

At the start of the CourseLeaf project, the Steering Committee will meet the Leepfrog Implementation Team for each of the CourseLeaf modules (CAT, CIM, and CLSS, SYL, PATH w/Registration Management) on the "Project Planning Welcome Call." The Project Planning Welcome Call is a high-level meeting designed to introduce teams, confirm project scope, define Business Requirements for Client gathering and identify subsequent steps, depending on which CourseLeaf module is implemented first.

4.2 CourseLeaf CIM Orientation, Business Requirements and Kickoff

In the one hour CourseLeaf CIM meeting, the Steering Committee will meet the Client Services Manager (CSM). This meeting is designed to confirm project scope and needs. Furthermore, the institution's functional and technical team members will be informed what Business Requirements are needed to begin implementation. The CourseLeaf CIM Orientation will also cover the CourseLeaf CIM Implementation milestones.

After the Client submits their Business Requirements, Leepfrog will review the SIS data, curriculum forms, workflow documentation, process questionnaire responses, and any other supplemental information submitted. Leepfrog will compile questions and clarifications needed as a result of this review. This process generally takes seven to ten days after receiving the Business Requirements.

Once Business Requirements are completed and verified by Leepfrog, Leepfrog will notify the client with a Kickoff email that the CourseLeaf CIM project development and implementation is starting.

4.3 Joint Review Meeting, Leepfrog Form Building & Workflow Setup

After Kickoff, Leepfrog and the client will meet to discuss the client's forms and data, and workflow, and how the Business Requirements will be used to build a functional prototype in preparation of the Consultation meeting. It will take approximately four hours to discuss the forms and data, and approximately ninety minutes to discuss workflow.

Following the Joint Review Meeting, Leepfrog's Implementation team will begin building the functional prototype in preparation for the Consultation.

4.4 Pre- Consultation Activities

Approximately three weeks after the Joint Review Meeting, the Pre Consultation Training step occurs. This step is divided in two parts; first an introduction of the Consultation for 30 minutes, and second, the Training for 90 minutes. This step is scheduled approximately one week before the Consultation, so clients will have time to familiarize themselves with the initial forms.

During Pre Consultation Training, the CSM will walk through the first draft of the customized forms and answer any questions in preparation for the Consultation. The CSM will also provide the test site address and login details for further exploration and testing of the newly drafted forms in CourseLeaf CIM.

Leepfrog will then hold an internal Pre Consultation meeting. The Client Services Manager, Business Analyst, Developer and Implementation Consultant discuss the outcome of the Joint Review Meeting and initial development of Client forms. As an outcome of

this meeting, the Implementation Consultant will be prepared to facilitate the Consultation and make recommendations on how CourseLeaf CIM can best meet the Client's business needs.

4.5 Consultation

The Consultation is a meeting spanning one to two days depending on the implementation plan. A Leepfrog Implementation Consultant will review the forms developed by the Leepfrog Implementation team using decisions made at the Joint Review Meeting.

During the Consultation, the Implementation Consultant will update the specifications on the forms in real time as decisions are made through the day. Both Leepfrog and the Client will take notes on the specifications discussed.

By the conclusion of this meeting, requested specifications are considered final. Development and form updates will begin after specification documentation is finalized, and any additional materials/information identified at the Consultation is received.

4.6 Post Consultation Debrief and Substantively Complete Specifications

Following the Consultation visit, Leepfrog debriefs to review the Client's and the Implementation Consultants notes regarding the events and decisions of the Consultation. After compiling the Client and Implementation Consultant notes a final specification document will be put together to be reviewed on the joint post Consultation debrief.

Approximately one week after the Internal Post Consultation Debrief, Leepfrog and the Client will meet to review specifications and obtain any final decisions, information, and/or materials needed for development. If there are any discrepancies between the Client specifications and Implementation Consultant specifications, additional time may be needed for the Leepfrog team to review for accuracy.

Once all Post Consultation notes are reviewed and verified, Leepfrog and the Client will determine the Substantively Complete Specifications. These indicate that the specs have been agreed upon and verified, and the Client has provided all necessary information and materials. It is the standard used for Leepfrog and the Client to signify when project implementation development can progress.

If the Client wishes to extend the period of review of the Substantively Complete Specifications or has not submitted the necessary information and materials, signoff may be delayed. This will postpone the delivery of CourseLeaf CIM until the Client provides Leepfrog with spec signoff and all necessary information and/or materials. Once Substantively Complete Specifications have been approved, Leepfrog and the Client will need to reevaluate the remaining implementation schedule.

When Substantively Complete Specifications are finalized and signed, Leepfrog project development will begin the following week. Leepfrog development will span approximately two weeks.

4.7 Client Testing

Approximately one week after Leepfrog development work is completed and agreed upon specifications are in place, the Client Services Manager will schedule a training session. A member of the Leepfrog training team will conduct a webinar session on the Client's forms as updated and developed per specifications post Consultation. Leepfrog's training staff will teach administrators how to use and test the customized CIM forms. This training will detail all of the features in place on the CIM forms that will need to be evaluated in testing. To conclude the training session, the forms will be delivered to the Client to begin testing.

Clients are encouraged to test their CourseLeaf CIM Module as much as possible in order to produce feedback for the Review session. Clients will view forms to observe the data mapping, form dynamics and workflow. Leepfrog encourages the Client's CourseLeaf Administrators and other key personnel to participate throughout testing. As the Client tests, they are expected to keep record of any questions, concerns, exceptions or modifications for each testing scenario. The record of testing will contain the following information:

- Form being tested;
- Specific Field on the Form;
- Description of how the Field currently works;
- Description of how the Client wants the Field to work;
- If there is an Error Report, include description and example of how Error appeared.

Leepfrog will provide the Client with a spreadsheet for capturing this information, and will accept any reporting form provided these five pieces of information are included, if preferred.

4.8 Review Session, Final Testing and Final Form Sign Off

Approximately one to two weeks following the closure of Client testing, the Review session will be scheduled. Review sessions are collaborative webinars with the Client's Steering Committee and the Leepfrog Implementation team. During the Review session, Leepfrog and the client will collaboratively review the testing feedback, and Leepfrog will implement modifications in real time.

After the Review session, the updated customized forms will be turned back over to the Client for a second round of testing. The Client will identify specific catalog content locations and specific CIM program form fields into which the catalog content will be migrated. This spreadsheet must be filled out completely before the final forms can be signed off on.

After receiving the Client's second round of testing feedback, the Client Services Manager will implement any changes needed in the following week. The CSM delivers the final form to the Client with the flattened form PDF(s) for final sign off on the forms that they fulfill the Substantively Complete Specifications.

4.9 Synchronization (Sync) Testing

Synchronization Testing is performed to verify the data from CourseLeaf CIM matches the course data in the SIS. During Sync Testing, the Client's SIS data populates within CourseLeaf CIM once every 24 hours. The Client will be able to make changes which impact the SIS, and both parties will review the data as it moves throughout CourseLeaf CIM. During this real time process, issues are identified and resolved, allowing the Client's SIS expert to update SIS and SFTP files as needed.

At the close of this collaborative process, the forms are now processing data and populating fields on the 24-hour cycle. After Sync Testing, a QA will be performed on the forms. After the QA, Leepfrog will prepare to move CourseLeaf CIM from a test environment to a production environment.

4.10 Deployment to Production, Data Migration and Transition to Support

After successful Sync testing, the Client Services Manager will work with the Client to appropriately time the moving of the forms from the test environment to the Next environment, which is the production stage for CourseLeaf CIM. A second QA of the forms will be done following the promotion to Next. Deployment to the Next stage marks the completion of the CIM courses implementation process.

After the CIM forms are moved to Next, the Leepfrog Implementation Team will perform a onetime migration of existing programs from the catalog into the CIM program forms. Migration marks the completion of CourseLeaf CIM implementation process.

Leepfrog offers Professional Services to assist Clients with their data migration where Client has elected to purchase new or different Student Information System (SIS). These Professional Services are available on a Statement of Work (SOW) and additional scope, schedule and cost may apply and is outside the scope of Leepfrog's Implementation. Contact your Account Executive for more information.

4.11 Training

Leepfrog will provide training to the Client's staff personnel on use of CourseLeaf CIM. Training is available following delivery and is scheduled according to the Client's availability.

Administrators will receive training on managing their CourseLeaf CIM environments via webinar. Administrators will be trained on workflow, role and account management, syncing, viewing course and program history, user provisioning, general settings, ScribeStart (if applicable), and other relevant aspects of CourseLeaf CIM. After administrators receive their final training, the last step in the project development process is training CourseLeaf Administrators. As part of the contract signed for both CourseLeaf CAT and CourseLeaf CIM forms, clients will receive one training.

If the Client has already used their training, End User Training will be administered via webinar for up to four (4) separate sessions each lasting approximately one hour OR clients can request a Statement of Work for additional training.

If the Client has not already used their training, Leepfrog will provide training via webinar or onsite as mutually agreed and as available.

In both cases, trainers will prepare CourseLeaf Administrators on how to submit changes to Courses and Programs and other pertinent functions. These include searching and viewing records, workflow, red/green mark-ups, viewing course and program history, shredding, approving pages, and other relevant aspects of CourseLeaf CIM.

4.12 Notice of Delivery and Transition to Support

After the CourseLeaf CIM forms have been moved to the Next environment and migration of the CAT data into CIM programs has been completed, Leepfrog will transition the CIM forms from implementation to support.

Leepfrog will advise of delivery of your customized CourseLeaf CIM Module and transition Client out of development and implementation activities to Ongoing/Subscription Support Services. From this point forward, Leepfrog Support will be the Client’s primary contact.

4.13 Change Notification

After Leepfrog begins development of the software per the Substantively Complete Specifications, changes the Client wishes to make to their CourseLeaf CIM will be made using a Statement of Work (SOW) and may require additional scope, schedule and cost. A SOW is issued when the changes a client wants to make affect the scope, Business Requirements, schedule or budget of the CourseLeaf CIM Module.

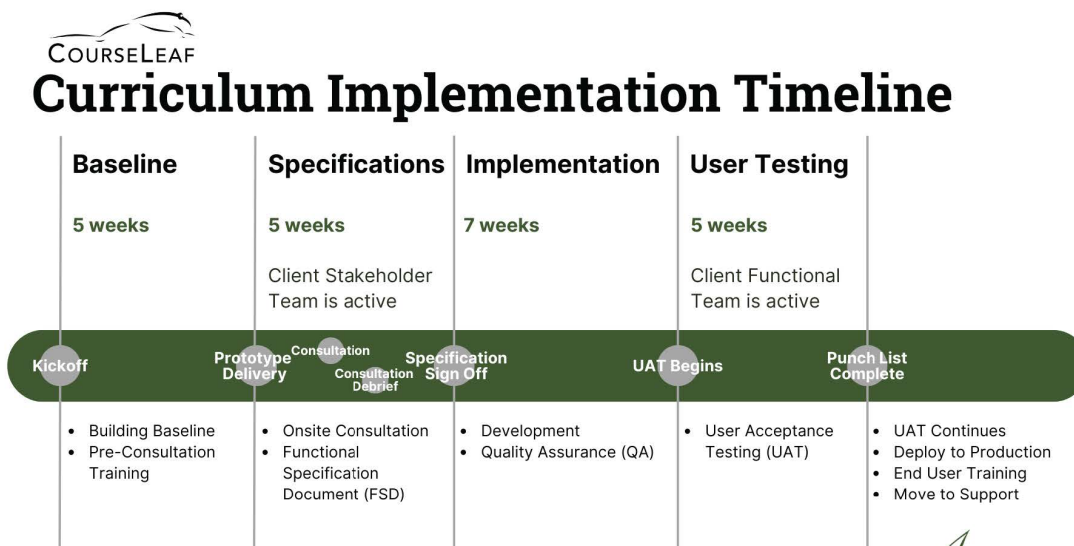
5. Out-of-Scope

Leepfrog reviews the Client’s Business Requirements to determine the scope of the Client’s project needs. After implementation is complete, further customization of any data is subject to the Ongoing/Subscription Support Services Agreement where additional time and cost may apply.

Ongoing/Subscription Support Services is provided for the CourseLeaf CIM as delivered, including through the first year of operation. Any customized changes made after delivery will be performed with a new Statement of Work. The new Statement of Work will include the cost to perform the work, and additional Ongoing/Subscription Support Services may be included.

Leepfrog will work with clients if they elect to modify their CourseLeaf CIM outside the scope of their initial Statement of Work. Partial and split implementations are considered outside the scope. Other modifications can include, but are not limited to: splitting functionality; identifying a baseline functionality or deferring a secondary level of functionality; modifying the number or identification of data fields; deferring any parts or fields of the implementation; or dynamic forms for information such as experiential courses. Tracking proposer edits within CourseLeaf CIM begins during Implementation and moves forward in time while viewing the historical of edits prior to Implementation is out of scope for this Project.

CourseLeaf CIM Implementation Diagram



Our implementation timeline is adjusted based on specifications requested by the client. Forms and workflow configurations may be updated at any time based on client preference.



ATTACHMENT 7 – COURSELEAF CAMPUS SOLUTIONS (FORMERLY PEOPLESOFT) BRIDGE

CourseLeaf's Campus Solutions Bridge accomplishes three functions:

1. Bridge approved, accurate courses from the curricular process back into Campus Solutions to update the many data tables required;
2. Identify courses that have inconsistencies between what has been entered in the curricular process against Licensee/Subscriber's specified process for the applicable courses, and;
3. Allow for reconciliation of the differences identified.

The Campus Solutions Bridge has three components that complete the integration between CourseLeaf and the Campus Solutions Student System. The CourseLeaf Campus Solutions Bridge is an integration broker that brings together the following to provide a "review" step.

- Component 1: a web service within CourseLeaf that pulls information for added, changed, and deactivated courses;
- Component 2: installation of a PLSql package through Component Interface in Campus Solutions to impact the updates of Campus Solutions tables within the structure of the institution's business rules;
- Component 3: initiate a "review" step that calls upon the PLSql package to update Campus Solutions tables.

The Campus Solutions SIS course database is a complex set of tables that organizes and stores data. The course information used in curriculum proposals relates to specific pieces of information stored in multiple Campus Solutions SIS tables, each that require updates according to precise rules so Campus Solutions SIS remains accurate and well-functioning during registration, transcript generation, and other administrative activities.

The Campus Solutions Bridge recognizes the intricacies of the data stored and the data exchange between CourseLeaf and Campus Solutions SIS and provides integration of CourseLeaf with Licensee/Subscriber's Campus Solutions SIS. CourseLeaf is the buffer between the complex data structure maintained in Campus Solutions SIS and the simplified flow of data for curriculum governance provided by CourseLeaf. CourseLeaf reduces the complexity of multiple Campus Solutions SIS course tables and converts this data into one view with translations for faculty. The conversion may be setting flags correctly for honors classes or translating simple drop-down lists of instruction types into the values and combinations of values required by Campus Solutions. If defaults can be created for some fields based on values in others, the Campus Solutions Bridge will do that for you.

These data conversion may include but are not limited to: setting flags for honors classes or translating drop down lists of instructions types into values and combinations of values, and may include the parsing of fields, such as the course description, into discrete components for update, review, and approval during the curriculum process. Many institutions using Campus Solutions SIS include elements such as prerequisites and recommendations as part of the course description. Utilizing these various Campus Solutions SIS data fields and rules, the Campus Solutions Bridge will reassemble the course description field on the curriculum form making it easier for users to see, change, and review.

During Implementation, Licensee/Subscriber will work with Leepfrog to identify and build a data process structure to Licensee/Subscriber specifications. These specifications include process rules and data fields allowing Licensee/Subscriber to provide and promote course and offering level information to Licensee/Subscriber CourseLeaf Administrators. Leepfrog will configure the Campus Solutions Bridge to utilize and follow these same specifications and process rules to update the applicable Campus Solutions SIS course tables.

To maintain the primacy of Campus Solutions SIS and to avoid overlaying unwanted changes directly into Campus Solutions SIS, Leepfrog developed the SIS data model. Data modeling is the Campus Solutions Bridge feature that validates that the change being proposed in CourseLeaf CIM and Campus Solutions SIS fields make sense from a business practice and database standard. If the data modeled fields pass a round trip scenario (a simulation of how the data would look if it were being sent directly from the SIS), the course changes are sent to the Campus Solutions SIS. As course data is exported nightly from Campus Solutions SIS to CourseLeaf, CourseLeaf will compare the incoming data with the course data already in the CourseLeaf database. If the data differs, CourseLeaf will flag the differences to enable Licensee/Subscriber CourseLeaf administrator the ability to identify and reconcile the differences.

The Campus Solutions Bridge will not generate bridge xml unless the data model understands that the proposed change is valid, and the course itself will not reconcile until all data elements that are mapped to the SIS are in synchronization. The limitations to this step are designed to mitigate errors and prevent loss of data. The Campus Solutions Bridge is not intended to approve all fields on a curriculum form and some fields with complex requirements such as the prerequisite tables may not be included. Upon request, Leepfrog will provide Data Reconciliation Consulting Services which will require a Statement of Work outlining additional scope, schedule and cost.

The Campus Solutions Bridge connection originates from Licensee/Subscriber Campus Solutions SIS and Licensee/Subscriber's CourseLeaf administrators must be assigned appropriate roles and permissions to enable update capability.

The tables in the bulleted list below are currently available for updates through the Campus Solutions Bridge. Licensee/Subscriber specific tables included as part of Implementation are determined by the Campus Solutions course data used in the CIM database and CourseAdmin form. As part of Leepfrog's standard implementation services, Leepfrog will migrate one load of courses as they currently exist in Campus Solutions. Should Licensee/Subscriber's course data not currently exist in Campus Solutions, Leepfrog is available to assist in organizing and

migrating course data from a location other than Campus Solutions on a Statement of Work and additional scope, schedule and cost may apply.

NOTE: CourseLeaf's Campus Solutions Bridge is designed to work with a standard Campus Solutions SIS. If Licensee/Subscriber has a customized Campus Solution and/or your SIS contains modifications or customizations, Leepfrog is available to assist in customizing the CourseLeaf integration to your current version of the SIS on a Statement of Work and additional scope, schedule and cost may apply. Contact your Account Executive for more information.

Fields updated by the Campus Solutions CIM Bridge include:

- "crse_catalog"
- "crse_id", "descr", "course_title_long", "descrlong", "eff_status", "equiv_crse_id", "units_minimum", "units_maximum", "crse_repeatable", "units_repeat_limit", "crse_repeat_limit", "grading_basis", "crse_contact_hrs", "component_primary", "units_acad_prog", "units_finaid_prog", "consent", "ssr_drop_consent"
- "crse_offer"
- "crse_offer_nbr", "institution", "acad_group", "subject", "catalog_nbr", "course_approved", "campus", "schedule_print", "catalog_print", "sched_print_instr", "acad_org", "acad_career", "split_owner", "sched_term_roll", "rqmnt_group", "cip_code", "hegis_code", "use_blind_grading", "rcv_from_item_type", "ap_account", "ap_bus_unit", "ap_deptid", "ap_fund_code", "ap_ledger", "ap_prog_code", "ap_proj_id", "ap_class fld", "ap_affiliate", "ap_bud_ref", "ap_cf1", "ap_cf2", "ap_cf3", "writeoff_bus_unit", "writeoff_account", "writeoff_fund_code", "writeoff_prog_code", "writeoff_proj_id", "writeoff_ledger", "writeoff_deptid", "writeoff_class fld", "writeoff_affiliate", "writeoff_bud_ref", "writeoff_cf1", "writeoff_cf2", "writeoff_cf3", "gl_interface_req", "sel_group", "schedule_course", "dyn_class_data", "oee_ind", "oee_dyn_date_rule", "ap_product", "ap_op_unit", "ap_altacct", "ap_aff_int1", "ap_aff_int2", "writeoff_product", "writeoff_op_unit", "writeoff_altacct", "writeoff_aff_int1", "writeoff_aff_int2", "ext_writeoff", "ssr_crse_typoff_cd"
- "crse_attributes"
- "crse_attr", "crse_attr_value"
- "crse_component"
- "ssr_component", "optional_section", "default_sect_size", "contact_hours", "final_exam", "exam_seat_spacing", "dyn_dt_include", "auto_create_cmpnt", "attend_generate", "week_workload_hrs", "oee_workload_hrs", "lms_file_type", "lms_provider"
- "crse_offer_owner"
- "crse_offer_nbr", "acad_org", "percent_owned"
- "crse_attendance"
- "crse_id", "effdt", "ssr_component", "class_attend_type", "instruction_mode", "attend_present_use", "attend_reason_use", "attend_tardy_use", "attend_left_use", "attend_contract_use", "attend_time_use", "attend_tmplt_ovrd"
- "crse_topics"

This Statement of Work (SOW) outlines Leepfrog’s Offer to conduct a CourseLeaf CAT Consultative Assessment. During the CourseLeaf CAT Consultative Assessment, a CourseLeaf Consultant will lead an evaluation and discussion of Client’s existing catalog landscape, spotlighting its strengths and identifying opportunities for growth and improvement. This specialized service is dedicated to providing recommendations on how CourseLeaf CAT can assist Client in reaching their catalog goals.

The Consultative Assessment is conducted virtually in a single six (6) hour session.

Leepfrog Consultants are available to meet onsite for an additional Fee. Contact your Account Executive should you desire an onsite discussion.

Project Objective

The CourseLeaf CAT Consultative Assessment will result in a CourseLeaf CAT Recommendations Action Plan which is a list of recommendations and actions Client can take to realize goals, sync to available capabilities and best practices and to get the highest return on Leepfrog’s most current instance of CourseLeaf CAT.

Project Scope

CourseLeaf’s Consultant will reach out to the contact individual listed below and schedule the Assessment.

The following discussion topics may be covered at varying levels depending on goals and capabilities.

- Content Strategy
- Content Audit
- Data Audit
- Course Data
- Faculty Display
- Navigation
- PDF
- Template

The CourseLeaf Consultant will work with Client to determine Client objectives, requirements, specifications.

Required Client Team participants: Leepfrog recommends Client include all core administrative team members responsible for:

- Content;
- Organizational approvals;
- Implementation, and;
- Other project stakeholders specific to Client institution.

Client’s point of contact for the CAT Consultative Assessment:

Name: Jim Dorris
Email: jdorris@miracosta.edu
Phone: 760-795-6728

Out of Scope

This service is limited to a consultative assessment where CourseLeaf will lead Client in developing a plan in the form of a list of recommendations Client can take to realize their vision. Some recommendations may include services already available to Client as part of the existing Ongoing Subscription/Support Services provisions and other recommendations will require additional scope, schedule and cost.

This Assessment is not a review of CLHelp tickets. The Assessment may generally touch on CLHelp tickets, particularly any identified hot spot issue.

Assumptions

- Leepfrog will rely on the content, data, and representations as shared with Leepfrog and disclaims any responsibility or liability for information provided by Client.
- All relevant stakeholders agree to be prepared and actively participate.
- Client agrees to provide complete and timely information, content, and data as necessary for the Assessment.
- The Consultative Assessment sessions are held live and there will be no recording made or available.

Project Cost

The Fee for the CAT Consultative Assessment is \$5,000.00 which will be CREDITED to the next steps taken in the CourseLeaf CAT Recommendations Action Plan (SOW), provided such next steps are agreed and mutually executed between Leepfrog and Client within six (6) months of the date Leepfrog delivers the CourseLeaf CAT Recommendations Action Plan. Leepfrog acknowledges Licensee/Subscriber will, in their discretion, consider recommendations made in the resulting CAT Action Plan SOW in an amount not to exceed \$50,000 for a functioning instance of CourseLeaf CAT Module.

Leepfrog will Invoice this Fee upon execution of this SOW and all Fees are due thirty (30) days unless your existing SSA expressly provides otherwise.

Project Timeline

This consultation will be conducted at mutually agreed upon time, with findings and recommendations submitted no later than three weeks after the event. This Offer is valid for thirty (30) days from date of Offer above.

This document, including its Exhibits, is considered a Statement of Work, governed by the terms in the existing CourseLeaf SSA contract between the parties and any request to change terms may require adjustments in pricing.

If you are a Client who has agreed to be part of Leepfrog's Developer Partner Program, or you have been advised this work is being performed under the Developer Partner Program to build new and additional functionalities to the CourseLeaf Products, you agree to actively participate as requested including but not limited to testing and feedback and understand there is no firm delivery date or timeline for the new deliverable.

The information in this letter is considered confidential and proprietary and we ask that you do not share it outside of your institution.

Upon return receipt of the signed SOW, Leepfrog will schedule a start time for this work based on resources and availability.

