



EMERGENCY FUNDING REQUEST

Requested by <i>(Name of Unit, Department, Division, or Vice President)</i>		Information Technology	Fiscal Year	2024-25
Reviewed by		Signature		
Department or Unit	Information Technology	-	Date to Cabinet	
Division	Anthony Moore	<i>Anthony Moore</i>		
Vice President	Shannon Carter	<i>Shannon Carter</i> <small>Shannon Carter (Mar 6, 2025 17:15 PST)</small>	Outcome	

Budget Request(s)		Justification for Request(s)	Funding	
(List in Priority Order)		An "Emergency Funding Request" is a shortfall in funding that, unless funded immediately, could cause a program or activity to cease to function.	Amount Requested**	Amount Approved
1.	N2N LightLeapAI Wave Subscription	The College is experiencing a significant increase in fraudulent applications, which compromise the integrity of our enrollment processes and divert valuable resources from serving legitimate students. To combat this growing issue, the N2N LightLeapAI Wave subscription for the Admissions, Registration, and Financial Aid modules will identify and mitigate fraudulent activities across the spectrum of entry points. The current manual detection and mitigation efforts are extremely time-consuming and strain staff resources as they constantly try to stay one step ahead of the evolving fraudulent activity. Foothill-De Anza CCD and Rancho Santiago CCD are also successfully using the N2N solution to combat enrollment fraud.	\$54,000	
	Account Number(s):	11000.664000.584000.678000		
2.				
	Account Number(s):			
3.				
	Account Number(s):			

**** Please provide documentation to support the amount requested, such as price quotes from vendor, copy of catalog, etc. Also, include any ancillary costs, such as maintenance, annual software upgrades, etc.**



Free-Trial Agreement for Try LightleapAI™ Before You Buy Program

This Free-Trial Agreement (“Agreement”) is entered into by and between **N2N Services Inc.**, a Georgia corporation (“Provider”), and **Mt. San Antonio College**, a Higher Education Institution (“Customer”), effective as of the trial start date defined below.

1. Purpose

This Agreement governs Customer's participation in the **Try LightleapAI™ Before You Buy Program**, granting Customer access to the LightleapAI™ Fraud Detection Module on a free-trial basis for four (4) weeks.

2. Terms of the Free-Trial Program

2.1 Data Sharing Agreement:

Prior to the start of the trial, the Customer agrees to sign and comply with N2N's Data Sharing Agreement, ensuring secure and ethical use of data during the trial period.

2.2 Free-Trial Agreement:

Customer agrees to the terms outlined in this document to activate the trial and understand its obligations during and after the trial period.

2.3 Trial Start Date and End Date:

- **Start Date:** 03.01.2025
- **End Date:** 04.01.2025

During this period, the LightleapAI™ Fraud Detection Module will be made available to Customer free of charge for evaluation purposes.



3. Purchasing Process

3.1 Post-Trial Transition:

At the end of the trial period, this Agreement terminates automatically unless the Customer elects to proceed with an annual subscription using the CollegeBuys Contract (<https://purchasing.collegebuys.org/?s=n2n>).

3.2 Subscription Purchase:

If the Customer decides to purchase LightleapAI™, the parties agree to transition seamlessly into the subscription process by utilizing the existing [CollegeBuys Master Services Agreement \(MSA\)](#) for California Community Colleges.

3.3 Rate Quote and Obligations:

Customer obligations, including pricing details and subscription terms, will be based on the rate quote submitted prior to the trial. These details will be attached to this Agreement as **Exhibit A**.

4. Customer Obligations

4.1 During the trial, the Customer agrees to:

- Provide necessary access to data and systems required for proper implementation of the LightleapAI™ Fraud Detection Module.
- Assign staff to evaluate the Fraud Detection Module and provide feedback on performance.
- Ensure compliance with all applicable laws and institutional policies related to data sharing and usage.

4.2 Following the trial:

- If the Customer decides to purchase LightleapAI™, the terms outlined in the **CollegeBuys MSA** will govern the subscription process and ongoing use.
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5. Termination

This Agreement terminates automatically at the end of the free-trial period unless the Customer elects to purchase the subscription, at which point the CollegeBuys MSA terms will take effect.



6. Exhibit A

Rate Quote and Subscription Details:

RATE QUOTE										
Project	<i>LightLeapAI Fraud Detection</i> <i>Illuminate Wave License</i> <i>Strategic Discount for Digital Center Founding Members</i> <i>Subscription Start Date: 03.01.2025</i> <i>Subscription End Date: 03.01.2026</i>									
Customer							Information			
Name	Mt. San Antonio College						Quote Date	02/24/25		
Address	1100 N Grand Ave						CollegeBuys Contract	00006415		
City	Walnut			State	CA	ZIP				
Contract URL	https://purchasing.collegebuys.org/vendor/n2n-services/									
# Unit	Description						Rate per Unit	TOTAL		
1	LightLeapAI Wave Subscription – Platform Subscription – M1 Model (Admissions Fraud Detection) APIs <i>*included*</i> – M2 Model (Registration Fraud Detection) APIs <i>*included*</i> – M3 Model (FAFSA Fraud Detection) APIs <i>*included*</i> – SIS Integration (Banner, Peoplesoft or Colleague)						\$96,000.00	\$96,000.00		
1	Illuminate Integration Platform As A Service (Upgrade from CVC Edition to Wave Edition)						\$12,000.00	\$12,000.00		
-1	N2N Strategic Partner Discount for Digital Center for Innovation Members (or Prospective Members)						\$54,000.00	(\$54,000.00)		
							TOTAL	\$54,000.00		



7. General Provisions

This Agreement, along with the Data Sharing Agreement, constitutes the entire understanding between the parties with respect to the trial program and supersedes all prior agreements. Any changes to this Agreement must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the trial start date.

N2N Services, Inc.


Signature: 

Name: KIRAN KODITHALA

Title: CEO

Date: 02/28/2025


Mt. San Antonio College

Signature: 
Shannon Carter (Mar 3, 2025 09:09 PST)

Name: Shannon Carter

Title: Acting Vice President,
Administrative Services

Date: 03/03/2025

 Anthony Moore
03/03/2025



N2N SERVICES INC. DATA SHARING AGREEMENT

This Data Sharing Agreement (“Agreement”) is entered into by and between “Mt. San Antonio College” (“College”), a California Community College and political subdivision of the State of California, with its principal place of business located at 1100 N Grand Ave, Walnut, CA 91789, and N2N Services Inc. (“Data Recipient”) (each a “Party” and collectively the “Parties”), with its principal place of business located at 3063 Peachtree Ind. Blvd, Duluth, GA 30097.

RECITALS

WHEREAS, the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. Part 99) establish a right of privacy for student data based on a rule of non-disclosure of individually-identifiable data to anyone outside the student’s institution or to persons inside the institution who have no legitimate need for the information without the express written permission of the student or, in the case of minors, the student’s legal guardian; and

WHEREAS, the FERPA contains certain exceptions to the general rule against disclosure of individually-identifiable data, including an exception when the information is to be used by organizations conducting studies for, or on behalf of, educational agencies or institutions to develop, validate, or administer predictive tests, administer student aid programs, or improve instruction (20 U.S.C. § 1232g(b)(1)(A)-(L));

WHEREAS, the College wishes to disclose a Limited Data Set, as described in **Exhibit A**, which is attached hereto and incorporated herein by this reference, to Data Recipient for use by Data Recipient for the purpose(s) specified in **Exhibit B**, which is attached hereto and incorporated herein by this reference;

WHEREAS, Data Recipient’s use of the Limited Data Set falls within an exception to the FERPA;

WHEREAS, the College wishes to ensure that Data Recipient will appropriately safeguard the Limited Data Set in accordance with the FERPA and all applicable data privacy laws and regulations;

WHEREAS, Data Recipient agrees to use the Limited Data Set solely for the purpose of specified above and to protect the privacy of the Limited Data Set in accordance with the terms and conditions of this Agreement, the FERPA, and all applicable data privacy laws and regulations.

NOW, THEREFORE, in consideration of the Recitals and mutual covenants provided in this Agreement, the College and Data Recipient agree as follows:



TERMS AND CONDITIONS

1. **Term:** The term of this Agreement shall commence upon the execution of this Agreement by both Parties or 03/01/2025, whichever is later (“Effective Date”), and shall continue in full force and effect thereafter until 03/01/2026, unless this Agreement is terminated pursuant to the termination provisions set forth in this Agreement. This Agreement shall not be automatically renewed or extended.
2. **Compliance.** The Parties acknowledge and agree to comply with the FERPA, the data privacy and security provisions of the Health Information Portability and Accountability Act (“HIPAA”), and all other federal, state, and local laws and regulations pertaining to the confidentiality of student data and information, including, but not limited to, Education Code section 76200 *et seq.*
3. **Confidentiality.** Under the terms of this Agreement, Data Recipient may receive or obtain access to student data, student education records, or other information that is privileged, confidential, and not publicly available, including the Limited Data Set, which is protected by federal or state privacy laws, rules, and regulations, including the FERPA, or which is otherwise considered confidential and protected from disclosure by the policies and regulations of the College (“Confidential Information”). Data Recipient understands and agrees that all Confidential Information shall be preserved, protected, and regarded as privileged and confidential; that Confidential Information shall be held in strict accordance with the terms of this Agreement, all applicable laws, and the College’s policies and procedures; and that Confidential Information shall not be shared with any third party without the express written authorization of the College. Data Recipient shall use reasonable means to ensure the confidentiality of the Confidential Information that are no less protective than the means Data Recipient uses to protect its own confidential, privileged, and proprietary information, including, but not limited to, trade secrets. Data Recipient understands and agrees that it is only permitted to use the College’s Confidential Information for the purpose(s) specified in this Agreement and understands and agrees that non-essential personnel shall not have access to the Confidential Information. IF DATA RECIPIENT BECOMES AWARE OF AN ACTUAL OR SUSPECTED UNAUTHORIZED ACQUISITION, RELEASE, OR MISUSE OF THE CONFIDENTIAL INFORMATION, DATA RECIPIENT SHALL IMMEDIATELY NOTIFY THE COLLEGE’S VICE CHANCELLOR OF BUSINESS SERVICES AND THE ASSISTANT VICE CHANCELLOR OF INFORMATION TECHNOLOGY SERVICES; COMPLY WITH ALL APPLICABLE BREACH NOTIFICATION LAWS; COOPERATE WITH THE COLLEGE IN ANY BREACH INVESTIGATION; AND REMEDY ANY SUCH BREACH. THIS INCLUDES, WITHOUT LIMITATION, COMPLYING WITH ANY LAW CONCERNING UNAUTHORIZED ACCESS OR DISCLOSURE.



4. **Responsibilities.**

Data Recipient agrees to:

- Access, hold, and use the Limited Data Set and all other Confidential Information only for the authorized purpose of Collecting data that can be used for Admissions and Financial Aid Fraud Detection using Data Recipient's LightLeapAI solution (a product of N2N Services Inc.) once a contractual agreement for that solution is executed.
- Limit the use or receipt of the Limited Data Set and all other Confidential Information to the individuals or classes of individuals who need the Limited Data Set/Confidential Information for the performance of the Collection and analysis of College's CCCApply, FAFSA, and Registration data.
- Ensure that all individuals who receive or obtain access to the Limited Data Set and other Confidential Information comply with the requirements of this Agreement.
- Implement reasonable and appropriate administrative, physical, and technical controls to ensure the privacy and security of the Limited Data Set and other Confidential Information.
- Ensure that the College's Confidential Information is encrypted when stored by, or in transport by, Data Recipient.
- Ensure that the College's Confidential Information is not transferred to any third party without the express written authorization of the College.

5. **Early Termination.** This Agreement may be terminated as follows:

- A. The College may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days' written notice to Data Recipient prior to the requested termination date.
- B. The College and Data Recipient may terminate this Agreement at any time by their mutual written agreement.
- C. Either Party may terminate this Agreement in the event of a material breach by the other party. To be effective, the Terminating Party must provide written notice of the breach and intent to terminate this Agreement to the Breaching Party. If the Breaching Party does not entirely cure the breach within 15 calendar days of the date of the written notice provided by the Terminating Party, then this Agreement shall be deemed terminated.
- D. For the notice contemplated under subsections (A) and (C) above, the notice shall be provided as outlined in Section 19 of this Agreement.



6. **FERPA School Official. If the Limited Data Set includes any College student** information not defined as “Directory Information” by Board Policy 5040 (located on the College’s website), Data Recipient acknowledges that for the purposes of this Agreement, it is designated as a “school official” with a “legitimate educational interest” in the education records of College students, as those terms have been defined under FERPA and its implementing regulations at 34 CFR 99. Data Recipient agrees to abide by the limitations and requirements imposed by FERPA (including 34 CFR 99.33(a)) on school officials. Data Recipient will not share the data with any third party, except as provided for in this Agreement, as authorized by the College in writing, or as required by law.
7. **Data Ownership.** The Parties understand and agree that the College shall retain all of its rights, title, ownership, and interest with respect to the Limited Data Set and other Confidential Information provided under this Agreement. Data Recipient is authorized to use the Limited Data Set and other Confidential Information solely for the purpose(s) defined in **Exhibit B** in accordance with the terms of this Agreement.
8. **College’s Rights of Access and Inspection.** From time to time upon reasonable notice, or upon a reasonable determination by the College that Data Recipient has breached this Agreement, the College may inspect the facilities, systems, books and records of Data Recipient to monitor compliance with this Agreement. The fact that the College inspects, or fails to inspect, or has the right to inspect, Data Recipient’s facilities, systems and procedures does not relieve Data Recipient of its responsibility to comply with this Agreement, nor does the College’s failure to detect or detection of, but failure to notify Data Recipient or require Data Recipient’s remediation of, any unsatisfactory practices constitute acceptance of such practice or a waiver of the College’s enforcement or termination rights under this Agreement.
9. **Remedies.** If the College determines that Data Recipient has violated a material term of this Agreement, the College may, at its option, pursue any and all of the following remedies:
 - Exercise any of its rights of access and inspection under Section 8 of this Agreement;
 - Take any other reasonable steps that College, in its sole discretion, deems necessary to cure such breach or end such violation; and/or terminate this Agreement immediately.



10. **Injunctions.** The College and Data Recipient agree that any violation of the provisions of this Agreement may cause irreparable harm to the College. Accordingly, in addition to any other remedies available to the College at law, in equity, or under this Agreement, in the event of any violation by Data Recipient of any of the provisions of this Agreement, or any explicit threat thereof, the College shall be entitled to an injunction or other decree of specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages.
11. **Knowledge of Non-Compliance.** Any non-compliance by Data Recipient with this Agreement or with FERPA or the FERPA Regulations automatically shall be considered a breach or violation of a material term of this Agreement if Data Recipient knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance. If reasonable steps are not taken within three (3) calendar days of discovery, it shall be deemed a material breach.
12. **Return or Destruction of Records.** Upon expiration or termination of this Agreement for any reason, Data Recipient shall return or destroy, as specified by the College, the Limited Data Set and other Confidential Information that Data Recipient received from the College and maintains in any form, and shall retain no copies of the Limited Data Set and other Confidential Information. If the College, in its sole discretion, requires that Data Recipient destroy the Limited Data Set and other Confidential Information, Data Recipient shall certify to the College that the Limited Data Set and other Confidential Information have been destroyed. If return or destruction is not feasible, Data Recipient shall inform the College of the reason it is not feasible and shall continue to extend the protections of this Agreement to such Limited Data Set and other Confidential Information, and limit further use and disclosure of such Limited Data Set and other Confidential Information to those purposes that make the return or destruction of such Limited Data Set and other Confidential Information infeasible. Each Party's obligations to comply with the FERPA, as it pertains to the student data disclosed hereunder, will survive the termination of this Agreement.
13. **Waiver of Warranty.** WITH RESPECT TO THE LIMITED DATA SET, THE COLLEGE DISCLAIMS ALL WARRANTIES OF ANY KIND. DATA IS PROVIDED ON AN "AS-IS" BASIS. THE COLLEGE SHALL NOT BE LIABLE FOR ANY INACCURACY OR LACK OF COMPLETENESS OF THE LIMITED DATA SET UNDER ANY CIRCUMSTANCES WHATSOEVER.



14. **Independent Contractors.** Nothing in this Agreement shall be deemed to create a partnership or agency or any formal business organization or legal entity among the Parties.
15. **Trademark/Logo Use.** Data Recipient must obtain written approval from the College to use the College's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, the College will furnish Data Recipient with camera-ready artwork for such use. The College, at its sole discretion, may limit or otherwise place conditions on Data Recipient's use of the College's name and/or logos in which case such limitations shall be incorporated into this Agreement. Data Recipient shall not revise, change, or otherwise alter any material related to the College's name and/or logo without written consent from the College.
16. **Indemnification/Hold Harmless.** To the fullest extent allowed by law, Data Recipient shall defend, indemnify and hold the College, its officials, trustees, officers, agents, employees, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, losses, expenses, and damages, including reasonable attorneys' fees and legal fees (collectively, "Claims") resulting from, or relating to, the acts or omissions of Data Recipient in connection with this Agreement, Data Recipient's representations, duties, and obligations hereunder, and with its use, receipt, handling, storage, transfer, disposal, and other activities relating to the Limited Data Set and other Confidential Information. This indemnification shall apply during the term of this Agreement and shall survive the termination of this Agreement. All non-monetary settlements of Claims that require an admission of fault by or impose obligations upon the College or any of its personnel are subject to College's prior written consent.
17. **Assignment.** The obligations of Data Recipient pursuant to this Agreement shall not be assigned by Data Recipient without the express, written approval of the College. Any attempted transfer or assignment of obligations of this Agreement shall be void ab initio.
18. **Entire Agreement/Amendment.** When signed by both Parties, this Agreement (and any attached exhibits) constitutes the final and entire Agreement. This Agreement supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
19. **Notices.** All notices or demands to be given under this Agreement by either Party to the other



Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

College:

Mt. San Antonio Community College District
Attn: Purchasing Director
1100 N. Grand Avenue
Walnut, CA 91789

Data Recipient:

N2N Services Inc.
3063 Peachtree Ind. Blvd.
Duluth, GA 30097

20. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
21. **Exhibits.** All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.
22. **Interpretation.** In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against the College on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or headings set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.
23. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California, without regard to its principles of conflicts of laws, with venue in Los Angeles County, California. The parties expressly consent to personal jurisdiction in Los Angeles County, California.



24. **Amendments.** This Agreement may be amended only by written instrument signed by both the College and Data Recipient which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.
25. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this Agreement signifies the Parties' mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1 *et seq.*) and California Government Code 16.5, the College reserves the right to conduct business electronically, unless otherwise communicated by the College to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.
26. **Authority to Execute.** The individuals executing this Agreement on behalf of the College and Data Recipient are duly and fully authorized to execute this Agreement on behalf of the College and Data Recipient, and to bind the College and Data Recipient to each and every term, condition, and covenant of this Agreement.

IN WITNESS WHEREOF, the Parties hereby agree.

N2N Services, Inc.

Mt. San Antonio College

Signature: 

Signature: 
Shannon Carter (Mar 3, 2025 09:09 PST)

Name: KIRAN KODITHALA

Name: Shannon Carter

Title: CEO

Title: Acting Vice President,
Administrative Services

Date: 02/28/2025

Date: 03/03/2025



Exhibit A

Description of data that constitutes the Limited Data Set

Category of Data	Types of College Restricted Data	Elements	Source
Personal information	College Restricted Data	<input checked="" type="checkbox"/> Full Names <input checked="" type="checkbox"/> Full Address <input checked="" type="checkbox"/> Telephone Number <input checked="" type="checkbox"/> Email Address <ul style="list-style-type: none">• Signature• Religious or Philosophic beliefs	<input checked="" type="checkbox"/> Students
Demographics	College Restricted Data	<input checked="" type="checkbox"/> Race <input checked="" type="checkbox"/> Ethnicity <input checked="" type="checkbox"/> Date of Birth (excluding students who are a member of an athletic team) <ul style="list-style-type: none">• Place of Birth <input checked="" type="checkbox"/> Gender <input checked="" type="checkbox"/> Sexual Orientation	<input checked="" type="checkbox"/> Students
Government-issued Identification Number	Highly-Sensitive Personal Information	<input checked="" type="checkbox"/> Social Security Number <input checked="" type="checkbox"/> Taxpayer Identification Number <ul style="list-style-type: none">• Passport Number• Driver's License or other federal/state issued identification number	<input checked="" type="checkbox"/> Students



Exhibit B

Activities for which the Limited Data Set may be used

Collection and analysis of the following data sets to help identify and detect fraudulent applications.

CCC Apply Data

Registration Data

Hold Data

Payment Data

Grade Data

N2N Services Inc.

3063 Peachtree Ind. Blvd, Duluth, GA 30097

<https://n2nservices.com> ||

<https://illuminateapp.com> ||

<https://www.lightleap.ai>