

COURSELEAF SERVICE AND SOFTWARE AGREEMENT

This Service and Software Agreement (the “Agreement” or “SSA”) is effective as of the date of last signature (“Effective Date”), by and between Leepfrog Technologies, Inc., an Iowa corporation (“Leepfrog”), with its principal place of business at 2105 ACT Circle, Iowa City, Iowa 52245, and Mt. San Antonio College (“Licensee”), located at 1100 North Grand Avenue, Walnut, CA 91789.

RECITALS

A. Leepfrog utilizes its technology to provide a variety of products and services including, without limitation, those described in this SSA and its Exhibits.

B. Licensee wishes to retain Leepfrog to provide certain of Leepfrog's products and services to Licensee in accordance with the terms and conditions of this SSA.

C. Licensee and Leepfrog wish to enter into a cooperative agreement to enable Licensee to acquire and implement an academic catalog management system (the “Applications”) to generate, manage, and deliver information products to internal and external consumers.

D. Leepfrog will deliver to Licensee certain Applications designed to achieve its information management and distribution objectives.

NOW THEREFORE, Leepfrog and Licensee agree as described below.

AGREEMENT

In consideration of the mutual promises contained herein, the parties agree as follows, below.

1. Definitions.

- 1.1. **“Client Content”** means any words, images, and other content to be displayed, distributed, managed or contained in Licensee’s academic catalog management system by Licensee.
- 1.2. **“CourseLeaf®”** means the branded, academic catalog management system interface and information administration product developed by Leepfrog for the creation, distribution and control of academic catalog information which Licensee desires to implement within its network.
- 1.3. **“Derivative Products”** means computer programs developed by Licensee which are a modification of, enhancement to, derived from or based upon the Software.
- 1.4. **“Designated Systems”** means the hardware, software platforms, networks, systems, and protocols owned or operated by the Licensee which satisfy the Technical Requirements as identified or referred to in the most current Service and Software Agreement, and exhibits thereto, between Leepfrog and Licensee, and upon or within which the Software is intended for use.
- 1.5. **“Documentation”** means all manuals, user documentation, and other related materials pertaining to the Software which are furnished to Licensee by Leepfrog in connection with the Software.
- 1.6. **“Emergency Support”** means Leepfrog technical support services available after Hours of Operation.
- 1.7. **“End Users”** means those persons who are faculty and/or staff of the Licensee who

participate in the process of adding, deleting, or modifying the content delivered by the Software, or who are employees or independent contractors of Licensee who design or modify the appearance of the user interface of the Software, or who are employees of the Licensee's information systems department or independent contractors engaged by the Licensee who are tasked with support and maintenance of the Licensee's information technology systems.

- 1.8. **“Enhancement Request”** means a request by Licensee to incorporate a new feature or enhance an existing feature of the Leepfrog Technology.
- 1.9. **“Fix”** means a correction, alteration or workaround that solves a Problem or a Severe Problem.
- 1.10. **“Test Environment”** means the definition shown in Section 17 of the Agreement.
- 1.11. **“Leepfrog Branding”** means an icon, logo, or other mark or device(s) provided by Leepfrog from time-to-time indicating Leepfrog Technology is being used.
- 1.12. **“Leepfrog Technology”** means the computer software and supporting documentation supplied by Leepfrog to Licensee under this Agreement, including but not limited to, CourseLeaf, software, programs, modules, components, templates, Updates, Upgrades, and the Test Environment Product, and the intellectual property rights contained therein.
- 1.13. **“Hours of Operation”** means Leepfrog's standard business hours, not including holidays, as currently defined by Leepfrog.
- 1.14. **“License Fees”** shall have the meaning indicated in **Exhibit A**.
- 1.15. **“Problem”** means any error, bug, or malfunction, arising from a defect in the design or source code developed by Leepfrog, that makes a networked site of Licensee providing an interface with the Leepfrog Technology perform unpredictably or to otherwise become intermittently unavailable, or that causes such networked site to have a material degradation in response time or other performance.
- 1.16. **“Services”** means the installation, implementation, configuration, migration, training, support, maintenance, and the hosting or deployment services provided by Leepfrog for Licensee pursuant to this SSA, as expressly set forth, described, and limited in Section 4, below, and the Exhibits.
- 1.17. **“Software”** shall mean the CourseLeaf® content management system computer program(s) in code form, any subsequent error corrections or updates supplied to Licensee by Leepfrog pursuant to this Agreement, modifications by Leepfrog, and Derivative Products to the extent title thereto remains with Leepfrog.
- 1.18. **“Technical Requirements”** means the hardware, software, and operational capabilities specified by Leepfrog for the proper operation of the Leepfrog Technology and any vendor hosting services provided pursuant to this SSA and its Exhibits.
- 1.19. **“Term”** shall have the meaning indicated in Section 12.1 in this Agreement.
- 1.20. **“Updates”** means any improvement in the Leepfrog Technology that relates to operating performance but does not alter the basic function of the Leepfrog Technology.
- 1.21. **“Upgrades”** means any improvement to the Leepfrog Technology that enhances or

modifies the basic function of the Leepfrog Technology or any new software that Leepfrog markets as a replacement of or upgrade to the Leepfrog Technology.

- 1.22. **“Virus”** means program code or programming instruction(s) developed by Leepfrog solely for the purpose to disrupt, disable, or harm the operation of Licensee’s software, firmware, hardware, wireless communications device, computer system or network.
- 1.23. **“Work Order”** means a document for the purpose of initiating an Enhancement Request or other service that is outside the scope of this SSA and its Exhibits.

2. License.

- 2.1. Subject to payment of the License Fees described in **Exhibit A**, Leepfrog hereby grants, and Licensee hereby accepts, subject to the terms and conditions of this Agreement, a worldwide, non-exclusive, nontransferable and nonassignable license to deploy the Software, to modify the Software to create Derivative Products, and to use the Documentation and the Software and any Derivative Products, all solely for Licensee’s internal business purposes by the End Users, from the Effective Date hereof until terminated in accordance herewith. Subject to the assignment rights expressed in Section 16.3, below, Licensee cannot resell, assign, or otherwise transfer said license, or employ the Leepfrog Technology for commercial purposes as a provider of products or services for other entities, without advance written notice to, and advance written consent of, Leepfrog. Licensee hereby covenants that it will not modify the source code of the Leepfrog Technology in any way not expressly authorized herein. Leepfrog shall not be obligated to provide support, Upgrades, and/or Updates of the Software and/or Leepfrog Technology to Licensee after expiration or termination of this Agreement, unless otherwise expressly stated herein.
- 2.2. No license to sublicense the source code of the Software or any portion thereof included in any Derivative Products is granted hereunder. In addition, Licensee will not sublicense the object code of the Software or any portion thereof included in any Derivative Product to third parties without a written sublicense agreement consented to by Leepfrog.
- 2.3. Licensee shall have the right to copy or reproduce the Software and Documentation, in whole or in part, as necessary so that End Users can access and otherwise use the Software as designed on designated systems, including such duplication as described in Section 3.2, below, but in no event shall the Software be used for more than one (1) top level domain name or server name. There is no limitation to the number of subdomains or End Users. Further, Licensee may make one or more copies of the Software solely for archival or disaster recovery purposes, and may make such copies as are necessary for the creation of Derivative Products. Except for the foregoing, Licensee shall not copy the delivered code of the Software.
- 2.4. Leepfrog hereby grants Licensee a nonexclusive, royalty-free, worldwide, perpetual, license to display the Leepfrog Branding solely as required in order to comply with any attribution obligations under this Agreement.
- 2.5. Licensee hereby grants to Leepfrog, a non-exclusive, worldwide, royalty-free license during the Term to work with and reproduce Client Content and other related catalog or college information as necessary to provide the products and services under this Agreement and in accordance with the confidentiality obligations in Section 10 as applicable.

3. Ownership.

- 3.1. Between Licensee and Leepfrog, Licensee acknowledges that Leepfrog owns all right, title, and interest in and to the Leepfrog Technology (except for any software licensed by third parties to Leepfrog), and that Licensee shall not acquire any right, title, or interest in or to the Leepfrog Technology, except as expressly set forth in this SSA. Licensee further acknowledges and agrees that the Software and Documentation, including the structure, sequence and organization of the Software, and all copies of the Software in any form provided by Leepfrog or made by Licensee are the sole property of Leepfrog and/or its suppliers. Licensee shall not have any right, title, or interest in or to any such Software or Documentation, or copies thereof, except as provided in this Agreement, and further shall secure and protect all Software, Derivative Products and Documentation consistent with maintenance of Leepfrog's proprietary rights therein. No remarketing, redistribution, or other commercialization of the Software and/or Documentation is authorized hereunder. The Software may not be sold, leased, assigned, loaned or otherwise transferred or provided to a third party. Licensee will not remove, obscure, or alter Leepfrog's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within any Leepfrog software, documentation, or output.
- 3.2. Licensee agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or output generated by the Software. Licensee shall maintain and place on any copy of the Software and/or Documentation which it reproduces, whether for internal use or for distribution to End Users, and in whatever form, all such notices as are authorized and/or required hereunder. Licensee shall use the following notice, or such other reasonable notice as Leepfrog shall from time to time require, on each copy of the Software. Such notice shall be loaded in the computer memory for use, display, or reproduction and shall be embedded in program script, source code and object code, in the video screen display, on the physical medium embodying the Software copy, and on any Documentation reference manuals:

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documentation, including but not limited to those resulting from defects in software and/or documentation, or loss or inaccuracy of data of any kind.

This disclaimer of warranties and limitation of liability set forth immediately above apply to this agreement but do not apply to or otherwise limit the effect of Sections 11 and 15 of this Agreement as between the parties hereto. End Users using the Software and Documentation for content authoring and output generation as contemplated by the functional descriptions of the Software are hereby authorized to copy, duplicate, or disclose this information so long as such copying, duplication, or disclosure are consistent with such uses.

- 3.3. Nothing in this SSA shall grant or shall be deemed to grant to one party any right, title, or interest in or to the other party's marks. All use of the Licensee's mark by Leepfrog shall inure to the benefit of Licensee, and all use of Leepfrog marks by Licensee shall inure to the benefit of Leepfrog. Neither party shall challenge or assist others in challenging the marks of the other party (except to the extent such restriction is prohibited by applicable law) or the registration thereof or attempt to register any trademarks, service marks, or trade names confusingly similar to those of the other party.
- 3.4. Licensee and Leepfrog hereby acknowledge that the Client Content and catalog information shall remain the property of Licensee. If Licensee has selected a Leepfrog-hosted solution, Licensee may request retrieval or delivery of the Client Content and catalog information residing on Leepfrog's servers at any time. Licensee shall be obligated for actual costs at the then-prevailing rates by Leepfrog to retrieve, extract, and/or deliver the requested Client Content and catalog information to Licensee, and agrees to allow a reasonable timeframe for Leepfrog to provide the data.
- 3.5. Licensee agrees to inform Leepfrog of all problems and ideas for enhancements which come to Licensee's attention during the Test Environment Period, and hereby assigns to Leepfrog all right, title and interest to such feedback, analysis, reports, ideas and enhancements and all property rights therein including without limitation all patent, copyright, trade secret, mask work, trademark, moral right or other intellectual property rights.
- 3.6. Any images, graphics, fonts or other property that requires a license for use that is to be placed either on the web site and/or in the print catalog will be provided by the Licensee.

4. Delivery.

- 4.1. Leepfrog shall deliver to Licensee a master copy of the Software licensed hereunder in electronic form suitable for reproduction, together with a copy of the Documentation. Delivery shall be in the form of electronic files, and, in the case of the Software, may be by installation on a Leepfrog-hosted environment pursuant to agreement between the parties.
- 4.2. Subject to the payment of the Delivery Service Fees described in **Exhibit A**, Leepfrog will provide certain installation, implementation, and training Services to Licensee as follows (the "Delivery Services"). Leepfrog will install the Software on standard specified systems, such installation to include the following types of tasks:
 - integration with the campus single sign-on (SSO) techniques and databases,
 - set up and deployment consultations, creation of workflows to match campus processes, and

- modifying sample output files into output templates.

Leepfrog will implement the solution, which includes the following types of tasks:

- adjusting the Software to the College's formatting,
- providing output formats and rules,
- providing data entry forms,
- supporting on-screen presentation of structured information, and
- hosted support of the solution, for the initial delivery period not to exceed 12 months.
- while Leepfrog typically performs a wide range of customization, the scope and depth of customization is at Leepfrog's sole discretion.

Training is provided on-site over a two day period and encompasses a 4-hour session for administrators, a 2-hour session for technical staff, and 4 90-minute workshops authors and editors of the system, as well as providing training materials and documentation. Sessions may be scheduled separately to meet the needs of the project timeline.

- 4.3. All hosting, installation, maintenance and support, training, software development, customization, and/or other services which may be provided to Licensee by Leepfrog, shall be pursuant to separate agreement between the parties as further described in Section 7.2, below, and **Exhibit B** attached hereto, unless expressly provided for herein.

5. Modifications.

- 5.1. **Error Corrections and Patches.** So long as Licensee is current with payment of all fees and charges to Leepfrog, Leepfrog will provide Licensee with error corrections, bug fixes, and security patches or other Updates to the Software licensed hereunder in electronic form, to the extent available, in accordance with Leepfrog's release schedule during the Term.

This section may be modified by separate agreement between the parties hereto for support and maintenance of the Software, or development services provided to Licensee by Leepfrog, in which case such separate agreement shall control.

- 5.2. **Other Modifications.** Licensee acknowledges that Upgrades and Updates are developed by Leepfrog from time to time based upon Leepfrog's initiative and intended for general release in support of the Software as may be deployed by Licensee, as well as other parties. To the extent Licensee requests, from time to time, that Leepfrog incorporate certain features, enhancements or modifications into the Software, such requests shall be treated as Enhancement Requests and Leepfrog may, in its sole discretion, undertake to incorporate such changes and distribute the Software so modified to all or any of Leepfrog's licensees.
- 5.3. **Title to Modifications.** All such error corrections, bug fixes, patches, Updates or other modifications shall be the sole property of Leepfrog.

6. Derivative Products.

- 6.1. **Title to Incorporated Software.** Title to and ownership of any portion of the Software or Documentation incorporated into a Derivative Product shall at all times remain with Leepfrog and/or any applicable third-party supplier, and Licensee shall not have any title or ownership interest therein.

- 6.2. **Title to Derivative Products.** Title to and ownership of any portion of a Derivative Product created by Licensee and not owned by Leepfrog and/or its supplier pursuant to Section 6.1 above shall be held by Licensee.
- 6.3. **Incorporation In To Other Software.** Licensee may, in its discretion, incorporate the Software, Derivative Products or parts thereof, into other of its products, provided Licensee complies with the provisions of Section 2 above and Licensee's obligations under Sections 3, 8 and 10 herein.
- 6.4. **Maintenance of Derivative Products.** Leepfrog shall not be required to support, maintain, or otherwise repair any Derivative Products. Any assistance in repairing errors or defects in the Derivative Products which may be provided by Leepfrog, in its sole discretion, shall be subject to the terms of a separate agreement.
- 6.5. **Products Developed by Leepfrog.** Nothing contained in this Agreement or under any applicable laws shall be construed to limit Leepfrog's rights to modify the Software or to develop other products which are similar to or offer the same or similar improvements as any Derivative Products developed by Licensee.

7. Services.

- 7.1. Subject to the payment of the Service Fees described in **Exhibit A**, Leepfrog will provide the Services as detailed in **Exhibit B** and any other Exhibits attached hereto.
- 7.2. Any requests for additional products or services from Leepfrog by Licensee, or needed customization or other services recommended to Licensee by Leepfrog in order for the solution to function properly with Licensee's systems, should be in the form of a Work Order. The Work Order must be executed by both parties, and Licensee is current with fees due under this SSA, prior to Leepfrog providing any products or services under such Work Order.
- 7.3. Licensee is aware that Leepfrog will provide Services on a nonexclusive basis. Licensee acknowledges that Leepfrog has customized and/or provided, and will continue to customize and/or provide, its software, technology, and services to other parties for use in connection with a variety of applications, including, without limitation, collaboration, e-commerce, and content management applications. Nothing in this SSA shall be deemed to limit or restrict Leepfrog from customizing and/or providing its software and technology to other parties for any purpose or in any way affect the rights granted to such other parties so long as providing such services would not lead to an inevitable disclosure of Licensee's Confidential Information.
- 7.4. Within thirty (30) days of the execution of this SSA, Licensee shall name a relationship manager to be the primary point of contact for coordination of the Services.
- 7.5. Licensee hereby covenants that it shall provide complete, timely information and data to meet the requirements of the engagement and furnish the required information and data for the orderly progress of the work. Leepfrog will rely on its accuracy and completeness, and also on any representations made by Licensee regarding proper authorizations, legality, and intellectual property rights held by third parties. Leepfrog hereby disclaims any responsibility or liability for information provided by Licensee.

8. Fees.

- 8.1. In consideration for the license and services offered under Sections 2 and 7, Licensee agrees to pay the associated Fees during the Term in accordance with the payment terms in **Exhibit A**.
- 8.2. All payments to Leepfrog from Licensee shall be made by check, money order or cashier's check, in U.S. currency, made payable to Leepfrog at the above address or such other location as Leepfrog designates in writing.
- 8.3. Until Licensee provides Leepfrog with a valid tax exemption certificate authorized by the appropriate taxing authority, all payments due shall be made without deduction for taxes, assessments, or other charges of any kind imposed by any government authority with respect to any amounts payable under this Agreement. Licensee shall be responsible for all sales taxes, use taxes, withholding taxes, value added taxes, and any other similar taxes imposed by any federal, state, provincial or local governmental entity on the transactions contemplated by this Agreement, excluding taxes based upon Leepfrog's net income. When Leepfrog has the legal obligation to pay or collect such taxes, the appropriate amount shall be invoiced to and paid by Licensee.
- 8.4. Leepfrog will invoice Licensee for all other charges and services not set forth on **Exhibit A**. If Licensee fails to pay Fees within thirty (30) days from the due date, late charges of the lesser of one and one-half percent (1½ %) per month or the maximum allowable under applicable law shall also become payable by Licensee to Leepfrog.
- 8.5. Leepfrog may suspend performance of Services if Licensee fails to make payments when due. Before suspending service, Leepfrog will give thirty (30) days written notice to Licensee. If there is a suspension of Services for non-payment of Fees, Leepfrog shall have no liability to Licensee for delay or damage caused because of such suspension of Services.
- 8.6. Where applicable, Licensee shall pay, or promptly reimburse, Leepfrog for any out-of-pocket expenses incurred by Leepfrog in connection with the performance of the Services that are pre-approved in writing by Licensee, in Licensee's reasonable discretion.

9. Licensee Obligations.

- 9.1. Licensee will provide timely technical assistance and provide adequate hosting, database environments, and data services. Where upgrades to existing information systems and infrastructure are needed for the proper functioning of the Leepfrog Technology, such upgrades will be made in a timely manner at Licensee's expense.
- 9.2. Licensee shall provide the necessary personnel to meet its obligations under this Section with, at a minimum, a designated site administrator with the skills and experience necessary to perform Licensee's obligations herein. Licensee will designate at least one Licensee employee qualified to address technical support issues.
- 9.3. The terms of a specific hosting agreement, or specific sections in the applicable Exhibit attached hereto pertaining to hosting by Leepfrog, shall control in the event of a conflict with this Section 9.

10. Confidentiality.

- 10.1. "Confidential Information" means all source code, inventions, algorithms, know-how, feedback, and all other business, technical and financial information disclosed by a party under this Agreement, whether or not such information is identified as "confidential."

Licensee hereby acknowledges and agrees that the Software, Derivative Products and Documentation constitute and contain valuable proprietary products and trade secrets of Leepfrog and/or its suppliers, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, Licensee agrees to treat (and take precautions to ensure that its employees treat) the Software, Derivative Products, and Documentation as confidential in accordance with the confidentiality requirements and conditions set forth below.

- 10.2. Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information). Distribution of the Software and/or Documentation to other licensees or users by Leepfrog, whether under written, oral, or no formal agreement, shall not be deemed to have diminished or obviated the confidential nature of the Software and its Documentation.
- 10.3. Leepfrog reserves the right to require Licensee to timely provide executed non-disclosure agreements signed and agreed to by those network/systems administrators, developers, and other information technology professionals employed or contracted by Licensee which shall have access to the underlying software and Leepfrog Technology that operates and/or delivers the Applications. Each party agrees that it will use the Confidential Information of the other party only for the purposes of this SSA and that it will not divulge, transfer, sell, license, lease, or otherwise disclose or release any such information or documents to third parties, with the exception of: (i) its employees or subcontractors who require access to such for purposes of carrying out such party's obligation hereunder; *and* (ii) persons who are employed as auditors by a public accounting firm or by a federal or state agency.
- 10.4. Neither party shall have any obligation under this Section 10 for information of the other party which the receiving party can substantiate with documentary evidence that has been or is: (i) developed by the receiving party independently and without the benefit of information disclosed hereunder by the disclosing party; *or*, (ii) lawfully obtained by the receiving party from a third party without restriction and without breach of this SSA; *or* (iii) publicly available without breach of this SSA; *or*, (iv) known to the receiving party prior to its receipt from the disclosing party; *or*, (v) ordered by governmental agency or court of competent jurisdiction, in which case the party receiving the order will contact the other party prior to the release of that information pursuant to the subpoena or request.
- 10.5. In the event that a receiving party is requested pursuant to, or required by, applicable law, regulation or legal process to disclose any Confidential Information of the disclosing party, the receiving party shall immediately notify the disclosing party in writing of the request or requirement.
- 10.6. Licensee acknowledges that the unauthorized use, transfer or disclosure of the Software, Derivative Products, Documentation or copies thereof will (i) substantially diminish the value to Leepfrog of the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) render Leepfrog's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If Licensee breaches any of its obligations with respect to the use or confidentiality of the Software, Derivative Products or Documentation, Leepfrog shall be entitled to equitable

relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

- 10.7. Licensee's obligations under this Section 10 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

11. Warranties and Disclaimer.

- 11.1. Leepfrog and Licensee warrant that each has full power and authority to enter into this SSA.
- 11.2. Except for the rights, if any of the Government of the United States, as set forth herein below, Leepfrog states that it has made all reasonable efforts to avoid infringing on any valid, active patents that are known to Leepfrog, but expressly disclaims any warranty of patent non-infringement. Although Leepfrog believes that it is the owner or licensee of all right, title and interest in and to all the Software provided, delivered or licensed pursuant to this Agreement, any warranties of non-infringement of third party proprietary rights are hereby expressly disclaimed. Leepfrog represents its belief that it has not knowingly granted licenses to any other entity that would restrict rights granted hereunder except as stated herein.
- 11.3. Leepfrog warrants that Services provided under this Agreement will be performed in a good and workmanlike manner.
- 11.4. Leepfrog further represents and warrants to Licensee that the Leepfrog Technology shall: (i) be free from Viruses; (ii) contain no hidden files, (iii) not contain a key, node lock, time-out or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to the Leepfrog Technology; and (iv) not damage, alter, or erase any catalog information without Licensee's consent.
- 11.5. Leepfrog warrants that the Software, when properly installed by Licensee and used with the Designated Systems, will perform substantially as described in Leepfrog's then current Documentation for such Software for a period of ninety (90) days from the date of delivery. Notwithstanding the warranty provisions set forth in this Section, all of Leepfrog's obligations with respect to such warranties shall be contingent on Licensee's use of the Software in accordance with this Agreement and in accordance with Leepfrog's instructions as provided by Leepfrog in the Documentation, as such instructions may be amended, supplemented, or modified by Leepfrog from time to time. Leepfrog shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field. THE LICENSED SOFTWARE IS NOT DESIGNED, INTENDED, OR AUTHORIZED FOR USE IN ANY TYPE OF SYSTEM OR APPLICATION IN WHICH THE FAILURE OF THE SYSTEM OR APPLICATION COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR (E.G., MEDICAL SYSTEMS, LIFE-SUSTAINING OR LIFE-SAVING SYSTEMS).
- 11.6. LEEPFROG DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS IN THE SOFTWARE AND DOCUMENTATION WILL BE CORRECTED. THE WARRANTIES STATED IN THIS SECTION ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY LEEPFROG. LEEPFROG MAKES NO OTHER WARRANTIES RESPECTING THE LEEPFROG TECHNOLOGY, SOFTWARE,

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12. Term and Termination.

- 12.1. **Term.** This Agreement shall initially be in effect for a period starting on the Effective Date and through and until three (3) years after the Effective Date. After the Initial Term, this Agreement may be renewed, for successive one (1) year periods (each a “Renewal Term”) commencing upon the expiration of the Initial Term and each Renewal Term thereafter (the Initial Term and Renewal Term shall collectively be referred to as “the Term”), unless either party gives written notice of its intention not to renew at least sixty (60) days prior to the end of the Initial Term or any Renewal Term.
- 12.2. **Events of Default.** This Agreement may be terminated by the nondefaulting party if any of the following events of default occur, after having received written notification and been provided a reasonable amount of time to cure the default: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Section 10 (Confidentiality) or makes an assignment in violation of Section 2 and 16.3; (3) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (4) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a party; or (5) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.
- 12.3. **Effective Date of Termination.** Termination due to a material breach of Sections 2 (License), 3 (Ownership), or 10 (Confidentiality) shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.
- 12.4. **Obligations/Effect of Termination.** Upon the termination of this SSA for any reason:
- all license rights granted under this SSA shall terminate; and,
 - Licensee shall immediately pay to Leepfrog all amounts due and outstanding under **Exhibit A** as of the date of such termination; and,
 - Each party shall return to the other party, or destroy and certify the destruction of, all Confidential Information of the other party; and
 - Within ten (10) days after termination of this Agreement, Licensee shall cease and desist all use of the Software, Derivative Products and Documentation and shall return to Leepfrog all full or partial copies of the Software, Derivative Products and Documentation in Licensee’s possession or under its control.

- 12.5. **Survival.** In the event of any termination or expiration of this SSA for any reason, Sections 2.1-2.2, 3.1-3.3, 5.3, 6.1, 6.5, 7.3, 8.1, 10, 11, 12.4, 15.1-15.2, and 16.3 shall survive termination or expiration of this SSA. Neither party shall be liable to the other party for damages or equitable remedies of any sort resulting solely from terminating this SSA in accordance with its terms.
- 12.6. **Remedies.** Each party acknowledges that its breach of the confidentiality restrictions contained herein may cause irreparable harm to the other party, the extent of which would be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the other party may be legally entitled, such party shall have the right to seek immediately injunctive relief in the event of a breach of Section 10 by the other party or any of its officers, employees, consultants or other agents.

13. Indemnification.

- 13.1. Leepfrog will indemnify, defend and hold Licensee, its Affiliates and their respective officers, directors, shareholders, employees and agents harmless from and against all liabilities, claims, losses, costs and expenses including reasonable attorneys' fees suffered or incurred by Licensee, as a result of claims by third parties that (a) any Leepfrog Technology infringes any third party patent, copyright, trademark or any other third party intellectual property right; (b) any claim that the Leepfrog Branding infringes any third party trademark; (c) breach of any covenant of confidentiality in this Agreement; (d) intentional misconduct; or (e) violation of any applicable law; in each case, whether arising from or in connection with a demand, action, regulatory action, lawsuit, proceeding (including proceedings under the US Bankruptcy Code), judgment, settlement, appeal or other post judgment proceeding and whether asserted in contract, tort, strict liability or otherwise, provided that the claim does not arise as a result of Licensee's breach of this Agreement. Licensee shall give Leepfrog prompt written notice of the claim, give Leepfrog control of the defense or settlement of the claim, and will cooperate, at Leepfrog's expense, in the defense or settlement of the claim. Licensee may participate in the defense of the claim, at its own expense, with counsel of its own choosing. The indemnification obligation set forth in this Section 13.1 shall terminate upon the expiration or termination of this Agreement.
- 13.2. Licensee will indemnify, defend and hold Leepfrog harmless from and against claims arising from any claim that any Client Content infringes any third party copyright, trademark or any other third party intellectual property right, or that such information is illegal or disclosed without proper authority, or any claim arising from a breach by Licensee of its obligations under Section 7.5, above; or related to the services provided by Licensee through the Applications or representations, claims or statements in the catalog; or liability arising on account of Licensee's modification or enhancement of the Software or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the license granted hereunder by Licensee, its sublicensees, if any, its subsidiaries or their officers, employees, agents or representatives; whether arising from or in connection with a demand, action, regulatory action, lawsuit, proceeding (including proceedings under the US Bankruptcy Code), judgment, settlement, appeal or other post judgment proceeding and whether asserted in contract, tort, strict liability or otherwise, and provided that the claim does not arise as a result of Leepfrog's breach of this Agreement. Leepfrog shall give Licensee prompt written notice of the claim. If Licensee's insurance carrier will cover

the claim, Leepfrog agrees to provide Licensee or its carrier control of the defense or settlement of the claim, and cooperate in the defense or settlement of the claim. Even if Licensee's insurance carrier covers the claim, Leepfrog may participate in the defense of the claim, at its own expense, with counsel of its own choosing. The indemnification obligation set forth in Section 13.2 shall terminate upon the expiration or termination of this Agreement.

14. Insurance.

- 14.1. Beginning on the Effective Date, Leepfrog shall, at its sole cost and expense, procure and maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate limit, and \$1,000,000 umbrella excess liability, and shall maintain such commercial general liability insurance during the Term of this Agreement.

15. Limitation of Liability.

- 15.1. LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH LEEPFROG IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY LEEPFROG OF THE RISK OF LICENSEE'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH LICENSEE'S USE OF THE SOFTWARE, DERIVATIVE PRODUCTS AND DOCUMENTATION. ACCORDINGLY, LICENSEE AGREES THAT IN NO EVENT WILL THE TOTAL LIABILITY OF LEEPFROG AND ITS LICENSORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT EXCEED THE NET AMOUNT LEEPFROG HAS ACTUALLY RECEIVED FROM LICENSEE UNDER THIS SSA OVER THE PREVIOUS TWELVE MONTHS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LEEPFROG AND ITS LICENSORS AND SUPPLIERS SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST DATA, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY, AND NEGLIGENCE, AND WHETHER OR NOT IT WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 15.2. LEEPFROG SHALL NOT BE LIABLE FOR ANY COSTS INCURRED OR DAMAGES SUSTAINED BY LICENSEE OR ANY OTHER PARTY IN CONNECTION WITH THE USE OF THE TEST ENVIRONMENT PRODUCT.
- 15.3. Except for the injunctive relief available in Section 10, Leepfrog's entire liability and Licensee's exclusive remedy shall be, at Leepfrog's option, either (a) return of the price paid for the Software whose license, use, or other employment gives rise to the liability or (b) repair or replacement of the Software upon return of the Software to Leepfrog; provided Leepfrog receives written notice from Licensee during the warranty period of a breach of warranty. Any replacement Software Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

16. Miscellaneous.

- 16.1. **Understanding; Applicable Law.** Each party acknowledges that it has read this SSA, understands it and agrees to be bound by it. Each party acknowledges that such party has not been induced to enter into such agreements by any representations or statements, oral or written, not expressly contained herein or expressly incorporated by reference. This SSA will be governed and construed, to the extent applicable, in accordance with United States law, and otherwise, in accordance with Iowa law, without regard to conflict of law principles.
- 16.2. **Notice.** Any notice required for or permitted by this SSA shall be in writing and shall be delivered as follows with notice deemed given: by personal delivery, when delivered personally; *or*, by overnight courier upon written verification of receipt; *or*, by telecopy or facsimile transmission when confirmed by telecopier or facsimile transmission report, *or*, by certified or registered mail, return receipt requested, upon verification of receipt. All notices must be sent to the addresses first described above or to such other address that the receiving party may have provided for the purpose of notice in accordance with this Section.
- 16.3. **Assignment.** Neither party may assign its rights or delegate its obligations under this SSA without the other party's prior written consent, except to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets, so long as such surviving entity or purchaser shall expressly assume in writing the performance of all of the terms of this SSA.
- 16.4. **Independent Contractors.** The parties are independent contractors. Neither party shall be deemed to be an employee, agent, partner, or legal representative of the other for any purpose and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other.
- 16.5. **Force Majeure.** Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, telecommunications outages, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such party.
- 16.6. **Waiver.** The failure of either party to require performance by the other party of any provision shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- 16.7. **Conflicts.** In the event of a conflict between the terms of this SSA and an Exhibit attached hereto, the specific terms of the Exhibit shall prevail.
- 16.8. **Severability.** If any provision of this SSA is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this SSA shall remain in full force and effect.
- 16.9. **Headings.** The Section headings appearing in this SSA are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such paragraph, or in any way affect such agreements.

- 16.10. **Counterparts.** This SSA may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. Facsimile copies of signatures on this Agreement shall have the same effect as original signatures.
- 16.11. **Entire Contract.** This SSA, Exhibits, and Work Orders hereto, constitute the entire agreement between the parties with respect to the subject matter hereof. This SSA supersedes, and the terms of this SSA govern, any other prior SSAs or collateral agreements with respect to the subject matter hereof. Any amendments to this SSA must be in writing and executed by a duly authorized officer of the parties.
17. **Test Environment.**
- 17.1. **Definitions.** “Test Environment Period” means the period commencing upon the date any work whatsoever is performed on Licensee’s catalog and continuing until the date that modifications recommended by the Test Environment group are incorporated. “Test Environment” means the internal testing version of CourseLeaf for a given catalog, as it applies to a limited number of Licensee’s academic departments, and the related documentation. The Test Environment is not intended for use in a general production environment, but shall be used to model aspects of the functionality of the software as noted in **Exhibit C – Statement of Work** as it applies to a particular Licensee catalog, and allow Licensee and Leepfrog to jointly assess and modify the ongoing efforts to provide a finished catalog.
- 17.2. During the Test Environment Period, Licensee provide feedback on the Test Environment; make Licensee employees and contractors available to Leepfrog for usability and functionality tests; and provide Leepfrog access to data for Leepfrog’s analysis and use in configuring the Applications, including two usernames/passwords for testing and two for ongoing support.
- 17.3. To the extent a Test Environment is set up by Leepfrog for Licensee’s use, Leepfrog provides no assurance that any specific errors or discrepancies in the Test Environment will be corrected. Leepfrog will make a reasonable effort to address Test Environment issues reported by Licensee in a timely manner. Notwithstanding any other provision of this Agreement, Licensee acknowledges that the Test Environment is provided to Licensee “as is” and Leepfrog makes no warranty as to its use, reliability or performance.

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.

MOUNT SAN ANTONIO COLLEGE

LEEFROG TECHNOLOGIES, INC.

Date: 

Date: 6-3-15

By: 

By: 

Name: Michael D. Gregoryk

Name: Lee Brintle

Title: Vice President, Administrative Services

Title: President

EXHIBITS:

Exhibit A (Fees)

Exhibit B (Service & Support)

Exhibit C (Statement of Work)

Exhibit D (Content Transition Services)

EXHIBIT A

FEES

	Year 1	Year 2 and thereafter
		Anniversary date of signed contract
CourseLeaf® Software License (Sec. 2)	\$ 26,000	---
Delivery Services (Sec. 4)	\$ 22,750	---
Content Transition Services (Exhibit D)	\$ 16,250	---
Total: Software and Services	\$ 65,000	---
Ongoing Support Services (Exhibit B)	---	\$ 12,980 (annual fee)

Payment Schedule

Year 1 fees are due within 30 days of the Effective Date of this contract.

Year 2 fees are due 365 days after the Effective Date of this contract, and each succeeding Year follows the same 365-day anniversary schedule. The Ongoing Support Fees shall increase on an annual basis by the lower of 4% or the Consumer Price Index, beginning at the start of Year 4.

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: Rich Claiborne, 2105 A.C.T. Circle, Iowa City, Iowa 52245.

All other costs or services not set forth in **Exhibits A, B, C, D**, and any additional Exhibits shall be invoiced to Licensee in accordance with the CSSA.

EXHIBIT B

ONGOING SUPPORT SERVICES

The following is provided as part of the annual service and support agreement.

Hosting Support: Leepfrog will provide hosting for the solution on our servers at our facilities. System uptime is guaranteed to 99.9%. Backups are scheduled to be performed once daily and at least two off site copies of system backups are kept. In the event of a disaster, Leepfrog has a Recovery Time Objective (RTO) of 10 calendar days, and a Recovery Point Objective (RPO) of 17 calendar days.

For urgent issues that stop or severely impact CourseLeaf's operation, Leepfrog responds immediately including off-hours support, and makes all reasonable efforts to resolve the situation immediately. For important issues that have a significant, widespread impact on CourseLeaf's operation, Leepfrog responds within one business day and generally resolves the issue within one business day, and usually faster.

Technical Support via i) telephone during business Hours of Operation, ii) email, or iii) Jalot trouble-ticketing software, as provided to a single, designated point of contact at Licensee for end user support, and a single, designated point of contact at Licensee for hardware and software support. This contact is expected to act as a point of contact for the authors, editors, and system administrators of the Applications.

Response times are generally within one business day. For urgent operational issues, response times are generally within four hours during business hours and within eight hours during non-business hours. Support is provided by Leepfrog employees on site in Iowa City.

Upgrades: Access to all applicable Updates and Upgrades to the CourseLeaf base software released by Leepfrog during the Term, including related installation. Licensee can incorporate upgrades at its discretion.

Modifications: Development and installation of reasonable software modifications to correct deficiencies in the Applications not identified during the Test Environment Phase.

Refresher Training: Leepfrog will conduct a refresher training for staff via webinar on an annual basis, upon request.

EXHIBIT C

COURSELEAF STATEMENT OF WORK

Background

The College regularly provides an academic catalog to the students and members of its community. The catalog details a variety of important information such as the description of the department, the list of classes, the names of courses available, course numbers, list of faculty, hours for the class, graduation requirements and so forth. The catalog is an important way the College communicates with its students and potential students about the offerings it has available, and the educational value it can provide.

Currently, the process of updating, managing and publishing its academic catalog is a time-consuming process that has the potential for a number of errors to occur as large quantities of detailed information need to be updated. The College would like to improve how it updates, manages, and publishes its academic catalogs.

Objectives

The objective of this project is to significantly improve the process of authoring, editing, updating, tracking, managing and publishing the College's academic catalog, and to improve the accuracy and quality of the resulting catalog.

Staffing

Contractor's Client Services Manager

Name: Amy Johnson

Client Service Manager

2300 Oakdale Blvd, Coralville, IA 52241

W: 319-337-3877

F: 888-437-7435

Email: ajohnson@leefrog.com

College's Project Manager

Name

Title

Address

Phone

Email

The College may also designate a key contact for the office having ownership of the catalog process, and for IT related issues, which may or may not be the same individual as the Project Manager. Actual time spent by college staff can vary based on several factors such the speed of implementation, College resources available, or the complexity of the College's data.

Roles & Responsibilities

Leepfrog

Leepfrog has the following responsibilities:

- Managing the project timeline from external perspective
- Jointly discussing the Technical Intake with the College using the CourseLeaf Intake documents
- Integrating CourseLeaf with College systems from technical perspective
- Customizing CourseLeaf to the College's Catalog Design, including creating output formats and rules, creating of custom data entry forms, and supporting on-screen presentation of structured information
- Developing a working Test Environment version of the catalog. Jointly evaluating the Test Environment with the College, and then modifying
- Providing training to College administrators and end-users on how to use the software
- Customizing CourseLeaf to the Publication format that the College provides, where possible
- Migrating existing catalog content into CourseLeaf
- Developing the final working version of the software to allow the College to fully manage its catalog using CourseLeaf

The College

- Designate and task an internal project manager or team leader to interface with Leepfrog personnel and coordinate the College's execution of its responsibilities in launching the solution, and provide adequate internal resources to assure timely deployment
- Managing the project timeline from internal perspective
- Providing responses to and jointly discussing the Technical Intake documents with Leepfrog using the CourseLeaf Intake document (Catalog Owner and IT personnel)
- Providing guidance and instruction on integrating CourseLeaf from technical perspective (IT personnel)
- Managing the technical track including configuring the web hosting environment, installing the hardware and software components, and creating the data synchronization with the student information system (IT personnel)
- Establishing an initial level of data structure, as well as authoring policies and workflow configuration (IT personnel)
- Defining the College's online and print Catalog Design, to allow Leepfrog to match CourseLeaf's output to meet the criteria (Catalog Owner)
- Providing feedback on catalog content transition into CourseLeaf. Feedback and edits must be given through a single point of contact. (Catalog Owner)
- Jointly evaluating the Test Environment with Leepfrog, and providing input to course correct
- Ensuring key administrators and end-users attend training (College personnel)

Scope of CourseLeaf Software Capabilities

I. Catalog Authoring

The software will provide easy-to-use tools for departmental authors to modify the content in the existing catalog, and/or to create new content within that catalog. Authors will be shown content in one of the web versions as the authors make changes (WYSIWYG).

The software will provide templates for layout and styles so content created/modified by authors will be automatically consistent with the College's look and feel without additional modification.

The software will allow for authoring constraints to be placed on the system, so that college styles and guidelines are enforced. Simple, rule-based corrections to content are applied automatically by the software without manual intervention.

Authors can select from multiple styles and choose from a pre-defined list of formatting options when creating tables of courses, and have the option to automatically calculate and display the total semester hours of courses listed within the table.

Authors can generate course catalog links that integrate with the College course catalog database. Any desired modifications to these auto generated links require a template or configuration change and a site wide republish.

Editing software is easy to use with minimal training, and is accessible within current versions of standard web browsers such as Internet Explorer and Firefox. Users are not required to download or install any additional software to edit content.

At any time, authenticated users will be able to see the editing status of content within the system.

II. Course Integration

Authors will be able to select from a complete course inventory of courses when creating and editing web pages in the catalog (e.g., to designate which courses from a list are required to graduate). Selected lists of classes will then be displayed in an auto-generated table in the catalog page.

The software can support the ability to perform data consistency checks on authored content, and will "flag" information that does not match (e.g., if courses are referenced that are not active, if active courses are not referenced, if authored content differs from database content, etc.).

III. Workflow

Users are notified of their responsibility to participate in workflow via email. Each user has a web page that displays a list of all content changes awaiting their approval. This web page can be bookmarked and is specific to each user.

Changes to content may progress through a workflow before the content is considered approved. Each piece of content will have its own independent workflow, configured without programmer support. Common workflow sequences may be named and updated centrally without requiring a

programmer and without updating every piece of content that includes a common workflow. Workflows can have as many steps as necessary to complete a task.

The software supports different types of workflow, including full editing permission, approval only, and notification only. Users cannot make additional changes to content once it is in workflow, unless they are in the current workflow step.

The administrators can group users together into roles, and add and subtract users from roles even while content is in workflow awaiting action from a role. Administrators can explicitly change the workflow of any content in the system, including content that is already in workflow. Administrators can also act on behalf of any user in the system.

The software supports maintaining roles externally using LDAP or Active Directory, CAS, or Shibboleth via Incommon; where external roles are not available, the software provides role maintenance screens where administrators may update which users are involved in each role. Where permitted, users should be allowed to self-delegate by identifying another user who is able to act on his or her behalf.

All workflow actions are logged, easily viewed, and will note both the identity of the user performing an action and the role under which that user was performing an action.

Rejections to workflow can include an explanation as to why content was rejected, and may be pushed back to any previous workflow steps. Users associated with that step's role will then be notified of the rejection and the optional explanation.

The software supports grouping together sets of content for the purposes of workflow, so that all changes to the entire set are reviewed at once instead of piece-by-piece.

Once a catalog edition has been published, administrators are able to disable workflow for that edition.

IV. Revision History

The software tracks changes made to content within the system both within an approval cycle and between approved versions. Each set of changes performed by a single user is tracked. During content review, the users select between viewing the proposed content, all differences between the last approved content and the proposed content, or viewing specific changes made by a selected user. Catalog administrators are also able to view changes between any two versions of approved content.

Changes to content are shown visually to the user, for example, deletions are in red strikethrough and additions are in bold green. Hard copies of these views may be printed.

V. Output Generation

The software can generate multiple types of output, including a web version, a print-ready PDF version, a standalone HTML version suitable for inclusion on a CD-ROM, and an XML version for high-quality printing.

HTML content will include an automatically generated table of contents, utilize the college's style and publication formatting guidelines, and provide easy search capabilities. The HTML content supports templates that include scripting functionality, such as .NET, JSP, or PHP, without additional configuration or changes.

PDF content includes the ability to specify multiple columns and running page headers with an automatically generated table of contents. The generated output supports proper hyphenation and fully justified text, and has widow and orphan control. Leepfrog generates the PDFs for publishing to the public.

VI. Technical Requirements

The software can use existing campus authentication systems, which can prevent the need for new login names and passwords. The solution can be run on campus as a hosted solution, or as a hybrid solution where the changes are performed on a hosted basis but the approved catalog is published on campus. The solution runs under both Windows and Linux.

The software does not restrict the number of users who may have accounts on the system or who may simultaneously access the system. The software can support the load of hundreds of users, including the load of many users performing work at the same time during training.

The software can co-exist with standard frameworks installed on the same server, such as .NET, J2EE, and LAMP environments.

Out of Scope

Two on campus visits are included in the project. Additional on campus visits are out of scope.

Improving the quality of the SIS data is out of scope. CourseLeaf uses the information provided. While Leepfrog typically performs a wide range of customization, the scope and depth of customization is at Leepfrog's sole discretion.

Creating and generating PDFs for one catalog for publication is in scope. Creating and generating PDFs of subsections such as by division, or for additional documents is out of scope. Creating the PDFs at one point in the calendar year for publication is in scope. More frequent updates throughout the year may be out of scope depending on scope and frequency.

Deliverable

The deliverable is a fully functioning implementation of CourseLeaf. End users can now author and edit the catalog, administrators have the capability to manage workflow, and content can be output to the web and print formats. The College now can and will manage their catalog using the CourseLeaf software. Acceptance is the reasonable satisfaction of the College's catalog stakeholders.

Schedule & Milestones

Leapfrog conducts extensive discussions with the Catalog Owner and key technical staff at the beginning of the project to determine the key technical and procedural requirements. The College's responses will determine the specific steps at a granular level, and the timing for the milestones. Leapfrog and the College will jointly agree on the timing.

The following is a typical outline for the major project tasks, which may vary depending on a number of internal and external factors. Specifics are mutually agreed upon at the start of the project:

- 1) Kickoff and Data Collection – covers project overview, timelines, milestones, intake documents, initial steps, and questions/answers. The project includes up to a one hour weekly meeting for project management and review.
- 2) Create Development Site – create URL structure, navigation, data import procedures, DNS setup, SSL certificates, and data load.
- 3) Site Customization – create tables, website template, PDF template, course displays, terminology, and migrate a limited number of departments for testing. Other tasks as needed.
- 4) Consulting Session – present site and materials to date, and have an in-depth discussion.
- 5) Custom Programming – code and implement college-specific functionality, if included. Steps 4 and 5 have a big influence on the project timing.
- 6) Catalog Content Migration – shift content from existing source into CourseLeaf following consulting session configurations. This may include brief webinar pre-training for key administrators. The college reviews content on an ongoing basis
- 7) Training – provided to a wide range of authors and editors, including handouts. Typically conducted over a two day period shortly before Release, but shift later if administrators plan to make updates themselves for an interim period.
- 8) Catalog Release – final configurations are made, the site is shifted to the live environment and launched to the public. The Key Point of Contact provides final approval.