



Contract Packet Cover Sheet

Business Services Use Only

Instructions:

1. Print one copy, attach to the contract packet, and submit to Business Services
2. Send via email to vdiggle@sbccd.edu to notify Business Services that a Contract Packet is in route. Reference in the subject line the Supplier's/Contractor's name and PR number if applicable.
3. This form must be completely filled out in order to process Contract Packet. Incomplete packets will be rejected.

Date _____

() _____
Area Code Phone Number

Name of Person Responsible and/or Managing Contract

Department & Division

Site

PR _____
Purchase Requisition No

Supplier/Contractor Name (as it appears on the contract)

_____ = _____ %
Oracle Charge Account (Primary)

Funding Source (Grant Name)

_____ = _____ %
Oracle Charge Account (if more than One)

Funding Source (Grant Name)

Print Name: Area Dean/Dean Level Manager _____

() _____
Area Code Phone Number

General Contract Information Needed

Total Contract Value: \$ _____

Income _____ Expense _____

Contract Value Under Bid Limit _____ Contract Value Over Bid Limit _____

Contract Term Start Date _____ Contract Term End Date _____

Submission Check List:

- One Digital copies of the contract
- One completed Contract Cover Sheet
- Contract is in the name of the District
- One copy of all other document(s) that may be required (COI request, Club minutes, etc.)

The Supplier Contact information. We will need the Supplier's information below:

Contact Person's Name: _____ Phone # () _____

Email Address: _____

FedEx-able Address (No PO Boxes) _____

For Business Services Office Only

TECHNOLOGY MEMORANDUM

TO: SAN BERNARDINO COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTESS
FROM: LUKE BIXLER, CHIEF TECHNOLOGY OFFICER, TESS
SUBJECT: TECH CONTRACT – COURSEDOG
DATE: 5/30/2023
CC: VIRGINIA DIGGLE

Tableau:

- What is the service/software/equipment?
 - This is an academic software that supports both colleges.

- What is its uses?
 - This software supports the colleges with their Course Catalogs, Event Scheduling, Academic Scheduling, and Demand Planning.

- Who is to be using it? This could be department, group or district wide
 - Academic and Administrative departments at both colleges.

- Why do they need it?
 - This software will be used to create the course catalogs for students, management event and course scheduling, and providing demand forecasting for course scheduling.

Coursedog, Inc.

228 Park Ave S
PMB 70159
New York, NY 10003



COURSEDOG, INC. SERVICES & HOSTING AGREEMENT

This Services and Hosting Agreement (this “Agreement”) is entered into as of **05, 31, 2023** (the “Effective Date”), by and between **COURSEDOG, INC.**, a Delaware corporation having an address at 228 Park Ave S. PMB 70159, New York City, New York 10003 (the “Company”), and San Bernardino Community College District, an educational institution having an address at 550 E. Hospitality Lane, Suite 200 San Bernardino, CA 92408 (the “Customer”).

- 1. Definitions.** For purposes of this Agreement, the following terms will have the following meanings:
- a. **“Customer Materials”** means all data, information, and other materials provided by Customer in connection with the Server Programs and/or the Service.
 - b. **“Data Protection Laws”** means all applicable laws relating to the processing of the Customer Materials.
 - c. **“Derivative Work”** means a new or modified work that is based on or derived from a preexisting work, including, without limitation, a work that, in the absence of a license, would infringe the copyright in such preexisting work or that uses trade secrets or other proprietary information with respect to such preexisting work.
 - d. **“Documentation”** means the standard documentation for the Server Programs, as generally provided by Company to its customers, including, without limitation, all user manuals, reference manuals, handbooks, and other documentation therefor.
 - e. **“End User”** means any employee, consultant, contractor, or affiliate of Customer who uses the Service and/or the Server Programs.
 - f. **“Intellectual Property Rights”** means, on a worldwide basis, any and all now known or hereafter known tangible and intangible statutory and common law rights associated with (a) patents and patent applications; (b) works of authorship, including, without limitation, copyrights, copyright applications, copyright registrations, and “moral rights”; (c) the protection of trade and industrial secrets and confidential information; (d) Trademarks (as defined herein); (e) all other intellectual and industrial property rights of every kind and nature and however designated, whether arising by operation of law, contract, license or otherwise; and (f) divisions, continuations, renewals, and re-issuances of any of the foregoing, now existing or acquired in the future.

- g. **“Server Programs”** means (a) the object code form of those portions of Company’s software that are both designed to be installed and used on a server and provide the functionalities described under “Server Programs” in Exhibit A; (b) the Documentation; and (c) any Updates.
- h. **“Service”** means the services described in Exhibit A, including, without limitation, the service by which software products and services, including, without limitation, the Server Programs, hosted on servers controlled by Company (or a third-party Company contracts with to provide such services), and, as applicable, its designees, are made available through the Internet for remote use by End Users pursuant to the terms and conditions of this Agreement.
- i. **“Trademarks”** means (a) the trademarks, trade names, and service marks used by a party, whether registered or unregistered; (b) the respective stylistic marks and distinctive logotypes for such trademarks, trade names, and service marks; and (c) such other marks and logotypes as either party may designate from time to time in writing.
- j. **“Updates”** means the object code forms of any modifications, error corrections, bug fixes, new releases, or other updates of or to the Server Programs that may be provided or otherwise made available hereunder by Company to Customer during the Term.

2. **Grant of License; Restrictions; Data Security.**

- a. **Grant of License in Server Programs.** Subject to the terms and conditions of this Agreement and the timely payment of all fees hereunder, Company hereby grants to Customer a non-exclusive, non-transferable (except pursuant to Section 13b), non-sublicensable, non-assignable, limited right and license, during the Term, to access and use the Service Programs as made available by Company through the Service solely in accordance with the Documentation and solely for Customer’s own internal business use and purposes. End Users may only access and use the Server Programs with valid password(s) granted to Customer by Company pursuant to Section 3b. Except as set forth in this Section 2a, no other right or license of any kind is granted by Company to Customer hereunder with respect to the Server Programs. Customer will not permit any unauthorized person to use or gain access to the Service or the Server Programs.
- b. **Restrictions.** Customer hereby acknowledges and agrees that it will not use the Service for any purpose other than the purpose for which Company has developed the Service, and that it will use the Server Programs and the Service in accordance with all applicable laws, rules, and regulations. Except as expressly provided in Section 2a, Customer will not, and except with Company’s prior written consent will not permit any End User or third party to: (i) copy all or any portion of the Server Programs or the Service, (ii) decompile, disassemble or otherwise reverse engineer (except to the extent expressly permitted by applicable law) the Server Programs or the Service, or any portion thereof, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Server Programs or Service or any portion thereof, (iii) modify, translate, or create any Derivative Works based upon the Server Programs or the Service, (iv) distribute, disclose, market, rent, lease, assign, sublicense, pledge, or otherwise transfer the Server Programs or the Service, in whole or in part, to any third party, (v) remove or alter any copyright, Trademark, or other proprietary notices, legends, symbols, or labels appearing on or in the Server Programs or the Service or appropriate Company’s Trademark for its own use, (vi) perform, or release the results of, benchmark tests or other comparisons of the Server Programs or the Service with other software or materials, (vii) use the Service in any way that causes, or

may cause, damage to the Service or the Server Programs or impairment of the availability or accessibility of the Service, (viii) use the Service in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity, (vii) use the Server Programs for any purpose other than in accordance with the terms and conditions of this Agreement. In the event of any violation of this Section 2b, Company may immediately terminate this Agreement, and shall be entitled to equitable relief in accordance with Section 7d.

- c. **Data Security and Privacy.** Company will use commercially reasonable efforts and industry accepted methods to insure the reliability and security of the Service. Company is not responsible for unauthorized access to the Customer Materials or the unauthorized use of the Services. Customer is solely responsible for the use of the Service by End Users, any person to whom Customer has allowed access to the Service, and any person who gains access to the Customer Materials as a result of Customer's failure to use reasonable security precautions, even if Customer did not authorize such use. Customer warrants to Company that it has the legal right to disclose the Customer Materials it discloses to Company in connection with this Agreement and the use of the Service. It is not anticipated that Company will have any access to student information or other information covered by the Family Educational Rights and Privacy Act ("FERPA"). At Customer's reasonable request and expense, Company will participate in any audits or inspections conducted by Customer or an auditor designated by Customer in respect of the compliance with Data Protection Laws under this Agreement. If any changes to any Data Protection Laws result in Customer or Company not being in compliance with such law in relation to the processing of the Customer Materials pursuant to this Agreement, then the parties will use their best commercial efforts to agree to such changes as may be necessary to remedy such noncompliance.

3. Deliverables and Services.

- a. **Delivery of Documentation.** Company will (a) deliver the Documentation to Customer according to the delivery terms and conditions set forth in Exhibit A; and (b) assist Customer in the set-up process for accessing and using the Server Programs and/or the Service.
- b. **Customer Passwords.** Company will provide Customer with passwords which Customer must use to access and use the Server Programs and/or the Service. Customer will receive one (1) "Administrator Password" that may be used by Customer's qualified End Users, in accordance with the Documentation, to access certain Customer account information and to obtain and issue individual "User Passwords" for each individual End User who will be accessing the Server Programs and/or the Service. Company and/or its suppliers or licensors will control the issuance of each Administrator Password and Customer will control the issuance of each User Password. Customer (a) hereby acknowledges that it bears sole responsibility for protecting all Administrator Passwords and User Passwords granted in connection with this Agreement; (b) will not provide any such information to any third party; and (c) will remain fully responsible and liable for (and Company will not be responsible or liable for) any unauthorized use of any Administrator Password or User Password.
- c. **Hosting.** During the Term, Company and/or its designees will host and maintain the Server Programs and the Service, and provide access thereto, subject to the terms and conditions of this Agreement, including Exhibit B attached hereto. Company and/or its designees will use commercially reasonable efforts to provide, in connection with the foregoing obligations, system security and backup sources of power;

backup of Customer Materials stored on the Service and installation of Server Program Updates and other fixes.

- d. **Updates, Maintenance, and Technical Support.** During the Term, Company will make Updates available to Customer as they are made generally available by Company to its other customers, as well as maintenance and technical support, in accordance with the terms and conditions set forth in Exhibit A. Any Update provided or made available by Company hereunder will be deemed part of the Server Programs and will be subject to the terms and conditions of this Agreement.
- e. **Further Customer Obligations.** Customer will be solely responsible for accessing the Server Programs and the Service, and for any and all costs and fees in connection with accessing and using the Server Programs and/or the Service, including, without limitation, Internet service provider fees, telecommunications fees, and the costs of any and all equipment used by Customer in connection with the Server Programs and/or the Service. Customer acknowledges that Company shall have no obligation to assist Customer in using or accessing the Server Programs or the Service except as expressly set forth in this Agreement. Customer will be responsible for obtaining and maintaining any equipment and ancillary services necessary to connect to, access, or otherwise use the Service; maintaining the security of such equipment; and all uses of Customer's accounts or equipment with or without Customer's knowledge or consent. Notwithstanding the foregoing, the Company shall have the right to access the Instance (through a support login or otherwise) with permission settings equivalent to the Customer's Super Administrator role configuration in the Instance in order to fully test and provide support to Customer during the Term and Customer agrees to not limit or block such access by Company.

4. Evaluation. During the Term, Customer may provide Company with written reports ("Reports") which will describe in detail: (a) any errors and difficulties discovered with respect to the Server Program or the Service; (b) the characteristic conditions and symptoms of such errors and difficulties, such that Company may recreate such errors and difficulties; and (c) suggestions, if any, for modification or improvements to the Licensed Software or the Service. All Reports, and all other results and reports of Customer's testing and evaluation of the Server Programs and the Service, will be and remain the sole property of Company. In addition, Company is under no obligation to review or implement suggestions or requests, if any, set forth in the Reports.

5. Fees; Payment; Taxes.

- a. **Fees and Nonpayment.** Customer shall pay to Company license fees ("License Fees") and service fees ("Service Fees" and, collectively with License Fees, the "Fees") in the amounts and according to the terms and conditions set forth in Exhibit A. In the event any Fees remain overdue for thirty (30) days or longer, Company may, without notice, immediately restrict access of Customer to the Server Programs and/or the Service. The following contact provided by the university will receive (and be responsible for managing) all invoices, notices of nonpayment, and other payment-related correspondence (this is generally an individual, procurement office, or another shared inbox):

Name: SBCCD Accounts Payable Department

Email: sbccdeapd@sbccd.cc.ca.us

- b. **Interest.** Any amounts payable by Customer to Company hereunder which remain overdue for thirty (30) days or longer shall be subject to interest equal to the lesser of one and one-half percent (1.5%) per month and the maximum amount permitted by law, calculated on a daily basis.
 - c. **Taxes.** All prices set forth in this Agreement are in U.S. Dollars and are exclusive of any applicable taxes. Customer shall pay, indemnify, and hold Company harmless from all import and export duties, customs fees, levies, or imposts, and all sales, use, value added, or other fees, governmental charges, or taxes of any nature (other than taxes on Company's income). Customer is a non-profit institution and therefore is exempt from the payment of sales tax on the Service.
 - d. **Group Purchase.** In the event Customer is an agency of a political subdivision of the state in which it is located, or is a member of a higher education purchasing cooperative, Company hereby offers to the other colleges or universities within the same state system or purchasing cooperative (each an "Affiliate Institution"), as licensee, the opportunity to establish an institution specific license with Company under substantially similar terms and conditions as this Agreement. Adjustments may be made to the Term of an Affiliate Institution's license as operational provisions specific to the needs of the Affiliate Institution, such as delivery timing. In order to be effective, any such license shall be confirmed in writing by a separate written agreement between the Affiliate Institution and Company.
 - e. **Campus Acquisitions.** This Agreement relates only to Customer's existing campus(es). If Customer builds, acquires or merges with, new campuses, this Agreement may be amended to include the licensing of such additional campuses. Fees will be negotiated at the time of request for expansion of the license to additional campuses.
- 6. Proprietary Rights.** As between Company and Customer, Company and its licensors own and retain all right, title and interest, including, without limitation, all Intellectual Property Rights, in and to the Server Programs and the Service and any portions thereof, including, without limitation, any copy or Derivative Work of the Server Programs or Service (or any portion thereof) and any Updates thereto. Customer agrees to take any action reasonably requested by Company to evidence, maintain, enforce, or defend the foregoing. Customer will not take any action to jeopardize, encumber, limit, or interfere in any manner with Company's or its licensors' ownership of and rights with respect to the Server Programs or Service, or any Derivative Work or Update thereof or thereto. Customer will have only those rights in and to the Server Programs and Service and any Derivative Work or Update thereto as are expressly granted to it under this Agreement.
- 7. Confidential Information.**
- a. **Confidential Information.** Customer acknowledges that, in the course of using the Server Programs and Service and exercising its rights under this Agreement, it may obtain confidential information relating to the Server Programs, the Service, or Company and its vendors or other licensors (collectively, "Confidential Information"). Such Confidential Information will, as between Customer and Company, belong solely to Company and will include, without limitation, the Server Programs and the Service (including any and all Derivative Works and Updates), all Administrator Passwords, User Passwords, Reports, the existence of and terms of this Agreement, trade secrets, know-how, inventions (whether or not patentable), techniques, processes, programs, ideas, algorithms, formulas, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and functional specifications, product requirements, problem reports, performance information, documents,

and other technical business, product, marketing, third party customer, and financial information, plans, and data.

- b. **Use and Disclosure Restrictions.** Customer hereby acknowledges and agrees that the Confidential Information constitutes and contains valuable proprietary information and trade secrets of Company, and embodies substantial creative efforts and confidential information, ideas, and expressions. Customer agrees: (a) to protect the Confidential Information from unauthorized dissemination and use; (b) to use the Confidential Information only for the performance of Customer's obligations and in connection with the exercise of Customer's rights hereunder; (c) not to disclose any Confidential Information, or any part or parts thereof, to any of its End Users, agents, or contractors other than those End Users who are using the Server Programs and the Service, are aware of the confidentiality obligations imposed by this Section 7, and have entered into written confidentiality agreements with Customer that require such End Users to comply with confidentiality obligations no less restrictive than the requirements set forth in this Section 7; (d) not to disclose or otherwise provide to any third party, without the prior written consent of Company, any Confidential Information or any part or parts thereof; (e) to undertake whatever action is necessary to prevent or remedy (or authorize Company to do so in the name of Customer) any breach of Customer's confidentiality obligations set forth herein or any other unauthorized disclosure of any Confidential Information by its current or former employees, agents, or contractors; (f) not to remove or destroy any proprietary or confidential legends or markings placed upon or contained within the Server Programs or the Service, or on any other Confidential Information provided to Customer by Company; and (g) not to develop any other materials, products, or services containing any of the concepts or ideas contained in the Server Programs or Service or any other Confidential Information.
- c. **Exclusions.** The foregoing restrictions pertaining to the Confidential Information will not apply with respect to any Confidential Information that: (a) was or becomes publicly known through no fault of Customer; (b) was known by Customer before receipt from Company, as evidenced by Customer's contemporaneous written records; (c) becomes known to Customer without confidential or proprietary restriction from a source other than Company that does not owe a duty of confidentiality to Company or any other party with respect to such Confidential Information; or (d) is independently developed by Customer without the use of the Confidential Information, as evidenced by Customer's contemporaneous written records. In addition, Customer may use or disclose Confidential Information to the extent (i) expressly approved by Company in writing; and (ii) Customer is legally compelled to disclose such Confidential Information, provided, however, prior to any such compelled disclosure Customer will cooperate fully with Company in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information.
- d. **Equitable Relief.** Customer acknowledges and agrees that, due to the unique nature of the Confidential Information, there can be no adequate remedy at law to compensate Company for the breach of this Section 7 or of Section 2; that any such breach will allow Customer or third parties to compete unfairly with Company resulting in irreparable harm to Company that would be difficult to measure; and, therefore, that upon any such breach or threatened breach thereof, Company will be entitled to injunctive and other appropriate equitable relief (without the necessity of proving actual damages or of posting a bond), in addition to whatever remedies it may have at law, hereunder, or otherwise.

8. Ownership.

- a. **Company Ownership.** Customer acknowledges and agrees that Company owns all right, title, and interest in and to the Service, Service Programs, and Documentation (collectively, “Company Technology”) (except for any software licensed by third parties to Company), and that Customer does not acquire any right, title, or interest in or to the Company Technology, except as expressly set forth in this Agreement. Customer further acknowledges and agrees that the Company Technology, and all copies of the Service Programs and Documentation in any form provided by Company or made by Customer are the sole property of Company and/or its suppliers. Customer has no right, title, or interest in or to the Service Programs or Documentation, or copies thereof, except as provided in this Agreement, and further shall secure and protect all Company Technology consistent with the maintenance of Company’s proprietary rights therein. No remarketing, redistribution, or other commercialization of the Company is authorized hereunder. The Company Technology may not be sold, leased, assigned, loaned or otherwise transferred or provided to a third party. Customer will not remove, obscure, or alter Company’s copyright notice, Trademarks, or other proprietary rights notices affixed to or contained within any Company software, documentation, or output.
- b. **Customer Ownership.** Company acknowledges and agrees that Customer owns all right, title, and interest in and to the Customer Materials, and that Company does not acquire any right, title, or interest in or to the Customer Materials, except as expressly set forth in this Agreement. No remarketing, redistribution, or other commercialization of the Customer or the Customer Materials is authorized hereunder. Company may not sell, lease, assign, loan or otherwise transfer or provide the Customer Materials to a third party.

9. Representations & Warranties.

- a. **Mutual Representations.** Each party represents and warrants to the other party that the execution, delivery and performance of this Agreement (a) is within its corporate powers; (b) has been duly authorized by all necessary corporate action on such party’s part; and (c) does not and will not contravene or constitute a default under, and is not and will not be inconsistent with, any judgment decree or order, or any contract, agreement, or other undertaking, applicable to such party.
- b. **Limited Warranty.** Subject to the limitations set forth in this Agreement, Company represents and warrants to Customer that the Server Programs, when used in accordance with the Documentation, will throughout the Term substantially conform to the functional specifications in such Documentation as delivered to Customer. If Customer finds what it reasonably believes to be a failure of the Server Programs to substantially conform to the functional specifications in the Documentation, and provides Company with a written report that describes such failure in sufficient detail to enable Company to reproduce such failure, Company will use commercially reasonable efforts to correct or provide a workaround for such failure at no additional charge to Customer. COMPANY MAKES NO WARRANTY THAT ACCESS TO OR USE OF THE SERVICE SHALL BE UNINTERRUPTED OR ERROR-FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY COMPANY, ITS AGENTS, OR ITS EMPLOYEES, WILL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT. This Section 9b states the entire liability of Company and the sole and exclusive remedy of Customer with respect to any express or implied warranties hereunder or otherwise in connection with this Agreement.
- c. **Exclusive Warranty.** THE EXPRESS WARRANTY SET FORTH IN SECTION 9b CONSTITUTES THE ONLY WARRANTY MADE BY COMPANY WITH RESPECT TO THE SERVER PROGRAMS, THE SERVICE, AND ANY

OTHER SUBJECT MATTER OF THIS AGREEMENT. COMPANY MAKES NO OTHER, AND HEREBY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, WITH RESPECT TO THE SERVER PROGRAMS, THE SERVICE, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. COMPANY DOES NOT WARRANT THAT ANY USE OF OR ACCESS TO THE SERVER PROGRAMS OR THE SERVICE WILL BE ERROR-FREE OR SECURE, OR THAT OPERATION OF THE SERVER PROGRAMS OR THE SERVICE WILL BE UNINTERRUPTED, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION THEREWITH. This Section 9c shall be enforceable to the fullest extent allowed by applicable law.

- d. **Defects Not Covered by Warranties.** Company will have no obligations under Section 9b to the extent any nonconformance or failure of, or error in, the Server Programs is caused by: (a) use of any attachment, feature, hardware, software, or device in connection with the Server Programs or the Service; (b) transportation, neglect, or misuse of the Server Programs or the Service, or any use of the Server Programs or the Service not in accordance with this Agreement and/or the Documentation; (c) alteration, modification, or enhancement of the Server Programs or the Service, except as may be performed by Company; or (d) failure to provide a suitable installation or use environment for all or any part of the Server Programs or the Service.

10. Indemnification.

- a. **Indemnity Obligations of Company.** Company will defend any action brought against Customer to the extent it is based on a third party claim that use by Customer of the Server Programs as furnished hereunder, which use is in accordance with the terms and conditions of this Agreement, directly infringes any valid United States patent, copyright, or trade secret. Company will pay any liabilities, costs, damages, and expenses (including reasonable attorney's fees) finally awarded against Customer in such action that are attributable to such claim, provided: (a) Customer notifies Company in writing of any such claim within ten (10) days of learning of such claim; (b) Company has sole control of the defense and all related settlement negotiations; and (c) Customer cooperates with Company, at Company's expense, in defending or settling such claim (provided that Company shall not enter into any settlement or other compromise that materially adversely affects Customer without Customer's written approval, not to be unreasonably withheld, delayed, or conditioned). In addition to the foregoing, Customer agrees to promptly notify Company of any known or suspected infringement or misappropriation of Company's proprietary rights of which Customer becomes aware. Should the Server Programs or the Service become, or be likely to become, in Company's opinion, the subject of any claim of infringement, Company may, at its option: (i) procure for Customer the right to continue using the potentially infringing materials; (ii) replace or modify the potentially infringing materials to make them non-infringing; or (iii) terminate this Agreement and refund to Customer a pro-rated portion of any License Fees paid hereunder.
- b. **Exclusions.** Company will have no liability for, and Customer shall indemnify, defend, and hold Company harmless from and against, any claim based upon: (a) the use, operation, or combination of the Server Programs or the Service with non-Company programs, data, equipment, or documentation if liability would have been avoided but for such use, operation, or combination; (b) use of other than the

then-current, unaltered version of the Server Programs or Service; (c) Customer's or its agents' or End Users' activities after Company has notified Customer that Company believes such activities may result in infringement; (d) any modifications to or markings of the Server Programs or the Service that are not specifically authorized in writing by Company; (e) any third party software; (f) any Customer Materials; or (g) Customer's breach or alleged breach of this Agreement. Customer will pay any liabilities, costs, damages, and expenses (including reasonable attorney's fees) finally awarded against Company in such action that are attributable to such claim provided: (i) Company notifies Customer in writing of any such claim within ten (10) days of learning of such claim; (ii) Customer has sole control of the defense and all related settlement negotiations (provided that Customer will not enter into any settlement or other compromise that materially adversely affects Company without Company's written approval, which will not be unreasonably withheld, delayed, or conditioned); and (iii) Company cooperates with Customer, at Customer's expense, in defending or settling such claim. This Section 10 states the entire liability of Company and the exclusive remedy of Customer with respect to infringement of any intellectual property or other rights, whether under a theory of warranty, indemnity, or otherwise.

11. Limitation of Liability.

- a. **Limited Remedy.** TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, OR INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND OR OTHER ECONOMIC LOSS ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY.
- b. **Maximum Liability.** Notwithstanding anything in this Agreement to the contrary or the failure of essential purpose of any limited remedy or limitation of liability, Company's entire liability arising from or relating to this Agreement or the subject matter hereof, under any legal theory (whether in contract, tort, indemnity or otherwise), will not exceed the amounts actually received by Company from Customer hereunder within the three (3) month period immediately preceding the action that gave rise to the liability.

12. Term and Termination.

- a. **Term.** The period of this Agreement (the "Initial Term") will commence on the Effective Date and continue for an initial period of 5 years. Any subsequent renewal of the Initial Term of this Agreement will be negotiated in good faith on a case-by-case basis (collectively the "Term").
- b. **Termination for Default.** If either party materially defaults in any of its obligations under this Agreement, the non-defaulting part, at its option, shall have the right to terminate this Agreement by written notice to the other party unless, within thirty (30) calendar days after receiving written notice of such default, the defaulting party remedies the default, or, in the case of a default which cannot with due diligence be cured within a period of thirty (30) calendar days, the defaulting party institutes within the thirty (30) day period substantial steps necessary to remedy the default and thereafter diligently prosecutes the same to completion. Notwithstanding anything herein to the contrary, in the event Customer breaches Section 2b and/or Section 7 of this Agreement, Company may immediately terminate this Agreement upon written notice to Customer. Customer will notify Company within twenty-four (24) hours of

Customer's becoming aware of any breach (other than by Company) of the terms and conditions of this Agreement, including, without limitation, any breach of Sections 2b or 7.

- c. **Termination for Bankruptcy.** Either party may terminate this Agreement if the other party (a) becomes insolvent; (b) fails to pay its debts or perform its obligations in the ordinary course of business as they mature; (c) is declared insolvent or admits in writing its insolvency or inability to pay its debts or perform its obligations as they mature; or (d) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment, or composition, or makes a general assignment for the benefit of creditors, provided that, in the case of an involuntary proceeding, the proceeding is not dismissed with prejudice within sixty (60) days after the institution thereof. In the event of termination under this Section 12c, Company and Customer agree that the rights granted to Customer under this Agreement are rights in "intellectual property" within the scope of Section 101 (or its successors) of the United States Bankruptcy Code (the "Code"). Customer will have the rights set forth herein with respect to the Server Programs. In addition, Customer, as a licensee of intellectual property rights hereunder, will have and may fully exercise all rights available to a licensee under the Code, including, without limitation, under Section 365(n) or its successors. In the event of a case under the Code involving Company, Customer will have the right to obtain (and Company or any trustee for Company or its assets will, at Customer's written request, deliver to Customer) a copy of all embodiments (including, without limitation, any work in progress) of any intellectual property rights granted hereunder, including, without limitation, embodiments of any Server Programs or any other intellectual property necessary or desirable for Customer to use or exploit any Server Program or to exercise its rights hereunder. In addition, Company will take all steps reasonably requested by Customer to perfect, exercise and enforce its rights hereunder.
- d. **Effect of Termination.** Upon the expiration or termination of this Agreement, all rights and licenses granted to Customer hereunder will immediately terminate. Within ten (10) days after any termination or expiration of this Agreement, (a) Customer will, at its sole expense, return to Company (or destroy, at Company's sole election) all Documentation and Confidential Information (and all copies and extracts thereof) then in the possession or under the control of Customer and its current or former employees; and (b) Company will, at its sole expense, return to Customer (or destroy, at Customer's sole election) all Customer Materials and other confidential information of Customer then in the possession or under the control of Company and its employees or agents. Each party will furnish an affidavit signed by an officer of such party to the other party certifying that, to the best of its knowledge, such delivery or destruction has been fully effected. In the event Customer terminates this Agreement for Company's breach or alleged breach of this Agreement, Company will provide Customer, at Company's sole expense, with assistance in making a smooth transition of all Customer Materials and other Customer data to a successor service or solution chosen by Customer. Termination of this Agreement by any party will not act as a waiver of any breach of this Agreement and will not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party will be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms. Either party's termination of this Agreement will be without prejudice to any other right or remedy that it may have at law or in equity, and will not relieve either party of breaches occurring prior to the effective date of such termination. The provisions of Sections 1, 2b, 5, 6, 7, 8, 9, 10, 11, 12d, 13 and Exhibit A (with respect to amounts accrued but not yet paid), shall survive the expiration or any termination of this Agreement.

13. General Provisions.

- a. **Notices.** Any notice, request, demand or other communication required or permitted hereunder will be in writing, will reference this Agreement, and will be deemed to be properly given: (a) when delivered personally; (b) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) two (2) business days after deposit with a nationally recognized overnight express courier, with written confirmation of receipt. All notices shall be sent to the address set forth below (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section 13a):

If To Customer:	If to Company:
San Bernardino Community College District	Coursedog Inc.
550 E Hospitality Ln	228 Park Avenue S
Suite 200	PMB 70159
San Bernardino, CA 92408	New York, NY 10003
Attn: Steven Sutorus	Attn: Justin Wenig

- b. **Assignment.** This Agreement may not be assigned, in whole or in part, whether voluntarily, by operation of law, or otherwise, by Customer without the prior written consent of Company. Subject to the preceding sentence, the rights and liabilities of the parties hereto are binding on, and will inure to the benefit of, the parties and their respective successors and permitted assigns. Any attempted assignment other than in accordance with this Section 13b will be null and void.
- c. **Governing Law, Jurisdiction, and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, without reference to its conflicts of law provisions. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.
- d. **Arbitration.** Company and Customer agree that, should any dispute of any nature arise between them during the Term of this Agreement, they will first attempt in good faith to resolve any such dispute amicably through discussion and negotiation. If a dispute cannot be resolved informally, the parties will exchange their views in writing and will meet and confer in person or by telephone and attempt in good faith to resolve the dispute prior to commencing any legal action. If the foregoing process fails, then any controversy or claim arising out of or relating to this Agreement (other than actions for injunctive relief) will be settled by arbitration before a single arbitrator in New York City, New York, in accordance with the then-prevailing Commercial Arbitration Rules of the American Arbitration Association (or such other body as is mutually agreed upon by the parties), and applying New York state law, or if applicable, U.S. federal law. Such arbitration will be conducted on an expedited basis and in confidence. The arbitrator will be well acquainted with the Internet and software industries, and will not have the power to impose or award indirect, consequential, exemplary, or punitive damages. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in a court of competent jurisdiction pending the outcome of such arbitration. Judgment upon the award rendered by such arbitration may be entered in any court having jurisdiction.

- e. **Construction.** This Agreement has been negotiated by the parties and their respective counsel. This Agreement will be interpreted fairly in accordance with its terms and without any construction in favor of or against either party.
- f. **Attorney's Fees.** If any legal action, including, without limitation, an action for arbitration or injunctive relief, is brought relating to this Agreement or the breach hereof, the prevailing party in any final judgment or arbitration award, or the non-dismissing party in the event of a dismissal without prejudice, will be entitled to the full amount of all reasonable expenses, including all court costs, arbitration fees and actual attorney fees paid or incurred in good faith.
- g. **Waiver.** The waiver by either party of a breach of or a default under any provision of this Agreement, will be in writing and will not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor will any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.
- h. **Severability.** If the application of any provision of this Agreement to any particular facts or circumstances is held to be invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement will not in any way be affected or impaired thereby; and (b) such provision will be enforced to the maximum extent possible so as to effect the intent of the parties and reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
- i. **Relationship of the Parties.** Nothing contained in this Agreement will be deemed or construed as creating a joint venture, partnership, agency, employment, or fiduciary relationship between the parties. Neither party, nor either party's agents, have any authority of any kind to bind the other party in any respect whatsoever, and the relationship of the parties is, and at all times will continue to be, that of independent contractors.
- j. **Force Majeure.** Except for the payment of monies due hereunder, neither party will be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, labor disputes, pandemics and strikes, riots, war, error in the coding of electronic files, Internet, cloud provider or other network "brownouts" or failures, power failures, novelty of product manufacture or other unanticipated product development problems, and acts of civil and military authorities; provided that such party gives the other party prompt written notice of the failure to perform and the reason therefor and uses its reasonable efforts to limit the resulting delay in its performance.
- k. **Public Announcements.** Customer will cooperate with Company so that Company may issue a press release concerning this Agreement; provided, however, Company may not release any such press release without the prior approval of Customer (which will not be unreasonably withheld or delayed). Company will have the right to use Customer's name as a customer reference, and to use Customer's Trademarks (with Customer's approval) on Company's customer lists. Customer will cooperate with Company on a quote testimonial on why they decided to work with Company and if requested, shall participate in a webinar and/or a case study regarding business results.

- l. **Export Controls.** Customer will abide, and contractually require all End Users to abide, by all applicable export laws and regulations in its use of the Server Programs and the Service. None of the Server Programs, and no part of the Service, may be downloaded or otherwise exported or re-exported (a) into any country for which the United States has a trade embargo; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. Customer represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list.
- m. **Captions and Section Headings.** The captions and Section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement.
- n. **Counterparts.** This Agreement may be executed in one or more counterparts, with the same effect as if the parties had signed the same document. Each counterpart so executed will be deemed to be an original, and all such counterparts will be construed together and will constitute one Agreement.
- o. **Modification; Subsequent Terms.** No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by a duly authorized signatory of Company and Customer. To the extent that the terms and conditions of the Exhibits hereto or Exhibits to subsequent amendments or modifications of or to the Agreement differ from those herein, those subsequent terms will control the interpretation and any conflict resolution thereof.
- p. **Entire Agreement; Amendment.** This Agreement, including the Exhibit(s) attached hereto, constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes (a) all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements, and communications, whether oral or written, between the parties relating to the subject matter of this Agreement; and (b) all past courses of dealing and industry custom.

IN WITNESS WHEREOF, the parties have caused this Services and Hosting Agreement to be executed by duly authorized representatives of the parties as of the Effective Date.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

COURSEDOG, INC.

DocuSigned by:
Justin Wenig
By: _____
DD01CD7269BE489...
Name: Justin Wenig
Title: Co-Founder & Chief Executive Officer
Date: 5/25/2023

EXHIBIT A: SERVER PROGRAMS, SERVICES, LICENSE, & SERVER FEES

14. Server Programs. The following software products will be included in the Server Programs. Please refer to the attached Statement of Work for in depth information on each product and the integrations associated as well as Section 16 for additional information about pricing and payment terms. Five (5) years are included in the table for convenience and are only applicable based on the Initial Term in Section 12:

Representative Payment Schedule

Product Name	Included? (Y/N)	Annual Recurring Service Fee(s)				
		Year 1	Year 2	Year 3	Year 4	Year 5
Class Scheduler	Y	\$55,254	\$55,254	\$55,254	\$55,254	\$55,254
Event Scheduler	Y	\$23,680	\$23,680	\$23,680	\$23,680	\$23,680
Catalog Management	Y	\$19,160	\$19,160	\$19,160	\$19,160	\$19,160
Demand Analytics	Y	\$48,989	\$48,989	\$48,989	\$48,989	\$48,989
Service Start Date		05/31/23	05/31/24	05/31/25	05/31/27	05/31/28
Service End Date		05/30/24	05/30/25	05/30/26	05/30/28	05/30/29

*Client has opted for an upfront payment of fees further detailed in section 16.C

**Year 6 to renew annually at the annual price of \$147,082 with subsequent annual renewals with 5% annual uplift or client may opt-in for another upfront payment agreement.

15. Services. Company will provide certain installation, implementation, and training Services as follows:

- a. Company will install the Server Programs on standard specified systems, such installation to include the following types of tasks: (i) integration with the campus single sign-on (SSO) techniques and databases, and (ii) set up and deployment, creation of workflows to match campus processes.
- b. Company will implement the solution, which includes the following types of tasks: (i) adjusting the Server Programs to Customer's formatting, (ii) providing output formats and rules, (iii) providing data entry forms, (iv) supporting on-screen presentation of structured information, (iv) depending on Customer's choice of deployment options, either deployed support or hosted support of the solution, for the initial delivery period not to exceed 12 months, (v) while Company typically performs a wide range of customization, the scope and depth of customization is at Company's sole discretion.
- c. The Company has a remote train-the-trainer model for End User roll-out and broader adoption beyond the Customer's implementation team/resources. This translates to the Company providing deep, consultative training and implementation strategy support during the initial onboarding experience (i.e. functional/staff leads are trained on the Server Programs and configuration settings in tandem with the configuration/implementation sessions). Typically, the implementation sessions include at least 9 hours of in-app configuration training. Once the implementation and testing periods are concluded the Customer's implementation team should be fully trained on all aspects of the Service and able to administer training and roll-out for the broader base of End Users independently. As part of the onboarding process the Company will provide the institution with user training guides, assets and access to our external knowledge base in order to facilitate End User enablement.

16. Implementation; Service Fees; Discounts.

- a. **Implementation Fee(s):** a one-time upfront \$80,048 fee.
- b. **Annual Service Fee(s):** annual payment in accordance with the schedule in Section 14. The Service shall be delivered as of the Effective Date and each Year in the schedule represents a service period starting from the Effective Date.
- c. **One-Time Discounts:** The Annual Service Fee will be discounted 20% (upfront payment discount) resulting in a savings of \$147,082 for the Initial Term (5 years) for California Community College District Flagship Partnership. For avoidance of doubt, the Total Contract Value of this agreement is \$815,460, however, the customer will be invoiced in the amount of **\$668,337**.
- d. All payments are due within the later of: (i) thirty (30) days of the Effective date and each subsequent annual anniversary, or (ii) thirty (30) days after Customer's receipt of an invoice from the Company.

EXHIBIT B: TECHNICAL SUPPORT & HOSTING SERVICE LEVEL AGREEMENT

This Exhibit B describes the hosting services, installation assistance, and software maintenance and support services that Company will provide for Customer.

17. Other Exhibit B Definitions.

- a. **“Error”** means any failure of the Server Programs or the Service, as applicable, (i) to conform in any material respect with the Documentation.
- b. **“Error Correction”** means a bug fix, patch, or other modification or addition that brings the Server Programs or the Service, as applicable, into conformity with the Documentation.
- c. **“Priority A Error”** means an Error that renders the Server Programs or the Service, as applicable, inoperative or causes a complete failure of the Server Programs or the Service, as applicable.
- d. **“Priority B Error”** means an Error that substantially degrades the performance of the Server Programs or the Service, as applicable, or materially restricts Customer’s or any End Users’ use of the Server Programs or the Service, as applicable.
- e. **“Priority C Error”** means an Error that causes only minor impact on Customer’s or any End Users’ use of the Server Programs or the Service, as applicable.

18. Error Reporting and Resolution.

- a. **Error Reporting.** Company will provide Customer with a support ticket submission help center for customer support that will be monitored and responsive by Company support resources during normal business hours (8:30 AM to 5:30 PM CST) for the reporting of Errors, excluding nationally recognized holidays.
- b. **Service Error Resolution.** Customer will report all Errors in the Service to Company in sufficient detail, with sufficient explanation of the circumstances under which the Error occurred or is occurring, and will reasonably classify the Error urgency using Company Priority designations (Urgent, High, Medium, Low). IT requirements are low with some hours during implementation on field mapping, SSO and integration testing. After launch updating SSO tokens and redirects is needed is largely the only need for IT resources. Company will use commercially reasonable efforts to correct any Error in the Service reported by Customer in accordance with the priority level actually assigned by Company.
- c. **Priority A Errors.** In the event of a Priority A Error in the Service, Company will, within one (1) hour of receiving Customer’s report, confirm response and begin verification of the Error. Upon verification, Company will use commercially reasonable efforts to provide a workaround for the Service Error within twenty-four (24) hours after receiving Customer’s report of such Error, and an Error Correction within forty-eight (48) hours of receiving Customer’s report. In the event Company requires additional time to correct the Service Error, Company will promptly notify Customer of such and Company and Customer will use their best efforts to determine a mutually agreeable approach to resolving such Error. Company will provide Customer with periodic reports on the status of the Service Error Correction.

- d. **Priority B Errors.** In the event of a Priority B Error in the Service, Company will, within four (4) hours of receiving Customer's report, commence verification of the Error. Upon verification, Company will use commercially reasonable efforts to provide a workaround for the Service Error within forty-eight (48) hours after receiving Customer's report of such Error and an Error Correction within seventy-two (72) hours of receiving Customer's report. In the event Company requires additional time to correct the Service Error, Company will promptly notify Customer of such and Company and Customer will use their best efforts to determine a mutually agreeable approach to resolving such Error. Company will provide Customer with periodic reports (no less frequently than once every eight (8) hours) on the status of the Service Error Correction.
- e. **Priority C Errors.** In the event of a Priority C Error in the Service, Company will, within one (1) business day of receiving Customer's report, commence verification of the Error. Upon verification, Company will use commercially reasonable efforts to provide a workaround for the Service Error within seventy-two (72) hours after receiving Customer's report of such Error. Error Corrections for Priority C Errors will be Error Corrected via the Company's standard release / development cycle. In the event Company requires additional time to correct the Service Error, Company will promptly notify Customer of such and Company and Customer will use their best efforts to determine a mutually agreeable approach to resolving such Error. Company will provide Customer with periodic reports on the status of the Service Error Correction.

19. Hosting. Customer acknowledges that, as of the Effective Date, the Services provided by Company will be performed within the hosted Company Amazon Web Services account environment. In any event, Company will ensure that the Service and all Server Programs will be hosted and operated in a secure fashion and will be available no less than ninety-nine and five-tenths percent (99.5%) of the time (exclusive of scheduled downtime and maintenance), based on a monthly rolling average. Upon learning of any Service interruption, Company will devote all available resources to remedying such interruption. Company will provide Customer with prompt notice of any Service interruption or potential Service interruption, as well as periodic updates during any Service interruption regarding Company's progress in remedying that interruption and the estimated time in which the Service will be restored to normal, uninterrupted operation. Company's obligations under this Section III will be in addition to and exclusive of any of Company's Error resolution obligations hereunder.

Coursedog

Statement of Work

San Bernardino Community College District

1. Preamble	2
2. General Description	2
3. Project Scope and Requirements	2
Application Scope: General	2
Notable Out of Scope: General	2
Application Scope: Course Scheduling	3
Notable Out of Scope: Course Scheduling	3
Application Scope: Event Scheduling	3
Notable Out of Scope: Event Scheduler	3
Application Scope: Catalog Management	4
Notable Out of Scope: Catalog	4
Application Scope: Course Demand Projections	5
Notable Out of Scope: Course Demand Projections	5
Application Scope: Academic Operations Analytics	5
Notable Out of Scope: Academic Operations Analytics	6
Integration Scope	6
Notable Out of Scope: Integration	7
Administrator Single Sign-On (SSO)	7
4. Implementation Methodology & Timeline	7
Coursedog Responsibilities	7
Customer Responsibilities	8
5. Training	8
6. User Acceptance Testing (UAT)	8
7. Post Go -Live Support	8
8. Professional Services	9
9. SBCCD Signature	9

1. Preamble

This Statement of Work (SOW) defines the Implementation of the services defined in the Coursedog Contract. All statements of fact contained in this Statement of Work are subject to the terms and conditions set forth in those documents.

2. General Description

The Class Scheduling module enables institutions to enforce scheduling rules, optimize room assignments, and build better schedules for students and campuses. This allows administrators and department schedulers to easily build, update, and maintain schedules, instructor preferences, and room assignments.

The Events module enables institutions to streamline the event request process with configurable forms and empowers users to easily manage their public facing events calendar. Institutions can manage risk and communications with automatic notifications, approvals, and room assignments.

The Curriculum module enables institutions to manage their course and program inventory alongside their curriculum proposal processes. This includes course & program templates, forms, and approval workflows.

The Catalog module empowers users to easily manage their public facing catalog. Administrators will be able to easily maintain the catalog, manage change proposals, and maintain previous years catalogs.

3. Project Scope and Requirements

Application Scope: General

- A separate Staging instance for implementation and ongoing testing alongside a live production system for each purchased product.
- Train the Trainer Training - See Section 5.
- User Acceptance Testing (UAT) - See Section 6.
- Continuous feature releases to our application suite.
- Access to Coursedog [help center](#).
- [Role Based Access Control](#) across products.
- Unlimited users across products.
- One time clone from staging to production as a part of your implementation. No other data clones are within scope.
 - Clones of requests/proposals and any integrated entities (courses & programs) are out of scope.

Notable Out of Scope: General

- Accessibility is a key aspect of the Coursedog user experience. As such Coursedog has a full time UX designer that reviews all changes for usability and accessibility. Due to the complex nature of the application Coursedog prioritizes WCAG 2.11 compliance for public facing pages (i.e. catalog, events site). We will continue to invest in getting to full compliance of the Admin facing pages (i.e. configuration screens, approval screens).
- Coursedog strives to match your existing data, catalog, change forms, approval workflows, etc. However, sometimes this isn't fully possible when we convert to the Coursedog application and schema. Coursedog does not guarantee that the import of these items will be a one to one match.
- Native mobile application(s) or mobile-ready admin applications (e.g. IOS, android)

- Custom reporting beyond what is provided out-of-the-box within the Coursedog application. Additional reporting needs can be accommodated via custom scoping as a part of our standard change request process.

Application Scope: [Course Scheduling](#)

- Scheduling [Policies](#) & [Workflows](#) as defined in the attached links.
- Instructor Preference Forms as defined [here](#)
- Room [Optimization](#)
 - Section Optimizer functionality is heavily dependent on the institution's SIS and the cleanliness of the data therein. Effort related to the configuration of the Section Optimizer will be outlined during the discovery phase of the implementation.
 - Coursedog recommends using the platform for at least one scheduling cycle before heavily configuring and relying on the Section Optimizer to perform assignments.
- Schedule Reporting and Analytics as defined [here](#)
*Coursedog requires accurate enrollment data from the SIS for certain canned reports (i.e. enrollment utilization).

Notable Out of Scope: Course Scheduling

- Consultation on the Exam or Time Optimization features. Documentation on these features can be found in our external knowledge base –Freshdesk.
- Section Rollovers (including Relationship Rollovers). Coursedog recommends continuing to perform section rollovers within your SIS due to complex data dependencies.

Application Scope: [Event Scheduling](#)

- Ability to upload historical events data from your existing events platform using Coursedog-provided CSV templates, and SIS integration for Rooms.
- Event Forms & Workflows
- Calendar Views and ability to save filters
- Master public calendar
- Public facing responsive (mobile) site that is [ADA compliant \(WCAG 2.1\)](#)
- [Resource PDFs, Checklists and other Built-in Reports](#)

Notable Out of Scope: Event Scheduler

- Ability to book events from Gsuite, Outlook, or other undefined calendar providers
- Room relationships, service ticketing for resources, or user attendance tracking

Application Scope: [Catalog Management](#)

- Catalog Forms, Policies, and Approval Workflows as defined [here](#)
- Coursedog supports [Google Fonts](#) and custom fonts
- Public Facing responsive (mobile) Catalog that is [ADA compliant \(WCAG 2.1\)](#)
- Course and Program Data will be pulled through the integration into the Coursedog Curriculum Database Templates
- Migration of historical catalog(s) via any of the following:
 - PDF or external link embed on a dedicated, custom page
 - Ingestion of historical course & program data that can then feed historical catalogs in-app

Notable Out of Scope: Catalog

- Default images are not provided (e.g. icons, program images). Client must provide during the implementation.
- Coursedog provides a set of tools that enables you to create your catalog user interface & manage its content. However, changes to website settings, such as color schemes, fonts, or custom CSS are out of scope, as are any formatting or design-related work. If of interest, these services will require custom scoping as a part of our standard change request process.
- Migration of custom (i.e. non-Course/Program) pages from historical & current catalogs into the Coursedog app.
- Any Coursedog Curriculum Management functionality beyond Course and Program Templates are not included without purchase of the Curriculum Management module.

Application Scope: [Course Demand Projections](#)

- Coursedog will extract all the necessary degree audit and historical data to generate course demand projections at the course and section levels for an upcoming term.
- Reporting through the Application will be provided for:
 - Seats offered vs actual enrollments, identifying overfilled and underfilled courses
 - Historical demand overall and at the course level
 - Seats and enrollments at the section-level
- Coursedog will provide schedule modification recommendations based on projections, such as where to add or remove sections and seats
- Insights on time conflicts based on student level data
- Auto-generated pathways
- CDP-based rules in Class Scheduling

Notable Out of Scope: Course Demand Projections

- Student and adviser facing portal
- Enrollment monitoring
- Student preference/intent forms
- DEI data and insights
- Identification of at-risk students

Integration Scope

- Coursedog provides an integration with the student information system (SIS).
 - Coursedog commonly works with third party partners for the SIS API integration. If applicable for your institution, review the below documentation for minimum requirements and specs:
 - For Banner and Jenzabar Student Information Systems, we work with N2N, which provides our integration middleware: [N2N Docker Requirements for on premise solutions](#).
 - For Colleague (Non-Ethos) institutions please review the [requirements found on this page](#), specifically in preparation for technical kickoff
 - If you are a Peoplesoft institution, please review the [requirements and installation guide on this page](#).
- The Colleague-Ethos Integration Specifications document (attached in the linked article below) outlines the methodology, minimum requirements, and full scope of the integration, including all the in-scope entities and fields and their associated support. It is the responsibility of the institution to review the integration specs and make note of any school-specific deviations, customizations, or outside scope

fields of interest. Fields not listed here will be considered out of scope of the integration and integration support for them will require custom scoping as a part of our standard change request process.

- [Ellucian Colleague Integration Overview](#)
- Coursedog assumes that the institution's SIS version/state has been fully configured/implemented and requires this to be the case prior to project kickoff.
- For customers leveraging Ethos, Coursedog assumes that Ethos has been fully configured and is ready for use by external parties; these requirements are a prerequisite to the provision of Coursedog deployment resources.
- Nightly merges execute daily between 1AM and 7AM EST to keep data in sync between Coursedog and the SIS. Coursedog cannot guarantee successful merges if the SIS is down during this period.
- Coursedog supports a one-time data import via CSV for each un-integrated entity or piece of data. These imports are particularly helpful for mass importing data for which Coursedog will be the system of record (e.g. learning outcomes). It may not be used as an initial data load while waiting for the integration to be stood up.
 - Coursedog will provide an import template (i.e. CSV). Use of an alternative template will require custom scoping as a part of our standard change request process.
 - Coursedog's SLA for uploading data is up to 2 weeks.
 - Beyond the initial upload(s), data must be maintained in either the SIS and/or Coursedog. Additional uploads will require custom scoping as a part of our standard change request process.
 - Coursedog provides one upload per term for customers leveraging a CSV -only approach to integration, in addition to the standard one initial upload per entity. These uploads must make use of the Coursedog -provided CSV templates.
- Coursedog supports a Parent / Child Implementation approach for multi -school SIS configurations.
 - Coursedog assumes school specific data, such as courses and sections are appropriately configured to be associated by department within the institution.

Notable Out of Scope: Integration

- API Developer Support beyond the baseline Coursedog SIS integration packages referenced above.
- Consultation on institution -owned Student Information System data maintenance, integrity, organization, and nuances. Services to this end may be purchased for an additional fee and will require a separate SOW.
- Configuration of SSO-based role mapping is possible, but will incur a fee and require a separate SOW.
- Facilitation of additional integrations beyond the initial SIS version/state provided at the outset of implementation is out of scope. Should your institution migrate to a new SIS provider, version, or state that impacts the existing integration with Coursedog, it is the institution's responsibility to provide notice to Coursedog (+90 days); a new integration will require custom scoping as a part of our standard change request process.

Administrator Single Sign -On (SSO)

Institution responsible for admin user integration. Coursedog scheduler allows for the Institution to enable single sign-on between their systems (e.g., admin portal) and Coursedog scheduler. There are a few mechanisms by which SSO can be implemented and the customer may choose one:

- CAS
- SAML - IDP First protocol

The Institution is responsible for the design, development, testing, and implementation of their choice of SSO. Coursedog's role in SSO configuration is limited to exchanging metadata and configuring the Coursedog SSO instance. We will map to required fields as outlined in our technical [documentation](#).

4. Implementation Methodology & Timeline

The deployment process, sampled below, has defined roles and responsibilities for both Coursedog and the institution. The methodology for achieving the scope of work considered in this document includes a fixed number of training sessions in addition to broad milestones. Upon completion of all of the outlined milestones and the application's presence in an accessible production environment, the associated application(s) will be considered validated and quality assured to the best of Coursedog's ability, and officially "deployed" (or "launched") for use. Feature requests, enhancements, or customizations raised during User Acceptance Testing that exceed the original scope will not be grounds for delay of UAT completion, but can be considered for inclusion post-launch via the change request process referenced below (see Section 8 –Services).

Coursedog Responsibilities

- Assign a dedicated Project Manager (PM), who will steward the project, own its ultimate success, and partner with your institution to solidify project timeline and sequencing in the case of multiple products.
- Assign a Data Engineer (DE) to steward the technical integration between your SIS and Coursedog.
- Provide guidance to the institution's technical & functional resources working on the implementation.
- Assist the Customer with testing and validating the platform.
- Offer "train the trainer" support in planning for broader end user roll-out.

Customer Responsibilities

- With Coursedog's guidance, complete preparatory resources that are a prerequisite to initiating integration & configuration, in particular the System Survey and Pre-Kickoff Checklist, by August 08 2023 for an estimated kickoff in August 29th 2023 (Pending contract signature date 5/31/23)
- Identify & allocate internal resources including an executive sponsor, a project manager, and technical and functional leads:
 - PM owns overall project management, timeline coordination, assignment of internal responsibilities, ensuring engagement of required personnel, and serving as a voice for the customer (at least 50% FTE)
 - Functional leads with sufficient business knowledge to inform configuration decisions (30% FTE)
 - Technical that can provide proper guidance on integration of Coursedog with your SIS (30% FTE for first ~month of deployment)
- Jointly test functionality in the platform prior to launch and provide feedback as needed.
- Gather, document, and provide robust business requirements.
- Remain sufficiently engaged throughout the duration of the implementation by attending needed calls and completing institution-owned tasks. If a competing priority, resource constraint, or other issue arises resulting in 3+ weeks of institution-side dis-engagement, the project may be placed on hold.
- Facilitate end-user training with a "train the trainer" model support from Coursedog. See Section 5 below.

5. Training

Coursedog has a train-the-trainer model for end user roll-out and broader adoption beyond the institution's implementation team/resources. This translates to the Coursedog professional services team providing deep, consultative training and implementation strategy support during the initial onboarding experience to go-live. Once the implementation and testing periods are concluded, the institution's implementation team should be fully trained and equipped on all aspects of the application(s) and able to administer training and roll-out for the broader base of end users independently. Coursedog will not be responsible for training end users beyond the immediate implementation team. On-site training is out of scope of this immediate SOW.

6. User Acceptance Testing (UAT)

User Acceptance Testing (UAT) is a vital step for the success of any software implementation. Coursedog will provide a testing template and overview of the process to the functional lead. Coursedog recommends including end users and functional staff in the testing process to reinforce training and provide feedback for a successful launch. It is ultimately the responsibility of the institution to complete the testing process to the satisfaction of the institution before the official launch.

7. Post Go -Live Support

Post go-live your institution will be supported by both a named Customer Success Manager and our technical support team.

8. Professional Services

For any additional services required during implementation that are either not explicitly listed as in scope of this SOW or as explicitly out of scope, customers may leverage Coursedog's Change Request Process, which evaluates and scopes each request uniquely, and will provide an hours -based estimate of the required services at a rate of \$300/hr. Execution of change requests remains at Coursedog's discretion. Adoption of a custom request will result in a separate Statement-of-Work.

9. SBCCCD Signature

I have read the above and agree with the terms outlined:

By: _____

Signatory, Title

San Bernardino Community College District

Date: _____