

# CollegeBuys Master Services Agreement



Agreement No. 00006415

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

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

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

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

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## THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

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### SUPPLIER

By: 

Print Name: Kiran Kodithala

Title: President and CEO

Date: Nov 14, 2022

### FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

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

Print Name: Jorge J.C. Sales

Title: Vice President of Program Development

Date: Nov 14, 2022

### SUPPLIER – second signature if applicable

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES – signature 2 if applicable

By: 

Print Name: Joseph Quintana

Title: Chief Operating Officer

Date: Nov 14, 2022

**EXHIBIT A**  
**(Master Services Agreement)**

**RECITALS**

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

## **EXHIBIT B**

### **(Master Services Agreement)**

#### **TERMS AND CONDITIONS**

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

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

## 11. Special Provisions.

### a. Promotion.

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

### b. Quarterly Fees & Reporting.

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

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

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

**EXHIBIT C**  
**(Master Services Agreement)**

**SPECIAL TERMS AND CONDITIONS**

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

## TECHNOLOGY INFRASTRUCTURE

### 1. **Definitions.**

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

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

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

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

### 4. **Security Updates.**

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

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

6. **Data Sharing.**

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

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

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

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

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

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

13. **CCPA Obligations.**

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

## ADA Section 508 Compliance Certification

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

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

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

**N2N SERVICES, INC.**

By:  Date: Nov 14, 2022

Print Name: Kiran Kodithala Title: CEO

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

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

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

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

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

**OPTION #2 - CERTIFICATION**

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

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

**OPTION #3 – EXEMPTION**

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

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

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

**EXHIBIT D**  
**(Master Services Agreement)**

**NOTICES**

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

**FOUNDATION:**

Foundation for California Community Colleges  
CollegeBuys Program  
1102 Q Street, Suite 4800  
Sacramento, CA 95811  
[cbreporting@foundationccc.org](mailto:cbreporting@foundationccc.org)

**SUPPLIER:**

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

**EXHIBIT E**  
**(Master Services Agreement)**

**GENERAL PROVISIONS**

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

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

**EXHIBIT F**  
**(Master Services Agreement)**

**PRODUCTS AND SERVICES**

**Lowest Price Commitment Certification**

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

**N2N SERVICES, INC.**

By:  Date: Nov 14, 2022

Print Name: Kiran Kodithala Title: CEO

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

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



# Master Subscription Agreement

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

The Parties hereby agree as follows:

## 1. Definitions

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

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

## 2. License

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

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

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

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

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

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

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

### 3. Term & Termination

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

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

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

## 4. Fee and Payment Terms

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

- a. Billing.** Fees and expenses incurred will be invoiced to Client on a monthly basis and are due and payable by Client within thirty (30) days of the date of the invoice, but failure to submit an invoice shall not waive such fees and expenses.
- b. Payments.** Payments of N2N invoices shall be made in the following manner:

**i. ACH Transfer**

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

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

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## ii. Mailing Checks

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

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

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

## 5. Warranties; Limitation of Liability

N2N warrants to Clients as follows:

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

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

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

## 6. Services

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

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

Failing components for issues can be:

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



# Master Subscription Agreement

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

**Please indicate your selected choice for optional payload logging:**

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

**Definitions for all support cases:**

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

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

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

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

Contact by a technician:

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

Expected resolution time by severity and failing component:

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

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

## 7. Disclaimer and Assignment

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# Master Subscription Agreement

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

## 8. Notices

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

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

Notice to Client:  
\*\*client name\*\*

Attention: \_\_\_\_\_

Street Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

## 9. Miscellaneous

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

## 10. Force Majeure.

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

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# Master Subscription Agreement

## 11. Severability

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

## 12. Governing Law

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

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



# Master Subscription Agreement

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

**Licensee: \*\*\*client name\*\*\***

**Licensor: N2N Services**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# Master Subscription Agreement

## EXHIBIT A

TO THE AGREEMENT BETWEEN  
N2N SERVICES (“N2N”)

AND

\_\_\_\_\_ (“LICENSEE”)

### Licensed Product and Fee Structure

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

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

Term	Start Date	Term	End Date

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

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

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

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

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 3063 Peachtree Ind. Blvd, Duluth, GA 30097

V2022.08[client name]



# Master Subscription Agreement

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



# Master Subscription Agreement

## Client responsibilities

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

## Conditions and Notes

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



# Master Subscription Agreement

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

**Standard and Additional Services and Fee Structure**

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

<b>Term</b>		
<b>Start Date</b>	<b>Term</b>	<b>End Date</b>

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



# Master Subscription Agreement

## Illuminate Scope of Work

### Services

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

### Client Responsibilities

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

## **EXHIBIT G**

**(Master Services Agreement)**

### **SUPPLIER COMMITMENT & PROGRAM PROMOTION**

#### **Supplier Commitment**

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

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

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

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

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

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

#### **Supplier Program Promotion**

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

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

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

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

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

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

- No cost to participate
- Non-exclusive contracts

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

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

**EXHIBIT H**  
(Master Services Agreement)

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

College Name Association Name	PO Number	Supplier Invoice Number	Invoice Amount \$	Savings \$	FCCC Admin. Fee \$
<b>TOTAL</b>	-	-			

**NOTE: Reports to be submitted in Microsoft Excel**

\*Excluding taxes, additional services and transportation

**EXHIBIT I**  
**(Master Services Agreement)**

**COOPERATIVE UTILIZATION**

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

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

**List of California Community Colleges**

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

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

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

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

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

**List of California State Universities**

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

**List of AICCU Member Institutions**

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

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

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

**EXHIBIT J**  
**(Master Services Agreement)**

**CONTRACT AMENDMENTS/MODIFICATIONS**



FOUNDATION for CALIFORNIA  
COMMUNITY COLLEGES

*www.foundationccc.org*

## AMENDED MASTER SERVICES AGREEMENT

between

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

and

N2N SERVICES, INC.

*Agreement No. 00006415*

*Amendment #01*

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

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

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


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

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

THE PARTIES HEREBY EXECUTE THIS AMENDED AGREEMENT.

N2N SERVICES, INC.  
*Salesforce #00010246*  
*Amendment No. 01*

**SUPPLIER**

By:  \_\_\_\_\_

Print Name: Kiran Kodithala

Title: CEO

Date: Sep 27, 2024

**FOUNDATION FOR CALIFORNIA  
COMMUNITY COLLEGES**

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

Print Name: Jorge J.C. Sales

Title: Vice President of Program Development

Date: Sep 26, 2024

**FOUNDATION FOR CALIFORNIA  
COMMUNITY COLLEGES**

By:  \_\_\_\_\_

Print Name: Joseph Quintana

Title: Chief Operating Officer

Date: Sep 27, 2024



## **N2N LightLeap Software Subscription Agreement**

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

### **1. Subscription Service and License**

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

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

### **2. Fees and Payment**

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

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

### **3. Term and Termination**

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

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

### **4. Intellectual Property and Data Security Standards**

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

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

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

## **5. Confidentiality**

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

## **6. Warranties and Disclaimers**

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

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

## **7. Limitation of Liability**

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

## **8. Hold Harmless and Indemnification**

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

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

## **9. Insurance**

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

## **10. General Provisions**

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

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

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

**N2N Services, Inc.**

**<<Client Name>>**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **Exhibit A: Service Description**

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

### **Key Features:**

#### **AI-Driven Search Interface:**

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

#### **Comprehensive Student Services:**

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

#### **Smart Self-Service:**

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

#### **Predictive Analytics for Student Success:**

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

#### **Customized Learning Pathways:**

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

### **Advantages of LightLeap:**

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

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

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

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

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

**Exhibit B: User Limitations**

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

# SUBSCRIPTION PLANS

**I. Exhibit C: Subscription Fees**

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

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

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

**B. Spectrum Edition Pricing**

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

**Annual Recurring Cost:** \$225,000/year

**Term Start Date:** <<Date>>

**Term End Date:** <<Date>> <sup>1</sup>

SKU	2024 – Beta Partner Pricing/Month	2025 – GA Pricing/Month
<b>AWS AI Infrastructure</b> – Persistence Layer (RDS, S3, etc) – Lambda API Gateway – NLP Models* (image processing and graphics not included) – All supporting AWS infrastructure (VPC, ECS, EC2, etc)	\$5,000	\$10,000 <sup>2</sup>
<b>Professional Services</b> – Data Integration – SIS and LMS Data Models – Nightly refresh	\$2,500	\$5,000 <sup>3</sup>
<b>API Packs (\$500 for API Pack)</b> – <i>Person Data (GET/POST)</i> – <i>Student Data (GET/POST)</i> – <i>Enrollment Data (GET/POST)</i> – <i>Registration Data (GET/POST)</i> – <i>Faculty Data (GET/POST)</i> – <i>Academic History Data (GET/POST)</i> – <i>Course Schedule Data (GET/POST)</i> – <i>Configuration Data (GET/POST)</i> – <i>Admissions Application Data (GET/POST)</i> – <i>LMS Data (GET/POST)</i>	\$5000 <sup>4</sup>	\$10,000 <sup>5</sup>
<b>Illuminate Platform Subscription</b> – Spectrum edition	\$75,000	\$90,000

<sup>1</sup> Subject to automatic renewal, unless cancelled 90-days before term end date

<sup>2</sup> Subject to revision

<sup>3</sup> Subject to revision

<sup>4</sup> Packs purchased in 10 API Pack increments

<sup>5</sup> Subject to revision

<p><b>Custom Development Resources</b></p> <ul style="list-style-type: none"> <li>- 2024 pricing \$250/hr</li> <li>- 2025 pricing \$500/hr</li> </ul>		
<p><b>Beta Partner Program</b></p> <ul style="list-style-type: none"> <li>- Position with the Customer Advisory board</li> <li>- Advisory role to recommend product features, enhancements, and roadmap priorities</li> <li>- Priority on bug fixes, rollout schedules, and GA releases</li> <li>- 3 educational institutions (1 Public, 1 Private, 1 community college, and 1 Consortia)</li> <li>- <i>50% discount in 2024</i></li> <li>- <i>25% discount in 2025</i></li> <li>- <i>15% discount in 2026 and beyond</i></li> </ul>		

### C. Wave Edition Pricing

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

**Annual Recurring Cost:** \$96,000/year

**Term Start Date:** <<Date>>

**Term End Date:** <<Date>><sup>6</sup>

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

<sup>6</sup> Subject to automatic renewal, unless cancelled 90-days before term end date

<sup>7</sup> Subject to revision

<sup>8</sup> Subject to revision

<sup>9</sup> Packs purchased in 10 API Pack increments

<sup>10</sup> Subject to revision

### D. Photon Edition Pricing

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

**Annual Recurring Cost:** \$30,000/year

**Term Start Date:** <<Date>>

**Term End Date:** <<Date>><sup>11</sup>

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

<sup>11</sup> Subject to automatic renewal, unless cancelled 90-days before term end date

<sup>12</sup> Subject to revision

<sup>13</sup> Subject to revision

<sup>14</sup> Packs purchased in 10 API Pack increments

<sup>15</sup> Subject to revision

## **Exhibit D: Insurance Requirements**

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

### **II. Minimum Scope and Limit of Insurance**

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

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

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

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

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

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

### **III. Other Insurance Provisions**

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

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

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

## **Exhibit E: Data Security Standards**

### **1. Security**

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

### **2. Return of Materials**

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

### **3. Ownership of Customer Data**

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

### **4. Data Security**

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

### **5. Nondisclosure of User Data**

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

### **6. Cooperation with Law Enforcement**

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

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

### **7. Third Party Requests**

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

### **8. Security Breach**

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

### **9. Breach Notification**

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

## **10. Indemnification by Provider**

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



FOUNDATION *for* CALIFORNIA  
COMMUNITY COLLEGES

*Benefiting, Supporting, and Enhancing  
the California Community Colleges*

1102 Q Street, Suite 4800  
Sacramento, California 95811-6549  
Toll-Free Telephone: 866.325.3222  
Facsimile: 916.325.0844

[www.foundationccc.org](http://www.foundationccc.org)

April 2, 2025

N2N Services Inc.  
3063 Peachtree Ind. Blvd  
Duluth, GA 30097  
Attn: Kiran Kodithala

**Re: Master Services Agreement #00006415  
Notification of Extension**

Dear Kiran,

Pursuant to Section 5.b. (Term) of the above-referenced Master Services Agreement (“Agreement”) between the Foundation for California Community Colleges (“FoundationCCC”) and N2N Services Inc., FoundationCCC is exercising its option to extend the Agreement for two (2) additional one (1) year periods, from November 13, 2025, to November 13, 2027. All other terms and conditions of the Agreement shall remain in full force and effect.

If you have any questions, or need additional information, please contact Jorge J.C. Sales, Executive Vice President, Enterprise and Institutional Partnerships at [jsales@foundationccc.org](mailto:jsales@foundationccc.org).

Sincerely,

**FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES**

[J.C. Sales \(Apr 3, 2025 12:58 EDT\)](#)

Jorge J.C. Sales  
Executive Vice President, Enterprise and Institutional Partnerships

Approved by:

**N2N SERVICES, INC.**

[KIRAN KODITHALA \(Apr 3, 2025 12:58 EDT\)](#)

Kiran Kodithala  
CEO

## Iran Contracting Act Verification

### (Public Contract Code sections 2202-2208)

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

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

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

#### OPTION #2 - CERTIFICATION

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

<i>Supplier Name/Financial Institution</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i> <u>KIRAN KODITHALA</u> <small>KIRAN KODITHALA (Apr 3, 2025 12:58 EDT)</small>	<i>Date Executed:</i> <b>Apr 3, 2025</b>
<i>Printed Name and Title of Person Signing:</i>	

#### OPTION #3 – EXEMPTION

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

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

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



## **Amendment No. 2: Master Services Agreement (Agreement No. 00006415) Lightleap Fraud Detection Module**

This Amendment ("Amendment") is made and entered into by and between the **Foundation for California Community Colleges** ("Foundation") and **N2N Services, Inc.** ("Supplier") pursuant to the existing **Master Services Agreement (Agreement No. 00006415)** ("Agreement"), effective as of the date of full execution by the Parties.

### **1. Purpose**

This Amendment adds the **Fraud Detection Module**<sup>1</sup> edition to the standard LightLeap Wave Software Subscription agreement on file with the Foundation, and associated tiered pricing to Exhibit F (Products and Services) of the Agreement.

### **2. Definitions**

- a. **"Small District"** shall mean an enrollment count of fewer than 5,000 FTES across the entire District, and measured annually.
- b. **"Medium District"** shall mean an enrollment count between 5,001 and 20,000 FTES across the entire District and measured annually.
- c. **"Large District"** shall mean an enrollment count of greater than 20,000 FTES across the entire District, and measured annually.
- d. **"District"** shall mean one or more institutions in the defined district administrative unit within the California Community College system.
- e. **"System"** shall mean the California Community Colleges, encompassing 73 California Community College Districts.

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<sup>1</sup> Further details are available at: <https://www.lightleap.ai/fraudulent-detection>



- f. **"Platform"** shall mean LightLeap Fraud Detection Module.
- g. **"IdVerificationAI Add-on"** shall mean the AI-Powered Document Verification add-on.

### 3. License

#### a. Features

The Platform is designed to detect, prevent, and mitigate fraudulent activities impacting admissions, enrollment, and financial aid processes. Key features include:

- AI-Based Student Profile Risk Detection
- Pattern Recognition and Fraud Ring Detection
- AI-Powered Document Verification (OCR and Forgery Detection)
- SIS and CRM Integration APIs for Fraud Elimination
- Real-Time Fraud Alerts and Notifications
- Fraud Elimination User Interface/Dashboard
- Advanced Analytics and Reporting Tools
- Administrative Portal for Manual Review and Overrides
- Seamless Integration with Illuminate Integration Platform
- Secure, FERPA-Compliant Hosting and Operations

#### b. Inclusions

The following features are included in the Platform.

- LightLeap Tenant Subscription (Fraud detection core services, risk profiles, fraud cluster analysis)
- Illuminate Integration Platform (SIS/CRM API integrations)



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- Fraud Vector Checker (Global Fraud Vectors, CCC Fraud Vectors, District Specific Fraud Detectors)
- Fraud Elimination User Interface/Dashboard (manual review, audit trails, analytics)
- Support and Maintenance (99.95% uptime SLA, technical support)

#### **4. Pricing**

##### **a. Pricing Structure (Tiered by District Size)**

Pricing for the Platform and IdVerificationAI add-on is divided into tiers associated with the size of the District. FTES is defined by the California Community Colleges Chancellor's Office Management Information Systems (MIS) Data Mart.



Component	Small Districts	Medium Districts	Large Districts	Notes
LightLeap Wave: Fraud Elimination Platform edition - LLM1, LLM2, and LLM3 Modules <b>(Bundle Discount)</b>	\$39,000/year	\$48,000/year	\$66,000/year	Full system access and support included
LightLeap Wave: Fraud Elimination Platform edition - LLM1 Module (Admissions Fraud Detection Module)	\$30,000/year	\$42,000/year	\$51,000/year	Full system access and support related to Admission Fraud Detection included
Add-on to LLM1: LLM2 Module (Registration Fraud Detection Module)	\$12,000/year	\$15,000/year	\$24,000/year	
Add-on to LLM1: LLM3 Module	\$12,000/year	\$15,000/year	\$18,000/year	



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(Financial Aid Fraud Detection Module)				
<b>IdVerificationAI Add-on</b>	Up to 2,000 documents (\$3,660)	Up to 5,000 documents (\$9,150)	Up to 10,000 documents (\$18,300)	Additional verifications at \$1.83/document



**b. Volume Purchase Option for the System<sup>2</sup>**

The System may elect to purchase LightLeap: Fraud Detection Platforms (LLM1, LLM2, LLM3 Bundle<sup>3</sup>) in volume on behalf of participating districts, according to the following tiered structure under a shared contribution model that maximizes availability to all colleges:

<b>Tier</b>	<b>Number of Participating Districts</b>	<b>Discount Applied to Annual Platform (LLM1, LLM2, LLM3 Bundle) Price</b>	<b>Net Annual Cost per District</b>	<b>System Annual Contribution<sup>4</sup> on behalf of All Districts</b>	<b>District Annual Contribution (Per College)<sup>5</sup></b>
1	30 Districts	9% Discount	\$43,680	\$1,310,400	\$3,000
2	60 Districts	12% Discount	\$42,240	\$2,534,400	\$3,000
3	73 Districts	15% Discount	\$40,800	\$2,978,400	\$3,000

<sup>2</sup> Or any other affiliate of CCC authorized to purchase on behalf of CCC Colleges/Districts

<sup>3</sup> LLM1 (Admissions Fraud Detection Module) may be deployed at the CCC Apply layer, with the CCC Tech Center integrating LLM1 into the CCC Apply workflow. LLM2 (Registration Fraud Detection Module) and LLM3 (Financial Aid Fraud Detection Module) implementation will be facilitated by N2N directly with Participating Districts. Volume Purchase Option for the System is valid when executed as an amendment to the existing California Virtual Campus Agreement for Services No. N2N-CVC-25-30 between N2N Services, Inc. and Foothill-De Anza CCD for the duration of that and any successor agreements.

<sup>4</sup> Volume discount only applies if System purchases all the related subscription in the related tier in bulk

<sup>5</sup> The System Annual Contribution is separate from the District Annual Share for each Participating District, priced at \$3,000 per College.



Volume Purchase Option includes 1,500 IdVerificationAI documents for each participating district. Activation of the IdVerificationAI documents is at the discretion of the System (i.e. the Agency overseeing Volume Purchase Option for the System). Additional document verifications in excess of 1,500 documents sought by any district can be purchased by any district for \$1.83 per document. **Assumptions:**

- Pricing is calculated using the **Medium District** base annual subscription price of **\$48,000<sup>6</sup>**.
- The "Total Annual Cost" is shown for the **maximum** number of districts in each range.
- Volume discount applies **only** to the Platform (Tenant Subscription + Integration APIs + UI/Dashboard).
- Volume Purchase Option pricing shall not increase for a period of three (3) years, from July 1, 2025, through June 30, 2028.

**Notes:**

- To take advantage of the tiered pricing, the number of Districts must meet the minimum number of Districts for that tier.
- If fewer Districts participate than the maximum of each tier, the total cost will not change for that tier once the Chancellor's office<sup>7</sup> leverages the volume discount option.

**c. Additional Notes**

- Document verification counts reset annually; unused documents do not roll over.

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<sup>6</sup> This provides additional discounts for bulk purchase of the full platform (all three modules) as there are more large districts than small districts in CCC

<sup>7</sup> Or any other affiliate of CCCCCO authorized to purchase on behalf of CCC Colleges/Districts



## **5. Quarterly Administrative Fee**

Exhibit B, Section 11.b.i (Quarterly Administrative Fee) of the Agreement is hereby amended to read, “Supplier shall pay Foundation a quarterly administrative fee in the amount of 3% of the total purchase invoice, less taxes, additional services (excluding included services) and transportation for all purchases of Participating Agencies under said Master Agreement...”

## **6. Term**

Subscription license terms under this agreement shall be determined by the Participating Agency, if funded locally. If Volume Purchase is selected, the subscription license term shall be from July 1, 2025, through June 30, 2026, with options to extend, upon mutual consent of Foundation and Supplier, for two (2) additional one (1) year periods (“the Extended Term”), with no price increase.

## **7. Effect of Amendment**

Except as expressly modified by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.




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

**N2N Services, Inc.**

**Foundation for California Community Colleges:**

Signature: 

Signature:   
J.C. Sales (May 16, 2025 12:51 PDT)

Name: Kiran Kodithala

Name: Jorge J.C. Sales

Title: CEO

Title: Executive Vice President, Enterprise and Institutional Partnerships

Date: 05/16/2025

Date: 05/16/2025

**Foundation for California Community Colleges:**

Signature: 

Name: Joseph Quintana

Title: Chief Operating Officer

Date: 05/16/2025



## **Vendor Risk Opinion**

**Vendor:** N2N Services, Inc.

**Client:** Foundation for California Community Colleges

**Client Information****Company:** Foundation for California Community Colleges**Contact Name:** Adam DeBow**Job Title:** Deputy General Counsel**Email:** adebow@foundationccc.org**Partner****Company:** ProCircular, Inc.**Contact Name:** Michael Johnson**Secondary Contact:** Keegan Paisley**Job Title:** Senior GRC Analyst**Job Title:** GRC Associate**Email:** mjohnson@procircular.com**Email:** kpaisley@procircular.com**Vendor Reviewed Information - URL****Review Date**N2N Services, Inc. - <https://www.n2nservices.com/>

06/11/2025

## 1. Summary Analysis

N2N Services, Inc (N2N)'s offerings of Illuminate and LightleapAI serve as an API building interface and fraud evaluation service respectively. N2N leverages third-party security assessments for their web applications. Additionally, these services hold SOC2 certifications. The data processed by these tools is not stored in the product, but on the institution's information systems. While the overall risk for the vendor is Low, considerations should be made for protections of sensitive data being stored internally.

## 2. Overall Vendor Risk

Low

## 3. Type(s) of Data Handled

PII

## 4. Was an Executed Questionnaire Provided?

a. Questionnaire type & version: HECVAT v4.03

i. Date executed: 04/23/2025

ii. Product: LightleapAI

b. Questionnaire type & version: HECVAT v4.03

i. Date executed: 02/28/2025

ii. Product: Illuminate 3.8.x

## 5. Supporting documentation provided:

a. No additional documents

## 6. Significant Breaches Recently (Declared)?

a. None

## 7. eDiscovery (publicly available data on breaches, lawsuits, compliance issues, etc.)

a. SEC Filings

i. [Form D \(2018\)](#)

b. Found no evidence of publicly disclosed breaches in the last five years

- c. Found no evidence of any involvement in lawsuits or complaints in the last five years

## 8. Notes

- Most recent SEC filing is 2018
- Many lawsuits related to N2N Global, Inc and N2N Connect; completely unrelated organizations
- Public privacy policy - <https://www.n2nservices.com/privacy-policy>
- It is assumed that the date provided in the HECVAT for Illuminate (20/28/2025) is intended to be 02/28/25
- Lightleap and Illuminate do not store PHI or Payment Card Information (PCI), does have access to PII – data stored on institution’s systems and not Lightleap or Illuminate product
- N2N noted SOC2 Certification and ‘periodic’ external network and web app security tests conducted by a third party
- SSO integration for Lightleap, Illuminate does not support
- Lightleap tenants with sensitive information are scrubbed or turned off to remove sensitive information

# Your *People-First* Cyber Partner



## WHO WE ARE

ProCircular is a cybersecurity and compliance firm providing realistic, actionable, and expert guidance to organizations looking to improve their security readiness, meet regulatory commitments, and address the ever-changing landscape of cyber threats.

It's okay if you don't know what you need or aren't sure where to start. Together, we'll help you identify the best solution for your business - when you're ready - regardless of the obstacles you face, budget you must adhere to, or the goals you want to achieve. There's more than one way to tackle cybersecurity and we want to do it right.

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- Cyber Consulting
- Governance & Compliance
- Security Monitoring
- Education & Training

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COMMUNITY COLLEGES  
*www.foundationccc.org*

**AMENDED MASTER SERVICES AGREEMENT**  
**between**  
**THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES**

**and**  
**N2N SERVICES, INC.**

*Agreement No. 00006415*  
*Amendment #03*

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

**WHEREAS**, the parties now wish to modify the terms of the Agreement, (1) to add additional product modules to Exhibit F (Products and Services) and Exhibit C of the LightLeap Software Subscription Agreement (Subscription Fees), previously incorporated, and (2) to update the product name for the existing LightLeapAI Fraud Detection Module to “Orion.” All capitalized terms not otherwise defined herein have the meaning set forth in the Agreement. This Amendment shall be effective as of the date of full execution by the parties.

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

**1. Amendment to Exhibit F (Products and Services).**

Exhibit F is hereby amended to add the following LightLeapAI modules and associated summaries. These additions shall be deemed incorporated into Exhibit F as if fully set forth therein.

<b>Module</b>	<b>Summary of Functionality</b>	<b>Primary Outcomes</b>
Aether – Conversational OS	Unified conversational layer that authenticates users and routes requests to LightLeapAI modules. Supports chat, voice, SMS, and agent hand-off with auditable transcripts.	Single entry point, lower support costs, faster time-to-answer, improved CX.

N2N SERVICES, INC.  
Salesforce #00012748  
Amendment No. 03

Polaris – Student Services	AI-powered triage and case orchestration for student requests (advising, financial aid, registrar). Eligibility checks, queueing, automated responses, and SLA tracking.	Reduced wait times, equitable support, higher student satisfaction and retention.
Prism – Document Intelligence	OCR and structured text extraction for transcripts, applications, and supporting docs; entity recognition and insight generation; human-in-the-loop verification.	Faster evaluations, higher accuracy, automated compliance artifacts.
Atlas – Data Quality & Migration	Cleansing, schema mapping, and pipeline orchestration to move data between SIS/ERP/LMS, with anomaly detection and recommendation engine (“juicer/denoiser”).	Lower migration risk, improved data quality, accelerated integrations.
Orion – Fraud Intelligence (renamed)	Formerly “LightLeapAI Fraud Detection Module.” Real-time risk scoring, pattern detection, and alerts across applications, payments, and identity events.	Reduced loss, fewer false positives, rapid investigation workflows.

## 2. Product Name Update.

All references in the Agreement, its Exhibits, and any Amendments, to the “LightLeapAI Fraud Detection Module” are hereby updated to “Orion – Fraud Intelligence.” This is a nomenclature change only and does not modify scope or pricing previously approved for the fraud module, unless expressly revised in this Amendment.

## 3. Amendment to Exhibit F, LightLeap Software Subscription Agreement, Exhibit C (Subscription Fees).

Exhibit C of the LightLeap Software Subscription Agreement, previously incorporated in Exhibit F of the Agreement, is hereby amended to include the following pricing schedules for the added modules.

This modification is made in compliance with Cal. Pub. Cont. Code § 20661(a)(2) and Cal. Code Regs., Title 5, § 59131(b). Supplier certifies that these added products and services comply with the “Lowest Price Commitment Certification” included in Exhibit F of the Agreement.

**Aether – Conversational OS**

<b>Edition</b>	<b>Annual Subscription (List)/College</b>	<b>FoundationCCC Discount</b>	<b>Scale<sup>1</sup></b>	<b>One-Time Implementation</b>
Photon (Starter)	\$15k /year	[15%] off	Up to 5,000 students	\$12,000
Wave (Standard)	\$25k/year	[15%] off	5,000 – 10,000 students	\$18,000
Spectrum (Enterprise)	\$30k/year	[15%] off	More than 10,000 students	\$21,000

**Polaris – Student Services**

<b>Edition</b>	<b>Annual Subscription (List)/College</b>	<b>FoundationCCC Discount</b>	<b>Scale<sup>2</sup></b>	<b>One-Time Implementation</b>
Photon (Starter)	\$21k /year	[15%] off	Up to 5,000 students	\$12,000
Wave (Standard)	\$30k/year	[15%] off	5,000 – 10,000 students	\$18,000
Spectrum (Enterprise)	\$39k/year	[15%] off	More than 10,000 students	\$21,000

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<sup>1</sup> Editions scale by daily active users (DAU) across web, SMS, and voice. Includes authentication adapters and transcript archive.

<sup>2</sup> Editions scale by annual case volume and advisor seats. Includes SLA dashboard and queueing.

**Prism – Document Intelligence**

<b>Edition</b>	<b>Annual Subscription (List)/College</b>	<b>FoundationCCC Discount</b>	<b>Scale<sup>3</sup></b>	<b>One-Time Implementation</b>
Photon (Starter)	\$30k /year	[15%] off	Up to 5,000 pages	\$12,000
Wave (Standard)	\$45k/year	[15%] off	5,000 – 10,000 pages	\$18,000
Spectrum (Enterprise)	\$57k/year	[15%] off	More than 10,000 pages	\$24,000

**Atlas – Data Quality & Migration**

<b>Edition</b>	<b>Annual Subscription (List)/College</b>	<b>FoundationCCC Discount</b>	<b>Scale<sup>4</sup></b>	<b>One-Time Implementation</b>
Photon (Starter)	\$15k /year	[15%] off	Up to 5 data pipelines	\$20,000
Wave (Standard)	\$25k/year	[15%] off	5 – 10 data pipelines	\$27,000
Spectrum (Enterprise)	\$30k/year	[15%] off	10-20 data pipelines	\$36,000

**Orion – Fraud Intelligence (Renamed)**

The Fraud module pricing and terms previously approved remain in effect.

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<sup>3</sup> Editions scale by processed pages per year; overage by per-page rate. Includes model fine-tuning and reviewer console.

<sup>4</sup> Editions scale by number of systems, pipelines, and total data volume migrated. Implementation may be project-based.

**4. No Other Changes.**


Except as expressly modified by this Amendment, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

**5. Counterparts; Electronic Signatures.**

This Amendment may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one instrument. Electronic signatures shall be deemed original signatures for all purposes.

THE PARTIES HEREBY EXECUTE THIS AMENDMENT as of the Effective Date above.

**N2N SERVICES, INC.**


By:  \_\_\_\_\_

Print Name: Kiran Kodithala

Title: CEO

Date: 10/02/2025

**FOUNDATION FOR CALIFORNIA  
COMMUNITY COLLEGES**


By:  \_\_\_\_\_  
JC Sales (Oct 2, 2025 08:05:01 PDT)

Print Name: Jorge J.C. Sales

Title: Executive Vice President, Enterprise and Institutional Partnerships

Date: 10/02/2025

**FOUNDATION FOR CALIFORNIA  
COMMUNITY COLLEGES**

By:  \_\_\_\_\_

Print Name: Joseph Quintana

Title: Chief Operating Officer

Date: 10/02/2025