



Purchasing Department
 4400 University Drive, MS 3C1, Fairfax, VA 22030
 Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>

**STANDARD CONTRACT
 GMU-GL0606-24**

This Contract entered on this 2nd day of December, 2024 (Effective Date) by LEEPfrog Technologies, Inc hereinafter called “Contractor” (located at 2451 Oakdale Blvd. Suite 100 Coralville, IA 52241) and George Mason University hereinafter called “Mason,” or “University”.

I. WITNESSETH that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:

II. SCOPE OF CONTRACT: The Contractor shall provide CourseLeaf Suite of products (“Software” and “Services” as defined in Sections 1.22 and 1.23 of the SSA) specifically CourseLeaf CAT, CourseLeaf CIM and CourseLeaf CLSS **for academic course, event scheduling, course catalog and curriculum management** for George Mason University as set forth in the Contract documents.

During the term of this Contract, Contractor may issue Statements of Work (“SOW”) to modify the scope of the engagement or otherwise change the work to be performed under this Contract. All SOW’s must be on a form approved by Mason prior to the start of this Contract. Any SOW that does not conform to the pre-approved SOW form shall be void even if approved by Mason. Additionally, the SOW shall be limited to modifications to the scope of the engagement or other changes to the work to be performed under this Contract; any other terms contained in a SOW shall be void and have no effect even if approved by Mason. Other than changes to the scope of the engagement or the work to be performed under this Contract, Contractor may not change, modify, add, supersede, or remove any term from this Contract through a SOW.

III. PERIOD OF CONTRACT: Five years from the Effective Date with five (5) successive one-year renewal options at the sole discretion of George Mason University.

IV. PRICE SCHEDULE: The pricing specified in Exhibit A of the SSA this section represents the complete list of charges from the Contractor. Mason shall not be liable for any additional charges.

Ongoing Maintenance Fee	12/2/24-12/1/25	12/2/25-12/1/26	12/2/26-12/1/27	12/2/27-12/1/28	12/2/28-12/1/29
CIM Subscription Fee	\$39,633	\$39,633	\$39,633	\$39,633	\$39,633
CAT Subscription Fee	\$26,033	\$26,033	\$26,033	\$26,033	\$26,033
CLSS Subscription Fee	\$53,388	\$53,388	\$53,388	\$53,388	\$53,388
Annual Maintenance Sub Total	\$119,054	\$119,054	\$119,054	\$119,054	\$119,054
One-Time Fee	Year 1	Year 2	Year 3	Year 4	Year 5
CIM Refresh	\$21,857				
One-Time Fees Sub Total	\$21,857				
	12/2/24-12/1/25	12/2/25-12/1/26	12/2/26-12/1/27	12/2/27-12/1/28	12/2/28-12/1/29
Total Annual Cost	\$140,911	\$119,054	\$119,054	\$119,054	\$119,054

*Year 6-10 uplift will remain fixed at 3%

V. CONTRACT ADMINISTRATION: Tom Butler shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Mason Contract Administrator, however, the Mason Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.

VI. METHOD OF PAYMENT: Paymode-X, Net30. Contractor shall submit invoices directly to acctpay@gmu.edu with a copy to the Contract Administrator, Tom Butler at tbutler@gmu.edu. Invoices will be paid Net 30 after goods received, services rendered, or receipt in Mason’s Accounts Payable email box, acctpay@gmu.edu, whichever is later. Invoices must reference a Purchase Order number to be considered valid.

VII. THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):

- A. This signed Contract;
- B. Data Security Addendum (attached);
- C. CourseLeaf Services and Software Agreement (SSA) including is Exhibits and Attachments
- D. Leepfrog’s Negotiation Responses dated October 21,2024 (attached);
- E. Contractor’s proposal dated July 20, 2024(attached)
- F. RFP No. GMU-GL0606-24, in its entirety (attached).

VIII. GOVERNING RULES: This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and the “*Governing Rules*” and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.

IX. CONTRACT PARTICIPATION (GROUP/PIGGYBACK): Consistent with Section 17 of the SSA, the parties agree the intent of this Contract is to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations “Participating Entity” may access this Contract if authorized by the Contractor.

- (A) Participation in this Contract by Participating Entity is strictly voluntary.
- (B) the contract will be extended to the Participating Entities indicated above to purchase Services and Software in accordance with contract terms hereunder. As a separate contractual relationship. Participating Entity will place its own orders directly with Contractor(s) and shall fully and independently administer its use of the Contract(s) to include contractual disputes, invoicing and payments without direct administration from Mason.
- (C) For avoidance of doubt the Parties agree no notice is required by either University to Leepfrog or Leepfrog to University regarding any Participating Entity use of this Agreement and Leepfrog is free to share this Agreement with any Participating Entity, including potential Participating Entity, without notice of any type from Leepfrog to University.
- (D) No modification of this Contract or execution of a separate agreement is required to participate; and, the Participating Entity and Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals as required by the Participating Entity. Any such modification will apply solely between the Participating Entity and the Contractor as executed on the Piggyback Form.
- (E) Mason may request the Contractor provide semi-annual usage reports for all Participating Entity using the Contract, provided the usage report materially follows the Form as provided in Exhibit 4 and no more than twice within any twelve-month period.
- (F) The University shall not be held liable for any costs or damages incurred by any other Participating Entity as a result of that Participating Entity’s execution of this Agreement on a piggyback basis. It is understood and agreed that neither Leepfrog nor the University is responsible for the acts or omissions of any other Participating Entity and that Participating Entity’s piggybacked use of this Agreement.
- (G) Use of this Contract by any Participating Entity does not preclude the Participating Entity from using any other contracts or competitive processes as determined by Participating Entity.

X. STANDARD TERMS AND CONDITIONS:

- A. **APPLICABLE LAW AND CHOICE OF FORUM:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.
- B. **ANTI-DISCRIMINATION:** By entering into this Contract Contractor certifies to the Commonwealth that they will conform to the following as applicable: provisions of the
 1. Federal Civil Rights Act of 1964, as amended, as well as the
 2. Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the

3. Virginians with Disabilities Act,
4. the Americans with Disabilities Act and §§ 9&10 of the *Governing Rules*.
5. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice,
6. The organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. Contractor agrees to include the provisions of 1 above in every subcontract over \$10,000 for the Services and Software provided hereunder to University, so that the provisions will be binding upon each subcontractor, as applicable.
- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor uses industry standard bookkeeping processes and procedures to retain records, and other documents relative to Services and Software Contractor provides to Mason under this Contract. for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. At University sole expense, University, its authorized agents, and/or state auditors shall have reasonable access to and the right to examine any of said materials during said period provided Leapfrog receives thirty days prior written notice and such audit is during standard business hours.
- F. AVAILABILITY OF FUNDS: Consistent with Section 12.7 of the SSA, the parties agree that Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign and bind on behalf of such Party.
- H. BACKGROUND CHECKS: As provided in Exhibit B, Section 23 of the SSA, Contractor will perform background checks. Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex

Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.

I. CANCELLATION FOR CONVENIENCE OF CONTRACT: Consistent with Section 12.4 of the SSA, Mason reserves the right to cancel this Contract For Convenience, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor during any Ongoing Subscription/Support Services Support Term. Upon written notice of cancellation from Mason, Leapfrog shall respond as provided in Section 12.4 of the SSA. Provided Mason is current with payment and stops using the Services and Software as provided in Section 12.4, Mason shall be released from further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within thirty (30) days. Provided Leapfrog has received payment, Leapfrog will continue to provide its Services and Software including on outstanding orders issued prior to the effective date of cancellation

J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:

1. The parties may mutually agree in writing to modify the scope of this Contract.
2. Mason may request changes to the Services and Software included in this Contract at any time by written notice to Contractor and Leapfrog will respond to requested changes in a Statement of Work addressing scope, schedule and cost, if any. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:

By mutual agreement between the parties in writing.

K. CLAIMS: Both Contractor and Mason agree any contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the either party's intention to file a claim against the other shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall prevent Contractor from submitting an invoice for final payment within the agree upon terms for Services and Software after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

1. **The Contractor must submit written claim to:**

Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030

Mason must submit written claim to:

Lee Brintle, President and CEO
2451 Oakdale Blvd., Ste. 100
Coralville, IA 52241

2. The Contractor must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail their decision to the Contractor within 60 days after receipt of the claim.
4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with §55 of the *Governing Rules*.

L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.

M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with
a. All applicable state, federal, and international laws,

- b. Industry standard regulations and/or requirement, as applicable, such as the Family Educational Rights and Privacy Act (FERPA), See Section 6 of the SSA for more information. and Federal Export Administration Regulations.
 - c. Any Contractor personnel visiting Mason facilities will comply with all reasonably known Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: In conjunction with Section 6 and Section 10 of the SSA, Contractor uses industry standard process and policies designed to provide for the protection of personally identifiable information ("PII") under the control of Contractor pursuant to the Services and Software provided hereunder which is defined as information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, student or personal identification numbers, or other information as may be protected by applicable state or federal privacy laws.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not knowingly involve, contribute to nor create a conflict of interest as may be prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:
- 1. Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon contract expiration, a successor, either Mason or another contractor, may continue to provide similar services. As provided in Section 12.4 of the SSA, Contractor agrees:
 - a. To exercise industry standard efforts and cooperation as Mason works to affect an orderly and efficient transition to its successor;
 - b. To return all Mason owned facilities, equipment, and data to Mason;
 - c. With written request from Mason, Contractor will reasonably cooperate with Mason in providing Mason owned data to Mason successor; and
 - d. That the University Procurement Officer shall have final Mason authority in resolving disputes related Mason's requests for transition assistance to Mason's successor.
 - 2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
 - 3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. DEBARMENT STATUS: As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. DEFAULT: In the case of failure to deliver Services and Software in accordance with Contract terms and conditions, Mason, after due oral or written notice, may Terminate for Cause as provided in Section 12.3 of the SSA. Notwithstanding the aforementioned, procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- S. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- T. ENTIRE CONTRACT: In conjunction with Section 16. 11 of the SSA, the parties agree this Contract constitutes the

entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.

U. EXPORT CONTROL:

1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations (“ITAR”), or any items, technology or software controlled under the “600 series” classifications of the Bureau of Industry and Security’s Commerce Control List (“CCL”) (collectively, “Munitions Items”), prior to delivery, Contractor must:

notify Mason (by sending an email to export@gmu.edu), and

receive written authorization for shipment from Mason’s Director of Export Controls.

2. The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor’s failure to provide notice or obtain Mason’s written pre-authorization.

3. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a “600 series”, Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu.

V. FORCE MAJEURE: In conjunction with Section 16.5 of the SSA, each party shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of that party, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from one party to the other that such cause has occurred, and provided the period has not been longer than thirty (30) consecutive days, Mason may Terminate for Cause as provided in Section 12.3 of the SSA and any prepaid amounts shall be refunded in full.

W. FUTURE GOODS AND SERVICES: Mason reserves the right to request Contractor provide additional Services and Software that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor on a Statement of Work (SOW) using the same pricing methodology, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services.

X. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

Y. INDEMNIFICATION: Contractor agrees to indemnify as provided in Section 13.1 of the SSA.

Z. INDEPENDENT CONTRACTOR: The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation for each of its employees as providing the Services and Software to Mason hereunder. Nothing in this Contract shall be construed as authority by Mason for Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing and nothing in this Contract shall be construed as authority by Leapfrog for Mason to make commitments which will bind Leapfrog or to otherwise act on behalf of Leapfrog, except as Leapfrog may expressly authorize in writing.

AA. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use industry standard administrative, physical and technical safeguards designed to provide for the security of Mason data from loss, corruption, destruction, deterioration, degradation disclosure, alteration, unauthorized access and improper disposal while in control of Contractor and in use with the Services and Software to avoid any known threat to the security of the IT environment at Mason.

The Services and Software shall comply with all applicable Federal and State laws and reasonably known regulations and policies, including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and Title II of The Americans with Disabilities Act. See Section 18.1 of the SSA for Contractor's Web Content Accessibility Guidelines (WCAG) 2.2 AA.

BB. INSURANCE: The Contractor shall maintain all insurance with respect to the Services and Software as provided by Contractor to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. . The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types

1. Commercial General Liability Insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than one million dollars (\$1,000,000) per occurrence; and
4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.

CC. INTELLECTUAL PROPERTY: Contractor shall indemnify and hold harmless Mason as provided in Section 13.1 Indemnification of the SSA.

Leepfrog agrees that Client Content (See Section 1.3 of the SSA) will not be disclosed by Leepfrog to any other person or entity, other than Leepfrog agents, where applicable, without the written permission of Mason.

Work Made for Hire. Leepfrog does not perform Works For Hire and licenses the use of its Software and Services and provided in Section 2 License and Section 3 Ownership on the SSA.

DD. NON-DISCRIMINATION: The parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).

EE. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit Mason from acquiring the same or similar goods and/or services from other entities or sources GMU will adhere to the Virginia Freedom of Information Act as required by the Code of Virginia § 2.2-3700, et seq. under this Contract at all times.

FF. PAYMENT TO SUBCONTRACTORS: Where applicable, Contractor shall take the following actions upo receiving payment from Mason:

- a. Pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or
- b Notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

- c. If an individual contractor, provide social security number in order to receive payment.
- d. If a proprietorship, partnership or corporation provide Federal employer identification number.
- e. Pay interest, if and where applicable, to subcontractors on all amounts owed by the Contractor to Subcontractor that may remain unpaid after seven days following receipt by the Contractor of payment from Mason for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification.
- f. Accrue interest at no more than the rate of one percent per month.
- g. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as provided hereunder with respect to each lower-tier subcontractor.

GG. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except as provided in Section 2 of the SSA. For avoidance of doubt Mason acknowledges Leepfrog may use Mason name on Contractor client page list and may be required to obtain written authorization in advance by Mason’s designated representative.

HH. REMEDIES: As provide in Section 12.3 of the SSA, if the Contractor materially breaches this Contract, Mason may terminate this Contract For Cause.

II. RENEWAL OF CONTRACT: Consistent with Section III above, this Contract may be renewed by Mason for five (5) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University’s intention to renew shall be given approximately 90 days prior to the expiration date of each contract period and may occur in the form of Invoice, PO or payment.

(B) If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall be as provided in Exhibit A of the SSA. For avoidance of doubt the parties have agreed to hold the Fees consistent for 5 years (2024 to 2029) and then increase Fees by 3% annually for the next 5 years (2030 to 2035) or in alignment with the “other goods and services” category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics of the latest twelve months for which statistics are available or whichever is lesser.

(C) If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall be as provided in Exhibit A of the SSA. For avoidance of doubt the parties have agreed to hold the Fees consistent for 5 years (2024 to 2029) and then increase Fees by 3% annually for the next 5 years (2030 to 2035) or in alignment with the “other goods and services” category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics of the latest twelve months for which statistics are available or whichever is lesser.

JJ. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a “Campus Security Authority (CSA).” CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>.”

KK. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: In conjunction with Section 10.6 of the SSA, Except as otherwise expressly prohibited by law, the Parties agree each will: i) immediately notify the other of any subpoenas, warrants, or other legal orders, demands or requests received seeking data or any other information from either party about the other; ii) consult with the other party regarding its response; iii) reasonably cooperate with the other party’s reasonable requests in connection with efforts by the owning party to intervene and quash or modify the legal order, demand or request; and iv) upon written request, provide the owning party with a copy of its response.

If either party receives a request pursuant to the Virginia Freedom of Information Act each will promptly provide the other a copy of the requested data required in response.

LL. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.

- MM. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- NN. SUBCONTRACTS: Mason acknowledges Leepfrog utilizes AWS in providing the Services and Software. No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. Where applicable, the Contractor shall be responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- OO. SWaM CERTIFICATION: Contractor agrees to reasonably support the Commonwealth of Virginia and Mason's and their efforts related to their SWaM goals. Upon contract execution, Contractor, if eligible, shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of this Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.
- PP. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. In conjunction with Section 6, Exhibit C and Exhibit B of the SSA, Contractor agrees to the following regarding University Data it may collect or process as part of this contract:
- 1) Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not intentionally share or disclose University Data to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
 - 2) University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access University Data to fulfill Contractor's obligations under the Contract. Contractor provides annual training to its employees as to how to comply with the data protection and how to maintain the confidentiality of the University Data.
 - 3) In conjunction with Section 3 Ownership of the SSA, the parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
 - 4) During the Term of this Contract and as provided by Mason to Leepfrog and to the degree required by the Leepfrog Services and Software provided to Mason under this Contract, Contractor will use industry standard processes and procedures designed to provide for the:
 - i) protection of University Data against deterioration or degradation of data quality and authenticity by CourseLeaf,
 - ii). Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessibility of University Data throughout the Term of this Agreement.
 - 5) Contractor shall notify Mason within three (3) business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. For avoidance of doubt the parties acknowledge it is Mason's position and intent that Mason owns the PII and Leepfrog would look to have the request moved direct to Mason.
 - 6) Consistent with Section 6 of the SSA, where and if Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its

implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under this Contract, and will share only as provided under this Section PP.

- 7) The Parties agree, that to the extent the GDPR is applicable, they will each comply in all respects with their respective obligations. Mason may require that Mason and Contractor may be required to complete a Data Processing Addendum (“DPA”). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

QQ. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason and all parties. Contractor uses industry standard processes and procedures designed to provide for the security of University Data while being used with Contractor Services and Software including industry standard processes and procedures designed to prevent unauthorized access, disclosure, and alteration. Such measures will be no less protective than those used to secure Contractor’s own data of a similar type. , and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard processes and procedures which include tools and technologies such as anti-virus protections and intrusion detection methods designed to provide for the protection of University Data.

1. As provided in Exhibit B, Section 24, Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, investigate the incident, and reasonably cooperate with Mason’s including its investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who’s PII was involved, regulatory agencies, or other entities, without prior written permission from Mason, provided however, Leapfrog may provide notice, based on its sole discretion to third party vendors including insurance providers.
2. If Contractor provides Services and Software that includes the receipt of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take designed to provide for the protection of the University Data. Mason reserves the right to determine whether the University Data involved in this contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University’s financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to Mason; and (8) confidential student or employee information.
3. Mason reserves the right in its sole discretion to perform audits of Contactor, at Mason’s expense, to ensure compliance with all obligations regarding University Data provided Mason has provided thirty (30) days advance written notice. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason information and documentation to demonstrate Contractor’s compliance with its data processing obligations. Material failure on the part of Contractor to meet their obligations hereunder may be grounds for termination under the Section 12.3 Termination for Cause of the SSA.

RR. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract for any reason, Contractor will return Mason data as provided in Section 12.4 of the SSA. Notwithstanding the aforementioned, Contractor will return University Data in a commercially available format or destroyed as directed by Mason in its sole discretion within 180 days of the Mason written request being made. Transfer by Contractor of University Data to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall use commercially available formats compatible with Mason relevant systems and to the extent technologically feasible that Mason will have reasonable access too University Data during transition that will not require further Contractor intervention and Contract shall encrypt data in transit. In the event that Mason requests destruction of its data, Contractor agrees to destroy the University Data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to and provide documentation of data destruction to the University provided however foregoing Leapfrog shall be permitted to retain such copies that have been created by automatic archiving and back up procedures and not for any other purpose or use.

Contractor agrees to notify the Mason of any impending cessation of its business and any contingency plans which will include the implementation of its exit plan designed to provide for a smooth transition of service with minimal disruption to Mason. Contractor will work with its successor to create the exit plan in advance of the formal, final transition date.

SS. UNIVERSITY REVIEW/APPROVAL: The Services and Software provided by Leepfrog to Mason under this Contract shall meet the Warranty provisions of Section 11 of the SSA. During the implementation process of any CourseLeaf Module, Mason will provide requirements and specifications and Leepfrog will deliver the Services and Software as mutually agreed in the resulting functional specifications document.

TT. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

- Exhibit 1 – Data Security Addendum
- Exhibit 2 - CourseLeaf Services and Software Agreement (SSA)
- Exhibit 3 – Piggyback Form
- Exhibit 4 – Participating Entity Usage Report

Leepfrog Technologies Inc.

DocuSigned by:


 Signature

Name: Greg Soare _____

Title: Vice President, Higher Ed Accounts _____

Date: 12/20/2024 _____

George Mason University

DocuSigned by:


 Signature

Name: James Russell _____

Title: Purchasing Director _____

Date: 12/20/2024 _____

Exhibit 1
Data Security Addendum for inclusion in GMU-GL0606-24 with
George Mason University (the “University”)

This Addendum supplements the above-referenced Contract between the University and Leepfrog Technologies Inc. (Contractor”) dated (the “Contract”). The provisions of this Addendum apply only in those situations where Contractor creates, obtains receives, transmits, uses, maintains, processes, stores, or disposes of University’s Protected Data (as defined in the Definitions Section of this Addendum) as part of its Services and Software as provided to Mason under the Contract.

This Addendum sets forth the terms and conditions under which University Protected Data will be safeguarded i) during the term of the Parties’ Contract and ii) after its termination, where and as applicable.

1. Definitions

Terms used herein shall have the same definition as stated in the Contract. Additionally, the following definitions shall apply to this Addendum.

- **“Personally Identifiable Information (“PII”)** means any of University Data that can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver’s license numbers, state or federal identification numbers, non-directory information and any other information protected by state or federal privacy laws.
- **“University Data”** includes all University owned Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.
- **“Protected Data”** means data identified by University in writing to Contractor at time of disclosure as Protected Data and may include, but is not limited to: (1) PII; (2) (3) sensitive business information outside the norms of “Confidential Information”; (4) trade secrets; (5) data which could create a security (including IT security) risk to the University; and (6) confidential student or employee information. ‘Protected Data’ includes both Highly Sensitive and Restricted categories of data as defined in the [University Policy 1114 Data Stewardship](#).
- **“Securely Destroy”** means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet industry standards such as the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as Protected Data as defined herein.
- **“Security Breach”** means a security-relevant event in which a) the security of a Leepfrog system or procedure used in the provision of the Services and Software to University is breached and b) where such event has caused University Data to be disclosed, accessed, altered, or used.
- **“Services”** means as defined in Section 1.22 of the SSA. Contractor.
- **“Software”** means as defined in Section 1.23 of the SSA.

2. Data Security

- a. Provided University provides University Data, Protected Data, PII or any other type data to Leepfrog in an industry standard encrypted format, Leepfrog will encrypted the data in Leepfrog’s transmission at AES-128 encryption or greater.
- b. Reserved.

3. Employee Background Checks and Qualifications

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

4. Insurance

- a. In addition to the insurance requirements outlined in the Contract, Contractor agrees to maintain Cyber Liability Insurance in an amount not less than \$2,000,000 per incident, for the entire term of the Contract. The Commonwealth of Virginia and the University shall be named as an additional insured.

5. Security Breach

- a. Leepfrog agrees that if it discovers or is notified of a Security Breach, Leepfrog will, as known at that time:
 - i. Notify University of such Security Breach as soon as reasonably possible with a target of not later than two (2) business days;
 - ii. Include the nature of the Security Breach in the notification;
 - iii. Identify which Protected Data is included in the Security Breach;
 - iv. Who made the Security Breach;

- v. Investigate and remediate the Security Breach at least to the extent required by applicable law, and;
 - vi. To the degree the Security Breach resulted solely and directly from a material failure of Leepfrog systems, and in Leepfrog’s sole discretion;
 - vii. Leepfrog will be responsible for applicable direct damages, as required by state statute or federal law, associated with a Security Breach to the degree attributable directly and solely to the grossly negligent or willful actions of Leepfrog. which costs shall may include the mailing of legally required notices, providing credit monitoring, and governmental/regulatory fines and penalties that may be due and owing.
- 8) Any and all of Leepfrog’s notice of and/or response to any Security Breach, of a breach of any kind including alleged or potential breach, does not indicate or include any assumption of risk or liability by or on behalf of Leepfrog.

6. Audits

- a. Contractor will at its expense conduct or have conducted at least annually a: i) vulnerability scan, performed by a third party, of Contractor’s electronic systems and facilities that are used to deliver the Services under the Contract; and ii) formal penetration test, performed by a third party of Contractor’s electronic systems and facilities that are used to deliver the Services under the Contract.
- b. Additionally, Contractor will provide the University upon written request a summary of the results of the above scans and tests, and will review and in Leepfrog’s discretion modify its security measures to meet its obligations under the Contract.
- c. The University may require, at University expense, the Contractor to perform additional audits and tests, the results of which will be shared with both University and Contractor.
- d. Contractor commits to providing the University with a designated point of contact for these reports, addressing issues raised in the report including if issues have been cited with the subservice provider(s), and responding to any follow up questions posed by the University in relation to the report.

IN WITNESS WHEREOF, this Addendum has been executed by an authorized representative of each party as of the date set forth beneath such party’s designated representative’s signature.

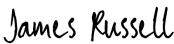
Leepfrog Technologies, Inc

25E54C04D5B2477...
 Signature

Name: Greg Soare

Title: Vice President

Date: 12/20/2024

George Mason University

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 Signature

Name: James Russell

Title: Purchasing Director

Date: 12/20/2024



CourseLeaf Service and Software Agreement (SSA)

This Service and Software Agreement (the “Agreement” or “SSA”) is effective as of the date of last signature (“Effective Date”), by and between Leepfrog Technologies, Inc., an Iowa corporation (“Leepfrog”), with its principal place of business at 2451 Oakdale Blvd., Suite 100, Coralville, IA 52241 and [REDACTED] (“Licensee” or “Client” or “Subscriber”), located at [REDACTED].

RECITALS

- A. Leepfrog utilizes its technology to provide a variety of products and services including, without limitation, those described in this SSA and its Exhibits.
- B. Licensee/Subscriber wishes to retain Leepfrog to provide certain of Leepfrog's products and services to Licensee/Subscriber in accordance with the terms and conditions of this SSA.
- C. Licensee/Subscriber and Leepfrog wish to enter into a cooperative agreement to enable Licensee/Subscriber to acquire and implement CourseLeaf Products.
- D. Leepfrog will deliver to Licensee/Subscriber certain Leepfrog Technology designed to achieve its information management and distribution objectives.

NOW THEREFORE, Leepfrog and Licensee/Subscriber agree as described below.

AGREEMENT

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

1. Definitions.

- 1.1 **“Agreement” or “SSA”** means this Service and Software Agreement (SSA), including all Exhibits, Statements of Work, Amendments and Addendum mutually executed by the parties whether on or after the Effective Date.
- 1.2 **“Business Requirements”** The gathering and review of Licensee/Subscriber data which includes and may not be limited to the following: course and program specifications, workflow specifications and student information system (SIS) data which may include Designated Systems and Technical Requirements.
- 1.3 **“Client Content”** means any data, words, images, graphics, fonts, property and other content Licensee/Subscriber requests and/or requires to be displayed, distributed, managed or contained in the Leepfrog Technology.
- 1.4 **“Client Data”** means any data, words, images, graphics, fonts, property and other content Licensee/Subscriber provides to Leepfrog, whether or not used as Client Content.
- 1.5 **“CourseLeaf® Products”** means the branded information administration product(s) developed by Leepfrog for the creation, distribution and control of academic information that may include, separately and any combinations thereof, but are not limited to the modules of CourseLeaf CAT, CourseLeaf CIM, CourseLeaf CLSS, CourseLeaf SYL and CourseLeaf PATH w/Registration Management, including its respective piece parts and related offerings.
- 1.6 **“CourseLeaf Software Administrators”** means those persons who are faculty, agents and/or staff of the Licensee/Subscriber who participate in the process of adding, deleting, or modifying the content delivered by the Software, or who are employees or independent contractors of Licensee/Subscriber who design or modify the appearance of the user interface of the Software, or who are employees of the Licensee/Subscriber information systems department or independent contractors engaged by the Licensee/Subscriber who are tasked with support and maintenance of the Licensee/Subscriber information technology systems.
- 1.7 **“CourseLeaf Software Provisioned User”** means those persons who have been authorized for restricted access and use by the CourseLeaf Software Administrators.
- 1.8 **“Designated Systems”** means the hardware, software platforms, networks, systems, access and protocols owned or operated by the Licensee/Subscriber which are required to satisfy the Technical Requirements as identified during implementation or referred to in the most current Service and Software Agreement, and Exhibits thereto, between Leepfrog and Licensee/Subscriber, and upon or within which the implementation is dependent and the Software is intended for use, if any.



- 1.9 **“Developer Partner Program”** means Leepfrog’s program for clients who elect to work with Leepfrog to develop additional functionalities to the CourseLeaf Products. All Developer Partner Program work is subject to the terms of this Agreement. See Section 3.7 for details.
- 1.10 **“Documentation”** means this Agreement and all manuals, user documentation, and other related materials pertaining to the Software that is furnished to Licensee/Subscriber by Leepfrog in connection with the Software and Leepfrog Technology.
- 1.11 **“Effective Date”** means the date of the last signature to this Agreement.
- 1.12 **“Emergency Support”** means Leepfrog technical support services available after Hours of Operation.
- 1.13 **“Enhancement Request”** means a request by Licensee/Subscriber to incorporate a new feature or enhance an existing feature of the Leepfrog Technology.
- 1.14 **“Fix”** means a correction, alteration or workaround that solves or resolves problematic software behavior. See Exhibit B Ongoing/Subscription Support Services.
- 1.15 **“Leepfrog Branding”** means an icon, logo, or other mark or device(s) registered to and provided by Leepfrog from time-to-time indicating Leepfrog Technology is being used.
- 1.16 **“Leepfrog Technology”** means the CourseLeaf Products, Software and supporting Documentation supplied by Leepfrog to Licensee/Subscriber under this Agreement, including but not limited to, CourseLeaf, software, programs, modules, components, templates, Services, Updates, Upgrades, and the Test Environment, and the intellectual property rights contained therein.
- 1.17 **“Hours of Operation”** means Leepfrog’s standard business hours 7:00am Central Time Zone to 7:30pm Central Time Zone, not including holidays as currently defined by Leepfrog. Leepfrog’s Ongoing//Subscription Support is accessible and available twenty-four hours a day, seven days a week (24/7).
- 1.18 **“Fees”** are the monies due and owing to Leepfrog from Licensee/Subscriber for the CourseLeaf Products and Services. Licensee/Subscriber payment is due in accordance with the payment terms in Exhibit A.
- 1.19 **“Ongoing/Subscription Support Services”** means the Support Services itemized in Exhibit B to be provided by Leepfrog to Licensee/Subscriber during the Term.
- 1.20 **“Problem”** means any error, bug, or malfunction, arising from a defect in the design or source code developed by Leepfrog, that makes a networked site of Licensee/Subscriber providing an interface with the Leepfrog Technology perform unpredictably or to otherwise become intermittently unavailable, or that causes such networked site to have a material degradation in response time or other performance.
- 1.21 **“Protected Data”** means data relating directly or indirectly to a living individual from which it is practicable for the identity of the individual to be directly or indirectly ascertained, including the student’s name and contact information, identification number, academic level, classification, instructor, declared programs, course history, etc. “Protected Data” includes but not limited to information relating to an identified or identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.22 **“Services”** means all services provided by Leepfrog to Licensee/Subscriber, including the installation, implementation, configuration, migration, training, support, ongoing/subscription support services, Subscription Services, maintenance, and the hosting or deployment services pursuant to this Agreement, the Exhibits, all concurrent and future Statements of Work.
- 1.23 **“Software”** shall mean the Leepfrog Technology for the CourseLeaf Products in code form, any subsequent error corrections, Updates or Upgrades supplied to Licensee/Subscriber by Leepfrog pursuant to this Agreement, and modifications by Leepfrog to the extent title thereto remains with Leepfrog.
- 1.24 **“Statement of Work” or “SOW”** means a document describing CourseLeaf Product and Services Leepfrog will provide, including the Fees for such service, and will serve as an attachment to this Agreement. SOWs shall be executed by both parties and bound by the terms and conditions of this Agreement, unless otherwise expressly provided and agreed in the Statement of Work.
- 1.25 **“Subscription Services”** means a purchase by prepayment for online access to and use of the Leepfrog Technology and the Software hosted remotely on servers operated by or on behalf of Leepfrog.
- 1.26 **“Technical Requirements”** means the hardware, software, remote and support user account access and operational capabilities specified by Leepfrog for the proper operation of the Leepfrog Technology and any hosting services provided pursuant to this Agreement and its Exhibits.



- 1.27 **“Term”** shall have the meaning indicated in Section 12.1 in this Agreement.
- 1.28 **“Test Environment”** means the Licensee/Subscriber testing version and site of CourseLeaf Module(s) as provided by Leepfrog.
- 1.29 **“Test Environment Period”** means the period commencing upon the date Leepfrog advises Licensee/Subscriber that changes have been performed or are ready to be performed on Licensee/Subscriber’s CourseLeaf Module(s) and continuing until the date changes recommended or provided by Leepfrog are incorporated or rejected in Licensee/Subscriber CourseLeaf Module(s).
- 1.30 **“Updates”** means any improvement in the Leepfrog Technology that relates to operating performance but does not alter the basic function of the Leepfrog Technology.
- 1.31 **“Upgrades”** means any improvement to the Leepfrog Technology that enhances or modifies the basic function of the Leepfrog Technology or any new software that Leepfrog markets as a replacement of or upgrade to the Leepfrog Technology.
- 1.32 **“Virus”** means program code or programming instruction(s) developed by Leepfrog solely for the purpose to disrupt, disable, or harm the operation of Licensee/Subscriber software, firmware, hardware, wireless communications device, computer system or network.
- 1.33 **“Work Order”** see Statement of Work.

2. License/Subscription Service.

- 2.1 Subject to payment of the Fees described in this Agreement, and Licensee/Subscriber compliance with the terms and conditions of this Agreement, Leepfrog grants to Licensee/Subscriber a limited, worldwide, nonexclusive, nontransferable and nonassignable, term license to the Documentation, Leepfrog Technology and the Software and access to its Subscription Services. Such access and use rights shall be worldwide, nonexclusive, nontransferable, non-assignable and solely for Subscriber’s business purposes, from the Effective Date hereof until terminated in accordance herewith. Subject to the assignment rights expressed in Section 16.3, below, Licensee/Subscriber cannot resell, assign, or otherwise transfer said license, or employ the Leepfrog Technology or Subscription Services for commercial purposes as a provider of products or services for other entities, without advance written notice to, and advance written consent of, Leepfrog. To the extent the Service, including Subscription Services, includes access to any source code of the Leepfrog Technology, Licensee/Subscriber hereby covenants that it will not modify such source code in any way not expressly authorized herein. Leepfrog shall not be obligated to provide support, Upgrades, and/or Updates of the Software and/or Leepfrog Technology to Licensee/Subscriber after expiration or termination of this Agreement, unless otherwise expressly stated herein.
- 2.2 Subject to the terms and conditions of the Agreement, Leepfrog grants Licensee/Subscriber a limited, non-exclusive, non-sublicensable, non-transferable, non-assignable license to use any Leepfrog provided application programming interfaces and their associated tools and documentation, (“APIs”) in support of CourseLeaf modules. Licensee/Subscriber has no right to distribute or allow access to the stand-alone APIs. Licensee/Subscriber shall not (i) disclose or provide the APIs to any person or entity other than to Licensee/Subscriber employees or agents, including independent contractors and subcontractors, provided such employees or agents, including independent contractors and subcontractors, have entered into an agreement with Licensee/Subscriber at least as protective of Leepfrog’s rights as the Agreement; (ii) use the APIs for any illegal, unauthorized or otherwise improper purposes, or in any manner which would violate the Agreement; (iii) share, transfer, sublicense or fail to protect the confidentiality of any Leepfrog Confidential Information obtained or accessed through the APIs, directly or indirectly, to any third party; (iv) use the APIs in competition with products or services offered by Leepfrog; (v) copy, adapt, reformat, reverse-engineer, disassemble, decompile, download, translate or otherwise modify the APIs.
- 2.3 No license to sublicense the source code of the Software or any portion thereof is granted hereunder. In addition, Licensee/Subscriber will not sublicense the object code of the Software or any portion thereof to third parties without a written sublicense agreement consented to by Leepfrog.
- 2.4 Licensee/Subscriber shall have the right to copy or reproduce the Documentation, in whole or in part, as necessary so that CourseLeaf Administrators can access and use the Software and Subscription Services as described herein, including such duplication as described in Section 3.2 below
- 2.5 Leepfrog hereby grants Licensee/Subscriber a nonexclusive, royalty-free, worldwide, license to display the Leepfrog Branding solely as required in order to comply with any attribution obligations under this Agreement.
- 2.6 Licensee/Subscriber hereby grants to Leepfrog, a nonexclusive, worldwide, royalty-free license during the Term to work with and reproduce Client Content and other related catalog or Client information as necessary to provide the products and services under this Agreement and in accordance with the confidentiality obligations in Section 10 as applicable.



- 2.7 Licensee/Subscriber agrees to provide Leepfrog access to their Client Content, and other technology Leepfrog may require to develop, implement and maintain Software.
- 2.8 Licensee/Subscriber represents and warrants that it (and its CourseLeaf Administrators and Provisional Users) shall not upload any Client Content or otherwise use the Leepfrog Technology or Subscription Services to store or disseminate any content that is obscene or pornographic, infringes any third party intellectual party rights or violates any applicable law.

3. Ownership.

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

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This disclaimer of warranties and limitation of liability set forth immediately above applies to this agreement but does not apply to or otherwise limit the effect of Section 11 Warranties and Disclaimers and Section 15 Limitation of Liability of this Agreement as between the parties hereto. CourseLeaf Administrators using the Software and Documentation for content authoring and output generation as contemplated by the functional descriptions of the Software are hereby authorized to copy, duplicate, or disclose this information so long as such copying, duplication, or disclosure are consistent with such uses and Licensee/Subscriber maintains responsibility in all cases of disclosure.

- 3.4 Except as set forth in Section 2.4 and 3.4, nothing in this Agreement shall grant or shall be deemed to grant to one party any right, title, or interest in or to the other party's marks. All use of the Licensee/Subscriber marks by Leepfrog shall inure to the benefit of Licensee/Subscriber, and all use of Leepfrog marks by Licensee/Subscriber shall inure to the benefit of Leepfrog. Neither party shall challenge or assist others in challenging the marks of the other party (except to the extent such restriction is prohibited by applicable law) or the registration thereof or attempt to register any trademarks, service marks, or trade names confusingly similar to those of the other party.



- 3.5 Licensee/Subscriber and Leepfrog hereby acknowledge that Client Data, including Client Content is and shall remain the property of Licensee/Subscriber. Licensee/Subscriber may request retrieval or delivery of their Client Content residing on Leepfrog's servers at any time.
- 3.6 Licensee/Subscriber agrees to inform Leepfrog of any problems, including ideas for enhancements which come to Licensee/Subscriber attention during the use of the Leepfrog Technology and Subscription Services and such ideas for enhancements will be owned by Leepfrog, and Licensee/Subscriber hereby assigns and agrees to assign to Leepfrog all right, title and interest to such feedback, analysis, reports, ideas and enhancements and all property rights therein including without limitation all patent, copyright, trade secret, mask work, trademark, moral right or other intellectual property rights.
- 3.7 Licensee/Subscriber agrees to provide the appropriate use license(s) to Leepfrog, as may be required, including but not limited to the right to review, view, use display and as otherwise may be required, for all Client Content and their images, graphics, fonts or other property that is requested by Licensee/Subscriber to be placed either on the web site and/or in the print catalog of the Licensee/Subscriber CourseLeaf product on Licensee/Subscriber behalf.
- 3.8 Leepfrog offers a Developer Partner Program for clients who elect to engage with Leepfrog to build new and additional functionalities to the CourseLeaf Products. This program can be used to manage specifications and customizations outside the scope of Leepfrog's standard Implementation. This program is free of charge and available upon request at Leepfrog's sole discretion. Any improvements, enhancements, customizations or other modifications made to the Leepfrog Technology and the Subscription Services together with any new intellectual property generated under the Developer Partner Program shall be owned by and vest exclusively in Leepfrog upon creation. All Developer Partner Program work is subject to the terms of this Agreement including Section 3.1 above.

4. Delivery.

- 4.1 Delivery of the Documentation shall be in electronic form, together with access to the Documentation. Delivery shall be in the form of electronic files, and, in the case of the Software, shall be by installation on a hosted environment which Licensee/Subscriber may access pursuant to this Agreement between the parties.
- 4.2 Subject to the payment of Fees, Leepfrog will provide certain Services to Licensee/Subscriber as outlined in the respective Exhibits. These Services may include and are not limited to installing the Software on specified systems, integrating with single sign-on (SSO) or LDAP authentication, deployment consultation, software configuration, publishing output, training client staff, and hosting. While Leepfrog typically performs a wide range of customization, the scope and depth of customization is determined by Leepfrog. Should Licensee/Subscriber request additional customizations, provide additional specifications or data, the parties will review and jointly agree on a Statement of Work and additional scope, schedule and cost may apply. All Ongoing/Subscription Support Services provided to Licensee/Subscriber by Leepfrog, are outlined in Exhibit B attached hereto.
- 4.3 During the Term and throughout implementation, Leepfrog utilizes a client-responsive project schedule and as such, agrees, other than as provided in this Agreement, not to make additional charges for delays caused by Licensee/Subscriber in connection with the Services, provided however, any such delay may cause the project schedule to change, including requiring additional time.

5. Modifications.

- 5.1 Error Corrections and Patches. So long as Licensee/Subscriber is current with payment of all Fees and charges to Leepfrog, Leepfrog will provide error corrections, bug fixes, and security patches or other Updates to the Software, to the extent available, in accordance with Leepfrog's release schedule during the Term. See Exhibit B covering Ongoing/Subscription Support Services.
- 5.2 Other Modifications. Licensee/Subscriber acknowledges that Upgrades and Updates are developed by Leepfrog from time to time based upon Leepfrog's initiative and intended for general release in support of the Software as may be provided for Licensee/Subscriber use, as well as other parties. To the extent Licensee/Subscriber requests, from time to time, that Leepfrog incorporate certain features, enhancements or modifications into the Software, such requests shall be treated as Enhancement Requests and Leepfrog may, in its sole discretion, undertake to incorporate such changes and distribute the Software so modified to all or any of Leepfrog's licensees/subscribers.
- 5.3 Title to Modifications. All such error corrections, bug fixes, patches, Updates or other modifications shall be the sole property of Leepfrog.
- 5.4 Services in this section may be modified, including the addition of Services, by separate agreement between the parties in which case a separate Statement of Work shall control.

6. Security and Protected Data.



- 6.1 Leepfrog has and agrees to continue to use industry standard administrative, physical and technical safeguards designed to provide for the security and protection of Client Content from loss, corruption, destruction, deterioration, degradation, disclosure, alteration, unauthorized access and improper disposal while in the control of Leepfrog and in use with the Leepfrog Technology.
- 6.2 All facilities and other resources used by Leepfrog to store and/or process Client Content related to the Services and Software employ reasonable industry standard administrative, physical, and technical safeguards, designed to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Leepfrog's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
- 6.3 Leepfrog will use industry standard security tools and technologies such as encryption, anti-malware protections, network and host-based firewalls, vulnerability management and intrusion detection methods in providing the Services under the Agreement.
- 6.4 Licensee/Subscriber has and will maintain reasonably appropriate administrative, technical, security, organizational, physical measures designed to protect the Protected Data held by Licensee/Subscriber and required by Leepfrog to perform the Services, from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. Leepfrog's sole responsibility will be to store and process such Protected Data consistent with the Data Security and Processing Policy as set forth in Exhibit C. Licensee/Subscriber shall at all times maintain policies to prevent the uploading or other introduction of data containing personally identifiable information from records that may be subject to protected health care information under HIPAA (Pub.L. 104-191, 110 Stat. 1936, enacted August 21, 1996) into the CourseLeaf system or other Leepfrog Technology, and such control and safeguards shall be the sole responsibility of the Licensee/Subscriber as between the Licensee/Subscriber and Leepfrog.
- 6.5 Licensee/Subscriber has control over and may limit their specifications and the type of Protected Data to provide to and be used by Leepfrog, and this may limit some of the available CourseLeaf features. The parties hereto acknowledge that Leepfrog does not seek and is not intending to receive such health or financial information in the course of providing the Software and Services hereunder, that Licensee/Subscriber shall not send or transmit such health or financial information to Leepfrog.
- 6.6 Leepfrog's Software and Services may require certain Protected Data, whether from the Licensee/Subscriber student information system (SIS) or otherwise, to personalize the CourseLeaf experience, such as the student's name and contact information, identification number, academic level, classification, instructor, declared programs, course history, etc. Some of the Protected Data may be public information such as Licensee/Subscriber Directory Information (as defined by FERPA (20 U.S.C. § 1232g; 34 C.F.R. Part 99)). Leepfrog receives Protected Data from Licensee/Subscriber under the school official exemption of FERPA.
- 6.7 Leepfrog uses Amazon Web Services ("AWS") to host CourseLeaf Products and Services under this Agreement. Specifically, for Leepfrog's Canadian clients, Leepfrog utilizes Canadian servers. Amazon represents that AWS is ISO/IEC 27001 certified and compliant. More information about AWS, including their Acceptable Use Policy, can be found at <https://aws.amazon.com/compliance/iso-27001-faqs/>. Licensee/Subscriber acknowledges that it is familiar with AWS's policies with respect to processing data in Licensee/Subscriber home-country and that Leepfrog cannot and will not be held responsible to Licensee/Subscriber or anyone else for Amazon's actions or omissions with respect to Licensee/Subscriber Protected Data.
- 6.8 In the event Licensee/Subscriber is purchasing a CourseLeaf service or module that may utilize Client's Protected Data, specifically the CourseLeaf PATH w/Registration Management Module and related services, Licensee/Subscriber acknowledges that a student may access their own personally identifiable information or other Protected Data via a Licensee/Subscriber managed authentication process through an internet browser running on the student's personal computer or other device and CourseLeaf PATH w/Registration to search classes and plan for registration based on that student's academic history.
 - i. CourseLeaf PATH w/Registration operates within the student's browser presenting only that Protected Data which the student has accessed through Licensee/Subscriber security and encryption protocols and does not transmit such data to Leepfrog or Leepfrog third parties.
 - ii. Leepfrog warrants CourseLeaf PATH w/Registration, as delivered to the student's workstation or other device, shall not divert, misuse or retransmit Licensee/Subscriber Protected Data to unauthorized recipients or unintended recipients including Leepfrog's employees, agents or subcontractors.
 - iii. Subject to Section 6.8(iv), Leepfrog will indemnify and hold harmless Licensee/Subscriber from any liabilities, claims, losses or costs, including reasonable attorney's fees, suffered or incurred by Licensee/Subscriber due to a diversion, misuse, transmission or access of the relevant Protected Data to a third party by and resulting only from a material breach of the warranty in Section 6.8(ii), above, subject in all cases to the provisions and limits regarding indemnification and Leepfrog liability set forth elsewhere in this Agreement including but not limited to Sections 13 and 15 below.
 - iv. Because Leepfrog has no control over security measures associated with the student's device, Licensee/Subscriber network environment or Licensee/Subscriber authentication process, Leepfrog shall have no liability for or duty to safeguard any



Protected Data including but not limited to personally identifiable information which may be improperly disclosed due to a compromise of such systems.

7. Services.

- 7.1 Subject to the payment of the Fees and other terms and conditions of this Agreement, Leepfrog will provide the Services to Licensee/Subscriber.
- 7.2 Client Responsive Project Schedule. Leepfrog uses a Client Responsive Project Schedule, meaning that Leepfrog can only perform the next segment of work following receipt of any preceding client work, which may be gathering business requirements and documentation to testing and feedback. Licensee/Subscribers has the option to turn in materials and perform actions at a time best suited to their needs and processes, while keeping in mind the effect it brings on the overall timeline of their project development and delivery.
- 7.3 Any requests for additional products or services including customization or other services, whether recommended to Licensee/Subscriber by Leepfrog or requested by Licensee/Subscriber, to facilitate the use of the Leepfrog Technology shall be in the form of an Exhibit, Statement of Work. Licensee/Subscriber must be current with all Fees due under this Agreement prior to Leepfrog providing any additional products or services, whether under separate Exhibit, SOW.
- 7.4 Licensee/Subscriber is aware that Leepfrog will provide Services on a nonexclusive basis. Licensee/Subscriber acknowledges that Leepfrog has customized and/or provided, and will continue to customize and/or provide, its software, technology, and services to other parties for use in connection with a variety of applications, including, without limitation, collaboration, e-commerce, and content management applications. Nothing in this Agreement shall be deemed to limit or restrict Leepfrog from customizing and/or providing its software and technology to other parties for any purpose or in any way affect the rights granted to such other parties so long as providing such services would not lead to a disclosure of Licensee/Subscriber Confidential Information.
- 7.5 Licensee/Subscriber hereby covenants that it shall provide complete, timely information and data to meet the requirements of the engagement and furnish the required information and data for the orderly progress of the work. Leepfrog will rely on its accuracy and completeness, and on any representations made by Licensee/Subscriber regarding proper authorizations, legality, and intellectual property rights held by itself or third parties. Leepfrog hereby disclaims any responsibility or liability for information provided by Licensee/Subscriber. disclaims any responsibility or liability for the accuracy or completeness of information as provided by Licensee/Subscriber, or for the inaccuracy of any representations by Licensee/Subscriber regarding proper authorizations, legality, and intellectual property rights held by itself or third parties.

8. Fees.

- 8.1 In consideration for the License and Services provided hereunder, Licensee/Subscriber agrees to pay the Fees in accordance with the payment terms in Exhibit A. In the event that this Agreement is terminated during the Term by Leepfrog for cause, as provided for in Section 12.3, terminated by Licensee/Subscriber during the Initial Term without cause, or terminated by Licensee/Subscriber without ninety days' notice during any Extended Term, all Fees payable through the end of the then current Initial Term or Extended Term shall accelerate and become immediately due and owed to Leepfrog.
- 8.2 All payments to Leepfrog from Licensee/Subscriber shall be made by electronic funds transfer, ACH transfer, check, money order or cashier's check, in U.S. currency (United States dollars/USD), on a U.S. bank, made payable to Leepfrog at Accounting Department, c/o Accounts Receivable; 2451 Oakdale Blvd., Ste. 100, Coralville, IA 52241, arleep@leepfrog.com; 319-337-3877, Fax 888-437-7435 or such other location as Leepfrog designates in writing.
- 8.3 Until Licensee/Subscriber provides Leepfrog with a valid tax exemption certificate authorized by the appropriate taxing authority, all payments due shall be made without deduction for taxes, assessments, or other charges of any kind imposed by any government authority with respect to any amounts payable under this Agreement. Licensee/Subscriber shall be responsible for all sales taxes, use taxes, withholding taxes, value added taxes, and any other similar taxes imposed by any federal, state, provincial or local governmental entity on the transactions contemplated by this Agreement, excluding taxes based upon Leepfrog's net income. When Leepfrog has the legal obligation to pay or collect such taxes, the appropriate amount shall be invoiced to and paid by Licensee/Subscriber.
- 8.4 Leepfrog will separately invoice Licensee/Subscriber for all other charges and services not set forth on Exhibit A and as agreed in the applicable SOW. If Licensee/Subscriber fails to pay any Fees within thirty (30) days from the due date, or the maximum allowable under applicable law shall also become payable by Licensee/Subscriber to Leepfrog.
- 8.5 Leepfrog may suspend performance of Services, including Subscription Services, if Licensee/Subscriber fails to make payments when due. Before suspending service, Leepfrog will give thirty (30) days written notice to Licensee/Subscriber. If there is a



suspension of Services for non-payment of Fees, Leepfrog shall have no liability to Licensee/Subscriber for delay or damage caused because of such suspension of Services.

- 8.6 Where applicable, Licensee/Subscriber shall pay, or promptly reimburse, Leepfrog for any out-of-pocket expenses incurred by Leepfrog in connection with the performance of the Services that are preapproved in writing by Licensee/Subscriber.

9. Licensee/Subscriber Obligations.

- 9.1 During the Term of the Agreement, Licensee/Subscriber agrees to provide technical access, which shall include single sign-on (SSO) and remote; a nonexpiring user account in the SSO; access to Licensee/Subscriber's database environments, data services technical requirements, decision making, workflow and more as required to facilitate Leepfrog's provision of Services and Software in accordance with this Agreement. Should Licensee/Subscriber be unable or elect not to provide timely access and assistance as required for the performance of CourseLeaf, and to the degree it affects Leepfrog's ability to deliver, Leepfrog reserves the right to modify the project schedule, scope and cost accordingly. Where upgrades to existing information systems and infrastructure are needed for the proper functioning of the Leepfrog Technology, such upgrades will be made in a timely manner at Licensee/Subscriber's expense.
- 9.2 Licensee/Subscriber shall provide the necessary personnel, access and information as required to meet its obligations under this Section and all applicable attachments and Exhibits with, at a minimum, a designated site administrator with the skills and experience necessary to perform Licensee/Subscriber's technical obligations. Licensee/Subscriber will designate at least one Licensee/Subscriber employee qualified to address technical support issues.
- 9.3 Licensee/Subscriber shall provide information, documentation and specifications that meet federal, state and local law and meets your institutional accessibility requirements, if any.
- 9.4 Licensee/Subscriber agrees to provide Leepfrog access to their Client Content, servers and other technology Leepfrog may require to develop, configure, implement and maintain the Software for use by Licensee/Subscriber. Licensee/Subscriber agrees to provide complete and timely information and data to meet the requirements of the engagement and furnish the required information and data for the orderly progress of the work. Leepfrog will rely on its accuracy and completeness, and on any representations made by Licensee/Subscriber regarding proper authorizations, legality, and intellectual property rights held by third parties. Leepfrog hereby disclaims any responsibility or liability for information provided by Licensee/Subscriber. the accuracy or completeness of the information as provided by Licensee/Subscriber, or for the inaccuracy of any representations by Licensee/Subscriber regarding proper authorizations, legality, and intellectual property rights held by third parties.
- 9.5 In the event Licensee/Subscriber elects to self-host the CourseLeaf product Module, Licensee/Subscriber shall be solely responsible for (a) configuration services including web services, authentication, SSL, or (b) provide Leepfrog administrative access to perform such configurations as may be required to enable and support the Leepfrog Technology. Licensee/Subscriber shall be responsible for preparing one or more RHEL7 or CentOS 7 servers and these servers must have SELinux disabled. Licensee/Subscriber will provide direct (i.e., without VPN) SSH access to all websites on all servers. Licensee/Subscriber is responsible for all ongoing maintenance of Licensee/Subscriber systems.
- 9.6 Client Responsive Project Schedule. Licensee/Subscriber agrees to actively engage in and respond to the Client Responsive Project Schedule for each CourseLeaf implementation, as defined in Section 7.2.
- 9.7 During the Test Environment Period, Licensee/Subscriber agrees to make employees and contractors available to Leepfrog for usability and functionality tests; and provide Leepfrog access to data for Leepfrog's analysis and use in configuring the applications, including two usernames/passwords for testing and two for ongoing/subscription support. The Test Environment is not intended for use in a general production environment. Leepfrog provides no assurance that any specific errors or discrepancies in the Test Environment will be corrected. Leepfrog utilizes two (2) environments (development and test) during implementation and a single environment (production) during support. Any actions outside these environments or requests to interface with any additional environments may incur additional scope, cost and schedule. Notwithstanding any other provision of this Agreement, Licensee/Subscriber acknowledges that the Test Environment is provided to Licensee/Subscriber "as is" and Leepfrog makes no representation or warranty as to its use, reliability or performance.

10. Confidentiality.

- 10.1 The Parties anticipate that under this Agreement it may be necessary for a party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other party (the "Receiving Party"). The Disclosing Party shall identify Confidential Information at the time of disclosure by:
- (a) Appropriate stamp or markings on the document exchanged; or
 - (b) Written notice, with attached listings of material, copies of documents, or summary of oral disclosures to which each notice relates, delivered within thirty (30) days of the disclosure to the other party.



- 10.2 Confidential Information includes all information and data relating to the parties' technology products, services or business.
- A. Leepfrog hereby acknowledges and agrees that Client Data, including Client Content, inventions, ideas, intellectual property, formulae, patterns, compilations, programs, methods, techniques, processes, data, designs, algorithms, source code, object code, research plans, business plans, financial forecasts, business opportunities, agreements, vendor lists, pricing lists, Client lists, personnel lists, financial statements and similar information, whether written or oral, that is not publicly known shall be considered Confidential Information.
 - B. Licensee/Subscriber hereby acknowledges and agrees that the Leepfrog Technology, Modules, Software and Documentation, inventions, ideas, intellectual property, patents, formulae, patterns, compilations, programs, methods, techniques, processes, data, designs, algorithms, source code, object code, ideas, expressions, research plans, business plans, financial forecasts, business opportunities, agreements, vendor lists, pricing lists, client lists, product, trade secrets, trademarks, copyright, personnel lists, financial information, financial statements and similar information, and all other intellectual property, whether written or oral, that is clear to be not publicly known constitute and contain valuable proprietary information of Leepfrog and/or its suppliers, embodying substantial creative efforts and Confidential Information from which Leepfrog derives independent economic value and to which the Parties agree to protect. For the avoidance of doubt, in addition to any exclusions under the Virginia Freedom of Information act, all documents, non-redacted proposals, contracts, addendums, pricing, negotiations, purchase orders, invoices, and any and all other documents related to the request for proposal that led to this contract are considered non-confidential.
 - C. Accordingly, each party agrees to treat (and take precautions to ensure that its employees treat) the other party's Confidential Information as confidential in accordance with the confidentiality requirements and conditions set forth below.
 - D. For the Term of this Agreement, Client may develop its own training material or documentation solely for its own internal purposes, provided that such training material or documentation is kept in password-protected areas not available to the general public and clearly label such material as Confidential and/or Proprietary in all cases.
- 10.3 The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature. The Receiving Party may only disclose Confidential Information to its personnel who are directly involved with the License and Services provided under this Agreement. Distribution of the Software and/or Documentation to other licensee/subscribers or users by Leepfrog, whether under written, oral, or no formal agreement, shall not be deemed to have diminished or obviated the confidential nature of the Software and its Documentation.
- 10.4 Each party agrees that it will use the Confidential Information of the other party only for the purposes of this Agreement and that it will not divulge, transfer, sell, license, lease, or otherwise disclose or release any such information or documents to third parties, with the exception of: (i) its employees or subcontractors who require access to such for purposes of carrying out such party's obligation hereunder; and (ii) persons who are employed as auditors by a public accounting firm or by a federal or state agency. Further, Licensee/Subscriber agrees it will not divulge, transfer, sell, license, lease or otherwise disclose or release any Leepfrog Technology, Documentation or Software to any party unless such party is i) bound by obligations of confidentiality and ii) such divulge, transfer, sell, license, lease or otherwise disclose or release is not comparable to the use, whether by Licensee/Subscriber or any Licensee/Subscriber agent, as contemplated herein and as provided in this Agreement.
- 10.5 Neither party shall have any obligation under this Section 10 for information of the other party which the receiving party can substantiate with documentary evidence that has been or is: (i) developed by the Receiving party independently and without the benefit of information disclosed hereunder by the Disclosing party; or, (ii) lawfully obtained by the Receiving party from a third party without restriction and without breach of this Agreement; or (iii) publicly available without breach of this Agreement; or, (iv) known to the receiving party prior to its receipt from the Disclosing party; or, (v) ordered by governmental agency or court of competent jurisdiction or required to be disclosed by law, in which case the party receiving the order will, to the extent permitted by law, contact the other party prior to the release of that information pursuant to the subpoena or request.
- 10.6 In the event that a receiving party is requested pursuant to, or required by, applicable law, regulation or legal process to disclose any Confidential Information of the disclosing party, the receiving party shall, to the extent permitted by law, immediately notify the disclosing party in writing of the request or requirement and allow that party reasonable time to (i) review the Confidential Information and redact that information the owning party considers Confidential, including information the owning party considers trade secrets and, (ii) dispute the release of information.
- 10.7 Licensee/Subscriber acknowledges that the unauthorized use, transfer or disclosure of the Software, Documentation or copies thereof will (i) substantially diminish the value to Leepfrog of the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) render Leepfrog's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause



irreparable injury in a short period of time. If Licensee/Subscriber breaches any of its obligations with respect to the use or confidentiality of the Software or Documentation, Leepfrog shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

- 10.8 The obligations under this Section 10 Confidentiality will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

11. Warranties and Disclaimer.

- 11.1 Each of Leepfrog and Licensee/Subscriber warrant that it has full power and authority to enter into this Agreement.
- 11.2 Leepfrog warrants that Services provided under this Agreement will be performed in a good, professional and workmanlike manner in accordance with industry standards.
- 11.3 Leepfrog further warrants to Licensee/Subscriber that the Leepfrog Technology as delivered and as made available through the Subscription Service to Licensee/Subscriber for production use, shall: (i) perform in accordance with this Agreement and Documentation; ii) be free from Viruses; (iii) contain no hidden files, (iv) not contain a key, node lock, timeout or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to the Leepfrog Technology; and (v) not damage, alter, or erase any Client Content information without Licensee/Subscriber consent. However, (i) each party shall be permitted to retain copies of the other party's Confidential Information solely for audit, legal or regulatory purposes, and (ii) neither party will be required to search archived electronic back-up files of its computer systems for the other party's Confidential Information in order to purge the other party's Confidential Information from its archived files; provided further, that any Confidential Information retained will remain subject to the obligations and restrictions contained in this Agreement.
- 11.4 Leepfrog warrants that it shall maintain reasonable industry standard processes, tools and procedures designed to deter and designed for the detection, prevention, and correction of any unauthorized intrusion, access, or use of the Leepfrog Technology, including trojan, ransomware and copy protect mechanisms.
- 11.5 Leepfrog warrants that the Software, when properly used including through the Subscription Service with the Designated Systems, will perform substantially as described in Leepfrog's then current Documentation for such Software. The parties agree the software will continue to improve, and may change over time and such changes shall not materially adversely affect the functioning of the software. Notwithstanding the warranty provisions set forth in this Section, all of Leepfrog's obligations with respect to such warranties shall be contingent on Licensee/Subscriber use, including use by its Affiliates and their respective officers, directors, trustees, employees and agents, of the Software in accordance with this Agreement and in accordance with Leepfrog's instructions as provided by Leepfrog as such instructions may be amended, supplemented, or modified by Leepfrog from time to time. Leepfrog shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field. NEITHER THE LICENSED SOFTWARE OR THE SERVICES, INCLUDING SUBSCRIPTION SERVICE, ARE DESIGNED, INTENDED, OR AUTHORIZED FOR USE IN ANY TYPE OF SYSTEM OR APPLICATION IN WHICH THE FAILURE OF THE SYSTEM OR APPLICATION COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR (E.G., MEDICAL SYSTEMS, LIFE SUSTAINING OR LIFE SAVING SYSTEMS).
- 11.6 Leepfrog states that it has made all reasonable efforts to avoid infringing on any patent, copyrights, trademarks, trade secret, and other intellectual property rights of third parties, but expressly disclaims any warranty of noninfringement. Although Leepfrog believes that it is the owner or licensee of all right, title and interest in and to all the Software provided, delivered or licensed pursuant to this Agreement, any warranties of noninfringement of third party proprietary rights are hereby expressly disclaimed. Leepfrog represents its belief that it has not knowingly granted licenses to any other entity that would restrict rights granted hereunder except as stated herein. Notwithstanding the foregoing, in the event any Leepfrog products used by Licensee/Subscriber is alleged or found to infringe on the patent, copyright, trademark, trade secret, or other intellectual property rights of others, Licensee/Subscriber sole remedy shall be, in addition to Leepfrog's obligations at Section 13.1, at Leepfrog's sole option and expense, either a) securing rights necessary to continue offering the infringing products or services; b) replacing infringing product with a functionally equivalent noninfringing solution; or c) returning amounts paid by the Licensee/Subscriber for the implementation services provided.
- 11.7 LEEPFROG DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS IN THE SOFTWARE AND DOCUMENTATION WILL BE CORRECTED. THE WARRANTIES STATED IN THIS SECTION ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY LEEPFROG. LEEPFROG MAKES NO OTHER WARRANTIES RESPECTING THE LEEPFROG TECHNOLOGY, SOFTWARE, DOCUMENTATION OR SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF LEEPFROG HAS BEEN INFORMED OF SUCH PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. NO AGENT OF LEEPFROG IS AUTHORIZED TO ALTER OR



EXCEED THE WARRANTY OBLIGATIONS OF LEEPFROG AS SET FORTH HEREIN. LEEPFROG MAKES NO WARRANTIES WHATSOEVER, AND DISCLAIMS ALL LIABILITY, REGARDING THE CLIENT DATA, INCLUDING CLIENT CONTENT PROVIDED BY LICENSEE/SUBSCRIBER.

- 11.8 Licensee/Subscriber's sole and exclusive remedy for any breach by Leepfrog of the warranties in this Section 11 for the Leepfrog Technology shall be, at Leepfrog's option, either (a) return of the Fees paid for the portion of the Software or Service included in the Leepfrog Technology that gave rise to the breach of warranty or (b) update, repair or replacement of the relevant portion of the Software and Service included in the Leepfrog Technology that gave rise to the breach of warranty.

12. Term and Termination.

- 12.1 Term. This Agreement shall initially be in effect for a period starting on the Effective Date and continuing for five (5) years after the Effective Date (the "Initial Term"). After the Initial Term, this Agreement may extended renew for successive one (1) year periods (each a "Extended Term") each commencing upon the expiration of the Initial Term and each Extended Term thereafter (the Initial Term and each Extended Term, if any, shall collectively be referred to assignment as "the "Term") at the sole discretion of George Mason University, unless either party gives written notice of its intention not to extend at least ninety (90) days prior to the end of any Extended Term. The Parties agree such Extended Terms may be occur in the form of invoice, purchase order and payment.
- 12.2 Termination for Convenience. Licensee/Subscriber may terminate in any Extended Term with ninety (90) days prior written notice.
- 12.3 Termination for Cause. This Agreement may be terminated by the nondefaulting party in the event that the other party materially fails to perform or comply with this Agreement or any provision hereof and fails to cure such default upon sixty (60) days' written notice. Additionally, this Agreement may be terminated by the nondefaulting party immediately in the event of one or more of the following incurable defaults (i) a material breach of any of the provisions of Sections 2 (License), 3 (Ownership), or 10 (Confidentiality); (ii) if a party becomes insolvent or admits in writing its inability to pay its debts, or makes an assignment for the benefit of creditors; (iii) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a party; or (iv) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably.
- 12.4 Obligations/Effect of Termination. Upon the termination of this Agreement for any reason:
- i. all license rights to access and use the Leepfrog Technology, Software and Service, including the Subscription Service, granted under this Agreement shall terminate; and,
 - ii. in the event that this Agreement is terminated during the Term by Leepfrog for cause, as provided for in Section 12.3, terminated by Licensee/Subscriber during the Initial Term without cause, or terminated by Licensee/Subscriber without ninety days' notice during any Extended Term, all Fees payable through the end of the then current Initial Term or Extended Term shall accelerate and become immediately due and owed to Leepfrog. Licensee/Subscriber shall immediately pay to Leepfrog all such amounts due and owed. In the event that Licensee/Subscriber terminates this Agreement for cause, as provided in Section 12.3, Leepfrog agrees to refund a prorated portion of monies based on when the Services and Software were provided, how long Licensee/Subscriber had use of and other factors, such as milestone achieved and amount of time in services. Leepfrog will either, in its discretion, credit any amount due from Leepfrog to Licensee/Subscriber to any outstanding Fees of Licensee/Subscriber, or refund such Fees, including any remaining balance thereof to Licensee/Subscriber within thirty (30) days.
 - iii. each party shall return to the other party, or destroy and certify the destruction of, all Confidential Information of the other party in a commercially available format that will not require the assistance or intervention of the returning party; and
 - iv. Licensee/Subscriber shall cease and desist all use of the Software and Documentation and shall return to Leepfrog all full or partial copies of the Software and Documentation in Licensee/Subscriber possession or under its control.
 - v. Leepfrog may agree to continue to provide Ongoing/Subscription Support Services during any transition period provided Licensee/Subscriber pays the standard Fee for such Services.
- 12.5 Survival. In the event of any termination or expiration of this Agreement for any reason, Section 2 License; Section 3 Ownership; Section 5 Modifications; Section 6 Security and Protected Data; Section 7 Services; Section 8 Fees; Section 10 Confidentiality; Section 11 Warranties and Disclaimers; Section 12 Termination; Section 15 Limitation of Liability; and Section 16 Miscellaneous shall survive termination or expiration of this Agreement. Neither party shall be liable to the other party for damages or equitable remedies of any sort resulting solely from terminating this Agreement in accordance with its terms.



- 12.6 Remedies. Each party acknowledges that its breach of the confidentiality restrictions contained herein may cause irreparable harm to the other party, the extent of which would be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the other party may be legally entitled, such party shall have the right to seek immediately injunctive relief in the event of a breach of Section 10 by the other party or any of its officers, employees, consultants or other agents.
- 12.7 Termination Due to Non-allocation of Funds. The parties agree the Agreement shall in no way be construed so as to obligate Licensee/Subscriber beyond the term of any particular appropriation of funds by Licensee/Subscriber state legislature, or beyond any federal funds granted to Licensee/Subscriber, as may exist from time to time. Licensee/Subscriber reserves the right to terminate the Agreement with sixty (60) days advance written notice should Licensee/Subscriber state legislature fail, neglect, or refuse to appropriate sufficient funds as may be required for Licensee/Subscriber to continue payments or if federal grant funds are discontinued, provided that Licensee/Subscriber shall not use any Leepfrog Technology or any CourseLeaf Module as a result of such Non-allocation. In the event funds are no longer awarded and are not available to Licensee/Subscriber, and with sixty (60) days advance written notice Licensee/Subscriber may terminate this Agreement and cease the use of all CourseLeaf products subject to Section 12.4.

13. Indemnification.

- 13.1 Leepfrog will indemnify, defend and hold Licensee/Subscriber, its Affiliates and their respective officers, directors, shareholders, employees and agents harmless from and against all actions, liabilities, claims, losses, and costs, including reasonable attorneys' fees, suffered or incurred by Licensee/Subscriber as a result of claims by third parties that (a) any Leepfrog Technology infringes any third party patent, copyright, trademark or any other third party intellectual property right; (b) any claim that the Leepfrog Branding infringes any third party trademark; (c) Leepfrog's material breach of any covenant of Confidentiality in this Agreement; (e) Leepfrog's violation of applicable Federal or State law; (f) to the extent any action, liability, claim, loss, cost or expense is the direct result of Leepfrog gross negligence or willful misconduct (g) and as provided in Section 6.1(i); in each case, whether arising from or in connection with a demand, action, regulatory action, lawsuit, proceeding (including proceedings under the US Bankruptcy Code), judgment, settlement, appeal or other post judgment proceeding and whether asserted in contract, tort, strict liability or otherwise. All of Leepfrog's indemnification obligations under this Agreement are void if the claim arises as a result of Licensee/Subscriber breach of this Agreement or results from Licensee/Subscriber misuse, modification, enhancement or combination(s) of the Software and to the extent such action, liability, claim, loss, cost, expense or damage arises from a Licensee/Subscriber Indemnitee's gross negligence or willful misconduct. Leepfrog will provide this Section 13.1 indemnification provided that Licensee/Subscriber gives Leepfrog (x) prompt written notice of the claim; (y) control of the defense or settlement of the claim; and, (z) full cooperation, at Leepfrog's expense, in the defense or settlement of the claim. Licensee/Subscriber may participate in the defense of the claim, at its own expense, with counsel of its own choosing. The indemnification obligation set forth in this Section 13.1 shall terminate upon the expiration or termination of this Agreement.

- 13.2 Reserved.

14. Insurance.

- 14.1 Beginning on the Effective Date, Leepfrog shall, at its sole cost and expense, procure and maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate limit, and \$1,000,000 umbrella excess liability, statutory workers compensation; cyber and liability insurance in a minimum amount of \$6,000,000 and shall maintain such commercial general liability insurance during the Term of this Agreement.

15. Limitation of Liability.

- 15.1 LICENSEE/SUBSCRIBER AGREES THAT IN NO EVENT WILL THE TOTAL LIABILITY OF LEEPFROG AND ITS LICENSORS, SUBCONTRACTORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT EXCEED THE NET AMOUNT LEEPFROG HAS ACTUALLY RECEIVED FROM LICENSEE/SUBSCRIBER UNDER THIS SSA OVER THE PREVIOUS TWELVE MONTHS. FURTHERMORE, LICENSEE/SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH LEEPFROG IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY LEEPFROG OF THE RISK OF LICENSEE/SUBSCRIBER'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH LICENSEE/SUBSCRIBER'S USE OF THE LEEPFROG TECHNOLOGY. THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LEEPFROG AND ITS LICENSORS AND SUPPLIERS SHALL NOT BE LIABLE TO LICENSEE/SUBSCRIBER OR ANYONE ELSE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY DAMAGES FOR LOST DATA, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY, AND NEGLIGENCE OR OTHER TORT, AND WHETHER OR NOT LEEPFROG WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.



THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

15.2 LEEPFROG SHALL NOT BE LIABLE FOR ANY COSTS INCURRED OR DAMAGES SUSTAINED BY LICENSEE/SUBSCRIBER OR ANY OTHER PARTY IN CONNECTION WITH THE USE OF THE TEST ENVIRONMENT(S).

16. Miscellaneous.

- 16.1 Understanding; Applicable Law. Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by it. Each party acknowledges that such party has not been induced to enter into such agreements by any representations or statements, oral or written, not expressly contained herein or expressly incorporated by reference. The validity of this Agreement and all matters pertaining thereto, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined in accordance with United States law, expressly by the laws of the Commonwealth of Virginia, without regard to conflict of law principles.
- 16.2 Notice. Any notice required for or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given: by personal delivery, when delivered personally; or, by overnight or international courier upon written verification of receipt; or, by fax transmission report or by certified or registered mail, return receipt requested, upon verification of receipt; and by email upon verification of receipt. All notices must be sent to the addresses first described above or to such other address that the receiving party may have provided for the purpose of notice in accordance with this Section. All notices to Leepfrog shall be sent to Lee Brintle, President & CEO, 2451 Oakdale Blvd., Ste. 100, Coralville, IA 52241.
- 16.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the other party's prior written consent, except to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets, so long as such surviving entity or purchaser shall expressly assume in writing the performance of all of the terms of this Agreement.
- 16.4 Independent Contractors. The parties are independent contractors. Neither party shall be deemed to be an employee, agent, partner, or legal representative of the other for any purpose and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other.
- 16.5 Force Majeure. Neither party shall be liable to the other or their agents for damages or otherwise failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, telecommunications outages, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such party; provided, however, that the affected party has not intentionally or negligently caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s). If Licensee/Subscriber does not pay the applicable Fees for the use Leepfrog Technology, specifically CourseLeaf Modules, Licensee/Subscriber shall not use such CourseLeaf Modules in whole or in part during any such Force Majeure.
- 16.6 Waiver. The failure of either party to require performance by the other party of any provision shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- 16.7 Precedence. In the event of a conflict between the terms of this Agreement and any Exhibit attached hereto, or any subsequent Statement of Work, unless and only to the extent expressly stated otherwise in the Exhibit, Statement or Work, the inconsistency or conflict will be resolved by giving precedence as follows: i) the terms of GMU-GL0606-24, Section VII.
- 16.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.
- 16.9 Headings. The Section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such paragraph, or in any way affect such agreements.
- 16.10 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. Facsimile copies of signatures on this Agreement shall have the same effect as original signatures.



- 16.11 Entire Contract. This Agreement, Exhibits, Statements of Work hereto, constitute the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes, and the terms of this Agreement shall govern, any other prior agreements (past SSAs) or collateral agreements with respect to the subject matter hereof, including without limitation any terms or conditions Licensee/Subscriber or CourseLeaf Administrators accept during download, use or installation of Software. For the duration of this Agreement, this Agreement supersedes the terms on or referenced by any purchase orders Licensee/Subscriber may provide and such additional terms contained in or referenced by a Licensee/Subscriber purchase order are not binding on Leepfrog without an express written acknowledgement of agreement to such terms executed by a duly authorized officer of Leepfrog.
- 16.12 Disputes. Any dispute, claim, differences or questions arising in relation to this Agreement or the breach thereof shall be referred in the first instance to the President & CEO of Leepfrog, or their designated representative, and the Chief Administrative/Finance Officer of Licensee/Subscriber, or their designated representative, who shall meet together and attempt to settle the dispute between themselves (acting in good faith). If the President & CEO of Leepfrog, or their designated representative, and the Chief Administrative/Finance Officer, or their designated representative, of Licensee/Subscriber fail to resolve the Dispute within six (6) months, either party may escalate the dispute to mediation.
- 16.13 Compliance with Laws. Each Party hereto will comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement, including data and privacy laws.
- 16.14 EEO/AA. Leepfrog does not discriminate against any applicant for employment, or any employee because of age, color, sex, disability, national origin, race, religion, or veteran status. Leepfrog’s utilizes EEO policies in their advertising, application procedures, compensation, employment, benefits, job assignment, job classification, leave, promotion, training, and working conditions, etc.

17. Group Purchase (“Piggyback”) Provision.

- 17.1 In the event Licensee/Subscriber is an agency or political subdivision of the sovereign State (or Commonwealth) in which it is located, or is a member of a higher education purchasing cooperative, Leepfrog hereby offers to other institutions of higher education within the same state system or purchasing cooperative as Licensee/Subscriber (each an “Affiliate Institution”) the opportunity to establish an institution-specific license with Leepfrog under substantially similar terms and conditions as this Agreement. Affiliate Institution licenses shall be priced using the same formula as this Agreement but adjusted according to the size of and scope of services requested by the Affiliate Institution. Leepfrog may also adjust the term period of an Affiliate Institution’s license as well as operational provisions specific to the needs of the Affiliate Institution, including delivery, installation, services, and invoicing processes. Affiliate Institutions may license the CourseLeaf suite of products and Licensee/Subscriber shall confirm, in writing, each Affiliate Institution eligible for the benefits described in this section.

18. Accessibility.

- 18.1 Leepfrog is not a WCAG credentialing organization and provided all data and information sent by GMU to be used by Leepfrog is rated W3C Web Content Accessibility Guidelines, version 2.2 (“WCAG 2.2”) compliant, Leepfrog warrants the Leepfrog Technology, in its default public facing form, conforms to the W3C Web Content Accessibility Guidelines, version 2.2 (“WCAG 2.2”) at conformance levels A and AA or will be modified to be compliant. Leepfrog will ensure that accessibility considerations are included in any and all Scope of Work.

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

DocuSigned by:
GEORGE MASON UNIVERSITY
 By: James Russell
2F81E096C77E4DC...
 Name: James Russell
 Title: Purchasing Director
 Date Signed: 12/20/2024

DocuSigned by:
LEEFROG TECHNOLOGIES, INC.
 By: Greg Soare, VP Higher Ed Accounts
25E54C04D5B2477...
 Name: Greg Soare
 Title: Vice President, Higher Education Accounts
 Date Signed: 12/20/2024

EXHIBITS

Exhibit A - Fees



- Exhibit B - Ongoing/Subscription Support Services
- Exhibit C - CourseLeaf Data Security and Processing Policy
- Exhibit F – CourseLeaf CIM Refresh Curriculum Inventory Management
- Exhibit G – CourseLeaf Banner Bridge and Transfer Package



PRICING IN THIS EXHIBIT A RESERVED UNTIL PARTIES DETERMINE FINAL PRICING

EXHIBIT A - FEES

CourseLeaf CAT Ongoing Subscription/Support Fee† – Due Annually	
CAT Annual Subscription Fee	\$26,033
<i>Services listed in Exhibit B of the SSA</i>	

CourseLeaf CIM Refresh – Due Upon Signature of the Agreement/SOW	
CIM One-Time Fee	\$21,857

CourseLeaf CIM Ongoing Subscription/Support Fee† – Due Annually	
CIM Annual Subscription Fee	\$39,633
<i>Services listed in Exhibit B of the SSA</i>	

CourseLeaf CLSS Ongoing Subscription/Support Fee†– Due Annually	
CLSS Annual Subscription Fee	\$53,388
<i>Services listed in Exhibit B of the SSA</i>	

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

**In cases of dual purchase of CourseLeaf CAT and CourseLeaf CLSS, Licensee/Subscriber will be provided with a single instance of Focus Search, which Licensee/Subscriber may elect, at no additional cost, as either CourseLeaf CAT Focus Search (with course level data only) or CourseLeaf CLSS Focus Search (with section level data only).

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

Payment Schedule and Instructions

- A. Upon signature of this Agreement/SOW, Licensee/Subscriber agrees to pay the Fees listed in Exhibit A. All fees are due within 30 days of Leepfrog invoice:
- B. Leepfrog will invoice Fees in the following order:
 - 1st) Upon execution of the Contract, Leepfrog will Invoice the CIM Refresh Implementation Fee (\$21,857).
 - 2nd) The CourseLeaf CIM, CIM and CLSS Modules current Ongoing Subscription/Support Services Term will remain as Dec 2 to Dec 1 annually and Leepfrog will Invoice for the annual support approximately forty (40) days prior to new Term date...
- C. **NOTE:** In those cases where Licensee/Subscriber has implemented more than one CourseLeaf module, Leepfrog will invoice the Ongoing/Subscription Support Fees of the second module and subsequent Modules on a prorated basis so that the annual support dates sync with the existing term of the first CourseLeaf Module implemented or the Term dates as previously accepted.
- D. †All Ongoing/Subscription Support Fees shall increase on an annual basis by 3% commencing at the 2030-2031 year.



E. Fees for Optional CourseLeaf Professional Services (CPS) will be invoiced upon signature of an applicable Statement of Work.

All amounts payable hereunder by Licensee/Subscriber shall be payable in U.S. currency (United States Dollars/USD) without deductions for taxes, assessments, fees, or charges of any kind. Checks shall be made payable to Leepfrog and shall be delivered to Leepfrog by mail at the following address: Accounting Department, c/o Accounts Receivable; 2451 Oakdale Blvd., Ste. 100, Coralville, IA 52241, arleep@leefrog.com; 319-337-3877, Fax 888-437-7435.

If Licensee/Subscriber is tax exempt, Licensee/Subscriber shall provide a copy of the appropriate tax exemption certification to Accounting Department, c/o Accounts Receivable; 2451 Oakdale Blvd., Ste. 100, Coralville, IA 52241, arleep@leefrog.com

All other costs or services, including additional products or services, customization or personalization or other services, shall be in the form of an Exhibit, Statement of Work and will be invoiced in accordance with the Agreement.



EXHIBIT B – ONGOING/SUBSCRIPTION SUPPORT SERVICES

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

Licensee/Subscriber agrees to the following responsibilities:

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

1. Hours of CLHelp Support Services

Support Hours

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

2. How to report Issue and Establish CLHelpTicket

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

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

3. Information required when reporting Issue

1. Date and Time	Date and Time Issue occurred / was discovered. Date and Time (including approximations and ranges) assists CLHelp in searching logs.
2. User ID	CourseLeaf User ID experiencing Issue.
3. Live/Public/Next	Identify which site is affected / impacted.
4.Product	Identify CourseLeaf product affected / impacted (CourseLeaf CAT, CourseLeaf CIM, CourseLeaf CLSS, CourseLeaf SYL or CourseLeaf PATH w/Registration Management).



5. Page(s), Course(s), and/or Program(s) affected / impacted	Provide specific page url(s), course code(s) and/or program code(s). Report the specific key when working with Course Admin or Program Admin.
6. Describe the Issue	A complete description of the Issue including the effect upon ability to complete updates.
7. Web Browser Name and Version	Identify name and version of browser.
8. Warning / Error Message	Identify any warning or error messages that may have displayed.
9. Steps to Reproduce	Describe the action steps taken leading to the Issue. When diagnosing any Issue, it is Leepfrog’s best practice to attempt to reproduce the Issue to gain a complete understanding of how the CourseLeaf software is operating.
10. Screenshot	Attach a screenshots or files or any other information in support of the Issue.
11. Your Requested Due Date	Identify the Date / Time you request or require resolution to a reported Issue. Leepfrog will take every reasonable step and work with Clients to meet this Date/ Time, requested which in some cases may require the re-ordering of other open Issues.

4. How to check the status of an Issue

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

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

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

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

CourseLeaf Request Update
[View Request History](#)

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

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

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

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

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

Licensee/Subscriber will be provided appropriate notification of modifications to services such as new feature implementation or enhancements to existing features. In the rare case where a modification to services provided may include a suspension or discontinuance of services, materially affects



the manner in which Licensee/Subscriber utilizes the services, or limits to certain features or restrictions of services, Leepfrog will contact Licensee/Subscriber, discuss and jointly develop a plan with Licensee/Subscriber prior to any such modification.

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

CLHelp Ticket Prioritization						
	S1	S2	S3	S4	S5	S6
	Public Defect	Next Defect	Licensee/Subscriber Requirement	Repair	Roadmap Enhancement	Client-Specific Enhancement
Software Behavior	Incorrect.	Incorrect.	Software is functioning as specified in the original project implementation but a client-specific change is requested. See section below for more information.	Incorrect. Support assessment and replication required.	Software is functioning as specified in the original project implementation.	Software is functioning as specified in the original project implementation.
Production and Live Environment Availability	Unable to use, work or perform work.	Unable to use, work or perform significant portions of work.	Unable to use, work or perform some portions of work.	Unable to use, work or perform some portions of work.	Able to use and perform work.	Able to use and perform work.
Number of CourseLeaf Administrators Affected	Large impact	Large to moderate impact.	Large to moderate impact.	Moderate to low impact.	Low to no impact.	Low to no impact.
Availability of Workaround	None.	None.	May be available.	Available.	May be available	May be available
Targeted Response Time During Normal Business Hours	2 hours	3 business hours	8 business hours	8 business hours	5 business days	5 business days
Targeted Resolution Time During Normal Business Hours	4-6 business hours	1-5 business days	Will be determined in joint discussion with Licensee/Subscriber	Will be determined in joint discussion with Licensee/Subscriber	Will be determined by Leepfrog	Will be determined by Leepfrog in consultation with Licensee/Subscriber

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

- Changes to the operating system or use of the software or services on equipment other than the equipment for which the software was designed and licensed, unless such changes, including changes to equipment, are approved in writing by Leepfrog.



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

6. Classification of S3 Licensee Subscriber Requirement Ticket

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

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

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

7. Template Refresh

Template Refresh means Leepfrog’s service to update your CAT Template look and feel to remain consistent with any Licensee/Subscriber branding changes. This service is available upon written request once each year on a limited basis. Functioning HTML, CSS and JavaScript must be provided and meet existing functionality. Comprehensive changes and updates are available as part of Leepfrog’s Impact Services which may, in whole or in part, require a SOW and may include additional scope, schedule and cost. CLHelp will work with you to determine which refresh options best fit Licensee/Subscriber needs.

8. CourseLeaf Professional Services

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

9. Software Updates

A) General Information

- Leepfrog provides an Update to CourseLeaf software annually which is delivered at the time the CourseLeaf CAT (catalog) is advanced to the next catalog edition for editing. CourseLeaf Updates may include Updates to module transfer packages and bridges which are vital to the function of CourseLeaf.
- For Clients who do not have CourseLeaf CAT, the Update is delivered annually at a time determined by the Licensee/Subscriber. Licensee/Subscriber is required to accept an Update of software annually.



- Leepfrog recommends that all Updates occur in a test environment prior to release in a production environment. Upon request, e Leepfrog will deliver the Update to a test environment, enabling Licensee/Subscriber review and test prior to production release.
- Clients are often required to schedule updating other systems internally. Licensee/Subscriber will coordinate with their other internal departments and have resources available for Update at the same time as the CourseLeaf CAT advance, or will provide another annual window for Updating CourseLeaf software. Leepfrog recommends Clients add CourseLeaf to their release management process and contact Leepfrog upon changes to their SIS configuration, environments, network or security protocols. Changes to your SIS may adversely affect the operation of CourseLeaf. Leepfrog offers Professional Services to assist Clients with their data migration where Client has elected to purchase new or different Student Information System (SIS). These Professional Services are available on a Statement of Work (SOW) and additional scope, schedule and cost may apply and is outside the scope of Leepfrog's Implementation. Contact your Account Executive for more information.
- Release notes outlining new features and bug fixes for CourseLeaf software may be found by clicking the Help tool in CourseLeaf. Release notes for software installed in other systems may be found at <https://swdist.courseleaf.com>
- At Leepfrog's discretion, software may also be updated in order to provide resolution to a software defect at a time other than the CourseLeaf CAT advance.

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

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

11. CourseLeaf PATH w/Registration Management Registration Event

A registration event is the timeframe in which the Client allows its student users to register for courses for the upcoming term. Because this activity revolves around the student users, preparation within Leepfrog and CourseLeaf is required. CourseLeaf PATH w/Registration Management registration events require Leepfrog personnel coordinate in real time with Client.

At least thirty (30) days prior to any registration event, Client must inform CLHelp in writing of the following. Upon receipt of the written notice above, CLHelp will schedule the registration event.

1. Number of registration events;
2. Dates and times of each registration event;
3. Anticipated number of registrants;
4. Identify any concerns
5. Identify any special circumstances
6. If Client wants to have a scheduled conference call/meeting with CLHelp prior to the registration event, including at least two (2) proposed dates and times.

12. User Acceptance Testing (UAT)

Leepfrog provides a Test Environment that can be synced with Client's production site. The Test Environment site is provided so Licensee/Subscriber can test the CourseLeaf software and any configuration or software change prior to moving those changes to Client's production environment. As part of Leepfrog's Client Responsive Project Schedule, Licensee/Subscriber is required to test thoroughly by using the software in the Test Environment as they expect to use in Production. Client's active participation and time for testing, particularly in those cases of new features or software enhancements,



is required. This User Acceptance Testing (UAT) is a vital process step in measuring the software's adherence to Licensee/Subscriber agreed upon Specifications. UAT Testing occurs within thirty (30) days of receiving Leepfrog's changes and updates.

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

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

Contact lfraining@leefrog.com for any training, LilyPad and User Community questions.

13. Training

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

14. CourseLeaf Client Success

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

15. Leepfrog Annual Users Conference (LUC)

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

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

16. Statement of Work Process

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

17. Backups

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

18. System Availability

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

19. Urgent and Intermittent Outages

In the case of any outage, Leepfrog will promptly take all commercially reasonable corrective action to isolate and identify the Issue and develop a corrective action plan to remedy the outage. Those outages that stop and prevent CourseLeaf operations are considered "Urgent". Outages that cause



interrupted or irregular operations are considered “Intermittent”. Licensee/Subscriber agrees that from time to time the services may be inaccessible or inoperable for reasons such as: (x) equipment malfunctions; (y) periodic maintenance procedures or repairs which Leepfrog may undertake from time to time; or (z) causes beyond the control of Leepfrog or which are not reasonably foreseeable by Leepfrog, including interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. Licensee/Subscriber agrees that Leepfrog has no control of availability of services on a continuous or uninterrupted basis as a result of causes beyond its reasonable control and Leepfrog shall not be responsible for any resulting loss or liability incurred by Licensee/Subscriber as a result of causes beyond Leepfrog’s control.

20. CourseLeaf Hosting

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

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

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

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

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

22. Disaster Recovery

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

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

Leepfrog advises and Licensee/Subscriber understands that from time to time the services may be inaccessible or inoperable for reasons such as: (x) equipment malfunctions; (y) periodic maintenance procedures or repairs which Leepfrog may undertake from time to time; or (z) causes beyond the control of Leepfrog or which are not reasonably foreseeable by Leepfrog, including interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. Licensee/Subscriber agrees that Leepfrog has no control of availability of services on a continuous or uninterrupted basis as a result of causes beyond its reasonable control and Leepfrog shall not be responsible for any resulting loss or liability incurred by Licensee/Subscriber as a result of causes beyond Leepfrog’s control.

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

23. Suspension of Services

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

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

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

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

24. Data Security, Integrity and Notification Process



As part of Leepfrog's processes, Leepfrog agrees that if it discovers or is notified of a security breach, Leepfrog will, as known at that time:

- a. Notify University of such security breach as soon as reasonably possible with a target of not later than two (2) business days;
- b. Include the nature of the security breach in the notification;
- c. Identify which Protected Data is included in the security breach;
- d. Who made the security breach;
- e. Investigate and remediate the security breach at least to the extent required by applicable law, and;
- f. To the degree the security breach resulted solely and directly from a material failure of Leepfrog systems, and in Leepfrog's sole discretion;
- g. Leepfrog will be responsible for applicable direct damages, as required by state statute or federal law, associated with a Security Breach to the degree attributable directly and solely to the grossly negligent or willful actions of Leepfrog, which costs shall include the mailing of legally required notices, providing credit monitoring, and governmental/regulatory fines and penalties that may be due and owing.
- h. In all cases, any and all of Leepfrog's notice of and/or response to any security breach, of a breach of any kind including alleged or potential breach, does not indicate or include any assumption of risk or liability by or on behalf of Leepfrog.

23. Data Security and Integrity

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

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

Leepfrog uses and will continue to use industry standard security tools and technologies such as encryption, anti-malware protections, network and host-based firewalls, vulnerability management and intrusion detection methods in providing the Services under the Agreement

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

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

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

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

25. Security Audits

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



EXHIBIT C – DATA SECURITY AND PROCESSING POLICY

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

1. Scope of Policy

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

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

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

3. Rights of Students, Individuals, and Data Subjects

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

4. Data Protection Impact Assessments

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

5. Notification of Information to the Data Protection Authorities

- 5.1 If applicable, Licensee/Subscriber will provide Leepfrog with the name and contact details of the Licensee/Subscriber’s local representative and/or data protection officer and will ensure that such information is kept accurate and up to date. Where requested by the regulatory authorities and required under the Data Protection Law, Leepfrog is entitled to provide this information to them.

6. Security and Technical Program



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

7. Sub-Processors

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

8. Termination

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

9. Use of De-Identified Data

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

10. Audit Rights

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

11. Effect of Policy

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

12. Definitions



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

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

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

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

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



EXHIBIT F – COURSELEAF CIM REFRESH - CURRICULUM INVENTORY MANAGEMENT STATEMENT OF WORK

1. Objective Scope and Deliverables

1.1. Workflow Engine and Course and Program Forms

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

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

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

1.2. Course and Program Forms Functionality

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

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

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

1.3. Tracking Changes

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

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

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

1.4. Authentication Services

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

2. Staffing, Roles and Responsibilities

2.1. Primary Contact

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



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

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

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

2.2. Steering Committee Resources Required from Client

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

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

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

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

2.3. Client Responsibilities

The client will fulfill the following responsibilities:

1. Designate and task a primary contact with authority and responsibility for the following:
 - Overall management and decision making throughout project.
 - Share project scope, schedule and cost information with Client Steering Committee.
 - Interface with Leepfrog Implementation personnel.
 - Delivery of all documentation and information to Leepfrog.
 - Coordinating the assignment of responsibilities within their organization.
 - Ensuring key administrators and CourseLeaf Administrators participate in testing and training
 - Execute Substantively Completed Specifications.
 - Ensure key participants, prepare for, attend and participate joint meetings and reviews.
2. Establish Client Steering Committee of client's subject experts that represent the views of all relevant constituencies and identify decision makers for each constituency.
3. Gather, compile and submit complete and accurate Business Requirements.
4. Comprehensively test courses and provide all areas of feedback.
5. Establish an initial level of data structure, as well as author policies and workflow configuration (IT personnel and/or Functional personnel).
6. Provide guidance and instruction on integrating CourseLeaf from technical perspective (IT personnel).
7. Provide responses to and jointly discuss Technical Intake documents.
8. Provide feedback on the implementation of specifications at the appropriate intervals during the project. Feedback and edits must be given through a primary contact.
9. Jointly evaluating the Test Environment with Leepfrog, and providing input to course correct.



2.4. Leepfrog Responsibilities

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

1. Identify project Business Requirements through Client's specifications and workflow.
2. Review submitted Business Requirements with Client.
3. Develop Rough Draft of Client's customized CourseLeaf CIM.
4. Conduct real time joint review with Client in the Review Session.
5. Finalize Requirements into Substantively Completed Specifications.
6. Sync Test and Migrate Client Data.

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

3. Dependencies

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

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

3.1. Client Responsive Project Schedule

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

3.2. Business Requirements and Specifications

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

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

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

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

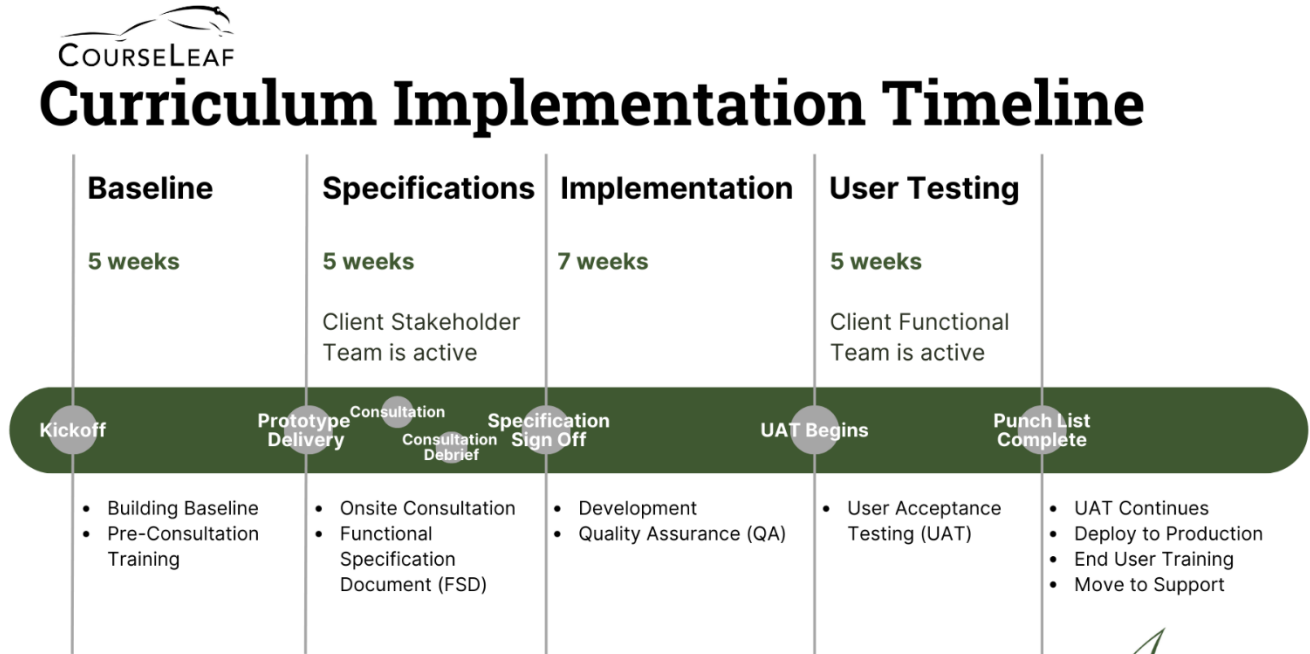
To facilitate CourseLeaf CIM implementation process, Leepfrog advises clients to review and revise current processes and forms as needed, to ensure the CIM Business Requirements submitted reflect the client's desired process moving forward.

3.3. Testing and Feedback



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

4. Project Schedule Timeline and Milestones



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



4.1. Project Planning Welcome Call

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

4.2. CourseLeaf CIM Orientation, Business Requirements and Kickoff

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

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

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

4.3. Joint Review Meeting, Leepfrog Form Building & Workflow Setup

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

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

4.4. Pre- Consultation Activities



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

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

Leepfrog will then hold an internal Pre Consultation meeting. The Client Services Manager, Business Analyst, Developer and Implementation Consultant discuss the outcome of the Joint Review Meeting and initial development of Client forms. As an outcome of this meeting, the Implementation Consultant will be prepared to facilitate the Consultation and make recommendations on how CourseLeaf CIM can best meet the Client's business needs.

4.5. Consultation

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

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

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

4.6. Post Consultation Debrief and Substantively Complete Specifications

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

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

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

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

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

4.7. Client Testing

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

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

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

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



4.8. Review Session, Final Testing and Final Form Sign Off

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

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

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

4.9. Synchronization (Sync) Testing

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

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

4.10. Deployment to Production, Data Migration and Transition to Support

Following sync testing, Leepfrog's Client Services Manager (CSM) will work with Client to identify a mutually agreed time in which Client will move their program data. Client is responsible for performing a complete migration of their Program content from CourseLeaf CAT into CourseLeaf CIM. Each Client will select content on their catalog page they require migrated to enable each integration point for each Program. The migration process is covered in a training session and in documentation on the LUC site and Leepfrog provides the migration spreadsheet template to further assist Client with this process.

The CSM will work with the Client to also identify a mutually agreed time for Leepfrog to move the completed Forms from the Test Environment into the Next Environment which is the production stage for the CourseLeaf CIM Module. Leepfrog's move to Next marks the completion of the CIM Implementation process.

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

4.11. Training

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

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

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

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

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

4.12. Notice of Delivery and Transition to Support

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

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



4.13. Change Notification

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

5. Assumptions

Client is responsible for performing a complete migration of their Program content from CourseLeaf CAT into CourseLeaf CIM

6. Out-of-Scope

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

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

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



EXHIBIT G – COURSELEAF BANNER BRIDGE AND TRANSFER PACKAGE

Leepfrog is proud to be a member of the Ellucian Partner Advisory Council.

CourseLeaf's Banner Bridge accomplishes three functions:

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

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

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

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

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

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

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

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

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

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

The tables in the bulleted list below are currently available for updates through the Banner Bridge. Licensee/Subscriber specific tables included as part of Implementation are determined by the Banner course data used in the CourseLeaf CIM database and CourseAdmin form. As part of Leepfrog's standard implementation services, Leepfrog will migrate one load of courses as they currently exist in Banner. Should Licensee/Subscriber's course data not currently exist in Banner, Leepfrog is available to assist in organizing and migrating course data from a location other than Banner on a Statement of Work and additional scope, schedule and cost may apply.

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



- SCBCRKY – Course Catalog Base Table
- SCBCRSE – Course General Information Base Table
- SCRLEVL – Course Level Repeating Table
- SCRGMOD – Course Grading Modes Repeating Table
- SCRSCHD – Course Schedule Type Repeating Table
- SCRSYLN - Course Syllabus Course Long Name Table
- SCBDESC – Course Catalog Description Narrative Text Table
- SCRATTR – Course Attribute Repeating Table
- SCRCORQ – Course Co-requisites Repeating Table
- SCREQIV – Equivalent Course Repeating Table
- SCRRATT – Course Student Attribute Repeating Table
- SCRRCLS – Course Class Restriction Repeating Table
- SCRRLVL – Course Level Restriction Repeating Table
- SCRRMAJ – Course Major Restriction Repeating Table
- SCRRCMP – Course Campus Restriction Repeating Table
- SCRRST – Course Test Score Restriction and Prerequisite Table

Banner Transfer Package (Required for CourseLeaf CLSS and CourseLeaf PATH w/Registration Management)

The Banner Transfer Packages (BTP) are PL/SQL packages which allow CourseLeaf to pull catalog (course), section (class), and curriculum (program) information from Banner. Each extract is generated with data effective as of a specific effective term, for tables that are effective term controlled. This is a read-only service and does not modify any data. There are different files to download catalog, section, and curriculum specific tables, along with their associated validation tables. The packages use remotely-accessible web services that return XML- formatted information based on the parameters provided to the package.

The transfer packages are called on demand, eliminating the need for nightly transfers which allows CourseLeaf to remain in tighter synchronization with Banner. CourseLeaf also provides the effective term as a parameter, eliminating the need for separate packages for CourseLeaf CAT and CourseLeaf CIM. Using the BTP greatly reduces the effort and delay involved with synchronizing Banner and CourseLeaf.

Each transfer is effective term filtered, providing a snapshot based on a specific point in time. In most installations, CourseLeaf will re-export the results of a BTP download back in the TCFDB reporting environment and because the information is nonsensitive and effective term filtered, an institution may find it more convenient to query CourseLeaf's TCFDB data warehouse for Banner information rather than querying against Banner directly.

The BTP is part of a family of Ellucian integration modules with CourseLeaf; the other modules are documented elsewhere:

- **CIM Bridge for Banner:** Update the SCACRSE family of tables
- **CLSS Bridge for Banner:** Update the SSASECT family of tables
- **SAM Module for Banner:** Retrieve student-specific data and aggregated course demographics
- **CART Module for Banner:** Calculate course eligibility and registration cart management
- **Degree Works Add-Ons:** Extensions to the BTP and SAM packages that provide access to information within Degree Works.

There are three packages. Each package consists of the following PL/SQL files:

- Header file (PKS)
- Baseline package and utilities (PKB)
- Local extension header file (PKS)
- Local extension body (PKB)

The packages are designed to be installed within the Self Service Banner (SSB) environment. For most institutions, the SSB environment is already accessible to the outside world and has the correct database DAD to access the Banner tables. Once compiled, an institution uses Web Tailor to provide public (anonymous) access to these packages. An SSB login is not required to use these packages – the packages do not check for a logged-in user and therefore can be accessed without a Banner login or an SSO login. The packages themselves manage the authorization prior to processing Banner data. By using public access points, the calling services do not need to negotiate SSO authentication to use these services.

The vast majority of the information within the transfer packages is either public or nonsensitive. Leepfrog recommends controlled access to the BTP for enhanced security. Controlled access can be easily accomplished with configuration of variables within the BTP themselves. There are three methods for controlling access, any combination or none of these three methods can be used:

1. **PIN.** A short, reusable shared PIN and the BTP verifies that the correct PIN has been sent with each web request.
2. **Hash.** Similar to a PIN, but automatically varies on each data item requested. For the catalog package with CourseLeaf CIM, there is no functional difference between PIN and hash methods for the download of the '999999' term, as the hash never varies for this request.
3. **IP restriction.** The BTP can check to see if the initiator is calling from an approved IP address (v_authorized_clients_ips). While the strongest protection in that it does not require a shared secret that can be discovered, it has the disadvantage of requiring maintenance as CourseLeaf



may migrate servers to different IP addresses from time to time. If your system uses a load balancer, you may need to configure the IP addresses of the switch (v_content_switch_ips) in addition to the remote IP address.

The entire transfer session is encrypted using the SSL/TLS protocols within either SSB itself or the front end load balancers between SSB and the public internet. CourseLeaf validates the SSL certificate from Banner SSB (or its proxy) prior to sending the PIN and/or hash information.

The Banner Transfer packages requires:

- Banner Student 8.3 or higher (either with or without DBEU) or Banner 9 (XE)
- Self-Service Banner (SSB)
- Oracle 10gR2
- Non-VPN access from CourseLeaf's servers to SSB via the public internet

Note: Leepfrog is 'Ready to Engage' and is working closely with Ellucian and following the progress of Ellucian Banner upgrade to Ellucian Ethos. From CourseLeaf product perspective, some of the data values have been delivered, e.g. academic levels and course titles, and some of the data values have not been delivered, e.g. such as the description, attributes and restrictions of courses. Until all data elements required for CourseLeaf products are supported in Ethos, Leepfrog will not be able to release an updated Ethos transfer package.



Purchasing Department
4400 University Drive, MS 3C1, Fairfax, VA 22030
Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>

October 21, 2024

Mr. Greg Soare
Leepfrog Technologies, Inc
Vice President-VP, Higher Education
2451 Oakdale Blvd, Ste 100
Coralville, IA 52241

SUBJECT: RFP GMU-GL0606-24, Academic Course, Event Scheduling, Course Catalog, and Curriculum Management Software-Negotiation Letter #3

Dear Mr. Soare:

The committee has completed its review of the proposals submitted in response to the subject RFP. After evaluating your proposal, the committee has selected your firm, Leepfrog Technologies, Inc., as one of the companies to advance to negotiations, as outlined in Section XIII, B of the RFP. We would appreciate your response to the following:

1. GMU Standard Contract GMU-GL0606-24 Terms and Conditions:

As part of Request for Proposal RFP GMU-GL0606-24 Mason provided a Sample Contract (Attachment B) and a Data Security Addendum (Attachment C). It is the intent of this solicitation to base the final contractual documents off of Mason's standard two-party contract, Mason's General Terms and Conditions, and Mason's Data Security Addendum (DSA). Will Leepfrog require Mason to incorporate any of your firm's documents or terms and conditions into the final contract if award is made to your firm?

Leepfrog Technologies Response: Yes, Leepfrog will require the incorporation of certain terms and conditions, consistent to those we have already agreed to with GMU, into the final contract. We have included a redlined version of the contract for your review. We are happy to discuss any questions or adjustments where necessary.

GMU: Noted

Other documents may be incorporated into the final contract, either by way of attachment or by reference, but in all cases this contract document and Mason's Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of this contract. If Leepfrog Technologies requires any other documentation or language to appear in the final contract please provide those documents to me in Word format for my review. If there is any other language in any of the Mason documents mentioned above that Leepfrog Technologies takes issue with, please supply those redlines and comments in the attached Word document as soon as possible.

Note: As an entity of the Commonwealth of Virginia (a government agency) - Mason cannot agree to the following:

- An express or implied waiver of sovereign immunity.
- An agreement to indemnify, defend or hold harmless any entity.
- An agreement to maintain insurance.
- An agreement providing for binding arbitration.
- An agreement providing for the payment of attorneys' fees, costs of collection, or liquidated damages.
- Waiver of jury trial.

- Choice of law or venue other than the Commonwealth of Virginia.
- Untimely delay or failure to reach an acceptable agreement/contract may result in Mason being unable to move your firm to the next phase in the RFP process.

Leepfrog Technologies Response: We have uploaded the redlined document with our requested changes and comments for your review. Please let us know if you have any questions or require further adjustments.

GMU Response: Please see GMU's response to your redlines

Leepfrog Technologies Response: Thank you. We have our updated revisions for your review. Note, pricing has also been added to Exhibit A.

2. Mason is an educational institution and entity of the Commonwealth of Virginia. As such, we are obligated to ensure that all pricing and contractual elements meet our institution's needs. In light of the potential for a multi-year award that could potentially result in a ten (10) year contract and our long-standing relationship, GMU request you revisit your pricing for each subscription and provide reduction in your rates. Additionally, provide firm-fixed pricing for the entire five-year base term.

An incentive of being awarded a contract with George Mason University is that it will be a cooperative contract vehicle through VASCUPP, Virginia Association of State College & University Purchasing Professionals, which can and likely will be used by other Commonwealth of Virginia Universities and state agencies. It will also be open and available to agencies outside of the Commonwealth of Virginia as this RFP will result in a cooperative, competitively solicited contract. Please note that you do not have to resubmit your entire proposal if you are only adjusting your pricing. We only need to see the pricing adjusted unless other aspects of your offer are impacted.

Leepfrog Technologies Response: We value our relationship with GMU and are committed to providing a solution that aligns with your institution's needs. Uploaded separately is the updated pricing table, which outlines costs for the entire five-year base term, including the CIM Refresh requested in Response 3. To demonstrate our commitment to this partnership, we have reduced the annual subscription escalation rate to 3% year-over-year and will honor this rate throughout the potential 10-year contract. Additionally, we have reduced the cost of the CIM Refresh by 21%.

GMU Response: The intent of issuing a multi-year agreement is to lock rates for the duration of the base period. Please review your pricing and agree to lock in Year 1 rates for all 5 years. GMU appreciates and is willing to agree to an uplift of 3% for the duration of five (5) the optional years

Leepfrog Technologies Response: We have reviewed and approved this request. There is no uplift in the annual subscription fee for Years 1-5. This is now reflected in Exhibit A of the SSA.

GMU Response 11.11.24: Please note that GMU received an invoice for renewal of services from 12/2/2024-12/1/25 at a rate that is significantly less than what was quoted in your proposal \$107,726.61. the period of performance for this solicitation will begin 12/2/2024 – 12/1/2025-please provide a response for this substantial difference between the renewal quote and proposal?

Leepfrog Technologies Response: The invoice was sent in error by our Accounting Team as they were unaware of our current negotiations and the impending CIM Refresh as part of the renewal of services. They were attempting to be proactive with the renewal process as we regularly bill a client 45 days prior to subscription expiration under existing terms unless it has been indicated that the client is cancelling their agreement. The difference between the renewal quote and proposal is attributed to the updated annual cost of CIM following the CIM Refresh. In GMUs prior contract and rolling forward since 2015, CIM and CAT were billed as a single line item. We will now be billing CIM as a separate line item with the added functionality of the CIM Refresh which accounts for the uplift in CIM subscription. We apologize for any inconvenience this miscommunication has caused.

GMU Response 11.19.24: Clarification noted.



3. In addition to the information submitted by Leepfrog

Purchasing Department
4400 University Drive, MS 3C1, Fairfax, VA 22030
Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>

Technologies for the Academic Course, Event Scheduling, Course Catalog, and Curriculum Management Software RFP, we are interested in obtaining additional information from the vendor on the following:

- **Increased Service Level Agreement** – We are interested in understanding the service tiers offered by Leepfrog with the intention of increasing the service-level support we receive from Leepfrog.
- **Form Builder** – GMU would like access to form builder, the tool that will allow us to make (limited) changes to our CIM program and course forms. GMU will need information on pricing and discounts and any other implications this change might have for our existing contract. Will Form Builder allow for GMU to build, amend its own code?
- **CIM Form Refresh** – GMU would like to take the opportunity to redesign and reimagine our CIM forms when we gain access to form builder. This was presented as an option to us by our previous account executive (Kalie Slaymaker). Please provide any associated costs for project along with a description of any discounts.

Leepfrog Technologies Response: Leepfrog currently offers a standard level of service across all clients; however, we are open to piloting an enhanced service tier specifically for GMU. Rather than introducing additional costs upfront, we propose a collaborative approach by establishing quarterly meetings throughout the five-year term. These meetings will be attended by your Client Success Manager, Sean Moore, and your Account Executive, Olie Burton to address any open support requests, training needs, and outstanding concerns. GMU will have the flexibility determine the appropriate participants on your side.

If this approach aligns with your expectations, we would be happy to move forward. Alternatively, if GMU has specific service-level requirements in mind, please share those details, and we will explore a tailored pilot option.

Form Builder is included in GMU's current subscription and is now accessible following your upgrade to CL10. There are no additional costs or contract implications associated with this tool. With Form Builder, GMU will have the ability to build, amend, and configure course, program, and scheduling forms independently, without needing support from Leepfrog.

GMU Response: GMU was unaware that it had access to Form Builder-please clarify what this means as GMU was quoted \$8k for two lines of coding changes.

Leepfrog Technologies Response: The items being addressed in the \$8,000 SOW cannot be updated in FormBuilder. Currently the software is setup to bridge certain repeatable values as numeric values in a custom-bridge for GMU. Modifying the bridge code requires a developer.

The workflow item being addressed also requires custom code to fully accommodate the conditional removal/Writing Intensive workflow step.

These are both development tasks involving custom code whereas, FormBuilder enables GMU to use widgets to define the different elements that can be on a form. FormBuilder does not alters the configuration of the forms, but does not modify code.

The CIM Refresh has been incorporated into the updated pricing documents and is designed to align your solution with the most current version of the CIM module and current best practices. GMU's current CIM forms will be transitioned to the current CourseLeaf baseline software. Leepfrog will use reasonable efforts to match and map all previous functionality utilizing Form Builder. As part of the CIM Refresh, Leepfrog will develop and provide a prototype of your improved CIM forms in a DEV environment on our updated CIM baseline platform using the Form Builder tool. Once the prototype forms are developed, you will be able to access the DEV environment, review the improved forms and advise Leepfrog when you are ready to replace your existing CIM solution.

4. GMU is not interested in the following:

- George Mason University is not interested in the optional module called CourseLeaf "PATH." This module should be excluded from any pricing discussions.
- George Mason University is not interested in the optional module called CourseLeaf "SYL" for syllabi management. This module should be excluded from any pricing discussions.
- With CollegeNet, we are not interested in "X25" and request that this module be excluded from any pricing discussions.

Leepfrog Technologies Response: Leepfrog has removed PATH and SYL from all pricing documents, as requested. While GMU is not currently licensing X25, the pricing offered has been grandfathered from previous terms. We understand GMU's current position regarding X25; however, we recommend keeping the pricing offer in place throughout the five-year term, as it ensures GMU retains the most favorable rate should your needs change in the future.

5. Please provide a comprehensive description of Leepfrog's Tiers of Support

Leepfrog Technologies Response: Certainly, we have included a comprehensive breakdown of Leepfrog's Support Services as Exhibit B within the SSA. Please let us know if additional information would be helpful.

6. Architectural Standards Review Board (ASRB): We would like to reiterate that, after negotiations have concluded but prior to contract award, Leepfrog Technologies may be required to submit their system/solution to Mason's ASRB for review/approval. The ASRB will review your system for security, accessibility (508 compliance), ease/ability to integrate with existing systems, etc. The Offeror must agree to submit their product/system/software to ASRB and submit any requested information to assist in the review process. ASRB approval is required prior to contract award or funding being released to procure the system/product.

The contractor should be prepared to submit any of the following items including but not limited to;

- Data Dictionary identifying the data elements available for use in the product,
- Data integration documentation,
- Architecture diagrams,
- Security documentation (SOC 2 Type II (or another comparable third-party audit),
- VPAT, and a useable software demo or "sandbox" for accessibility testing,
- And any single sign-on documentation.
- Additional documentation or items may be requested as needed during the review process.
- The contractor may be asked to answer ASRB questions verbally or in writing

It is imperative that the Contractor comply with these requests in a timely fashion as any delay will result in a delay of contract award. Failure to provide documentation or extended delay may result in negotiations concluding, your offer being rejected or an award being rescinded.

Please advise if Leepfrog Technologies understands this requirement and will comply with the review.

Leepfrog Technologies Response: Leepfrog acknowledges this requirement and confirms that we will fully comply with the ASRB review process. We are prepared to submit the necessary documentation and respond promptly to any additional requests or inquiries to ensure a smooth and timely review.



Purchasing Department
4400 University Drive, MS 3C1, Fairfax, VA 22030
Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>

GMU Response 11.19.24: Please respond to the following:

- Provide a testing environment for the version of the software GMU will be using if awarded
- Provide a copy of your firm's VPAT or Accessibility Conformance Report
- Will there be additional costs to GMU to ensure accessibility?
- Guarantee WCAG 2.1 AA compliance in the scope of work for any public/student facing components.

Regards,

Grace Lymas
Assistant Director | Purchasing
glymas@gmu.edu



Purchasing Department
 4400 University Drive, MS 3C1, Fairfax, VA 22030
 Phone: 703.993.2580; http://fiscal.gmu.edu/purchasing/

0025

**REQUEST FOR PROPOSALS
 GMU-GL0606-24**

ISSUE DATE: July 3, 2024

TITLE: Academic Course, Event Scheduling, Course Catalog, and Curriculum Management Software

PRIMARY PROCUREMENT OFFICER: Grace Lymas, Assistant Director
SECONDARY PROCUREMENT OFFICER: James F. Russell, Director

QUESTIONS/INQUIRIES: Submit all inquiries through [Mason's Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on July 12, 2024. **All questions must be submitted through Mason's Bonfire portal.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. Responses to questions will be posted to Mason's Bonfire portal and by 5:00 PM ET on July 25, 2024.

PROPOSAL DUE DATE AND TIME: August 7, 2024 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON. SEE SECTION XII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

IMPORTANT! All communication with Offerors will take place in Bonfire, to include negotiations. Mason can only message individuals at your organization that have interacted in Bonfire for this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP communication has individually logged into the system and either downloaded documents, submitted your proposal or asked a question.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Name and Address of Firm:

Legal Name: Leepfrog Technologies, Inc.

Date: July 30, 2024

DBA: _____

Address: 2451 Oakdale Blvd, Suite 100

By: 
 Signature

Coralville, IA 52241

FEI/FIN No. 42-1442334

Name: Greg Soare

Fax No. 888-437-7435

Title: Vice President, Higher Education Accounts

Email: rfp@courseleaf.com

Telephone No. 888-533-7376

SWaM Certified: Yes: _____ No: (See Section VII. SWaM CERTIFICATION for complete details).

SWaM Certification Number: _____

Check box to confirm your proposal contains all terms and conditions or subsequent Statements of Work that could apply over the life of any resulting contract. See section IV. Final Contract for additional information.

This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules*, § 36 or against a Bidder/Offeror because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.



George Mason University

Academic Course, Event Scheduling, Course Catalog, and Curriculum Management Software

Response to RFP GMU-GL0606-24
Due Date August 7, 2024

Prepared by:
Olie Burton
Senior Account Executive
oburton@courseleaf.com
319-337-3877

Leapfrog
Technologies, Inc.

2451 Oakdale Blvd
Suite 100
Coralville, IA 52241

Ph: 319-337-3877

Fax: 888-437-7435

rfp@courseleaf.com

courseleaf.com



Confidentiality Request

In accordance with the Virginia Freedom of Information Act, Leapfrog requests the following information to not be subject to public disclosure. In this document, we have identified information to be withheld by using underlined text. The Specifications and System Requirements worksheet required as part of RFP GMU-GL0606-24 does not allow formatted text, so we have noted proprietary information with *****PROPRIETARY** at the beginning of the text to be withheld, and concluded the requested section with *******.

The information we request to be withheld:

- **Proposal Document: Reference project details and contact details (pages 12-13).** The information to be withheld is noted by using underlined text. We request withholding this information as trade secret as it would provide competitors with an unfair advantage in understanding the details of the services provided to other clients, the length of service, and for which services.
- **Specifications and System Requirements Worksheet:** We request withholding this information as a trade secret as it would provide competitors with an unfair advantage in understanding the details of proprietary software features.
 - Items 1.1.1, 1.1.6, 1.1.15, 2.0.1, 7.1.1, 7.1.2, and 7.1.12 provide details of CourseLeaf’s proprietary Banner integration.
 - Items 1.1.15 and 4.1.1 provide details on CourseLeaf’s Banner integration and methods for data modeling and form design.
 - Items 1.1.15, 1.1.21, 1.1.24, 2.1.1, and 2.1.17 provide details on CourseLeaf’s proprietary integration amongst modules.
 - Items 1.1.25 and 1.1.26 provide details on a proprietary feature of CourseLeaf PATH, Registration Optimization.
 - Items 1.1.25, 1.1.26, 2.1.18, and 7.1.5 provide details on CourseLeaf’s proprietary integration with Degree Works.
 - Items 2.1.4, 2.1.5, and 2.1.17 provide details on CourseLeaf’s proprietary integration between CLSS and 25Live using the Look and Book feature.

George Mason University
RFP GMU-GL0606-24
Academic Course, Event
Scheduling, Course
Catalog, and Curriculum
Management Software

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Procedural Information

Cover Page

Leepfrog and CollegeNET have both completed and signed the cover page, which have been uploaded to the bid site per RFP specifications.

Addenda Acknowledgement

No addenda were released that indicated acknowledgement or signatures were required. Leepfrog confirms receipt of the QA posted on Mason's bid site.

Small Business Subcontracting Plan

Leepfrog and CollegeNET have both completed and signed the Small Business Subcontracting Plan, which have been uploaded to the bid site per RFP specifications.

RFP and Contract Exceptions

Leepfrog's RFP and Contract exceptions are noted in the file 'RFP_GMU-GL0606-24-Academic_Course__Event_Scheduling_Course_Catalog_and_Curriculum_Management_Software_final (AutoRecovered) (29Jul2024cs)' submitted separately with our proposal.

Sample CourseLeaf Service and Software Agreement and SOW

Leepfrog's sample contract and SOW are combined in the Sample CourseLeaf Service and Software Agreement which has been attached separately with our proposal.

Payment Preference

Option #3-Net 30 Payment Terms. Vendor will enroll in Paymode-X where all payments will be made electronically to the vendor's bank account.

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Executive Summary

The George Mason University (Mason) Office of the University Registrar (OUR) aims to provide efficient, effective, and improving services to university constituents in meeting the needs of an evolving higher educational environment. Mason prides itself on its reputation as Virginia's largest public research university and its innovative and inclusive academic community. The university needs a robust, innovative academic operations solution that can help the OUR in its goal while using a solution customized to your environment and policies. Based on Leepfrog's established rapport with Mason's OUR staff and the university's instance of CourseLeaf and CollegeNET's 25Live, we know we can continue to help you meet institutional goals.

Drive administrative efficiency, university-wide accuracy, and student success

CourseLeaf is the leading academic operations platform for higher education. The platform includes **five modules** that support curriculum management, catalog publication, section scheduling, student registration, and syllabi. All modules integrate with one another, student information systems, third party software, and other data sources for increased efficiency. To meet Mason's RFP requirements, Leepfrog proposes the university continue with the CourseLeaf curriculum management, catalog publishing, and academic scheduling solutions.

CourseLeaf CIM, our curriculum management software, is used by over 320 clients to manage the creation, editing, workflow, and integration of courses and programs for majors and minors. CIM's dynamic forms pre-populate with data from our **proprietary Banner integration** and utilize your unique governance rules to travel through workflow and receive the appropriate levels of approval across Mason. You're able to quickly launch new and updated courses that align with student interests and in-demand skills, leading to higher enrollment and stronger career placement.

CourseLeaf CAT is currently used by over 420 colleges and universities to publish online modern, student-centric catalogs that display clear degree requirements for current and prospective students. Our unmatched features and functionality streamline how you develop, edit, and publish your catalog—while making it more organized, accurate, and easy to navigate for students.

CourseLeaf CLSS, our section scheduler, was designed to allow academic administrators to collaborate on the planning, building, and review of course offerings. The solution allows you to centralize and easily manage your course schedule across departments while maximizing class placement to help students secure and complete the classes they need to graduate on time.

CLSS' automated rules engine, visualization tools, and validation process reduce scheduling errors, increase transparency, and provide alignment with campus scheduling policies. The rules and validation reports help you create schedules that align with the needs of a diverse student base.

George Mason University
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George Mason University Benefits from CourseLeaf

"Due to the [CIM] Banner Bridge we see less errors in course information affecting registration, which directly affects students positively."

Tory Sarro
Assistant Registrar,
Catalog & Curriculum



Since launching CLSS, efficiencies on the scheduling process have led to "3 staff members now do the job of 8." Also, "Less errors means having to cancel sections less."

Anne Firth
Academic Scheduling Manager

Hear more from Anne in [this CourseLeaf case study!](#)

To fulfill the room and event scheduling components, we recommend the university continue with **CollegeNET's Series25** solution, integrated with CourseLeaf. CourseLeaf and Series25 provide a comprehensive scheduling system that is far more robust than any all-in-one option on the market. **Collectively, these solutions provide the best scheduling capabilities and data tools to drive faculty satisfaction, optimized facility usage, and a stronger return on investment.** CollegeNET has partnered exclusively with CourseLeaf to address relevant requirements in the following proposal.

A proven track record of success supporting institutions like Mason

As the market leader in academic operations solutions for higher education, **Leepfrog also offers a proven track record of success in supporting the challenging academic operational needs of higher education institutions.** Over 530 colleges and universities have chosen CourseLeaf for their curricular management needs, including 11 in Virginia and 286 institutions using the Banner SIS, such as Mason.

Through the university's partnership with Leepfrog, you have access to experienced consultants who examine your unique processes, provide expert guidance on process improvements, and then configure baseline solutions to meet Mason's specific business process needs. No other vendor offers the level of insight, customization, and support that we do—throughout implementation and beyond.

Because CourseLeaf and Series25 are already in use by Mason's OUR and your staff have refined them to meet the university's unique needs, your team will save time and dollars compared to implementing a new system. Mason can then quickly take advantage of CourseLeaf's latest tools and features with your update to CourseLeaf 10, which is in testing by university staff.

Mason values innovative approaches to meeting the needs of an evolving higher educational environment, and CourseLeaf 10 is the result of input from the Leepfrog User Community (LUC) and clients like Mason. Beyond this update, our proposal includes options for other CourseLeaf tools and features the university may want to consider to further support student success, such as Learning Outcome Mapping, career data in your catalog, micro-credential management, and CourseLeaf PATH for academic planning, advising, and registration.

Our philosophy is that academic software should not drive institutional policies or processes, but instead should be adaptable to each institution, as no two institutions are exactly the same. **To date, 49 of our clients have moved to Leepfrog after discovering their out-of-the-box solutions fell far short of meeting their goals and expectations.**

CourseLeaf and Series25's advanced functionality and unique features allow your team to increase efficiency, accuracy, and collaboration while creating the very best experience and outcomes for students. As you know, our experienced team provides expert guidance in customizing a solution to fit Mason's unique needs and supporting the institution today and well into the future.

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As an Ellucian Collaborative Partner, Leepfrog has the **highest level of experience with Banner integration** when compared with similar vendor solutions. **We are the only academic operations vendor with an on-site copy of Banner.**



Leepfrog was recently invited to join **Ellucian's Partner Advisory Council (PAC)**, an **exclusive forum** designed to foster deeper collaboration and engagement between Ellucian and its most strategic partners.

Qualifications and Experience:

a. Background and brief history of your company.

Leepfrog Response

Leepfrog Technologies, the creator of CourseLeaf, was launched in 1994 in Iowa City, Iowa by founders with a passion for providing custom, evolutionary technology to solve problems – especially those encountered in higher education. Today, Leepfrog is recognized as the leader in the higher education curricular management market segment, serving over 530 colleges and universities in the United States, Canada, Australia, Ireland, Hong Kong, Qatar, the United Kingdom, and the United Arab Emirates. Leepfrog's consultants, developers, integration analysts, and project managers are viewed as some of the most knowledgeable curricular management specialists in the world.

Leepfrog first launched CourseLeaf, their curricular management system, in 2008. They were the first vendor to offer curriculum management software that integrated with a catalog publishing solution. Today, CourseLeaf includes five modules that support the entire curricular management system – from curriculum development and publishing to scheduling, registration, and syllabi. Modules integrate with one another, student information systems, and other software solutions commonly used in higher education. The software is best known for its advanced integration and extensive customization capabilities.

As an Ellucian Collaborative Partner with over 290 CourseLeaf clients using Banner, Leepfrog has the highest level of experience with Banner integration when compared with similar vendor solutions. Leepfrog was recently invited to join Ellucian's Partner Advisory Council (PAC), an exclusive forum designed to foster deeper collaboration and engagement between Ellucian and its most strategic partners.

Our Banner data integration tools (Banner Transfer Package and Banner Bridge) are developed in house and have been deployed and supported since 2011. CourseLeaf's advanced integration with Banner for curriculum can activate in real time or it can be set to activate once per day, whichever you prefer. Our proprietary SIS Sync includes a validation check that compares the data in CourseLeaf to Banner, making sure changes are in alignment with Mason's data model.

CollegeNET Response

CollegeNET, Inc. is a prominent, well-respected developer of products and services exclusively for the higher education community. We have been continuously in business since 1977, providing academic and event scheduling software since the beginning. Hundreds of colleges and universities have used our scheduling software throughout the history of our company. CollegeNET's experience and success is second to none in higher education scheduling. Our company currently has 125 full-time employees.

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We maintain a high customer retention rate. Most of our earliest customers are still using our products, with more joining our scheduling family every year. Our Series25 products are currently being used in production by hundreds colleges and universities, both large and small, centralized and de-centralized, with facilities of all types and sizes.

Our company has always remained financially stable with consistent year-over-year growth. We have retained the same single, private ownership (with no private equity groups looking to sell the business for a return) over all the years of our business with a solid financial outlook. We focus all company investment and development efforts at CollegenET on providing solutions that help higher education institutions streamline operations and enhance efficiency.

CollegenET is proud to be a pioneer in developing new technologies that assist colleges and universities in all aspects of class, event, space, and resource scheduling and management. Here is a brief history:

- 1977 - invented Schedule25—the first mass classroom scheduling optimizer
- 1996 - released Resource25—the first client/server scheduling application for the higher education marketplace
- 2001 - released R25—a revamped and expanded version of Resource25 that included full integration with all major student information systems, including PeopleSoft
- 2004 - introduced X25—the first graphical web-based space analysis and master planning tool designed specifically for higher education
- 2008 - introduced 25Live—our fully web-based event scheduling, publishing, accounting, security, and data management application
- 2018 - introduced advanced modeling features to the X25 graphical reporting, analytics, data warehousing, and master planning solution
- 2019 - introduced the new 25Live Pro with innovations in the graphical user interface and more efficient features and functions
- 2020 - quickly pivoted to develop new features and reports, new customer training opportunities to help with bulk event changes and cancellations, features that helped with virtual venues and hybrid scheduling, and advice and functionality to set capacities for social distancing in courses and events
- 2021 - introduced successful Meeting Pattern Grid functionality that is helping academic schedulers with hard-to-place courses that have challenging preferences and requirements

George Mason University
RFP GMU-GL0606-24
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b. Names, qualifications and experience of personnel to be assigned to work with Mason.

Leepfrog Response

The following Key Personnel lend their experience and guidance to our CourseLeaf partnership with Mason, ranging from collaboration on project scope to product implementation, support, and training. The team assigned to Mason's CourseLeaf account will be determined at the time an agreement is completed based on staff availability and bandwidth.

Lee Brintle – President and CEO

Lee is the President and founder of Leepfrog Technologies and the lead architect of CourseLeaf. With over 30 years of software development and curriculum consulting experience, Lee provides key insights to help solve complex problems and deliver tailored software solutions to CourseLeaf clients across the US and internationally. Lee is on Ellucian’s Partner Advisory Council.

Length of time employed by Leepfrog: Lee founded Leepfrog 30 years ago

Education and Professional Qualifications:

- Master of Computer Science (MCS)
- Bachelor of Science in Computer Science

Greg Soare – Vice President, Higher Education Accounts

Greg is the Vice President of Higher Education Accounts. He works with more than 500 colleges and universities around the world to better understand their scheduling, registration, and curricular management needs. He leads our sales and partnership functions and is on Ellucian’s Partner Advisory Council.

Length of time employed by Leepfrog: 14 years

Education and Professional Qualifications:

- MBA in Marketing and Management
- Bachelor of Arts in Economics and Psychology

Sean Moore – Senior Client Success Manager

Mason’s Assigned Client Success Manager

Sean has over 20 years of experience working in the higher education and educational assessment fields in a variety of roles including sales, marketing, client management, customer success, and product management. At Leepfrog, Sean helps clients maximize their utilization of CourseLeaf software to meet their curriculum management objectives. He also oversees the training team.

Length of time employed by Leepfrog: 6 years

Education and Professional Qualifications:

- Bachelor of Special Studies in Secondary Education, History, and Psychology

**George Mason University
RFP GMU-GL0606-24
Academic Course, Event
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Catalog, and Curriculum
Management Software**



**George Mason
University Benefits
from CourseLeaf**

“CourseLeaf made the integration easy because they thought of everything and were able to guide us through the process.”

***Anne Firth
Academic Scheduling
Manager***

**Hear more from Anne
in [this CourseLeaf
case study!](#)**

Olie Burton – Account Executive

Mason's Assigned Account Executive

Olie is a seasoned education technology professional. Drawing upon his own experiences as a first-generation student, he is deeply passionate about student success and the impact of technology on the student journey. He is a committed leader who's passionate about providing measurable solutions whose outcomes lead to long-lasting, noteworthy client success.

Length of time employed by Leepfrog: 1 year

Education and Professional Qualifications:

- Bachelor of Arts in Criminology

Anna O'Neal – Software Trainer

Mason's Assigned Trainer

Anna is a CourseLeaf software trainer and joined Leepfrog in 2023 after 5 years working in higher education. She was previously a faculty member and administrator for the Intensive English Program at the University of Illinois Chicago. At Leepfrog, she has seen first-hand the benefits of clear communication and building relationships with her clients to achieve high levels of software proficiency. She also led the Certified CourseLeaf Professional (CCLP) cohort where some of Mason's scheduling administrators received their CLSS CCLP.

Length of time employed by Leepfrog: 1 year

Education and Professional Qualifications:

- Bachelor of Science, Applied Psychology
- Master of Arts, Teaching English as a Second or Foreign Language and Intercultural Studies
- CourseLeaf Certified Professional (CCLP) for CLSS

Melissa Caras – Software Support Supervisor

Mason's Assigned Support Team Supervisor

Melissa supervises the CourseLeaf Support Team assigned to Mason, an essential team of specialists and subject experts providing around-the-clock technical support. Prior to joining Leepfrog, Melissa supported clients with web design and website hosting support. As a support supervisor for CourseLeaf, she and her team provide ongoing assistance to clients post implementation and beyond.

Length of time employed by Leepfrog: 8 years

Education and Professional Qualifications:

- Bachelor of Fine Arts, Painting
- Bachelor of Arts, Philosophy
- CourseLeaf Certified Professional (CCLP) for CIM

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CollegeneNET Response

Julia Noonan - Vice President, Sales

Julia has been with CollegeneNET for over 20 years as both a salesperson and manager. She has extensive knowledge of college and university scheduling needs and keeps track of marketplace trends. Julia oversees sales and client relationship management, consults on product roadmaps, and will ensure your implementation is efficient and effective.

Shanna Mabry - Senior 25Live Account Manager

With over ten years of experience in college and university scheduling, Shanna has led more than 100 successful implementations of the Series25 solution and has worked in higher education in the Registrar's Office at UNF. Shanna will serve as your central point of contact, dedicated to making sure you have everything you need for successful use of Series25 products.

Dustin Crays - Director of Professional Services

Dustin has worked with CollegeneNET since 2009 and has a certificate in Agile/SCRUM Fundamentals, which benefits his work overseeing the group of trainers/consultants who provide onsite and remote implementation and training services on all aspects of the 25Live product suite as well as our Functional Support group. Dustin will assign your dedicated trainer/consultant and stay in touch with your project's progress.

Don Dumont - Director of Technical Support

Don has been with CollegeneNET for several years, working in Technical Support before moving up to become the director of the department. Don leads our team of Technical Support professionals and will help answer any questions throughout the use of our products.

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c. No fewer than three (3) references that demonstrate the Offeror's qualifications, preferably from other comparable higher education institutions your company is/has provided services with and that are similar in size and scope to that which has been described herein. Include a contact name, contact title, phone number, and email for each reference and indicate the length of service.

As a longstanding partner, Mason is familiar with the benefits of CourseLeaf and Series 25 for academic operations success. To further demonstrate our qualifications, we encourage Mason to contact the following references:



New York University

Contact



University of Maryland – College Park

Contact



University of North Carolina – Chapel Hill

Contact



Northeastern University

Contact 1

Contact 2



Virginia Polytechnic Institute and State University

Contact

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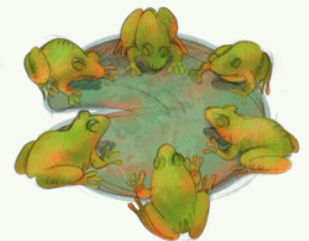
George Mason University Benefits from CourseLeaf

"CourseLeaf is 'the best thing' that has happened in the world of course creation and scheduling in a long time."

"Quite simply, we love CourseLeaf."

*Anne Firth
Academic Scheduling
Manager*

Hear more from Anne in [this CourseLeaf case study!](#)



d. List of all institutions utilizing your software in the last 5 year

Leepfrog Response

With over 530 institutions utilizing CourseLeaf, Leepfrog is the leader in academic operations software. CourseLeaf clients vary in size and complexity, and those similar to Mason include:

- Over 290 institutions that use Banner
- 11 institutions in Virginia
- 84 Doctoral Universities classified as R1-Very High Research Activity

In addition to Mason, examples of other CourseLeaf clients that are Virginia universities with an R1 classification and use Banner:

-
-
-

Mason peers that are CourseLeaf clients include:

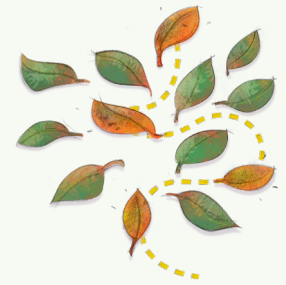
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CollegeNET Response

CollegeNET has 850+ Series25 clients. Institutions who have licensed with us as new customers in the past 5 years, include:

- California State University, Los Angeles
- City Colleges of Chicago
- Georgia Tech
- Indiana University
- John Hopkins University
- Kennesaw State University
- Louisiana State University
- Michigan Technological University
- Salt Lake Community College
- Texas State
- University of North Carolina, Chapel Hill
- University of Georgia
- University of Michigan
- University of Tennessee, Knoxville
- University of Texas, El Paso
- West Texas A&M University

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“CourseLeaf has really streamlined the curricular process. Kind of made it all a one stop shot that’s intuitive. It has made the curricular processes easy, efficient, but also thorough to where you’re not missing a step. It is fairly easy to train on and utilize as well.”

***Coordinator,
Curriculum
Management***

Auburn University

Specific Plan (Methodology):

a. Your approach to providing the services described herein. b. What, when and how services will be performed.

To meet Mason's RFP requirements, Leepfrog proposes the university continue with CourseLeaf CIM (curriculum management), CAT (catalog publishing), and CLSS (academic scheduling) solutions. To fulfill the room and event scheduling components, we recommend the university continue with CollegeNET's Series25 solution, integrated with CourseLeaf. CourseLeaf and Series25 provide a comprehensive scheduling system that is far more robust than any all-in-one option on the market. **Collectively, these solutions provide the best scheduling capabilities and data tools to drive faculty satisfaction, optimized facility usage, and a stronger return on investment.** CollegeNET has partnered exclusively with CourseLeaf to address relevant requirements in the following proposal.

Because CourseLeaf and Series25 are already in use by Mason's OUR and your staff have refined them to meet the university's unique needs, your team will save time and dollars compared to implementing a new system. This also means the university can quickly take advantage of CourseLeaf's latest tools and features with your update to CourseLeaf 10, which is in testing by university staff.

Mason values innovative approaches to meeting the needs of an evolving higher educational environment, and CourseLeaf 10 is the result of input from the Leepfrog User Community (LUC) and clients like Mason. CourseLeaf 10 provides an easier way for the university to accept future product updates, plus interface enhancements such as:

- **CourseLeaf Dashboard:** A modern and personalized home base that includes direct links to CourseLeaf module features, the status of proposals in workflow, and other tasks assigned or underway. Colored bars make it easy to visualize workflow progress.
- **Drag-and-Drop Tools:** Using drag-and-drop features similar to the FormBuilder interface that Mason users are familiar with, we've built a similar experience for:
 - Approved users to build custom reports in the new **CourseLeaf Reporting Engine**. The reporting power of CourseLeaf is taken to a new level with a reporting environment that allows you to create, edit, run, filter, and export reports on CourseLeaf data via our Data Warehouse.
 - Administrators to modify steps, roles, and users associated with any workflow in the new **Workflow Designer**. Access to CourseLeaf is role-based and CourseLeaf 10 delivers enhanced Role Group Management. Users may be grouped together under Roles, which can then be maintained with the Role Management

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tool. The Users and Roles may be configured in a wide variety of ways, with differing permissions for different levels of data.

- **Real-time Data Sync with Banner:** CourseLeaf's advanced integration with Banner for curriculum can now activate in real time or it can be set to activate once per day, whichever you prefer, giving Mason more control over syncing your data.

Beyond this update, our proposal includes options for other CourseLeaf tools and features the university may want to consider to further support student success, such as Learning Outcome Mapping, career data in your catalog, micro-credential management, and CourseLeaf PATH for academic planning, advising, and registration. We welcome discussion with the university to determine if any of these optional tools and features align with OUR staff needs. Pricing for the optional addition of PATH is provided in Proposed Pricing section.

Support for Mason's OUR Team

With the core solutions already in place, Mason will continue benefitting from the support structure already in place. Your CourseLeaf Account Executive, Olie Burton, is always available to assist you with questions on new features or modules. Your CourseLeaf Client Success Manager, Sean Moore, checks in to make sure your team is happy with the software and to see if there is anything further your team needs for success. Your Administrators will use CourseLeaf Support for software functionality questions or challenges. CourseLeaf Support offers 24/7 availability via phone, email, and chat. Administrators will also continue to have access to the Leepfrog User Community (LUC) website where they can join live webinars, access recorded training videos, view helpful software guides, and chat with other colleges and universities who use CourseLeaf.

To support Series25, Shanna Mabry is your central point of contact, dedicated to making sure you have everything you need for successful use of Series25 products. CollegeNET makes training classes available after the initial installation period for retraining or to learn about additional product functionality. They also host no-fee, regular webinars for customers to learn new features and products followed by question and-answer sessions. All Series25 tools include comprehensive, searchable online documentation that is updated with each new feature release. End users will have access to helpful guides, instructions, diagrams, FAQs, best practices articles, technical specifications, community resources, API documentation, database schemas, and more.

Proposed Pricing

Provide detailed pricing for any system/software, consulting/services, training, etc. and include the following:

- a. Breakdown separately all recurring and one-time cost associated with your offered solution/system. Pricing should include cost for implementation, integration, support services, training, data transfer, and maintenance. Pricing should be inclusive of all associated costs for this system/solution/service.
- b. Any special pricing, such as additional integrations, user access tiers, etc.
- c. Provide any discounts for volume, multi-year commitment, enterprise-wide licensing etc.,
- d. Describe how you propose to handle any travel or out-of-pocket expenses related to provisions of these services. Specifically address expenses for resources based in locations near Mason. As part of your offer (if travel reimbursement or travel fees/costs/expense are to be billed) your organization must agree to accept to be reimbursed in accordance with Mason’s per diem policies/requirements (GSA per diem rates). Please clearly outline any travel requirements/costs/expenses in your offer.

Rates must include travel-related expenses if Offeror is traveling within a 50-mile radius of Mason's Fairfax campus. If Offeror is traveling from outside a 50-mile radius of the Fairfax Campus, travel will only be reimbursed in accordance with Mason's polices, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates.

Leepfrog Response: Pricing remains valid for 120 days. Initial costs include a license/subscription fee and an implementation fee that is inclusive of all travel or out-of-pocket expenses related to the provisions of these services.

COURSELEAF CAT ONE TIME IMPLEMENTATION COST

Implementation (consultation, configuration, development, migration, training)	Already Installed
Career Data Integration	Already Installed
Program Filter Page	Already Installed
Subtotal CourseLeaf CAT	None



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COURSELEAF CIM ONE TIME IMPLEMENTATION COST	
Implementation (consultation, configuration, development, migration, training)	Already Installed
CIM SIS Sync	Already Installed
CourseLeaf Banner Bridge & Transfer Package	Already Installed
Subtotal CourseLeaf CIM	None

COURSELEAF CLSS ONE TIME IMPLEMENTATION COST	
Implementation (consultation, configuration, development, migration, training)	Already Installed
FocusSearch CLSS, Section Level Search	Already Installed
CourseLeaf Banner Bridge & Transfer Package	Already Installed
Subtotal CourseLeaf CLSS	None

CourseLeaf Total One Time Implementation Cost: \$0

ONGOING SUPPORT SERVICES	
CAT Annual Subscription Fee	\$26,033
CIM Annual Subscription Fee	\$39,633
CLSS Annual Subscription Fee	\$53,388
Subtotal CourseLeaf Annual Subscription Fee	\$119,054

Optional Module

Registration is not explicitly sought after in RFP GMU-GL0606-24, though there are several requirements that reference advising and the student experience. Leepfrog has included and recommends CourseLeaf PATH as an optional solution to meet the needs of Mason.

COURSELEAF PATH ONE TIME IMPLEMENTATION COST	
Implementation (consultation, configuration, development, migration, training)	\$65,974
PATH Annual Subscription Fee	\$143,664
Subtotal CourseLeaf PATH	\$209,638

CourseLeaf Total Optional One Time Implementation Cost: \$209,638



ONGOING SUPPORT SERVICES

PATH Annual Subscription Fee	\$143,664
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CollegeNET Response:

ONGOING SUPPORT SERVICES

CollegeNET Annual Subscription Fee	\$24,488
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In your proposal response please address the following:

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a. Are you and/or your subcontractor currently involved in litigation with any party?

Leepfrog Response: No.

CollegeNET Response: No.

b. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.

Leepfrog Response: None.

CollegeNET Response: None.

c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.

Leepfrog Response: None.

CollegeNET Response: CollegeNET has never been involved with litigation where claims were filed against the company, nor are we involved in any pending litigation.

d. In the past ten (10) years has your firm's name changed? If so please provide a reason for the change.

Leepfrog Response: No.

CollegeNET Response: No.



And George Mason University Thrives.

CourseLeaf is the most advanced, adaptive, and evolutionary academic operations platform.

CAT – CATALOG

CIM – CURRICULUM

CLSS – SECTION SCHEDULER

PATH – REGISTRATION

SYL – SYLLABI

Contact Olie Burton to learn more about how the CourseLeaf solution can help your campus thrive

oburton@courseleaf.com

319-337-3877

Leapfrog Technologies, Inc.

2451 Oakdale Blvd
Suite 100
Coralville, IA 52241

Ph: 319-337-3877

Fax: 888-437-7435

rfp@courseleaf.com

courseleaf.com





Specifications and System Requirements (Q-26IX)

Instructions

- The Summary worksheet displays your overall progress for the questionnaire.
- The worksheets numbered from 1 to N represent question sets.
- For each question set, select a response from the dropdown (if applicable) and enter a response comment for each question in the table.
- If specific instructions have been provided for a given subset, they will appear as a tooltip for a purple cell. Mouse-over to review them.
- When pasting content, please use Paste Special as Text without any formatting.
- You can only submit text based responses, please do not use special characters like emojis.
- Please do not change the structure of any of the worksheets. Changing the structure will invalidate your submission.
- Any additional information outside of the given structure of the worksheets will not be visible to the purchaser.
- Please do not save this file in a different format. Saving this file in a different format will invalidate your submission.
- Please do not use Excel formulas in your responses.
- Please follow the instructions provided along with this file to submit it back to Bonfire.
- If you have any questions regarding the content of this file, please contact the appropriate purchaser.
- If you have any technical problems, please contact Bonfire at Support@GoBonfire.com.

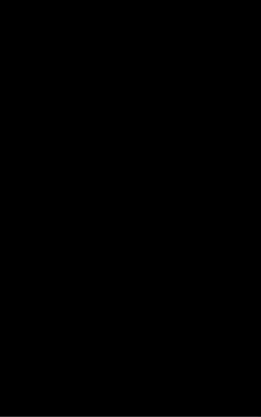
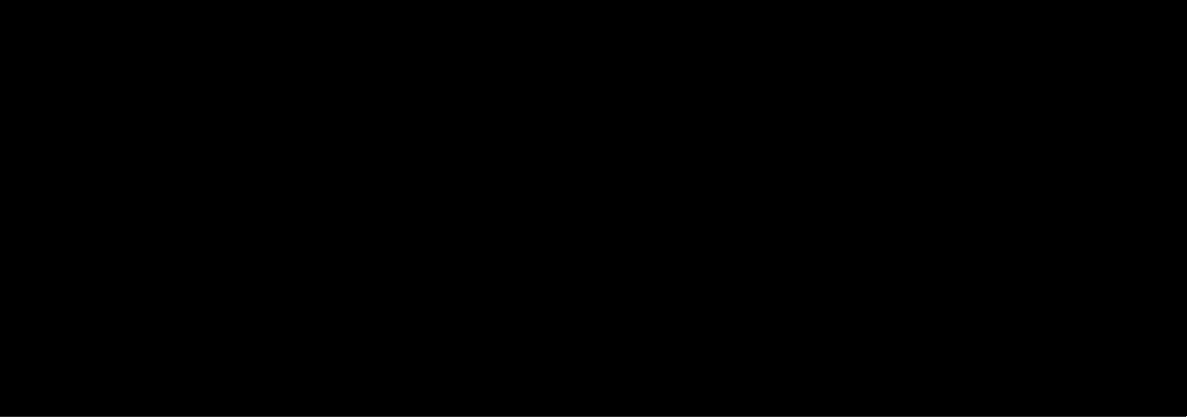

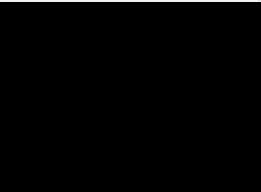
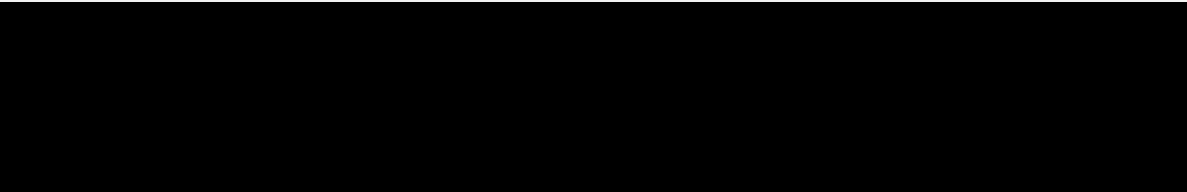
Summary

Question Set	Questions	% Complete	Progress	Error?
1	26	100.00%	<div style="width: 100%; height: 15px; background-color: #90EE90;"></div>	Complete: no errors
2	19	100.00%	<div style="width: 100%; height: 15px; background-color: #90EE90;"></div>	Complete: no errors
3	34	100.00%	<div style="width: 100%; height: 15px; background-color: #90EE90;"></div>	Complete: no errors
4	2	100.00%	<div style="width: 100%; height: 15px; background-color: #90EE90;"></div>	Complete: no errors
5	12	100.00%	<div style="width: 100%; height: 15px; background-color: #90EE90;"></div>	Complete: no errors
6	17	100.00%	<div style="width: 100%; height: 15px; background-color: #90EE90;"></div>	Complete: no errors
7	13	100.00%	<div style="width: 100%; height: 15px; background-color: #90EE90;"></div>	Complete: no errors
8	9	100.00%	<div style="width: 100%; height: 15px; background-color: #90EE90;"></div>	Complete: no errors
Total	132	100.00%	<div style="width: 100%; height: 15px; background-color: #90EE90;"></div>	

Question Set 1: Catalog and Curriculum

#	Question	Response	Comment	Status
1				
1.1.1	[REDACTED]	[REDACTED]	[REDACTED]	Complete
1.1.2	On-demand sync of production environment with test	Fully Compliant	<p>Leapfrog Response: CourseLeaf includes development, test, sandbox, and production environments to support development without affecting production data. Leapfrog provides one testing environment to the university and unlimited development environments. Non-production environments can accommodate the same volume of data as the production environment, however, this is not commonly needed. The Testing environment provides a platform for clients to test their custom applications while development proceeds, and the production environment contains the client's final site. CourseLeaf includes an Update/Apply Script—a tool for users to test and apply patches to their CourseLeaf test environment when it is convenient to do so, and without relying on CourseLeaf Support. Using this tool, test or development sites as copies of the production CourseLeaf site can be created by Leapfrog as needed.</p> <p>For purposes of syncing your catalog in production, CourseLeaf CAT allows Mason to configure how each catalog or publication is published, updated, and archived. CourseLeaf has two editing environments—one for editing the upcoming edition and one to edit the live public site at the same time. This process allows editors to work on future editions without impacting the live, public-facing site. In addition, course content that is pulled into your catalog from your SIS is based on effective term to ensure that course information is included in the appropriate time period. Catalog editions can also be published on-demand as updates are made throughout the year (i.e., a living catalog). Archived editions cannot be edited, thus maintaining the integrity of each document as published. Mason's data in non-production development environments can be refreshed by the university submitting a request to CourseLeaf Support.</p>	Complete
1.1.3	Interface conforms to best-in-class UX and WCAG 2.0 AA standards	Partially Compliant	<p>Leapfrog Response: CourseLeaf is responsive, mobile-friendly, and web-enabled for all users. The software is designed to be intuitive and to allow users to create and modify many applications without the need for CourseLeaf Support. For example, CIM FormBuilder allows administrators to modify forms and CourseLeaf Workflow Designer allows administrators to create and modify workflows. Mason will receive our latest update, CourseLeaf 10, which includes interface enhancements such as our new Dashboard and drag-and-drop tools.</p> <p>CourseLeaf Dashboard: The CourseLeaf Dashboard offers users a modern and personalized home base where they can easily find the information they need to complete their day-to-day work. The Dashboard includes direct links to CourseLeaf module features, the status of proposals in workflow, and other tasks assigned or underway. Colored bars make it easy to visualize workflow progress.</p> <p>Drag-and-Drop Tools: CourseLeaf's modern and easy drag-and-drop tools help:</p> <ul style="list-style-type: none"> • Administrators build and design proposal forms using the FormBuilder tool, which provides a list of pre-defined widgets that capture both metadata (information that is unique to the curriculum form itself) and information to sync with Banner. Mason administrators are already using this CourseLeaf feature—the new reporting builder tool is based on FormBuilder. • Users build custom reports. Approved users may run reports and apply configuration-based filters on the results. • Administrators review and modify steps, roles, and users associated with any workflow. Workflows can also be easily created, deleted, modified, and duplicated by your administrators using CourseLeaf's Workflow Designer. <p>Catalog Editing: The CourseLeaf CAT editing tools, accessed from the Dashboard, are intuitive for all users. Each catalog page includes the ability to edit content with a what-you-see-is-what-you-get (WYSIWYG) editor similar to Microsoft Word, as well as streamlined graphical user interfaces (GUIs) that allow easy insertion of program and course tables, pictures, videos, and more.</p> <p>Easily Accessible: All CourseLeaf screens that are used to manage different aspects of the catalog, curriculum, and schedule are user-friendly and aware of the logged-in user's authorization permissions. User interfaces are designed to be mobile-friendly (where applicable) and accessible.</p> <p>Catalogs are published in modern, responsive design HTML and print-ready PDF, delivering an accurate and user-friendly catalog experience to your students. The solution comes with a variety of PDF print options, including the ability to print single-page PDFs (such as a page with the academic catalog), the full catalog PDF, and previous years (single-page PDFs or full catalog copy). The software removes unnecessary navigational page elements to generate a PDF that includes only the relevant elements.</p> <p>Supports Various Devices: CourseLeaf is a web-based solution that is easy to access on devices of varying sizes for both students and administrators, including mobile devices. The software functions on Windows, Mac, and Linux operating systems, and the web interface supports industry-standard browsers and devices through responsive design. Catalogs are published in a modern, responsive design that automatically adjusts content to the size of the user's screen. This functionality provides a comfortable, intuitive experience that is critical to a diverse staff and student population.</p> <p>Efficient Search and Browsing Capabilities: Your catalog's navigation is developed during implementation based on your preferences and best practices, meaning the catalog organization and navigation is tailored to blend with your master website to be consistent with how content is presented. CAT's built-in search engine returns results based on page titles and other content, along with admin-chosen keywords on each page that can be used to manually curate results. Search results will include pages (including programs) and courses by default, and the search user-experience allows users to limit their selections based on types of pages, courses, programs, and more. CourseLeaf's pages are also built to be search-engine-friendly, assuring that searches performed in modern search engines return relevant results.</p> <p>Compliance with Accessibilities: Accessibility is a priority at CourseLeaf, and we aim to provide software that is useable and accessible to users with disabilities and/or users of assistive technology.</p>	Complete
1.1.4	Selected user roles granted the ability to edit and publish forms corresponding to structured data's regular expressions	Fully Compliant	<p>Leapfrog Response: CourseLeaf's Role Management provides an easy way for the university to maintain authorized permissions and access. Access to the CourseLeaf solution is role-based; there are two types of authenticated users within CourseLeaf: Administrators and Users. Administrators have full system access and provide access to others. Users and roles may be arranged and configured in a wide variety of ways, with scopes that apply to different levels of data.</p> <p>Administration of groups may be delegated to Users within each group without giving them administrative privileges for all of CourseLeaf. Users with administrative privileges can assign other Users to their roles, remove users from their roles, and change the email preferences of a role, but do not have permission to modify Users in other sets, add new Users, or create new sub-sets.</p> <p>User permissions in the workflow are also role-based. A role can include one or multiple members. Users can belong to multiple roles in CourseLeaf workflows. In different roles, they may have differing abilities and restrictions to add, edit, and view content in the catalog or curriculum proposal workflow. For example, a User who can edit and approve a proposal in one role may only view the proposal in another role or be able to view and annotate.</p>	Complete
1.1.5	Centralized management of visual brand and style. Permit certain roles to modify design template within approved University brand standards.	Partially Compliant	<p>Leapfrog Response: Instead of out-of-the-box templates, CourseLeaf CAT offers a custom process with a resulting theme that aligns with Mason's preferences regarding catalog appearance, layout, and branding. Our team includes front-end developers with expertise designing the User Interface and User Experience for the CourseLeaf web-based platform and catalogs, while working in collaboration with your web/branding team to create a unique design that adheres to your current and future branding guidelines, including logos, color schemes, and other stylistic or behavioral elements. CAT uses templates and style sheets that adhere to the branding standards established by Mason, as well as WCAG 2.1 standards for theme considerations such as color contrast and other templated elements. The university can update page content using standardized text in the What-you-see-is-what-you-get (WYSIWYG) Editor.</p> <p>This allows the design of the catalog to be tailored for a variety of audiences without having a negative impact on how the page content is presented. Clients receive a free, annual refresh of their catalog design as requested to support brand alignment across campus.</p>	Complete
1.1.6	[REDACTED]	[REDACTED]	[REDACTED]	Complete
1.1.7	Automated program update/proposal notification to corresponding schools and departments	Fully Compliant	<p>Leapfrog Response: CourseLeaf includes an intelligent Workflow System that streamlines the review process and enforces your governance policies. While workflows can be created and modified in CourseLeaf, the system is configured based on Mason's governance policies. Our dynamic forms are intuitive and automatically assign the correct workflows based on your specific business rules. The responsive forms mean that when the proposer enters values or selects values from lists, the form will respond by hiding or displaying fields or even entire sections of the form. For example, by choosing a subject code, the department can be pre-selected based on the mapping. As another example, if the user chooses general education, then starts a new proposal to create/deactivate a course/program, the dynamic form will display the appropriate questions. This eliminates guesswork and duplicate data entry, reducing the chance for inaccuracies and inadvertent errors in judgement.</p> <p>The drag-and-drop interface in the CourseLeaf 10 Workflow Designer makes it even easier to create custom workflows that allow approval by multiple departments. This allows Mason to select the steps for each workflow, the roles that should be included, and the order of those roles. Roles can include a single or multiple users, such as members of a particular school or department.</p> <p>During the workflow process, the system will alert each individual within the workflow via email that a course or program has been created or modified. The email contains a brief note and a direct link to the form for easy review.</p>	Complete

1.1.8	Standardized fielded data from which forms and reports can be created	Fully Compliant	<p>Leapfrog Response: During implementation of Mason's CourseLeaf modules, our consultants consulted with your functional leads to analyze the configurations, setup, and data design in Banner, which informed the data model for integration. Leapfrog then inspected the data Mason provided, confirmed it matched the requirements, and loaded it into the CourseLeaf data structures. CourseLeaf CIM takes the complex data structures of your student information system (SIS) and models it in such a way as to make it useful, standardized, and comprehensible. There is a translation layer that converts SIS data (in native format) to a more simple tcfdata-like structure. CIM forms are easy to use and pre-populate with content from your system of record. They are also responsive, so the display of fields or groups of fields on the form depends on the data entered. A faculty member will only see the fields they need to complete for a particular course and set of course attributes. This responsive feature saves time and prevents data entry errors. Although the initial designs for your course and program forms are done during implementation in alignment with your data model, forms can be easily modified by your CourseLeaf administrators using CIM FormBuilder. CIM FormBuilder supports application administrator changes to curriculum forms using a drag-and-drop interface. Most form component configurations and changes, including edits to labels, pick-list options, and adding new fields, can be staged and deployed entirely by your administrators without assistance from CourseLeaf Support. With Mason's update to CourseLeaf 10, you will gain access to the CourseLeaf Reporting Engine, which is an upgraded reporting environment that provides functionality to create, edit, run, filter, and export reports on CourseLeaf data via our Data Warehouse. Reports can also be built by your administrators using an a drag-and-drop interface similar to FormBuilder. Approved users may run reports and apply configuration-based filters on the results. A list of predefined reports is provided also provided.</p>	Complete
1.1.9	Allowed file types: .JPG, .JPEG, .PNG, .GIF, Accessible .PDF	Fully Compliant	<p>Leapfrog Response: CourseLeaf CIM allows an unlimited number of attachments to be uploaded to any curriculum proposal. The attachments are saved in the CourseLeaf database and can be viewed with the proposal history. Supported file types include:</p> <ul style="list-style-type: none"> • .bit • .rtf • .doc • .docx • .xls • .xlsx • .odt • .pdf <p>Image types, including .gif, .jpg, .jpeg, or .png</p> <p>CourseLeaf CAT includes an image library where you can easily upload and save images for use in the catalog. Image files can be uploaded in .gif, .jpg, .jpeg, and .png formats. Using the page body editor, .pdf files can be attached as a link to a catalog page and full catalog .pdf files can also be uploaded.</p>	Complete
1.1.10	Permit certain roles the ability to view revision history and the ability to revert a draft	Fully Compliant	<p>Leapfrog Response: User permissions in the CourseLeaf workflow are role-based. Those included in the workflow can be identified as reviewers who can approve, edit, or roll back the proposal to an earlier workflow step/draft. You can also include individuals who simply need to be notified that something is being added or changed, known as an FYI role. A role can include one or multiple members and users can belong to multiple roles in CourseLeaf workflows. In different roles, they may have differing abilities and restrictions to add, edit, and view content in the catalog or curriculum proposal workflow. For example, a User who can edit and approve a proposal in one role may only view the proposal in another role or be able to view and annotate.</p>	Complete
1.1.11	Permit certain roles the ability to view Revision history with version comparison	Fully Compliant	<p>Leapfrog Response: All users can view the entire workflow in the catalog or curriculum approval path and see which users have the responsibility to act, which individuals have completed their tasks, and the date/time stamp the tasks were completed. Throughout the reviewing and approval workflow process, users can view the differences between the last approved content and the newly proposed content. CourseLeaf will track and log all edits made by each individual at each step of the workflow process for all changes made, as well as preserve the edit history continuously. CourseLeaf CIM and CAT include simple visual indicators that make it easy for reviewers using the interface or a screen reader to act on content changes—green double-underlined text denotes added information, and red strike-through text denotes deleted information. Reviewers can click on prior reviewers to see how the proposal has changed during workflow and who has proposed which edits. The history of the change, along with the workflow, marked changes, timestamps, and attachments are retained for that specific change.</p>	Complete
1.1.12	System generates automated notification to specific recipients associated with specific fields of the proposal life cycle	Fully Compliant	<p>Leapfrog Response: CourseLeaf includes an intelligent Workflow System that streamlines the review process and enforces your governance policies. While workflows can be created and modified in CourseLeaf, the system is configured based on Mason's governance policies. Our dynamic forms are intuitive and automatically assign the correct workflows based on your specific business rules. The responsive forms mean that when the proposer enters values or selects values from lists, the form will respond by hiding or displaying fields or even entire sections of the form. For example, by choosing a subject code, the department can be pre-selected based on the mapping. As another example, if the user chooses general education, then starts a new proposal to create/deactivate a course/program, the dynamic form will display the appropriate questions. This eliminates guesswork and duplicate data entry, reducing the chance for inaccuracies and inadvertent errors in judgement. The drag-and-drop interface in the CourseLeaf 10 Workflow Designer makes it even easier to create custom workflows that allow approval by multiple departments. This allows Mason to select the steps for each workflow, the roles that should be included, and the order of those roles. Roles can include a single or multiple users, such as members of a particular school or department. During the workflow process, the system will alert each individual within the workflow via email that a course or program has been created or modified. The email contains a brief note and a direct link to the form for easy review.</p>	Complete
1.1.13	Permit certain roles to filter and modify program content based on custom query including catalog year	Fully Compliant	<p>Leapfrog Response: CourseLeaf CIM can create and generate multiple versions of Program data, as well as versions based on the Effective Term provided by users on the Program form. History of the changes, governance workflow, user approvals, and time stamps are retained in CIM for each Program. CourseLeaf's Reporting Engine allows reporting on specific data, which can be extracted based on effective dating of each historical approval. Using CourseLeaf CAT, multiple versions of the Program can be published and edited for current and future publications.</p>	Complete
1.1.14	Ability to assign min/max parameters to program filtering (GPA, total credits)	Fully Compliant	<p>Leapfrog Response: Approved users may run reports and apply configuration-based filters on the results. CourseLeaf provides the ability for Mason to modify the criteria on the catalog's program filters or "Find your Program" page to include selectable criteria for students to include min/max parameters for GPA and Total Credits. These data points can be managed in CIM Programs by the curriculum governance and populate into the catalog.</p>	Complete
1.1.15				Complete
1.1.16	Admin roles permitted content management access on-demand to modify/edit links and provide quality management	Fully Compliant	<p>Leapfrog Response: CourseLeaf administrators have full control of their sites and software settings with administrative tools designed for the task. Mason's CourseLeaf Administrators can approve, edit, or roll back the edits to previous steps in workflow, including the ability to modify/edit links. Administrators also can use the Admin Save feature that allows them to make necessary changes to individual proposed edits, save the changes, and skip the workflow process. End users will not see the Admin Save option.</p>	Complete
1.1.17	Broken link checker visible on admin dashboard	Fully Compliant	<p>Leapfrog Response: CourseLeaf administrators have access to the Link Checker Report, which shows all invalid internal and external URLs within the catalog. With the upgrade to CourseLeaf 10, administrators will gain access to the new CourseLeaf dashboard, which includes access to view all reports, such as the Link Checker Report.</p>	Complete
1.1.18	Publication workflow management controlled at the Admin level	Fully Compliant	<p>Leapfrog Response: With Mason's update to CourseLeaf 10, workflows can be easily created, deleted, modified, and duplicated by your administrators using CourseLeaf's Workflow Designer, which offers a modern drag-and-drop user interface that makes it easy to review and modify steps, roles, and users associated with any workflow.</p>	Complete
1.1.19	Automated back-up and recovery	Fully Compliant	<p>Leapfrog Response: Leapfrog performs disc-to-disc backups on a nightly basis, and at least two off-site copies of system backups are kept. For Disaster Recovery, all client data is encrypted both while being transferred to our disaster recovery site as well as on disk at our disaster recovery location. Backups are rotated offsite on a weekly basis and retained for 4 weeks. Because no amount of planning and redundancy can make any facility totally secure from catastrophic events, Leapfrog also utilizes off-site disaster recovery in Amazon Web Services (AWS).</p>	Complete
	Codify change status between catalog		<p>Leapfrog Response: CourseLeaf allows Mason to configure how each catalog or publication is published, updated, and archived. Active catalog editions may be updated in the software and automatically published based on a curricular cycle or schedule. Catalog editions can also be published as updates are made throughout the year. Catalog changes can be published immediately, once approved through the appropriate workflow. Catalog editors can choose which pages or content updates are published or remain unpublished. Archived editions cannot be edited, thus maintaining the integrity of each document as published.</p>	

1.1.20	years, assign automated labeling convention in reporting for any program that changed between catalog editions	Fully Compliant	The course update to the catalog uses the SIS effective term for course data so that course information is current as of the catalog year. The course update is also repeatable on a frequency determined by Mason so that course data can be refreshed periodically during the catalog year if desired. Approved Program data managed in CIM Programs is integrated with CAT, allowing approved Program updates in CIM to be updated in your catalog. The version of the Program is published based on the Effective Term selected on the form at the time of the edit. Additional fields on the form can be incorporated to label the change. For example, a labeled question can be added for Changes Applied with selections for Fall 2025, Spring 2026, Fall 2026, which can provide a more concise label of when the changes will take affect on campus. Mason can then pull reports on approved changes based on date ranges selected in the reporting filters.	Complete
1.1.21	Ability to cross-reference and display class schedule availability on course pages.	Fully Compliant	Leapfrog Response:	Complete
1.1.22	Permit certain roles view available desk inventory, consumption trends.	Fully Compliant	Leapfrog Response: CourseLeaf relies on integration with 25Live for managing desk inventory, consumption trends, asset depreciation, etc. CollegeNET Response: Approved users can manage desk inventory, asset depreciation, consumption trends, etc., which is available through role-based access control in 25Live.	Complete
1.1.23	Permit certain roles to flag certain high-demand inventory for override or additional availability evaluation by Registrar	Fully Compliant	Leapfrog Response:	Complete
1.1.24				Complete
1.1.25				Complete
1.1.26				Complete

Question Set 2: Academic Scheduling

#	Question	Response	Comment	Status
2.0.1				Complete
2				
2.1.1				Complete
2.1.2	Standardized workflow and user access for class, exam, and exceptions as well as approvals	Fully Compliant	<p>Leapfrog Response: CourseLeaf CLSS features a powerful and intelligent workflow engine configured with Mason administrators to trigger the rule validation engine whenever specific types of addition or change proposals are made to sections. You can create workflows that launch when schedulers change class times after students have enrolled, require registrar oversight when room change requests are made post room optimization, or require dean approval for specific departments or colleges when new sections are requested late. Our workflow engine directly leverages our validation functionality in CLSS so that in addition to routing schedules through the appropriate approval channels, you can also define exception workflows that require approval across campus for changes that are deemed out of compliance with policies such as your campus standard meeting times. CLSS workflow can also detect if a scheduler has built sections that adhere to all rules, policies, and guidelines and thus doesn't require a workflow and can automatically be gmsaved in CLSS.</p> <p>CLSS aims to build the final exam schedule for you in our solution instead of requiring you to go to your SIS. For institutions that determine their final exam schedule for classes based on the days and times a class meets during the term, or schedule common exams for multiple sections of the same course, CLSS shows instructors and departments exactly when their final will be at the time of scheduling. A rule can be configured to trigger an approval workflow when the course/exam would change for review and approval.</p> <p>For room schedulers, the software also produces a report which shows all conflicts in room and instructor availability, if you typically assign classes to the room they meet in during the term. As part of this, we can calculate the exam group value for a section based on the criteria above.</p> <p>CLSS alerts individuals who need to take part in a given workflow via email. Emails contain information on what the individual needs to do to complete their workflow step. Emails can be modified for your administrators as needed. CLSS also allows for email notifications to be sent from workflows to individuals who do not need to formally approve but would benefit from knowing the status of changes as they reach varying approval stages.</p> <p>Mason's update to CourseLeaf 10 includes a personalized Dashboard that gives administrators the ability to view, approve, deny, adjust, and roll back requests to a prior workflow step or initiator. The Dashboard also includes access to our Workflow Designer, an easy drag-and-drop interface that allows administrators to create and modify workflows with ease.</p> <p>CLSS in action at Mason - In response to a client benefits survey, Mason reported that accuracy (fewer errors) due to integration has increased by an estimate of 90% or more since launching CLSS.</p>	Complete
2.1.3	Ability to create field-based filters based on structured data	Fully Compliant	<p>Leapfrog Response: Reports can be created by filtering by data points CourseLeaf CLSS. CLSS includes standard administrative reporting capabilities and end-user analytic and visualization tools designed to provide insights for planning, building, and validating efficient course and section schedules. While administrators retain certain exclusive rights to management reports, CLSS enables all users to query and run reports on section data at any given point in time on current and historic data.</p> <p>Any criteria can be filtered and analyzed using the Framer, Visualize heat map tool, or exporting the data to Excel for further analysis. Options allow the view to be sorted data based on Course, Instructor, Day and Time, and Room for further analysis.</p>	Complete
2.1.4				Complete
2.1.5				Complete
2.1.6	Ability to create custom event inquiry form, notification and confirmation emails; Ability to create space search based on inquiry form responses; ability to create custom .ics feeds	Fully Compliant	<p>Leapfrog Response: Leapfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement.</p> <p>CollegeNET Response: 25Live meets each of these requirements.</p> <p>25Live's custom emails use context-specific triggers and advanced conditional logic which allow you to target your recipients with unique content based on characteristics such as the requested space or event sponsor. When the email scenario is met, an email template will be sent based on those configurations. A wide variety of email variables allow you to add the requestor, scheduler, location, organization, resources, and much more without having to manually edit the template. These emails can be used to send confirmations and notifications.</p> <p>Custom .ics feeds can also be created with the help of 25Live Publisher.</p>	Complete
2.1.7	User-role associated space management relative to their academic or business unit	Fully Compliant	<p>Leapfrog Response: CourseLeaf relies on integration with CollegeNET's 25Live room and event scheduling system for this requirement, which allows schedulers to quickly and efficiently select the best room and class section pairings using room data while building a schedule in CLSS, eliminating the need to move between systems.</p> <p>CollegeNET Response: 25Live's security is comprehensive, largely role-based, and can be divided into the following four categories:</p> <ul style="list-style-type: none"> • System security: single sign-on using SAML, Shibboleth, or LDAP are supported and provided as a standard delivery, at no additional cost • Functional security: control of all functional areas • Object security: control of who can view or change individual spaces, resources, classes/events, organizations/departments, and reports • Assignment policy: control of who can assign, unassign, request, and approve the assignment of particular spaces and resources, and when those assignment privileges apply 	Complete
2.1.8	Provide Real time space utilization dashboard	Fully Compliant	<p>Leapfrog Response: CourseLeaf relies on integration with CollegeNET's 25Live room and event scheduling system for this requirement, which allows schedulers to quickly and efficiently select the best room and class section pairings using room data while building a schedule in CLSS, eliminating the need to move between systems.</p> <p>CollegeNET Response: Each location in 25Live has its own daily and weekly Availability Grid and a calendar of events that users can access to see real-time utilization. If users need to see the availability of multiple locations at once, they can also access these views by running a location search.</p> <p>Once a user chooses a date and time range, Availability Grids display color-coded events that take place during those times. Some colors are standard (green for normal events, gray for closed hours, etc) while others are customized by your institution, based on event states (tentative, confirmed, cancelled, etc) or event types (Lecture/Seminar, Orientation, Lab, etc.)</p> <p>25Live is mobile and tablet friendly, making it easy for users to access and view calendars, availability grids, and other functionality from anywhere.</p>	Complete
2.1.9	Provide Revision history and audit trail	Fully Compliant	<p>Leapfrog Response: Rules can be set up for requiring changes to the schedule to require workflow approval. Once the schedule has been validated and entered into Banner, the Rules will ensure the changes trigger a workflow. The revision history and audit trail will display the change and that it was reviewed in workflow.</p>	Complete

2.1.10	Permit certain users the ability to set and adjust min/max, doublebook, and override settings	Fully Compliant	<p>Leapfrog Response: Phases in CLSS control which fields can be edited in which phase such as editing or adjusting the min/max. Rules and validations can also be created to start a workflow, give a warning, or prevent users from being able to perform an action during specific phases. Particular roles can be included/excluded from the Rule, as well as specific departments or scheduling units, allowing specific users in those roles to make adjustments to min/max, doublebook, etc. Admins can override these settings by approving the changes in workflow when applicable. Rooms are assigned in CourseLeaf CLSS based on the SIS configurations. CLSS Administrators can also use Room Overrides to update and change the SIS Room Assignments. This includes the ability to identify the department, college, or scheduling unit that can use specific rooms and labs.</p>	Complete
2.1.11	Best-in-class UX and conformation to WCAG 2.0 AA standards	Partially Compliant	<p>Leapfrog Response: CourseLeaf is responsive, mobile-friendly, and web-enabled for all users. The software is designed to be intuitive and to allow users to create and modify many applications without the need for CourseLeaf Support. For example, CIM Formbuilder allows administrators to modify forms and CourseLeaf Workflow Designer allows administrators to create and modify workflows. Mason will receive our latest update, CourseLeaf 10, which includes interface enhancements such as our new Dashboard and drag-and-drop tools.</p> <p>CourseLeaf Dashboard: The CourseLeaf Dashboard offers users a modern and personalized home base where they can easily find the information they need to complete their day-to-day work. The Dashboard includes direct links to CourseLeaf module features, the status of proposals in workflow, and other tasks assigned or underway. Colored bars make it easy to visualize workflow progress.</p> <p>Drag-and-Drop Tools: CourseLeaf's modern and easy drag-and-drop tools help administrators review and modify steps, roles, and users associated with any workflow. Workflows can also be easily created, deleted, modified, and duplicated by your administrators using CourseLeaf's Workflow Designer.</p> <p>Supports Various Devices: CourseLeaf is a web-based solution that is easy to access on devices of varying sizes for both students and administrators, including mobile devices. The software functions on Windows, Mac, and Linux operating systems, and the web interface supports industry-standard browsers and devices through responsive design.</p> <p>Compliance with Accessibilities: Accessibility is a priority at CourseLeaf, and we aim to provide software that is useable and accessible to users with disabilities and/or users of assistive technology. CourseLeaf uses WCAG 2.2 AA as our standard for accessibility, and our conformance to these standards is documented through our available Accessibility Compliance Report (ACR) using Voluntary Accessibility Product Templates (VPATs) for each module, which are available upon request. Some parts of the ACR are noted as "partially supports." Leapfrog has a roadmap and plan to remediate any outstanding accessibility issues, which is available upon request. Because Leapfrog does not require client data to be accessibility compliant and because Leapfrog develops each client module based expressly on Mason submitted specifications, the resultant CourseLeaf product may not be WCAG compliant. Leapfrog is not a credentialing organization for WCAG or any other accessibility organization.</p>	Complete
2.1.12	Permit certain roles to create custom reports referencing all available fields of structured data	Fully Compliant	<p>Leapfrog Response: CourseLeaf CLSS includes standard administrative reporting capabilities and end-user analytic and visualization tools designed to provide insights for planning, building, and validating efficient course and section schedules. While administrators retain certain exclusive rights to management reports, CLSS enables all users to query and run reports on section data at any given point in time on current and historic data. Most reports can be shared via Excel and PDF outputs. Most queries are web-based, and so may easily be shared in the form of web-links with direct access to the reports.</p> <p>Standard Reports Useful for CourseLeaf Administrators:</p> <ul style="list-style-type: none"> • System Snapshot: "Thermometer" display shows an overall progress report for the entire system or a portion of the system. This interactive report allows for drill-downs, click-to-email contacts, and exporting the results to Excel/CSV. • Role Members: Report on all roles in the system and members or users populating those roles. • Bridge Tools: The Bridge Tools are a set of administrator tools designed to preview and monitor CLSS bridge functionality to the SIS and are to test and troubleshoot any issues with data transfer. • Pending: This screen will show requests that have been sent, but are not yet done processing in the SIS. <p>End-User Reports:</p> <ul style="list-style-type: none"> • Course View: Organizes all department section offerings by course and includes section codes, course types, the instructor(s), and the meeting day/time. Enables the review of departmental course offerings, ability to add/delete specific sections, and access to the section edit screen for ease in making scheduling changes. • Instructor View: Organizes all department section offerings by primary instructor. • Day and Time View: Organizes all department section offerings by day of the week and time of day. • Visualize Heat Map: This tool takes data from any view and displays it as a heat map across a weekly scheduling grid. Paired with CLSS's powerful filtering tools, you can gain a visual analysis of almost any scheduling component inherent within CLSS. • Schedule Framer: This provides a comparative year-over-year or term-over-term analysis of your department's section offerings. Beyond basic course data, it also includes aggregate enrollment data (or section maximum capacity for future terms) and past sections that were cancelled, providing insights for planning instructor resources, determining how many sections are needed, and measuring instructor success in achieving enrollment levels. • Course Demand: Leverages Degree Works information to compare course total seats being offered vs. enrollment. Degree Works plans data is used to report on the number of students who were advised to take the course but have not yet registered for it. Recent Degree audit for each student with an active SGASTDN record in Banner INB is used to report on the Major and number of students in each graduation class that have not yet added the course to their planner or are not yet in progress. <p>Users with "view-only" access to CourseLeaf can create custom reports referencing all available fields of structured reports.</p> <p>CollegeNET Response: The robust Interactive Report Designer is included with 25Live and will allow your administrators to create fully customized reports using virtually any of the fields stored in your 25Live database.</p> <p>Custom reports can be written from scratch or modified from standard reports to create customized versions with added logos or changed report elements. When ready, custom reports can be fully integrated into 25Live using standard system functionality.</p>	Complete
2.1.13	Permit certain roles to create and assign filter categories and tags	Fully Compliant	<p>Leapfrog Response: Admins can create filters, tests, and Rules which can be used as categories and tags.</p>	Complete
2.1.14	Centrally managed conditional rules and automated alerts	Fully Compliant	<p>Leapfrog Response: CourseLeaf CLSS features a powerful and intelligent workflow engine configured with Mason administrators to trigger the rule validation engine whenever specific types of addition or changes proposals are made to sections. You can create workflows that launch when schedulers change class times after students have enrolled, require registrar oversight when room change requests are made post room optimization, or require dean approval for specific departments or colleges when new sections are requested late. Our workflow engine directly leverages our validation functionality in CLSS so that in addition to routing schedules through the appropriate approval channels, you can also define exception workflows that require approval across campus for changes that are deemed out of compliance with policies such as your campus standard meeting times. CLSS workflow can also detect if a scheduler has built sections that adhere to all rules, policies, and guidelines and thus doesn't require a workflow and can automatically be saved in CLSS.</p> <p>CLSS alerts individuals who need to take part in a given workflow via email. Emails contain information on what the individual needs to do to complete their workflow step. Emails can be modified for your administrators as needed. CLSS also allows for email notifications to be sent from workflows to individuals who do not need to formally approve but would benefit from knowing the status of changes as they reach varying approval stages.</p> <p>Mason's update to CourseLeaf 10 includes a personalized Dashboard that allows all users to view their assigned tasks/workflow items.</p>	Complete
2.1.15	Course scheduling workflow managed in time-regulated portal	Fully Compliant	<p>Leapfrog Response: Mason's update to CourseLeaf 10 includes a personalized Dashboard that gives administrators the ability to view, approve, deny, adjust, and roll back requests to a prior workflow step or initiator. The Dashboard also includes access to our Workflow Designer, an easy drag-and-drop interface that allows administrators to create and modify workflows with ease. Administrators can also manage scheduling timeframes for deadlines and phase changes to lock or unlock fields and to set when specific rules apply or don't apply.</p> <p>Mason also uses the CLSS homepage to post deadline information for users.</p>	Complete
2.1.16				Complete
2.1.17	Customize SECTIONS while retaining the association to the catalog COURSE	Fully Compliant	<p>Leapfrog Response:</p>	Complete
2.1.18				Complete

Question Set 3: Academic Event Scheduling

#	Question	Response	Comment	Status
3				
3.1.1	Standardized data structure with clearly defined fields	Fully Compliant	Leepfrog Response: Leepfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: Series25 has a standardized data structure with clearly defined and well-documented fields.	Complete
3.1.2	Using the standard data structure, create a system of data import and export on a daily, predictable schedule	Fully Compliant	Leepfrog Response: Leepfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: LYNX for Banner/Ethos will keep information in your Series25 database synchronized with your SIS, including building/room information and any course section information you choose, with bi-directional syncing every 59 seconds. Simply select and filter the desired terms and initialize them from the user-friendly web interface. After setup, data will stay up to date for as long as you need and can be archived later.	Complete
3.1.3	Standardized workflow and user access for events, classes, talks, seminars, and exceptions as well as approvals	Fully Compliant	Leepfrog Response: Leepfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: 25Live includes built-in workflow functionality that enables automatic creation of tasks based on your specific business practices. There are several types of workflow in 25Live, all of which can easily be set up and configured within the online user interface. Workflow tasks may be automatically triggered and assigned to the appropriate user(s) based on any of the following actions: <ul style="list-style-type: none"> • Specific location requests/assignments • Specific resource requests/assignments • The organizations that are sponsoring the event • The specific type of event being scheduled/requested • Requirements of the event • The selected calendar(s) that the event should be published to Assignment Policy exceptions can make any space(s) or resource(s) Not Requestable, Requestable, Assignable, or Assignable and Approvable by the designated group(s) between specified dates.	Complete
3.1.4	System syncs with data output from Banner to detect newly added updates to the class schedule, automating the import of new sections upon approval by the Registrar	Fully Compliant	Leepfrog Response: Leepfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement as it relates to event scheduling. CollegeNET Response: The LYNX Interface detects changes in your SIS and 25Live and synchronizes the two systems.	Complete
3.1.5	Ability to create and modify custom event templates, create relationships, room preferences and prerequisite dependencies	Fully Compliant	Leepfrog Response: Leepfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: Both event forms and the events themselves are highly customizable. Event forms are configured by security group and each group can have two custom event forms; one configured for event creation and another for event editing. During configuration, administrators can determine which fields appear on the form, which are required to be completed by the user, whether there are help notes, who the default scheduler should be, which objects (locations, resources, sponsoring organizations, etc.) and characteristics (event types, categories, etc.) users are authorized to select when completing the form, whether locations and resources are recommended, and which event states a user should be allowed to select. Once events are created, users can multiple events to a set to create a relationship.	Complete
3.1.6	Ability to create field-based filters based on structured data	Fully Compliant	Leepfrog Response: Leepfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: When searching, 25Live users can filter classes, events, spaces, resources, and organizations based on nearly any data stored in the Series25 database and save them for future use. Three levels of searches are supported: <ul style="list-style-type: none"> • Quick searches • Simple searches with somewhat limited criteria • Sophisticated searches that allow you to combine several search criteria (for example, all spaces that have been assigned to events between August 01, 2024 - August 30, 2024, where a specific user was the requestor) 	Complete
3.1.7	Cross-reference faculty accommodations and teaching schedule with room requirements	Fully Compliant	Leepfrog Response: Leepfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: After importing section through LYNX, you can utilize the Schedule25 Optimizer, a batch classroom scheduling application that uses a powerful algorithm to match classes, requirements, and preferences to available classroom inventory. Based on the input class data, room pre-assignments, department preferences, and desired features, Schedule25 considers all possible classroom placement options and generates—in seconds—an optimized class schedule ready for export to your Banner/Ethos.	Complete

3.1.8	Ability to create and modify custom exam templates, create relationships, and filter for space based on target room criteria	Fully Compliant	<p>Leapfrog Response: Leapfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement.</p> <p>CollegeNET Response: LYNX allows you to schedule final exams for each course based on its meeting pattern and then import those exam "events" into 25Live. Lynx can also automate the crosslisting of designated sections to allow classes to share a room without creating conflicts.</p> <p>Once courses are imported via LYNX, you can utilize the Schedule25 Optimizer—a batch classroom scheduling application to assign locations to your sections. This tool has three equally important objectives when optimizing classroom space:</p> <ul style="list-style-type: none"> • To maximize the number of placements • To maximize departmental satisfaction with placements • To maximize space utilization 	Complete
3.1.9	Ability to create custom event inquiry form, notification and confirmation emails; Ability to create space search based on inquiry form responses; ability to create custom .ics feeds	Fully Compliant	<p>Leapfrog Response: Leapfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement.</p> <p>CollegeNET Response: 25Live meets each of these requirements. 25Live's custom emails use context-specific triggers and advanced conditional logic which allow you to target your recipients with unique content based on characteristics such as the requested space or event sponsor. When the email scenario is met, an email template will be sent based on those configurations. A wide variety of email variables allow you to add the requestor, scheduler, location, organization, resources, and much more without having to manually edit the template. These emails can be used to send confirmations and notifications. Custom .ics feeds can also be created in with the help of 25Live Publisher.</p>	Complete
3.1.10	User-role associated space management relative to their academic or business unit	Fully Compliant	<p>Leapfrog Response: Leapfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement.</p> <p>CollegeNET Response: Series25 security is highly comprehensive and customizable. Users will only be able to view, create, copy, edit, delete, request, assign, and approve the locations that they have the rights to.</p>	Complete
3.1.11	Real time space utilization dashboard	Fully Compliant	<p>Leapfrog Response: Leapfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement.</p> <p>CollegeNET Response: Every location in 25Live has its own real-time, daily and weekly Availability Grid view, as well as a calendar of events that can be utilized to find availability. Searches also have these views to allow users to see many locations at once based on specified criteria.</p> <p>Once a user chooses a date and time range, the grids display color-coded events that take place during at those times. Some colors are standard (green for normal events, gray for closed hours, etc) while others are customized by your institution based on event states (tentative, confirmed, cancelled, etc) or event types (Lecture/Seminar, Orientation, Lab, etc.)</p> <p>25Live is mobile and tablet friendly, making it easy for users to access and view calendars, availability grids, and other functionality from anywhere.</p>	Complete
3.1.12	Optimization modeling, ability to develop test and modify schedule scenarios before deploying to production	Fully Compliant	<p>Leapfrog Response: Leapfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement.</p> <p>CollegeNET Response: The Schedule25 Optimizer can be used to run simulations in the form of "what if" placement scenarios without loading the results into production. Colleges and universities that use Schedule25 typically experience a minimum 5 - 10% increase in space utilization.</p>	Complete
3.1.13	Revision history and audit trail	Fully Compliant	<p>Leapfrog Response: Leapfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement.</p> <p>CollegeNET Response: Every event in 25Live has an associated audit trail that lists changes to the event such as date/time changes, location assignment updates, pricing changes, and emails sent in relation to the event. The addition and modification of major objects like contacts, locations, and resources are also audited and logged (action/date time/user). Audit trails are only accessible to authorized users.</p>	Complete
3.1.14	Permit certain users the ability to set and adjust min/max, doublebook, and override settings	Fully Compliant	<p>Leapfrog Response: Leapfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement.</p> <p>CollegeNET Response: Users with the appropriate permissions can adjust minimum and maximum headcounts, override settings—such as location security and assignment policies—configure specific rooms to allow sharing, and assign/approve cross-listed (double-booked) events.</p>	Complete
3.1.15	best-in-class UX and conformation to WCAG 2.0 AA standards	Fully Compliant	<p>Leapfrog Response: Leapfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement as it relates to Academic Event Scheduling.</p> <p>CollegeNET Response: CollegeNET is committed to making its software usable by all people, regardless of ability. 25Live meets the AA-level web accessibility design standard established by the W3C Web Content Accessibility Guidelines 2.0 and the U.S. Section 508 Standards. Our Series25 VPAT is also available on request.</p>	Complete
			<p>Leapfrog Response: Leapfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement.</p> <p>CollegeNET Response: The robust Interactive Report Designer included with 25Live will allow your administrators to create fully customized reports using virtually any of the fields stored in your 25Live database. Custom reports can be written from scratch or modified from standard reports to</p>	

3.1.16	Permit certain roles to create custom reports referencing all available fields of structured data	Fully Compliant	<p>create customized versions with added logos or changed report elements. When ready, custom reports can be fully integrated into 25Live using standard system functionality.</p> <p>Additionally, 25Live has a built-in document management tool which allows for the creation of documents (such as forms or contracts) more quickly and easily than creating a full custom report. A variety of variables are available to automatically pull data into these documents, with no coding knowledge needed.</p> <p>Standard and custom reports in 25Live can be generated ad hoc or on a scheduled basis to give you real-time feedback about the data in your instance. They can also be viewed through a standard web interface, printed, emailed, and exported in multiple formats.</p>	Complete
3.1.17	Train X number of Mason employees at the A, B, C user levels, provide X hours of technical user support per year to the following user roles, create and document issue escalation procedure, document and notify system maintenance and downtime schedule, etc.	Fully Compliant	<p>Leepfrog Response: Leepfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement as it relates to Academic Event Scheduling.</p> <p>CollegeNET Response: Training typically includes up to twelve participants, but more can be added if desired. Our classes are taught according to a "train the trainer" model, including content and training materials, which can be used by your trainers to train additional users in your community. Your Account Manager will check in regularly to ensure you are using system features to fullest capacity you need. Technical Support hours, escalation procedures, and system maintenance notification information is covered in Question Set 8: Support.</p>	Complete
3.1.18	Automated backup and restore, system health monitoring	Fully Compliant	<p>Leepfrog Response: Leepfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement as it relates to Academic Event Scheduling.</p> <p>CollegeNET Response: CollegeNET takes responsibility for Series25 data backups and system health monitoring. As a part of our efforts to prevent data loss, our administrators perform and send encrypted backups to a large, off-site library on a regularly scheduled basis. In addition, data is constantly backed up to our fully redundant disaster recovery center in Arizona. If needed, (such as in an emergency) CollegeNET would restore the application and system from the backups right away. Our Service Level Agreement (SLA) guarantees 99.9% uptime and offers remedies if this standard is not met.</p>	Complete
3.1.19	User-role associated space management relative to their academic or business unit, dashboard displays filtered space availability	Fully Compliant	<p>Leepfrog Response: Leepfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement as it relates to Academic Event Scheduling.</p> <p>CollegeNET Response: Series25 security is highly customizable. Users will only be able to view, create, copy, edit, delete, request, assign, and approve the locations that they have the rights to. Administrators can set the default view for users to an Availability Grid or calendar, which will only ever display the locations they have access to. Locations outside of that will display as "Private" on grids and calendars.</p>	Complete
3.1.20	Permit certain roles to make bulk modifications to the schedule based on filtered factors	Fully Compliant	<p>Leepfrog Response: Leepfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement as it relates to Academic Event Scheduling.</p> <p>CollegeNET Response: Users with the appropriate permissions can bulk delete events or edit them in several ways. Editing options include updating the event name, title, primary organization, type, event state, categories, custom attributes, requirements, contact roles, parent folder, ownership, and locations.</p>	Complete
3.1.21	Centrally managed conditional rules and automated alerts and workflow progression	Fully Compliant	<p>Leepfrog Response: Leepfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement as it relates to Academic Event Scheduling.</p> <p>CollegeNET Response: Event form rules can be added to your forms to assist with workflow progression. These rules work by automatically applying specific event criteria, or pushing an alert, after the user makes certain choices in the event form. For example, if a student chooses a theater space, you can add a required attribute with Yes/No response options asking if the student needs AV assistance. Then, if Yes is chosen, the form can automatically add an AV Technician resource to the request. You can also chain Event Form Rules if you need to additional responses from the user.</p>	Complete
3.1.22	Present events in a standardized template consistent with the University visual brand	Fully Compliant	<p>Leepfrog Response: Leepfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement.</p> <p>CollegeNET Response: Your unique brand can be reflected in application headers that use your colors and logos, as well as customized email correspondence, contracts, invoices, custom reports, embedded web forms, published calendars, and other embedded content that is presented to end users.</p>	Complete
3.1.23	Permit certain access levels to manage event projects within their assigned areas and access to external systems such as payment and CRM	Partially Compliant	<p>Leepfrog Response: Leepfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement.</p> <p>CollegeNET Response: The powerful security features in our solution allow for multiple security levels of access based on any criteria you wish to use for granular control of user and group permissions.</p> <p>Access to external systems will depend on whether those systems are integrated with Series25.</p> <p>Leepfrog Response: Leepfrog relies on CourseLeaf's integration with</p>	Complete

3.1.24	Create calendar items that do not require registration OR space utilization such as virtual events or campus-wide observances	Fully Compliant	CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: Calendars are highly customizable and don't require that the events attached have a registration option or a location. The only requirements of a 25Live event are that it has a name, an event type, a date and time, and an event state. As long as these requirements are met, the event can be saved and sent to a calendar.	Complete
3.1.25	Permit certain roles to duplicate events	Fully Compliant	Leepfrog Response: Leepfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: Users with the appropriate permissions can duplicate events.	Complete
3.1.26	Ability to filter space usage reporting for venues	Fully Compliant	Leepfrog Response: Leepfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: Location searches are highly customizable (as discussed further in item 3.1.6). Once a search is created, it can be plugged into several of our standard reports. Searches can also be sent to 25Live Publisher to be utilized by web calendars.	Complete
3.1.27	Ability to filter spaces based on equipment, room capacity, seating configurations, etc.	Fully Compliant	Leepfrog Response: Leepfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: Every Location Details page includes information about the physical features, equipment, available resources, location types, categories, layouts (and the seating configurations for each), room capacities, diagrams, images, campus location, relationships to other locations (for example, the ability to automatically block or require assignment of adjacent locations, as needed), schedules, and more. Nearly all of these details can be utilized to filter location searches.	Complete
3.1.28	Permit certain users the ability to create event workflows for catering, equipment, etc and generate corresponding inquiry forms for display online	Fully Compliant	Leepfrog Response: Leepfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: 25Live's workflow functionality can fully accommodate this requirement. Automated emails can be configured to notify any interested parties (such as caterers or AV technicians) based on your workflow. When an event is created or edited, an email template will be sent based on specific criteria such as the event state, location, resource, primary organization, and more. Context-specific triggers and advanced conditional logic allow you to target content based on characteristics such as the requested location or event sponsor. Email templates are fully customizable both in terms of the event details and attachments included, so you can easily add inquiry forms, policy information, contracts, and other documents on relevant events.	Complete
3.1.29	SPACES and ROOMS should include available equipment, seating diagrams, and ADA considerations	Fully Compliant	Leepfrog Response: Leepfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: Every Location Details page includes information about that space including the physical features (such as ADA accessibility), equipment, seating diagrams, and much more. Comments, room instructions, and custom attributes allow for extra customization of these details.	Complete
3.1.30	Generate internal work orders based on event's structured data. Generate run-of-show docs based on structured data	Fully Compliant	Leepfrog Response: Leepfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: Custom branded work orders and run-of-show documents can be created using the 25Live Document Management tool. This tool is user-friendly and allows you to save documents for repeated use. Hundreds of variables are available so that you can automatically pull in relevant event, location, resource, contact, and organization data once the document is generated and spend less time customizing.	Complete
3.1.31	Permit certain users to block drop-in space	Fully Compliant	Leepfrog Response: Leepfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: Users with the rights to update Assignment Policy can make any space(s) or resource(s) Not Requestable by designated group(s). Assignment Policy exceptions can take that process a step further by blocking requests for specified date/time ranges. If desired, these spaces can still be visible to certain user groups, even if they cannot request them.	Complete
3.1.32	Solution generates a filterable feed of structured data used by a variety of technologies including digital display, web CMS, etc.	Fully Compliant	Leepfrog Response: Leepfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: Series25 meets this requirement with the Series25 WebServices API. Customers have integrated Series25 with nearly every major digital signage vendor, including Four Winds Interactive, Crestron, Visix, and JANUS. Many of these vendors deliver plug-and-play integrations with Series25. Find our list of partners here: https://collegenet.com/scheduling/integrations#partners	Complete
3.1.33	Permit certain roles the ability to generate custom forms based on available set of standardized data fields -or- Solution must be able to import data from external source such as user-submitted form.	Partially Compliant	Leepfrog Response: Leepfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: While generating custom forms is possible in 25Live, data import is typically managed through event forms, object import spreadsheets, and API integrations. Your account manager or our Support team would need more information on the types of information you'd like to import and how to determine how this can be accomplished.	Complete
			Leepfrog Response: Leepfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: This can be accomplished by using the Series25	

3.1.34	Solution generates a filterable feed of structured data used by a variety of technologies including digital display, web CMS, etc.	Fully Compliant	Collegene 1 Response. This can be accomplished by utilizing the Series25 WebServices API. Series25 has been used by our customers with nearly every major digital signage vendor, including Four Winds Interactive, Crestron, Visix, and JANUS. Many of these vendors deliver plug-and-play integrations with Series25. Find our list of partners here: https://collegenet.com/scheduling/integrations#partners	Complete
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Question Set 4: Forms and Correspondence

#	Question	Response	Comment	Status
4				
4.1.1				Complete
4.1.2	Event correspondence must maintain the university visual brand, or otherwise be associated with a CRM client that applies visual branding and identity to correspondence	Fully Compliant	Leepfrog Response: Leepfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: Our tools allow you to create custom branded correspondence. These tools are described further in item 3.1.16.	Complete

Question Set 5: Reporting

#	Question	Response	Comment	Status
5				
5.1.1	Permit the ability to produce marketing reports	Fully Compliant	<p>Leefrog Response: Leefrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement as it pertains to Academic Event Scheduling.</p> <p>CollegeNET Response: Series25 meets this requirement, as described in item 3.1.16.</p>	Complete
5.1.2	Permit certain roles to create custom filtered reports based on available structured data	Fully Compliant	<p>Leefrog Response: With Mason's update to CourseLeaf 10, you will gain access to the CourseLeaf Reporting Engine, which is an upgraded reporting environment that provides functionality to create, edit, run, filter, and export reports on CourseLeaf data via our Data Warehouse. Reports can also be built by your administrators using an a drag-and-drop interface similar to FormBuilder. Approved users may run reports and apply configuration-based filters on the results. A list of predefined reports is provided also provided.</p> <p>CollegeNET Response: 25Live includes 130+ standard reports, many of which accept one or more custom searches to run. These reports account for the security settings of the user that is running them. For example, if a user is running a location utilization report, but does not have access to several locations, that location data will be omitted from the report.</p> <p>Users can create also custom reports (as described in item 3.1.16).</p>	Complete
5.1.3	Solution provides real-time filterable space utilization reporting, as well as at-a-glance visual space utilization analytics	Fully Compliant	<p>Leefrog Response: Leefrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement.</p> <p>CollegeNET Response: Users can see real-time space utilization using availability grids and calendars. 25Live Reports also includes several utilization reports. For a more advanced view of your space utilization, X25 Analytics includes fully interactive utilization reports and simulations.</p>	Complete
5.1.4	Permit certain roles to create custom filtered reports based on available structured data	Fully Compliant	<p>Leefrog Response: With Mason's update to CourseLeaf 10, you will gain access to the CourseLeaf Reporting Engine, which is an upgraded reporting environment that provides functionality to create, edit, run, filter, and export reports on CourseLeaf data via our Data Warehouse. Reports can also be built by your administrators using an a drag-and-drop interface similar to FormBuilder. Approved users may run reports and apply configuration-based filters on the results. A list of predefined reports is provided also provided.</p> <p>CollegeNET Response: 25Live includes 130+ standard reports, many of which accept one or more custom searches to run. These reports account for the security settings of the user that is running them. For example, if a user is running a location utilization report, but does not have access to several locations, that location data will be omitted from the report.</p> <p>Users can create also custom reports (as described in item 3.1.16).</p>	Complete
5.1.5	Solution generates structured data output parsable into .csv, .xls	Fully Compliant	<p>Leefrog Response: All reports in CourseLeaf can be saved and shared with any institutional member through Excel/CSV and PDF outputs, or by HTML/XML web output as the URLs become a direct link for the report. All reports may be accessed via an API as well.</p> <p>CollegeNET Response: Data can be exported through standard and custom report. Both can be viewed through a standard web interface, printed, emailed, and exported in multiple formats, including Excel (.xls, .xlsx, .csv), PDF, Word (.doc, .docx), text files, rich text (.rtf), and HTML.</p>	Complete
5.1.6	Permit certain roles to generate a detailed, chronological record whereby event project details, transactions, user activity, or other financial data are tracked and traced	Fully Compliant	<p>Leefrog Response: Leefrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement.</p> <p>CollegeNET Response: Chronological audit data is available to high-level security groups for all 25Live events (with pricing data), resources, organizations, locations, and contact records. Captured information includes the user making the change, the date and time of the change, and a description of the change.</p> <p>If additional auditing information is needed, we recommend reaching out to our Technical Support team.</p>	Complete
5.1.7	Ability to track budgeting and spend across multiple categories of an event's operation; ability to generate reconciliation reports or connect with accounting tools	Fully Compliant	<p>Leefrog Response: Leefrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement.</p> <p>CollegeNET Response: 25Live Pricing offers invoicing and event cost and payment tracking. 25Live is also fully integrated with FreshBooks Accounting for accounts receivable and payment processing. FreshBooks enables deposits, partial payments, late fees, and reminder emails for a customer base of client organizations. Advanced accounting needs would require an integration using the Series25 WebServices API.</p>	Complete
5.1.8	Permit certain roles to tag client categories and run reports based on those categories	Fully Compliant	<p>Leefrog Response: Leefrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement.</p> <p>CollegeNET Response: Categories in 25Live are fully customizable groups of events, locations, resources, or organizations. Users can plug specific categories into a search to filter the results.</p> <p>Leefrog Response: With Mason's update to CourseLeaf 10, you will gain access to the CourseLeaf Reporting Engine, which is an upgraded reporting environment</p>	Complete

5.1.9	Permit certain roles the ability to generate custom reports from live data using available structured data	Fully Compliant	<p>that provides functionality to create, edit, run, filter, and export reports on CourseLeaf data via our Data Warehouse. Reports can also be built by your administrators using an a drag-and-drop interface similar to FormBuilder. Approved users may run reports and apply configuration-based filters on the results. A list of predefined reports is provided also provided.</p> <p>CollegeNET Response: 25Live includes 130+ standard reports, many of which accept one or more custom searches to run. These reports account for the security settings of the user that is running them. For example, if a user is running a location utilization report, but does not have access to several locaitons, that location data will be omitted from the report.</p> <p>Users can create also custom reports (as described in item 3.1.16).</p>	Complete
5.1.10	Permit certain roles to design user-role-based dashboard templates, permit individual users the ability to customize their dashboard within the realm of their user role access	Fully Compliant	<p>Leepfrog Response: Mason's update to CourseLeaf 10 includes the new CourseLeaf Dashboard, which offers users a modern and personalized home base where they can easily find the information they need to complete their day-to-day work. The Dashboard includes direct links to CourseLeaf module features, the status of proposals in workflow, and other tasks assigned or underway. Colored bars make it easy to visualize workflow progress. Approved users may run reports and apply configuration-based filters on the results--the reports are then viewable on their dashboard.</p> <p>CollegeNET Response: Administrators can set the default view for users to an Availability Grid, Calendar, or a customizable dashboard with widgets. Users can personalize their dashboard widgets to allow direct access to the reports, tasks, searches, and calendars they use in their daily routine.</p>	Complete
5.1.11	Compatibility with CRM tools to include but not limited to the following: Salesforce Education Cloud, Tableau, Microstrategy, and Microsoft PowerBI	Partially Compliant	<p>Leepfrog Response: All reports can be exported and imported into the institutional reporting system, such as Power Bi. Reports can be exported to Excel or PDF and all reports may be accessed via an API as well, allowing the university to import this data into other systems as needed. We welcome discussion regarding Mason's needs for the solution to integrate with CRM tools to determine if additional scope is needed, which may result in a statement of work (SOW) with additional cost.</p> <p>CollegeNET Response: Data integration with web services-based systems can be accomplished using the Series25 WebServices API.</p>	Complete
5.1.12	Compatibility with e-commerce, CRM, and event registration tools	Partially Compliant	<p>Leepfrog Response: All reports can be exported to Excel or PDF and all reports may be accessed via an API as well, allowing the university to import this data into other systems as needed. We welcome discussion regarding Mason's needs for the solution to integrate with other tools to determine if additional scope is needed, which may result in a statement of work (SOW) with additional cost.</p> <p>CollegeNET Response: Data integration with web services-based systems can be accomplished using the Series25 WebServices API.</p>	Complete

Question Set 6: Customer Management

#	Question	Response	Comment	Status
6				
6.1.1	Ability to generate standard event output for use in university-sanctioned email marketing tools	Fully Compliant	Leefrog Response: Leefrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: The automated emails, described in 3.1.9 meet this requirement. Over 150 variables are available to pull event data into your custom emails.	Complete
6.1.2	Permit certain roles to bulk export/import structured data	Fully Compliant	Leefrog Response: Leefrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: Authorized users can bulk import section and exam data using LYNX. Location, resource, contact, and organization data can be bulk imported using the 25Live Data Import tool. Each of these data types can be bulk exported with the help of several 25Live standard reports.	Complete
6.1.3	Permit certain roles to generate custom reports from live data using available structured data	Fully Compliant	Leefrog Response: Leefrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: Series25 meets this requirement, as described in item 3.1.16.	Complete
6.1.4	Mailing address data output compatible with CRM and other mailing tools	Fully Compliant	Leefrog Response: Leefrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: Emails sent from 25Live can be setup with custom subdomain information and "From" email addresses.	Complete
6.1.5	Compatibility with e-commerce, CRM, and event registration tools	Partially Compliant	Leefrog Response: Leefrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: Data integration with web services-based systems can be accomplished using the Series25 WebServices API.	Complete
6.1.6	Integrated event project management suite? Compatibility with project management tools?	Partially Compliant	Leefrog Response: Leefrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: Data integration with web services-based systems can be accomplished using the Series25 WebServices API.	Complete
6.1.7	Permit certain roles to create, assign and duplicate certain action codes such as contact, status, and campus-relevant codes	Partially Compliant	Leefrog Response: Leefrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: Authorized users can setup an unlimited amount of required or optional custom attributes and configure them to accept one of a variety of response types such as text, boolean (yes/no), integer, file, date, object (location, resource, contact, organization), and more. Some types can also include a dropdown of multiple options for the user to select from. Once added to a 25Live object, they can then be pulled into reports. Custom attributes are saved in your system settings to be reused but cannot be duplicated and do not include their own assignment functionality.	Complete
6.1.8	Permit certain roles to configure search filters based on available fields of structured data	Fully Compliant	Leefrog Response: Leefrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: Administrators can anticipate common end-user needs and create globally available "public searches" to provide new users with an easy onramp for scheduling with 25Live. Users with advanced search permissions will be able to create their own event, contact, resource, location, and organization searches, but data that is not accessible to these users will be hidden.	Complete
6.1.9	Permit certain roles the ability to de-dupe and merge records	Partially Compliant	Leefrog Response: Leefrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: A standard report in 25Live is the "Duplicate Contact Candidates" report which can help you to identify multiple instances of the same user email address or name. In the case of duplicate contacts, often our support teams can advise on the best course to take to rectify the issue and prevent future cases, but we do not merge duplicate contact data.	Complete
6.1.10	Permit certain roles to modify or adjust application's visual template according to Mason brand standards	Fully Compliant	Leefrog Response: Leefrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: Authorized users can update application headers with your colors and logos as well as customized email correspondence, contracts, invoices, custom reports, embedded web forms, published calendars, and other embedded content to reflect your unique branding.	Complete
6.1.11	Compatibility and/or connection to university payment platform TouchNet	Partially Compliant	Leefrog Response: Leefrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: Data integration with web services-based systems can be accomplished using the Series25 WebServices API.	Complete
6.1.12	Mobile-responsive interface at all user levels including anonymous/unauthenticated	Fully Compliant	Leefrog Response: Leefrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: Series25 applications employ responsive design methods to automatically resize for different device screens, making them fully compatible with mobile browsers on iOS and Android as well as recent versions of all standard desktop browsers. Users (including those that are unauthenticated) can easily utilize	Complete

			25Live functionality from mobile devices, such as scheduling events, submitting requests for spaces and resources, viewing event/space details and calendars, viewing resource/service details and calendars, and viewing and responding to workflow tasks.	Complete
6.1.13	CRM compatibility, sync with event registration census	Partially Compliant	Leepfrog Response: Leepfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: Data integration with web services-based systems can be accomplished using the Series25 WebServices API.	
6.1.14	SPACES and ROOMS should include available equipment, seating diagrams, and ADA considerations	Fully Compliant	Leepfrog Response: Leepfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: Every location in 25Live has a designated Location Details page with information about the features (such as ADA accessibility), available equipment, seating configurations, and much more.	
6.1.15	Permit certain roles to create and assign data fields. This should be a carefully curated CENTRAL AUTHORITY and not user-generated	Fully Compliant	Leepfrog Response: Leepfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: The powerful security features in our solution allow for multiple security levels of access based on any criteria you wish to use for granular control of user and group permissions, including those listed in this requirement.	
6.1.16	Permit certain roles to set rate groups and associate them with other criteria	Fully Compliant	Leepfrog Response: Leepfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: You can permit certain roles to update the three main components behind 25Live Pricing, which include rate groups, tax schedules, and rate schedules. Rate groups represent the types of organizations that might pay for an event. You can charge different rates for different types of organizations (e.g. Internal vs External) Tax schedules are used to calculate any applicable taxes. You can apply different taxes (e.g. food taxes, room taxes) based on the items reserved by the event. Rate schedules determine an event's price based on its locations, resources, requirements, and event type. Each line item on an event's invoice is calculated by its own rate schedule.	
6.1.17	Permit certain roles to control how rate groups and associated criteria interact to generate an invoice	Fully Compliant	Leepfrog Response: Leepfrog relies on CourseLeaf's integration with CollegeNET's Series25/25Live for compliance with this requirement. CollegeNET Response: Authorized users can set up a wide range of pricing models to automatically price events (including room charges, resource charges, service charges, etc.), customize discounts, calculate taxes, and modify any automatically generated pricing. Quotes and detailed invoices can then be saved in multiple formats, printed, or emailed. Authorized users can adjust and invoice charges by individual occurrence, all occurrences, or only the occurrences that fall within a selected date range.	

Question Set 7: Technical Requirement

#	Question	Response	Comment	Status
7				
7.1.1				Complete
7.1.2				Complete
7.1.3	Elucian Ethos	Fully Compliant	<p>Leepfrog Response: CourseLeaf is Ethos-connected at the highest "Ready To Engage" level, one of few vendors to achieve that designation.</p> <p>CollegeNET Response: The LYNX Interface will keep information in your Series25 database synchronized with your Banner/Ethos system.</p>	Complete
7.1.4	University's single sign-on system	Fully Compliant	<p>Leepfrog Response: As a current CourseLeaf client, integration with your Shibboleth system is already completed. For reference, CourseLeaf leverages your existing user credentials for Single Sign On (SSO) and authentication is performed at the university's Identity Management system. We support most SAML2 Identity Providers. SAML2 Identity providers must support comprehensive SAML2 features such as multiple AssertionConsumerService attributes for a single entityID. For ease of integration and support, we recommend federation through InCommon or another EduGAIN member federation.</p> <p>CollegeNET Response: CollegeNET supports LDAP, Shibboleth, and any SAML 2.0 external authorization protocols. Our Support team works with you to get your metadata URL, EntityID, and four required attributes (first name, last name, username, and email address) for mapping. Our IT staff then configures the integration. If desired, we can also accept additional attributes, including one to automatically place each of your users into a desired security group.</p>	Complete
7.1.5				Complete
			<p>Leepfrog Response: Leepfrog performs internal testing regularly, including web application vulnerability detection, on all CourseLeaf servers. However, we allow clients to perform security scanning against CourseLeaf websites we host on their behalf. We welcome further discussion regarding client scanning requests, should this be a mandatory requirement.</p> <p>CollegeNET Response: Our CollegeNET hosted services team maintains and</p>	

7.1.6	Solution provides ability to perform security audits and access control	Partially Compliant	<p>monitors logs according to PCI-DSS and SOC2 standards. Access to customer data and sensitive systems is strictly controlled, monitored, and logged to prevent unauthorized access.</p> <p>In-app audit data is available to high-level security groups for each 25Live event, resource, organization, location, and contact record. Captured information includes the user making the change, the date and time of the change, and a description of the change.</p> <p>High-level users can also make access control changes.</p>	Complete
7.1.7	Support of all major Web browsers for both PC/Windows and Apple/Mac platforms, such as Chrome, Firefox and Safari	Fully Compliant	<p>Leapfrog Response: CourseLeaf software functions on Windows, Mac, and Linux operating systems. It is web-based, browser-agnostic and supports industry-standard browsers and devices through responsive design. The current and previous two releases of industry-standard browsers such as Firefox, Chrome, Safari, and Edge are supported. Please note these are our currently supported browser versions to date and are subject to change as older versions reach end-of-life support by their providers.</p> <p>CollegeNET Response: Series25 applications can be accessed from a recent version of most modern browsers including Google Chrome, Mozilla Firefox, Microsoft Edge, and Apple Safari.</p>	Complete
7.1.8	Test environment to mirror production	Fully Compliant	<p>Leapfrog Response: CourseLeaf includes development, test, sandbox, and production environments to support development without affecting production data. Leapfrog provides one testing environment to the university and unlimited development environments. Non-production environments can accommodate the same volume of data as the production environment; however, this is not commonly needed.</p> <p>The Testing environment provides a platform for clients to test their custom applications while development proceeds, and the production environment contains the client's final site. CourseLeaf includes an Update/Apply Script—a tool for users to test and apply patches to their CourseLeaf test environment when it is convenient to do so, and without relying on CourseLeaf Support. Using this tool, test or development sites as copies of the production CourseLeaf site can be created by Leapfrog as needed.</p> <p>For purposes of syncing your catalog in production, CourseLeaf CAT allows Mason to configure how each catalog or publication is published, updated, and archived. CourseLeaf has two editing environments—one for editing the upcoming edition and one to edit the live public site at the same time. This process allows editors to work on future editions without impacting the live, public-facing site. In addition, course content that is pulled into your catalog from your SIS is based on effective term to ensure that course information is included in the appropriate time period. Catalog editions can also be published on-demand as updates are made throughout the year (i.e., a living catalog). Archived editions cannot be edited, thus maintaining the integrity of each document as published.</p> <p>Mason's data in non-production development environments can be refreshed by the university submitting a request to CourseLeaf Support.</p> <p>CollegeNET Response: Once licensed, you can request to migrate data from one environment to the other from our Technical Support team up to 8 times annually at no additional cost.</p>	Complete
7.1.9	Backup of data, archive of data to be kept for an agreed upon number of years	Fully Compliant	<p>Leapfrog Response: Data is retained for the life of the contract. In the unlikely event of contract cancellation/termination by either party, the data would be returned to the university and sanitized/destroyed at Leapfrog immediately upon your request.</p> <p>CollegeNET Response: Our enterprise-wide license provides unlimited access to historic data in the Series25 database. Because certain data in your SaaS environment will become irrelevant after enough time has passed, CollegeNET may occasionally purge the following kinds of data from your environment:</p> <ul style="list-style-type: none"> • Object Security exceptions more than 2 years old • Class and event data more than 10 years old • Event audit trail data more than 2 years old • Non-event audit trail data more than 1 year old • vCal Import audit trail data more than 1 year old • Publisher events more than 1 year old • File attachments more than 2 years old <p>In the event of contract termination, or at any time prior to termination of the contract, customers may submit a written request to CollegeNET for a copy of production data. Provided that the customer has paid all applicable fees, CollegeNET will provide (in XML or other mutually agreed upon format) a copy of the customer's production data.</p>	Complete
7.1.10	Monitoring and alerting capability to support 99.9% uptime and two (2) hour recovery time	Partially Compliant	<p>Leapfrog Response: Leapfrog's complete Service Level Agreement (SLA) is titled Exhibit B Ongoing Subscription/Support Services and is part of the CourseLeaf Services and Software Agreement (SSA) that is attached separately in our response. As part of Leapfrog's uptime guarantee, should the monthly availability fall below the agreed to 99.9% for any month, Leapfrog will credit Licensee/Subscriber the equivalent of one day of the Ongoing/Subscription Support Fee for each occurrence, up to 30 days credit for any one year. The "Recovery Time Objective" (RTO) is 24 hours, which provides the objective to have the disaster recovery sites deployed within 24 hours of an event.</p> <p>CollegeNET Response: Our Service Level Agreement (SLA) guarantees 99.9%</p>	Complete

			<p>CollegeNET Response: Our Service Level Agreement (SLA) guarantees 99.9% uptime and offers remedies if this standard is not met. Please see this document for more information.</p>	
7.1.11	Ability to publish calendar data in a web user interface	Fully Compliant	<p>Leepfrog Response: Catalogs are published in modern, responsive design HTML and print-ready PDF, delivering an accurate and user-friendly catalog experience to your students. The web-based publication automatically adjusts content to the size of the user's screen.</p> <p>CollegeNET Response: The 25Live Publisher tool allows you to easily create and customize an unlimited number of unique web calendars of events and classes using your 25Live data—such as a master calendar, a home page calendar, calendars for specific groups, locations, event types, and more. These calendars can be embedded within your campus and community websites to market your events and keep your communities apprised of the latest happenings. Event feeds for each calendar contain key reservation information, configurable by you and automatically updated at an interval specified by you. Calendars can also be fully customized to match the look and feel of each website.</p>	Complete
7.1.12				Complete
7.1.13	<p>The Solution provides equal access to persons with disabilities as evidenced by compliance with the W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.1 for web content. Lacking such evidence, the contractor commits to providing evidence of compliance by qualified tester(s) within 6 months of the university's commitment to purchase the solution.</p>	Fully Compliant	<p>Leepfrog Response: Accessibility is a priority at Leepfrog. Our goal is to provide software that is usable and accessible to users with disabilities and/or users of assistive technology. CourseLeaf uses WCAG 2.2 AA as our standard for accessibility, and our conformance to these standards is documented through our available Accessibility Conformance Report (ACR) using Voluntary Accessibility Product Templates (VPATs) for each module, which are available upon request.</p> <p>CollegeNET Response: CollegeNET is committed to making its software usable by all people, regardless of ability. 25Live meets the AA-level web accessibility design standard established by the W3C Web Content Accessibility Guidelines 2.0 and the U.S. Section 508 Standards. Our Series25 VPAT is available on request.</p>	Complete

8				
8.1.1	Solution provides technical support accessible via support tickets via web and telephone, during business hours	Fully Compliant	<p>Leapfrog Response: Support resources are available 24 hours a day and 7 days each week via phone, email, and chat. Visibility of tickets is through our Support ticketing system, HelpSpot, and Mason can view status and updates via the CourseLeaf Dashboard.</p> <p>Mason staff will continue to have access to the Leapfrog User Community (LUC) website for additional technical support and resources. The site includes LilyPad University, which serves as a repository of online learning resources, including live webinars, at no additional charge. LUC also offers product guides, training videos, release notes, and access to LUC Chat, a place to connect with other campuses that are using CourseLeaf. Our CEO is often in LUC Chat, answering questions and engaging with the CourseLeaf community.</p> <p>CollegeNET Response: Our timely, efficient, and friendly technical support staff has helped CollegeNET earn its exceptional reputation for customer service and support. To answer all types of questions from our customers more efficiently, we have both a Technical Support staff (to answer usage questions and help with troubleshooting) as well as a Functional Support group (to answer more advanced functional and training questions). Support is available by phone and email.</p>	Complete
8.1.2	Provide responses to support requests and feedback should a ticket take longer than expected.	Fully Compliant	<p>Leapfrog Response: Leapfrog's complete Service Level Agreement (SLA) is titled Exhibit B Ongoing Subscription/Support Services and is part of the CourseLeaf Services and Software Agreement (SSA) that is attached separately in our response. In addition to submission of requests for support, Mason can share complaints, concerns, or feedback with your CourseLeaf Account Executive (Olie Burton) or Client Success Manager (Sean Moore) via email or phone call.</p> <p>The CourseLeaf Client Success team manages customer relationships, ensuring client satisfaction, providing internal advocacy, and mediating client escalations. Client Success ensures that the appropriate internal resources are coordinated to manage specific requests and resolve any issues communicated by Mason. It is the role of Client Success to effectively communicate client concerns to internal teams, and to help build and share a resolution plan and timelines to the university.</p> <p>CollegeNET Response: CollegeNET's customer support policies can be found in our customer handbook: https://knowledge25.knowledgeowl.com/help/customer-handbook</p>	Complete
8.1.3	Provide a complete customer support structure – telephone number of support staff, web-based support, hours of operation, and process for prioritizing problems/issues. The University will require standard technical support Eastern Standard Time (EST), as well as emergency service 24/7, 365 days	Fully Compliant	<p>Leapfrog Response: Leapfrog's complete Service Level Agreement (SLA) is titled Exhibit B Ongoing Subscription/Support Services and is part of the CourseLeaf Services and Software Agreement (SSA) that is attached separately in our response.</p> <p>General Support Services - As part of Ongoing Subscription Support Services, the CourseLeaf Support Team will provide Mason with error corrections, bug fixes, minor modifications, security patches, and other updates to the licensed software, to the extent available and in accordance with Leapfrog's software release schedule. Support resources are available 24/7, 365 days via phone, email, and chat. Visibility of tickets is through our Support ticketing system, HelpSpot, and Clients can view status and updates via their CourseLeaf Dashboard.</p> <p>Mason can also send requests to your assigned CourseLeaf Account Executive (Olie Burton) or Client Success Manager (Sean Moore) via email or phone call. The CourseLeaf Client Success team manages customer relationships, ensuring client satisfaction, providing internal advocacy, and mediating client escalations. Client Success ensures that the appropriate internal resources are coordinated to manage specific requests and resolve any issues communicated by Mason. It is the role of Client Success to effectively communicate client concerns to internal teams, and to help build and share a resolution plan and timelines to the university. When relevant, Client Success also shares the results of client satisfaction surveys internally to support ongoing development of process planning, product roadmap development, and corporate policies.</p> <p>CollegeNET Response: CollegeNET's full customer support structure—including contact information and process for prioritizing issues—can be found in our customer handbook: https://knowledge25.knowledgeowl.com/help/customer-handbook</p> <p>Phone and email support are available from 9:00 am to 9:00 pm Eastern Time and outside those hours by special arrangement. CollegeNET also provides IT support of your test and production environments 24 hours a day, 7 days a week, 365 days a year.</p>	Complete
8.1.4	Provide appropriate notification by vendor to customer for all schedule maintenance	Fully Compliant	<p>Leapfrog Response: Leapfrog handles all maintenance and support of the CourseLeaf solution. Patches and upgrades are delivered as they are released and implemented following your timescales and production cycles. There are no patches or updates that require the production versions of the solution to be taken offline for longer than normal operating system updates. The CourseLeaf environment is removed for service rarely and planned maintenance is undertaken during off-hours to minimize the effects of service interruption. Leapfrog typically performs maintenance during a window between editing cycles. These maintenance windows are typically very brief, most are scheduled and completed within a four-hour outage window.</p> <p>Leapfrog provides an Update to CourseLeaf software annually, which is delivered to each client at the time their CourseLeaf catalog is advanced to the next catalog edition for editing. Clients are required to accept a software Update annually to ensure their system is running smoothly.</p> <p>CollegeNET Response: Advanced notification of scheduled maintenance is contractually guaranteed. Notification is sent to the main contacts at customer institutions via email.</p>	Complete
8.1.5	Provide ongoing learning and training, including database and process manuals, interface guides and database schemas	Fully Compliant	<p>Leapfrog Response: Leapfrog provides extensive training on CourseLeaf software and online resources for all college staff, including administrators, IT personnel, and end-users as part of the implementation package. Mason has already implemented the CourseLeaf modules included in our proposal, thus saving the institution time and resources needed for training your staff on a new solution.</p> <p>For ongoing learning, your staff will continue to have access to the Leapfrog User Community (LUC) website. The site includes LilyPad University, which serves as a repository of online learning resources, including live webinars, at no additional charge. LUC also offers product guides, training videos, release notes, and access to LUC Chat, a place to connect with other campuses that are using CourseLeaf. The LUC features channels that allow similar institutions to connect. Our CEO is often in LUC Chat, answering questions and engaging with the CourseLeaf community. Leapfrog is also available to conduct an annual online refresher training for your team upon request as part of your Ongoing Support Services.</p> <p>Team members who want to go even further can consider joining one of our Certified CourseLeaf Professionals (CCLP) cohorts, held twice each year. Qualified candidates take part in a series of online sessions, workshops, and assessments that culminate in a credential for a CourseLeaf module. CCLP recipients gain a deep knowledge of CourseLeaf and may help you leverage the software to an even greater extent for the betterment of staff, faculty, and students. Four Mason schedulers have already received CLSS CCLP certification!</p> <p>Perhaps the most exciting learning opportunity for CourseLeaf is our LUC Conference, held annually and in person at the end of February. The 3-day conference offers over 70 sessions and workshops that cover best practices, new features, product deep dives, client panels, and one-on-one time with CourseLeaf experts and your peers. It is a highly anticipated gathering for our CourseLeaf community and Mason staff, including Anne Firth and Pennie O'Brien, have attended in recent years.</p> <p>CollegeNET Response: CollegeNET makes training classes available after the initial installation period for retraining or to learn about additional product functionality. We also host no-fee, regular webinars for customers to learn new features and products followed by question and-answer sessions.</p> <p>Additionally, all Series25 tools include comprehensive, searchable online documentation that is updated with each new feature release. End users will have access to helpful guides, instructions, diagrams, FAQs, best practices articles, technical specifications, community resources, API</p>	Complete

			documentation, database schemas, and more.
8.1.6	Provide an organized user group and/or an annual conference for learning/networking opportunities	Fully Compliant	<p>Leepfrog Response: For ongoing learning, your staff will continue to have access to the Leepfrog User Community (LUC) website. The site includes LilyPad University, which serves as a repository of online learning resources, including live webinars, at no additional charge. LUC also offers product guides, training videos, release notes, and access to LUC Chat, a place to connect with other campuses that are using CourseLeaf. The LUC features channels that allow similar institutions to connect, such as a channel dedicated to Canadian clients. Our CEO is often in LUC Chat, answering questions and engaging with the CourseLeaf community. Leepfrog is also available to conduct an annual online refresher training for your team upon request as part of your Ongoing Support Services.</p> <p>Perhaps the most exciting learning opportunity for CourseLeaf is our LUC Conference, held annually and in person at the end of February. The 3-day conference offers over 70 sessions and workshops that cover best practices, new features, product deep dives, client panels, and one-on-one time with CourseLeaf experts and your peers. It is a highly anticipated gathering for our CourseLeaf community and Mason staff, including Anne Firth and Pennie O'Brien, have attended in recent years.</p> <p>CollegeNET Response: CollegeNET holds an annual user conference every July in Portland, Oregon, with more than 60 customer-led sessions. This Portland, Oregon event has seminars, workshops, training, and case studies and is a great opportunity to network with others in your field.</p>
8.1.7	Provide an experienced account manager to manage the day to day partnership including relevant work experience with peer college institutions	Fully Compliant	<p>Leepfrog Response: Mason's Assigned Client Success Manager, Sean Moore, has over 20 years of experience working in the higher education and educational assessment fields in a variety of roles including sales, marketing, client management, customer success, and product management. Sean has experience working with several of Mason's peers, including New York University, George Washington University, North Carolina State University, University of Kansas, and University of Maryland.</p> <p>At Leepfrog, Sean helps clients maximize their utilization of CourseLeaf software to meet their curriculum management objectives. He also oversees the training team. Sean values cultivating close relationships with CourseLeaf clients and serving as a resource throughout the client journey.</p> <p>Mason's Assigned Account Executive, Olie Burton, Olie is a seasoned education technology professional. Drawing upon his own experiences as a first-generation student, he is deeply passionate about student success and the impact of technology on the student journey. He is a committed leader who's passionate about providing measurable solutions whose outcomes lead to long-lasting, noteworthy client success.</p> <p>CollegeNET Response: With over ten years of experience in college and university scheduling, your account manager, Shanna Mabry, has led more than 100 successful implementations of the Series25 solution and has worked in higher education in the Registrar's Office at UNF. Shanna is your central point of contact, dedicated to making sure you have everything you need for successful use of Series25 products.</p>
8.1.8	Solution provides support through a website, accessible to users of assistive technology, with options for email, phone, and/or online chat contact	Fully Compliant	<p>Leepfrog Response: Support resources are available 24/7, 365 days via phone, email, and chat. Visibility of tickets is through our Support ticketing system, HelpSpot, and Clients can view status and updates via their CourseLeaf Dashboard.</p> <p>Mason staff will continue to have access to the Leepfrog User Community (LUC) website for additional technical support and resources. The site includes LilyPad University, which serves as a repository of online learning resources, including live webinars, at no additional charge. LUC also offers product guides, training videos, release notes, and access to LUC Chat, a place to connect with other campuses that are using CourseLeaf. Our CEO is often in LUC Chat, answering questions and engaging with the CourseLeaf community.</p> <p>Mason can also send requests to your assigned CourseLeaf Account Executive (Olie Burton) or Client Success Manager (Sean Moore) via email or phone call.</p> <p>CollegeNET Response: Assistive technologies can be used to access our knowledgebase, and support is available by phone and email.</p>
8.1.9	Solution provides a robust online user community and social media forum or mailing list	Fully Compliant	<p>Leepfrog Response: Mason staff will continue to have access to the Leepfrog User Community (LUC) website for additional technical support and resources. The site includes LilyPad University, which serves as a repository of online learning resources, including live webinars, at no additional charge. LUC also offers product guides, training videos, release notes, and access to LUC Chat, a place to connect with other campuses that are using CourseLeaf. Our CEO is often in LUC Chat, answering questions and engaging with the CourseLeaf community.</p> <p>Leepfrog also maintains a presence on social media platforms such as LinkedIn, Facebook, and X (former Twitter).</p> <p>CourseLeaf clients also receive a regular email newsletter with updates and we've begun sharing blog posts on our website, with our first post available covering Tips for Managing Micro-Credentials on Campus: https://www.courseleaf.com/insights/microcredentials/</p> <p>CollegeNET Response: CollegeNET has many Series25 community members who suggest and vote on new features in our feature request tool (https://series25.featureupvote.com), discuss Series25 tools and higher education issues in our community forums (https://www.series25.community), and stay connected through our mailing lists.</p>

Complete

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Complete

Complete



Purchasing Department
4400 University Drive, MS 3C1, Fairfax, VA 22030
Phone: 703.993.2580; http://fiscal.gmu.edu/purchasing/

0025

**REQUEST FOR PROPOSALS
GMU-GL0606-24**

ISSUE DATE: July 3, 2024
TITLE: Academic Course, Event Scheduling, Course Catalog, and Curriculum Management Software
PRIMARY PROCUREMENT OFFICER: Grace Lymas, Assistant Director
SECONDARY PROCUREMENT OFFICER: James F. Russell, Director

QUESTIONS/INQUIRIES: Submit all inquiries through [Mason’s Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on July 12, 2024. **All questions must be submitted through Mason’s Bonfire portal.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire’s help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. Responses to questions will be posted to Mason’s Bonfire portal and by 5:00 PM ET on July 25, 2024.

PROPOSAL DUE DATE AND TIME: August 7, 2024 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON. SEE SECTION XII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

IMPORTANT! All communication with Offerors will take place in Bonfire, to include negotiations. Mason can only message individuals at your organization that have interacted in Bonfire for this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP communication has individually logged into the system and either downloaded documents, submitted your proposal or asked a question.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Name and Address of Firm:

Legal Name: _____ Date: _____

DBA: _____

Address: _____

By: _____
Signature

FEI/FIN No. _____ Name: _____

Fax No. _____ Title: _____

Email: _____ Telephone No. _____

SWaM Certified: Yes: _____ No: _____ (See Section VII. SWaM CERTIFICATION for complete details).

SWaM Certification Number: _____

Check box to confirm your proposal contains all terms and conditions or subsequent Statements of Work that could apply over the life of any resulting contract. See section IV. Final Contract for additional information.

This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules*, § 36 or against a Bidder/Offeror because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.

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GMU-GL0606-24

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APPENDIX A	SPECIFICATIONS AND SYSTEM REQUIREMENTS	

- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations with one or more qualified vendors to provide academic course scheduling, academic event scheduling, course catalog and curriculum management software of George Mason University. George Mason University (herein after referred to as “Mason,” or “University”) is a public institution of higher education and agency of the Commonwealth of Virginia.
- II. **PURCHASING MANUAL/GOVERNING RULES:** This solicitation and any resulting contract shall be subject to the provisions of the Commonwealth of Virginia *Purchasing Manual for Institutions of Higher Education and their Vendor's*, and any revisions thereto, and the *Governing Rules*, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at: <https://vascupp.org>
- III. **COMMUNICATION:** Communications regarding the Request For Proposals shall be formal from the date of issuance until a contract has been awarded. Unless otherwise instructed offerors are to communicate with only the Procurement Officers listed on the cover page. Offerors are not to communicate with any other employees of Mason.
- IV. **FINAL CONTRACT:** ATTACHMENT B to this solicitation is Mason’s standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of Mason’s standard two-party contract and Mason’s General Terms and Conditions as outlined in Attachment B – Sample Contract. Any exceptions to our standard contract and General Terms and Conditions must be denoted in your RFP response. Other documents may be incorporated into the final contract, either by way of attachment or by reference, but in all cases this contract document and Mason’s General Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of the contract.

As a public institution of higher education and agency of the Commonwealth of Virginia, Mason cannot agree to any of the following terms in any documents:

- A. An express or implied waiver of sovereign immunity.
- B. An agreement to indemnify, defend or hold harmless any entity.
- C. An agreement to maintain insurance.
- D. An agreement providing for binding arbitration.
- E. An agreement providing for the payment of attorneys' fees, costs of collection, or liquidated damages.
- F. Waiver of jury trial.
- G. Choice of law or venue other than the Commonwealth of Virginia.

Contracts will only be issued to the FEI/FIN Number and Firm listed on the signed cover page submitted in your RFP response. Joint proposals will not be accepted.

Note: The Offeror must include any and all terms and conditions, additional documents, and/or statements of work that could potentially be incorporated into a final contract or apply during the term of a resulting contract. As outlined in Attachment B – Sample Contract, Statements of Work (“SOW”) for specific engagements may only include the work to be performed during scope of the specific engagement. Additional terms and conditions will not be accepted on any SOW submitted during the course of the contract. All SOW’s must be on a form approved by Mason prior to the start of the contract.

For software only: In addition to the above note, the Offeror must submit with their proposal any agreement that Mason would be required to sign with a third party.

- V. **ADDITIONAL USERS:** It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the contractor.

The University may require the Contractor provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of the resulting contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

- VI. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors agree to self-register in eVA and pay the Vendor Transaction Fees prior to being awarded a contract. Registration instructions and transaction fees may be viewed at: <https://eva.virginia.gov/>
- VII. **SWaM CERTIFICATION:** Vendor agrees to fully support the Commonwealth of Virginia and Mason’s efforts related to SWaM goals. Upon contract execution, eligible vendors (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. Vendors currently SWaM certified agree to maintain their certification for the duration of the contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration. <https://www.sbsd.virginia.gov/>
- VIII. **SMALL BUSINESS SUBCONTRACTING PLAN:** All potential offerors are required to fill out and submit Attachments A with their proposal.

Note: Invoices shall only be submitted to Mason by the entity awarded a contract. Subcontractors cannot submit invoices to Mason under any resulting contract.

- IX. **PERIOD OF PERFORMANCE:** One (1) year from Effective Date of contract with nine (9) successive one-year renewal options (or as negotiated).
- X. **BACKGROUND:** George Mason University’s short history is one of an enterprising and innovative pioneer, creating a major teaching and research university from a small, one-room schoolhouse in just 50 years. George Mason University is recognized as an innovative, entrepreneurial institution with global distinction in a range of academic fields. With strong undergraduate and graduate degree programs in engineering and information technology, dance, organizational psychology and health care, Mason students are routinely recognized with national and international scholarships. Enrollment is more than 38,000, with students studying in 198 degree programs at the undergraduate, masters, doctoral, and professional levels. Additionally, Mason has more than 200,000 living alumni with 60% residing in the Washington Metropolitan Area.

Mason has campuses in Fairfax, Arlington, and Prince William counties. In addition to these three campuses, George Mason University operates a site in Woodbridge, VA and has partnered with the Smithsonian Institution to create the Smithsonian-University School of Conservation in Front Royal, Virginia. Approximately 6,000 employees are distributed at these locations. Mason also offers programs online and at the Center for Innovative Technology in Herndon. Each location has a distinctive academic focus that plays a critical role in the economy of its region.

The Office of the University Registrar (OUR) actively supports and leads change while serving as a strategic partner to those the Office serves, focusing on ways to become more efficient, effective, and improving services to University constituents in meeting the needs of an evolving higher educational environment. OUR staff administer or interact with and support all of the functions articulated within this RFP

- XI. **STATEMENT OF NEEDS:** George Mason University seeks competitive proposals to provide and implement an all in one academic course scheduling, academic event scheduling, course scheduling, course catalog, and curriculum management software that integrates with Banner student system for multiple departments within the university.

The software will modernize the following:

- current class scheduling drafting process across multiple campuses;
- Automate enforcement of class schedule policy and standards;
- Facilitate efficient utilization of available classroom space;
- Provide easily viewed classroom utilization data in real-time;
- Identify potential scheduling conflicts;
- Improve the existing catalog and curriculum processes and gain new insights from delivered analytics

See Appendix A for a detailed Statement of Work , Assessment, and Requirements.

XII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. **RFP Response:** In order to be considered, Offerors must submit a complete response to Mason's Purchasing Office prior to the due date and time stated in this RFP. Offerors are required to submit one (1) signed copy of the entire proposal including all attachments and proprietary information. If the proposal contains proprietary information, then submit two (2) proposals must be submitted; one (1) with proprietary information included and one (1) with proprietary information removed (see 2.d. below for details on how to submit a redacted proposal). The Offeror shall make no other distribution of the proposals.

At the conclusion of the RFP process proposals with proprietary information removed (redacted versions) shall be provided to requestors in accordance with Virginia's Freedom of Information Act. Offerors will not be notified of the release of this information.

An Offeror may not request any of the following be proprietary and/or confidential in their proposal:

- a. Pricing or any calculation used to determine pricing;
- b. A notation or footer on the bottom of every page with "proprietary and confidential;"
- c. Entire contents of company history or executive summary;
- d. A case study, social media post, or billboard already available to the public;
- e. Name of company or firm listed as a reference;
- f. Any resulting Statement of Work (SOW), Order Form, or Invoice.

ELECTRONIC PROPOSAL SUBMISSION: ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA, OR IN PERSON. Mason will only accept electronic proposal submissions via Bonfire for this Request for Proposals.

The following shall apply:

- a. You must register with Bonfire and submit your proposal, and it must be received prior to the submission deadline, by submitting through the online Bonfire portal at <https://gmu.bonfirehub.com>.
 - b. The Offeror must ensure the proposals are uploaded and submitted through Bonfire sufficiently in advance of the proposal deadline. **Plan Ahead: It is the Offeror's responsibility to ensure that electronic proposal submissions have sufficient time to make its way through Bonfire's submission portal. Mason recommends you submit your proposal the day prior to the due date.**
 - c. Submissions by other methods will not be accepted. Minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.
 - d. Respondents should contact Bonfire at support@gobonfire.com for technical questions related to submission or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>.
 - e. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.
 - f. All solicitation schedules are subject to change.
 - g. Go to Mason's Bonfire Portal for all updates and schedule changes. <https://gmu.bonfirehub.com>
 - h. All communication with Offerors will take place in Bonfire, to include negotiations. Mason can only message Offerors that have interacted with this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP notifications has submitted the Offerors proposal in Bonfire.
2. **Proposal Presentation:**

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in your proposal being scored low.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter and repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirement of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material.

A WORD version of this RFP will be provided upon request.

- d. Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. A statement simply noting "trade secret" is not a sufficient reason for redaction. The firm must also provide a separate attachment of the proposal with the trade secrets and/or proprietary information redacted. *If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.*

IMPORTANT: A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential. If after given a reasonable time, the Offeror refuses to withdraw the aforementioned designation, the proposal will be rejected.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP **may be** required to give an oral presentation/demonstration of their proposal/product to Mason. This will provide an opportunity for the Offeror to clarify or elaborate on their proposal. Performance during oral presentations may affect the final award decision. If required, oral presentations will be scheduled at the appropriate time.

Mason will expect that the person or persons who will be working on the project to make the presentation so experience of the Offeror's staff can be evaluated prior to making selection. Oral presentations are an option of Mason and may or may not be conducted; therefore, it is imperative all proposals should be complete.

- B. SPECIFIC REQUIREMENTS: Proposals should be as thorough and detailed as possible to allow Mason to properly evaluate the Offeror's capabilities and approach toward providing the required services. Offerors should submit the following items as a complete proposal.

1. Procedural information:

- a. Return signed cover page and all addenda, if any, signed and completed as required.
- b. Return Attachment A - Small Business Subcontracting Plan.
- c. Exceptions (if any) to Mason's two-party contract, Attachment B.
- d. Any SOW or supplemental document Mason may be required to sign. See section IV. Final Contract
- e. State your payment preference as required in Bonfire. (See section XVI.)

2. Executive Summary: Offerors must submit an executive summary at the beginning of the proposal response not to exceed 2 pages.

3. **Qualifications and Experience:** Describe your experience, qualifications and success in providing the services described in the Statement of Needs to include the following:
 - a. Background and brief history of your company.
 - b. Names, qualifications and experience of personnel to be assigned to work with Mason.
 - c. No fewer than three (3) references that demonstrate the Offeror’s qualifications, preferably from other comparable higher education institutions your company is/has provided services with and that are similar in size and scope to that which has been described herein. Include a contact name, contact title, phone number, and email for each reference and indicate the length of service.
 - d. List of all institutions utilizing your software in the last 5 year

4. **Specific Plan (Methodology):** Explain your specific plans for providing the proposed services outlined in the Statement of Needs including:
 - a. Your approach to providing the services described herein.
 - b. What, when and how services will be performed.

5. **Proposed Pricing:** Provide detailed pricing for any system/software, consulting/services, training, etc. and include the following:
 - a. Breakdown separately all recurring and one-time cost associated with your offered solution/system. Pricing should include cost for implementation, integration, support services, training, data transfer, and maintenance. Pricing should be inclusive of all associated costs for this system/solution/service.
 - b. Any special pricing, such as additional integrations, user access tiers, etc.
 - c. Provide any discounts for volume, multi-year commitment, enterprise-wide licensing etc.,
 - d. Describe how you propose to handle any travel or out-of-pocket expenses related to provisions of these services. Specifically address expenses for resources based in locations near Mason. As part of your offer (if travel reimbursement or travel fees/costs/expense are to be billed) your organization must agree to accept to be reimbursed in accordance with Mason’s per diem policies/requirements (GSA per diem rates). Please clearly outline any travel requirements/costs/expenses in your offer.

Rates must include travel-related expenses if Offeror is traveling within a 50-mile radius of Mason's Fairfax campus. If Offeror is traveling from outside a 50-mile radius of the Fairfax Campus, travel will only be reimbursed in accordance with Mason's polices, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates.

6. In your proposal response please address the following:
 - a. Are you and/or your subcontractor currently involved in litigation with any party?
 - b. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.
 - c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.
 - d. In the past ten (10) years has your firm’s name changed? If so please provide a reason for the change.

XIII. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

- A. **INITIAL EVALUATION CRITERIA:** Proposals shall be initially evaluated and ranked using the following criteria:

	<u>Description of Criteria</u>	<u>Maximum Point Value</u>
1.	Quality of products/services offered and suitability for the intended purpose	25
2.	Qualification and experience of offeror in providing the goods/services	20
3.	Specific plans or methodology to be used to provide the services	25
4.	Price Offered	20

- 5. Offeror is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the proposal due date & time. 10

Total Points Available: 100

B. **AWARD: Following the initial scoring by the evaluation committee**, at least two or more top ranked offerors may be contacted for oral presentations/demonstrations or advanced directly to the negotiations stage. *If oral presentations are conducted Mason will then determine, in its sole discretion, which offerors will advance to the negotiations phase.* Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Mason shall select the offeror which, in its sole discretion has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should Mason determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Governing Rules §49.D.*).

XIV. ARCHITECTURAL STANDARDS REVIEW BOARD (ASRB) REQUIREMENTS: After conclusion of negotiations/Best and Final Offer (BAFO) but prior to award of a contract (and/or release of funding to procure your solution) your solution/system will be submitted to Mason’s Architectural Standards Review Board (ASRB). The ASRB will review your system for security, accessibility (508 compliance), ease/ability to integrate with existing systems, etc. The contractor must agree to submit their product/system/software to ASRB and submit any requested information to assist in the review process. ASRB approval is required prior to contract award or funding being released to procure the system/product. The contractor should be prepared to submit any of the following items including but not limited to:

- Data Dictionary identifying the data elements available for use in the product;
- Data integration documentation;
- Architecture diagrams;
- Security documentation, including but not limited to the vendor’s SOC 2 Type (preferred) and/or your third-party hosting vendor’s SOC 2 Type II (or other equivalent security audit). If you cannot provide this documentation for your organization and/or your third-party hosting vendor, please clearly state as such in your offer. If you have a SOC 2 Type II for your organization (or other equivalent security audit) and/or your third-party hosting vendor but require an NDA in order to release it please state as such in your offer and clearly define which organization (you or your third-party vendor) you can provide a SOC 2 Type II (or other equivalent security audit) for and a copy of your NDA. If you are providing an equivalent security audit (not a SOC 2 Type II) please clearly define what type of audit you are submitting.
- VPAT, and a useable software demo or “sandbox” for accessibility testing;
- And any single sign-on documentation;
- Additional documentation or items may be requested as needed during the review process;
- The contractor may be asked to answer ASRB questions verbally or in writing.

It is imperative that the contractor comply with these requests in a timely fashion as any delay will result in a delay of contract award. Failure to provide documentation or extended delay may result in negotiations concluding, your offer being rejected or an award being rescinded.

XV. CONTRACT ADMINISTRATION: Upon award of the contract, Mason shall designate, in writing, the name of the Contract Administrator who shall work with the contractor in formulating mutually acceptable plans and standards for the operations of this service. The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, or their designee(s) however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope of the work or change the basis for compensation to the contractor.

XVI. PAYMENT TERMS / METHOD OF PAYMENT:

PLEASE NOTE: THE VENDOR MUST REFERENCE THE PURCHASE ORDER NUMBER ON ALL INVOICES SUBMITTED FOR PAYMENT.

Option #1- Payment to be mailed in 10 days-Mason will make payment to the vendor under 2%/10 Net 30 payment terms. Invoices should be submitted via email to the designated Accounts Payable email address which is acctpay@gmu.edu.

The 10-day payment period begins the first business day after receipt of proper invoice or receipt of goods, whichever occurs last. [A paper check will be mailed on or before the 10th day.](#)

Option #2- To be paid in 20 days. The vendor may opt to be paid through our Virtual Payables credit card program. The vendor shall submit an invoice and will be paid via credit card on the 20th day from receipt of a valid invoice. The vendor will incur standard credit card interchange fees through their processor. All invoices should be sent to:

George Mason University
Accounts Payable Department
4400 University Drive, Mailstop 3C1
Fairfax, VA 22030
Voice: 703.993.2580 | Fax: 703.993.2589
e-mail: AcctPay@gmu.edu

Option#3- Net 30 Payment Terms. Vendor will enroll in Paymode-X where all payments will be made electronically to the vendor's bank account. For additional information or to sign up for electronic payments, go to <http://www.paymode.com/gmu>. There is no charge to the vendor for enrolling in this service.

Please state your payment preference in your proposal response.

XVII. SOLICITATION TERMS AND CONDITIONS:

- A. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$200,000, as a result of this solicitation, Mason will publicly post such notice on the DGS/DPS eVA web site (<https://eva.virginia.gov/>) for a minimum of 10 days.
- B. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s).
- C. CONFLICT OF INTEREST: By submitting a proposal the contractor warrants that they have fully complied with the Virginia Conflict of Interest Act; furthermore certifying that they are not currently an employee of the Commonwealth of Virginia.
- D. DEBARMENT STATUS: By submitting a proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- E. ETHICS IN PUBLIC CONTRACTING: By submitting a proposal, offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- F. LATE PROPOSALS: To be considered for selection, proposals must be received in Mason's Bonfire Portal by the designated date and hour. The official time used in the receipt of proposals is the proposal due date and hour in Mason's Bonfire Portal. Proposals submitted after the due date and time has expired will not be accepted nor considered. Mason is not responsible for any delays related to Bonfire's website or vendor registration process. It is the responsibility of the offeror to ensure that their proposal is submitted by the designated date and hour.
- G. MANDATORY USE OF MASON FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official Mason form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of this solicitation may be cause for rejection of the proposal; however, Mason reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.
- H. OBLIGATION OF OFFEROR: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that are not understood. Mason will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries must be in writing and submitted as instructed on page 1 of this solicitation. By submitting a proposal, the offeror covenants and agrees that they have satisfied themselves, from their own investigation of the conditions to be met, that they fully understand their

obligation and that they will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information.

- I. **QUALIFICATIONS OF OFFERORS:** Mason may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to Mason all such information and data for this purpose as may be requested. Mason reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. Mason further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy Mason that such offeror is properly qualified to carry out the obligations of the resulting contract and to provide the services and/or furnish the goods contemplated therein.
- J. **RFP DEBRIEFING:** In accordance with §49 of the *Governing Rules* Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. However, upon request we will provide a scoring/ranking summary and the award justification memo from the evaluation committee. Formal debriefings are generally not offered.
- K. **TESTING AND INSPECTION:** Mason reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

XVIII. RFP SCHEDULE (Subject to Change): Go to Mason's Bonfire Portal for all updates and schedule changes. <https://gmu.bonfirehub.com>

**ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR**

Offerors must advise any portion of this contract that will be subcontracted. All potential offerors are required to include this document with their proposal in order to be considered responsive.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date and time for proposals. This shall also include DSBSD certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Who will be doing the work: I plan to use subcontractors I plan to complete all work

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete Section A of this form.
- B. If the "I plan to use subcontractors" box is checked, complete Section B of this form. For the proposal to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to any subcontractor, to include DSBSD certified small business for the initial contract period in relation to the offeror's total price for the initial contract period in Section B.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification Number: _____ Certification Date: _____

Section B

If the "I plan to use subcontractors" box is checked, populate the requested information below, per subcontractor to show your firm's plans for utilization of any subcontractor, to include DSBSD-certified small businesses, in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

Plans for Utilization of Any subcontractor, to include DSBSD-Certified Small Businesses, for this Procurement

Subcontract #1

Company Name: _____ SBSD Cert #: _____
 Contact Name: _____ SBSD Certification: _____
 Contact Phone: _____ Contact Email: _____
 Value % or \$ (Initial Term): _____ Contact Address: _____
 Description of Work: _____

Subcontract #2

Company Name: _____ SBSD Cert #: _____
 Contact Name: _____ SBSD Certification: _____
 Contact Phone: _____ Contact Email: _____
 Value % or \$ (Initial Term): _____ Contact Address: _____
 Description of Work: _____

Subcontract #3

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #4

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #5

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____



Purchasing Department
 4400 University Drive, MS 3C1, Fairfax, VA 22030
 Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>

ATTACHMENT B – SAMPLE CONTRACT

Note: Other documents may be incorporated into this document, either by way of attachment or by reference, but in all cases this contract document shall take precedence over all other documents and will govern the terms and conditions of the contract.

This Contract entered on this ____ day of _____, 2024 (Effective Date) by _____ hereinafter called “Contractor” (located at _____) and George Mason University hereinafter called “Mason,” “University”.

I. WITNESSETH that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:

II. SCOPE OF CONTRACT: The Contractor shall provide _____ for the _____ of George Mason University as set forth in the Contract documents.

During the term of this Contract, Contractor may issue Statements of Work (“SOW”) to modify the scope of the engagement or otherwise change the work to be performed under this Contract. All SOW’s must be on a form approved by Mason prior to the start of this Contract. Any SOW that does not conform to the pre-approved SOW form shall be void even if approved by Mason. Additionally, the SOW shall be limited to modifications to the scope of the engagement or other changes to the work to be performed under this Contract; any other terms contained in a SOW shall be void and have no effect even if approved by Mason. Other than changes to the scope of the engagement or the work to be performed under this Contract, Contractor may not change, modify, add, supersede, or remove any term from this Contract through a SOW.

III. PERIOD OF CONTRACT: One year from the Effective Date with four (4) successive one-year renewal options. (or as negotiated)

IV. PRICE SCHEDULE: The pricing specified in this section represents the complete list of charges from the Contractor. Mason shall not be liable for any additional charges.

Negotiated price schedule will be inserted here.

V. CONTRACT ADMINISTRATION: _____ shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.

VI. METHOD OF PAYMENT: *As selected from RFP Payment Term Options / Method of Payment.* Contractor shall submit invoices directly to acctpay@gmu.edu and copy the Contract Administrator. Invoices must reference a Mason Purchase Order number to be considered valid. Invoices will only be accepted if submitted after services rendered or goods received. All invoice will be paid Net 30 (*or as selected in Payment Terms / Method of Payment*), after receipt of invoice in the accounts payable email inbox.

VII. THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):

- A. This signed form;
- B. Data Security Addendum (attached);
- C. Negotiation Response(s) dated XXXXX (attached);
- D. RFP No. GMU-XXXX-XX, in its entirety (attached);
- E. Contractor’s proposal dated XXXXXX (attached);
- F. Contractor’s Statement of Work template (attached).

VIII. GOVERNING RULES: This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and the “*Governing Rules*” and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at:

<https://vascupp.org>.

IX. CONTRACT PARTICIPATION: It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

Participation in this Contract is strictly voluntary. If authorized by the Contractor, the contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor and shall fully and independently administer its use of the contract to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The University may request the Contractor provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this Contract does not preclude any participating entity from using other contracts or competitive processes as needed.

X. STANDARD TERMS AND CONDITIONS:

A. APPLICABLE LAW AND CHOICE OF FORUM: This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.

B. ANTI-DISCRIMINATION: By entering into this Contract, Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and §§ 9&10 of the *Governing Rules*. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter

acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.

- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [University Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of this Contract.
 - 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance

with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of the contract generally.

- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The Contractor must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The Contractor must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail their decision to the Contractor within 60 days after receipt of the claim.
 4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with §55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:
1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon Contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:

- a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
 3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. **DEBARMENT STATUS:** As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. **DEFAULT:** In the case of failure to deliver goods or services in accordance with this Contract, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- S. **DRUG-FREE WORKPLACE:** Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- T. **ENTIRE CONTRACT:** This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. **EXPORT CONTROL:**
1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
 - a. notify Mason (by sending an email to export@gmu.edu), and
 - b. receive written authorization for shipment from Mason's Director of Export Controls.

The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain Mason's written pre-authorization.
 2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu.
- V. **FORCE MAJEURE:** Mason shall be excused from any and all liability for failure or delay in performance of any

obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.

- W. FUTURE GOODS AND SERVICES: Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.
- X. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- Z. INDEPENDENT CONTRACTOR: The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- AA. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information, please visit <http://ati.gmu.edu>, under Policies and Procedures.

- BB. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
 - 1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
 - 2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;

3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.

CC. INTELLECTUAL PROPERTY: Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.

1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.
2. Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

DD. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).

EE. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit Mason from acquiring the same or similar goods and/or services from other entities or sources.

FF. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

GG. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.

HH. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.

II. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for nine (9) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract

increased/decreased by more than the percentage increase/decrease of the “other goods and services” category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available or 2%, whichever is lower.

2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the “other goods and services” category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%, whichever is lower.

JJ. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a “Campus Security Authority (CSA).” CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>.”

KK. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason’s reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason’s request, provide Mason with a copy of its response.

If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason’s reasonable requests in connection with its response.

LL. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.

MM. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.

NN. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.

OO. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason’s efforts related to SWaM goals. Upon contract execution, Contractor (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.

PP. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:

1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.

2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor’s obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party’s data, content, or intellectual property, except as expressly stated in the Contract.
4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
6. If Contractor will have access to University Data that includes “education records” as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a “school official” with “legitimate educational interests” in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason’s and its end user’s benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.

QQ. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason’s investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who’s PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.
2. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. Mason reserves the right to determine whether the University Data involved in this Contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University’s financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to Mason; and (8) confidential student or employee information.
3. Mason reserves the right in its sole discretion to perform audits of Contractor, at Mason’s expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this

Contract.

RR. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of Mason or its transferee, and to the extent technologically feasible, that Mason will have reasonable access to University Data during the transition. In the event that Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.

Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing Mason access to Contractor’s facilities to remove and destroy Mason-owned assets and University Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Mason. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

SS. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason’s review and approval.

TT. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

Contractor Name

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Data Security Addendum for inclusion in GMU-GL0606-24 with
George Mason University (the “University”)**

This Addendum supplements the above-referenced Contract between the University and Full legal name of Firm/Vendor (“Selected Firm/Vendor”) dated _____ (the “Contract”). It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under the Contract or a Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of University’s Protected Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

This Addendum sets forth the terms and conditions pursuant to which Protected Data will be safeguarded by the Selected Firm/Vendor during the term of the Parties’ Contract and after its termination.

1. Definitions

Terms used herein shall have the same definition as stated in the Contract. Additionally, the following definitions shall apply to this Addendum.

- a. **“Personally Identifiable Information (“PII”)”** means any information that can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver’s license numbers, state or federal identification numbers, non-directory information and any other information protected by state or federal privacy laws.
- b. **“University Data”** includes all University owned Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.
- c. **“Protected Data”** means data identified by University to Selected Firm/Vendor as Protected Data and may include, but is not limited to: (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University’s financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to the University; and (8) confidential student or employee information. ‘Protected Data’ includes both Highly Sensitive and Restricted categories of data as defined in the [University Policy 1114 Data Stewardship](#).
- d. **“Securely Destroy”** means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- e. **“Security Breach”** means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- f. **“Services”** means any goods or services acquired by the University from the Selected Firm/Vendor.

2. Data Security

- a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Protected Data will be encrypted in transmission (including via web interface) and stored at AES-128 encryption or greater. Additionally, Selected Firm/Vendor warrants that all Protected Data shall be Securely Destroyed, when destruction is requested by the University.
- b. If Selected Firm/Vendor’s use of Protected Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys’ fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

3. Employee Background Checks and Qualifications

- a. In addition to the employee background checks provided for in the Contract, Selected Firm/Vendor shall perform the following background checks on all employees who have potential to access Protected Data: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

4. Insurance

- a. In addition to the insurance requirements outlined in the Contract, Selected Firm/Vendor agrees to maintain Cyber Liability Insurance in an amount not less than \$2,000,000 per incident, for the entire term of the Contract. The Commonwealth of Virginia and the University shall be named as an additional insured.

5. Security Breach

- a. Liability. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach of Protected Data, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year’s credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

6. Audits

- a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: i) security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor’s security policies, procedures and controls; ii) vulnerability scan, performed by industry-standard and up-to-date scanning technology, of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under the Contract; and iii) formal penetration test, performed by a process and qualified personnel approved by the University, of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under the Contract.
- b. Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Contract. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.
- c. Selected Firm/Vendor must provide the University with its current industry standard independent third-party certification/attestation such as Service Organization Control (SOC) 2 Type II audit report, ISO27001/2 or equivalent, and provide a list of all subservice provider(s) relevant to the contract. The University shall have sole discretion to determine whether the audit report/certification/attestation provided is sufficient to satisfy the requirements of this paragraph. It is further agreed that such industry standard audit report/certificate/attestation, will be made available free of cost to the University, will be provided upon issuance by the auditor on an annual-basis. The report should be directed to the appropriate representative identified by the University. Selected Firm/Vendor also commits to providing the University with a designated point of contact for these reports, addressing issues raised in the report including if issues have been cited with the subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report. Selected Firm/Vendor agrees to be held legally accountable for the accuracy of any self-attestations provided by the Selected Firm/Vendor towards fulfilling the requirements within this addendum.

IN WITNESS WHEREOF, this Addendum has been executed by an authorized representative of each party as of the date set forth beneath such party’s designated representative’s signature.

Selected Firm/Vendor

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A
SPECIFICATIONS AND SYSTEM REQUIREMENTS

Our preferred solution will meet and/or exceed the following requirements. Please describe how your proposed solution will perform the following:

CATALOG AND CURRICULUM

- Standardized data structure with clearly defined fields
- Using the standard data structure, create a system of data import and export on a daily, predictable schedule
- On-demand sync of production environment with test
- Interface conforms to best-in-class UX and WCAG 2.0 AA standards
- Selected user roles granted the ability to edit and publish forms corresponding to structured data's regular expressions
- Centralized management of visual brand and style. Permit certain roles to modify design template within approved University brand standards.
- Structure data to sync with from Banner and academic management tools for the purpose of measuring academic outcomes
- Automated program update/proposal notification to corresponding schools and departments
- Standardized fielded data from which forms and reports can be created
- Allowed file types: .JPG, .JPEG .PNG, .GIF, Accessible .PDF
- Permit certain roles the ability to view revision history and the ability to revert a draft
- Permit certain roles the ability to view Revision history with version comparison
- System generates automated notification to specific recipients associated with specific fields of the proposal life cycle
- Permit certain roles to filter and modify program content based on custom query including catalog year
- Ability to assign min/max parameters to program filtering (GPA, total credits)
- SIS included in structured data and filters
- Admin roles permitted content management access on-demand to modify/edit links and provide quality management
- Broken link checker visible on admin dashboard
- Publication workflow management controlled at the Admin level
- Automated back-up and recovery
- Codify change status between catalog years; assign automated labeling convention in reporting for any program that changed between catalog editions
- Ability to cross-reference and display class schedule availability on course pages.
- Permit certain roles view available desk inventory, consumption trends.
- Permit certain roles to flag certain high-demand inventory for override or additional availability evaluation by Registrar
- Permit certain roles to create and assign structured data fields, create relationships, and manage taxonomy
- System generates output to sync with academic management tools to notify advisor/student of high-demand class semester that may impact the individual student's timely graduation
- System generates advising sheet output that syncs with academic advising application, degree tracking tools, student portal

ACADEMIC SCHEDULING:

- Structured, fielded data output to maximize compatibility with public-facing systems
- Standardized workflow and user access for class, exam, and exceptions as well as approvals
- Ability to create and modify custom course templates, create relationships and prerequisite dependencies
- Ability to create field-based filters based on structured data
- Cross-reference faculty accommodations with room requirements
- Ability to create and modify custom exam templates, create relationships, and filter for space based on target room criteria

- Ability to create custom event inquiry form, notification and confirmation emails; Ability to create space search based on inquiry form responses; ability to create custom .ics feeds
- User-role associated space management relative to their academic or business unit
- Provide Real time space utilization dashboard
- Provide Revision history and audit trail
- Permit certain users the ability to set and adjust min/max, doublebook, and override settings
- best-in-class UX and conformation to WCAG 2.0 AA standards
- Permit certain roles to create custom reports referencing all available fields of structured data
- Permit certain roles to create and assign filter categories and tags
- Centrally managed conditional rules and automated alerts
- Course scheduling workflow managed in time-regulated portal
- Ability to create and report on inventory of classroom features and utilization
- Customize SECTIONS while retaining the association to the catalog COURSE
- Degree audits cross reference SECTION association to COURSEs and DEGREE REQUIREMENTS

ACADEMIC EVENT SCHEDULING:

- Standardized data structure with clearly defined fields
- Using the standard data structure, create a system of data import and export on a daily, predictable schedule
- Standardized workflow and user access for events, classes, talks, seminars , and exceptions as well as approvals
- System syncs with data output from Banner to detect newly added updates to the class schedule, automating the import of new sections upon approval by the Registrar
- Ability to create and modify custom event templates, create relationships, room preferences and prerequisite dependencies
- Ability to create field-based filters based on structured data
- Cross-reference faculty accommodations and teaching schedule with room requirements
- Ability to create and modify custom exam templates, create relationships, and filter for space based on target room criteria
- Ability to create custom event inquiry form, notification and confirmation emails; Ability to create space search based on inquiry form responses; ability to create custom .ics feeds
- User-role associated space management relative to their academic or business unit
- Real time space utilization dashboard
- Optimization modeling, ability to develop test and modify schedule scenarios before deploying to production
- Revision history and audit trail
- Permit certain users the ability to set and adjust min/max, doublebook, and override settings
- best-in-class UX and conformation to WCAG 2.0 AA standards
- Permit certain roles to create custom reports referencing all available fields of structured data
- "Train X number of Mason employees at the A, B, C user levels, provide X hours of technical user support per year to the following user roles, create and document issue escalation procedure, document and notify system maintenance and downtime schedule, etc.
- Automated backup and restore, system health monitoring
- User-role associated space management relative to their academic or business unit, dashboard displays filtered space availability
- Permit certain roles to make bulk modifications to the schedule based on filtered factors
- Centrally managed conditional rules and automated alerts and workflow progression
- Present events in a standardized template consistent with the University visual brand
- Permit certain access levels to manage event projects within their assigned areas and access to external systems such as payment and CRM
- Create calendar items that do not require registration OR space utilization such as virtual events or campus-wide observances
- Permit certain roles to duplicate events
- Ability to filter space usage reporting for venues
- Ability to filter spaces based on equipment, room capacity, seating configurations, etc.
- Permit certain users the ability to create event workflows for catering, equipment, etc and generate corresponding

inquiry forms for display online

- SPACES and ROOMS should include available equipment, seating diagrams, and ADA considerations
- Generate internal work orders based on event's structured data. Generate run-of-show docs based on structured data
- Permit certain users to block drop-in space
- Solution generates a filterable feed of structured data used by a variety of technologies including digital display, web CMS, etc.
- Permit certain roles the ability to generate custom forms based on available set of standardized data fields -or- Solution must be able to import data from external source such as user-submitted form.
- Solution generates a filterable feed of structured data used by a variety of technologies including digital display, web CMS, etc.

FORMS & CORRESPONDENCE:

- Permit certain roles the ability to generate custom forms based on available set of standardized data fields -or- Solution must be able to import data from external source such as user-submitted form
- Event correspondence must maintain the university visual brand, or otherwise be associated with a CRM client that applies visual branding and identity to correspondence

REPORTING:

- Permit the ability to produce marketing reports
- Permit certain roles to create custom filtered reports based on available structured data
- Solution provides real-time filterable space utilization reporting, as well as at-a-glance visual space utilization analytics
- Permit certain roles to create custom filtered reports based on available structured data
- Solution generates structured data output parsable into .csv, .xls
- Permit certain roles to generate a detailed, chronological record whereby event project details, transactions, user activity, or other financial data are tracked and traced
- Ability to track budgeting and spend across multiple categories of an event's operation; ability to generate reconciliation reports or connect with accounting tools
- Permit certain roles to tag client categories and run reports based on those categories
- Permit certain roles the ability to generate custom reports from live data using available structured data
- Permit certain roles to design user-role-based dashboard templates, permit individual users the ability to customize their dashboard within the realm of their user role access
- Compatibility with CRM tools to include but not limited to the following: Salesforce Education Cloud, Tableau, Microstrategy, and Microsoft PowerBI
- Compatibility with e-commerce, CRM, and event registration tools

CUSTOMER MANAGEMENT:

- Ability to generate standard event output for use in university-sanctioned email marketing tools
- Permit certain roles to bulk export/import structured data
- Permit certain roles to generate custom reports from live data using available structured data
- Mailing address data output compatible with CRM and other mailing tools
- Compatibility with e-commerce, CRM, and event registration tools
- Integrated event project management suite? Compatibility with project management tools?
- Permit certain roles to create, assign and duplicate certain action codes such as contact, status, and campus-relevant codes
- Permit certain roles to configure search filters based on available fields of structured data
- Permit certain roles the ability to de-dupe and merge records
- Permit certain roles to modify or adjust application's visual template according to Mason brand standards
- Compatibility and/or connection to university payment platform TouchNet
- Mobile-responsive interface at all user levels including anonymous/unauthenticated
- CRM compatibility, sync with event registration census

- SPACES and ROOMS should include available equipment, seating diagrams, and ADA considerations
- Permit certain roles to create and assign data fields. This should be a carefully curated CENTRAL AUTHORITY and not user-generated
- Permit certain roles to set rate groups and associate them with other criteria
- Permit certain roles to control how rate groups and associated criteria interact to generate an invoice

TECHNICAL REQUIREMENTS: following:

- Solution should integrate via real-time APIs
- Solution should integrate with Banner
- Ellucian Ethos
- University's single sign-on system
- APIs should be available for web content and other systems integrations
- Solution provides ability to perform security audits and access control
- Support of all major Web browsers for both PC/Windows and Apple/Mac platforms, such as Chrome, Firefox and Safari
- Test environment to mirror production
- Backup of data, archive of data to be kept for an agreed upon number of years
- Monitoring and alerting capability to support 99.9% uptime and two (2) hour recovery time
- Ability to publish calendar data in a web user interface
- Solution provides role-based security both system-wide and at the campus/departmental level
- The Solution provides equal access to persons with disabilities as evidenced by compliance with the W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.1 for web content. Lacking such evidence, the contractor commits to providing evidence of compliance by qualified tester(s) within 6 months of the university's commitment to purchase the solution.

SUPPORT::

- Solution provides technical support accessible via support tickets via web and telephone, during business hours
- Provide responses to support requests and feedback should a ticket take longer than expected.
- Provide a complete customer support structure – telephone number of support staff, web-based support, hours of operation, and process for prioritizing problems/issues. The University will require standard technical support Eastern Standard Time (EST), as well as emergency service 24/7, 365 days
- Provide appropriate notification by vendor to customer for all schedule maintenance
- Provide ongoing learning and training, including database and process manuals, interface guides and database schemas
- Provide an organized user group and/or an annual conference for learning/networking opportunities
- Provide an experienced account manager to manage the day to day partnership including relevant work experience with peer college institutions
- Solution provides support through a website, accessible to users of assistive technology, with options for email, phone, and/or online chat contact
- Solution provides a robust online user community and social media forum or mailing list