BOARD MEETING DATE: <u>November 19, 2024</u>

ITEM NO: <u>VI-C</u> (Placeholder: Pending Attorney Review)

RECOMMEND THAT <u>the District Board of Trustees approves North Florida College's agreement with *Simple Syllabus*.</u>

THIS RECOMMENDATION <u>would allow NFC to utilize Software as a Service (SaaS) solution called *Simple Syllabus* to revolutionize our syllabus management process. The implementation of this software will streamline syllabus creation, ensure compliance with SB 7044 and accreditation standards, significantly reduce faculty and administrative burden, improve accuracy and consistency in syllabi, and enhance the overall student experience. This software solution is projected to deliver substantial time savings and improved quality control.</u>

SAAS SERVICES ORDER FORM

Customer: North Florida College
Contact: Ellie Morgan
Address: 325 NW Turner Davis Dr, Madison, FL, 32340, Madison, Florida, 32340
Phone: (850) 973-9422
Email: morgane@nfc.edu

Services: Provide ongoing web-based access to Simple Syllabus, a template-driven platform for the publishing of class syllabi in mobile, web, and print formats (the "Service(s)") further described in "The Service" attached as Exhibit A hereto.

Services Fees: $7,500 per year based on twelve month FTE student enrollment of 811, payable in advance, subject to the terms of Section 4 herein.

Initial Service Term: One year starting on the effective date with the option to renew annually. Service term begins the first day of the month following contract execution.

Service Capacity:
- Unlimited access to the service including all applicable user seats, bandwidth, and application requests.
- Storage of up to 10 GB / month included—additional storage $1.00 / GB/ month.

Implementation Fee (one-time): $ 5,000

Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit B hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein.

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this 30 day of October, 2024, but shall come into full force and effect upon signature from both parties (the "Effective Date"), between Simple Systems Group, LLC with a place of business at 2502 N Rocky Point Dr, Ste 960, Tampa FL 33607 ("Company"), and the Customer listed above ("Customer"). <u>This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations.</u> There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Simple Systems Group, LLC   **North Florida College**

Date: **Date:**

Frank W.Miller
Chief Executive Officer

<u>TERMS AND CONDITIONS</u>

1. **SAAS SERVICES AND SUPPORT**
   1.1. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit C. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel, passwords it deems inappropriate.
   1.2. Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit D.

2. **RESTRICTIONS AND RESPONSIBILITIES**
   2.1. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels. With respect to any Software that is

distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.2. Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company, to the extent permitted by law, against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing

Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2. Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3. Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1. Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company sixty (60) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

4.2. Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

5. TERM AND TERMINATION

5.1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2. In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice, if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the

Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

6.1. Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON,

COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. **MISCELLANEOUS**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Florida without regard to its conflict of laws provisions.

EXHIBIT A
The Services

SIMPLE CONTROL PANEL

The Simple Control Panel is the administrative hub for the Simple Syllabus platform. It provides a set of tools that can be accessed by your team to manage and personalize the softwares' functionality.

Customer administrators can navigate through several screens to set up syllabus templates, manage organizational units and user accounts, establish terms and define course and section offerings. Detailed

reports are also available and can be exported for accreditation and regulatory purposes. This module includes:

- Centralized interface for administrators
- An end-to-end template builder, with continuous workflow to launch and track syllabi creation
- Complete configurability allowing direct design of the components that make up your syllabus template
- Multi-level hierarchy that allows distribution and syllabus publishing control
- Comprehensive reporting capabilities with over 10 standard reports to address accreditation and regulatory requirements
- Complete style management; ability to utilize CSS to manipulate color schemes, fonts, and overall theme of the site and syllabi to match institutional branding
- Extendable data model with editing interface

FACULTY DASHBOARD

The Faculty Dashboard is a personalized console that organizes a user's open tasks and published syllabi. A virtual personal assistant alerts faculty of upcoming deadlines and centralizes all items that need to be reviewed or updated for future terms. This module includes:

- Virtual personal assistant to track and organize outstanding items for instructors
- Built-in quick links to both digital and print versions of an instructor's syllabus
- Content persistence, syllabus content created by an instructor from a previous term is carried forward each term
- Automatic reminders and notifications about approaching or past due deadlines
- One-click sharing with URL or embeddable code for instructor's syllabi

PUBLISHER

The Publisher is an online editing tool for class syllabi. It allows for editing, versioning and publishing of syllabi across multiple channels simultaneously including web, mobile, and print. This module includes:

- Single page editing experience
- In-line help text to provide instructions and useful tips
- Full administrative control over all elements within the syllabus template for determining precisely what the user can and cannot edit within the Publisher
- Intellectual property protection that lets faculty members set certain components of a syllabus to private
- Ad hoc components to add new areas of content outside of the standard template
- Drag and drop sorting of a syllabus components
- Material Loader uses partial input to retrieve all available information on materials such as textbooks
- Cross browser capabilities
- Instant autosave ensures syllabus data is never lost

▪ Automatic approvals route submitted syllabi to proper stakeholders

SYLLABUS LIBRARY

The Syllabus Library is a centralized repository that allows syllabi to be easily searched—past, present, and future. Syllabi within the library are fully responsive and include quick navigational links to the most important elements within the syllabus. In the event that a print copy is needed, the Syllabus Library provides a real-time export of all syllabi in PDF format. This module includes:

▪ Keyword search enables introspection on all campus syllabi to locate highly specific results
▪ Dynamic filters to quickly sort and narrow syllabi based on common criteria
▪ Quick links to web or print versions of all syllabi campus wide
▪ Syllabus subscription functionality auto updates campus stakeholders of any changes or modifications to a syllabus
▪ Online table of contents efficiently categorizes all current published syllabi by their respective organizational units
▪ "Last updated" date assures users to identify the most recent version of a syllabus
▪ Quick navigational links to the most important elements of a syllabus with a single click
▪ Fully responsive: all syllabi within the Simple Syllabus platform are mobile friendly

STUDENT PORTAL

The Student Portal is a personalized interface for students, where they can see all relevant syllabi for courses in which they are currently enrolled, or use filters to review previously completed courses. Auto-generated by the Student Portal is an aggregated material list, designed to help students more efficiently prepare for the upcoming semester by outlining all required textbooks. This module includes:

▪ Personalized syllabus filtering based on currently enrolled courses
▪ Archival of previously completed classes and associated syllabi
▪ Aggregated class material list

DATA HUB

The Data Hub facilitates interoperability between Simple Syllabus and other campus systems such as the Student Information System and Learning Management System. Its data-mapper helps associate fields between two different applications and supports either manual or automated integrations. This module includes:

▪ Drag-and-drop manual upload for one-time imports
▪ Step-by-Step wizard for data migration
▪ Auto-mapper for field association between systems
▪ Support for automated recurring connections between major LMS and SIS providers

EXHIBIT B
Statement of Work

The Company will be responsible for the initial creation of the Simple Syllabus platform providing implementation services in collaboration with stakeholders at the institution.

The project will be organized around three concurrent pathways: Build Out, Training, and Technical. Your project is expected to be 10 to 12-weeks in duration.

BUILD OUT PATHWAY

The purpose of the Build Out Pathway is to get your Simple Syllabus product set up and loaded with the data, users, and settings required by your institution. Company team members will lead consulting discussions, provide guidance on project deliverables, and transition institutional data required into the software.

Pathway Objectives
- Design syllabi theme
- Establish syllabi components
- Build out organization structure
- Define preset subjects
- Set up terms
- Import courses and sections
- Import accounts and roles

Name	Price	QTY	Subtotal
Project Management	$100.00	3	$300.00
Consulting Sessions	$100.00	8	$800.00
Data Transition & Configuration	$50.00	8	$400.00
Quality Assurance	$50.00	4	$200.00

Total   **$1,700.00**

TRAINING PATHWAYS

The purpose of the Training Pathway is to provide your Customer staff with the resources needed to become proficient in using and administering the Simple Syllabus product. The Company team members will lead interactive training sessions to ensure Customer's successful use of the platform.

Pathway Objectives
  - Setup sandbox and training environment
  - Deliver training to help administrative users have strong command of the software
  - Distribution of instructional materials and access to support resources

Name	Price	QTY	Subtotal
Instructional Planning	$50.00	6	$300.00
Training Sessions	$100.00	5	$500.00

| | **Total** | | **$800.00** |

TECHNICAL PATHWAY

The purpose of the Technical Pathway is to integrate the software with existing campus systems such as the Learning Management System (LMS) using LTI, the Student Information System (SIS) using an automated SFTP file transfer, and Single Sign On (SSO) using supported authentication protocols. The Company's technical staff will reach out to the Customer to coordinate and build an integration between the necessary campus systems and Simple Syllabus.

Pathway Objectives
  - Establish required data points needed for institution
  - Setup LTI application with institution LMS
  - Configure automated SFTP file import from SIS
  - Turn on SSO with supported authentication protocols

Name	Price	QTY	Subtotal
Project Management	$100.00	4	$400.00
Technical Consulting	$150.00	3	$450.00
Integration Development	$150.00	10	$1,500.00
Quality Assurance	$50.00	3	$150.00

| | **Total** | | **$2,500.00** |

EXHIBIT C
Service Level Terms

The Services shall be available 99.9%, measured monthly, excluding scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer up to 5% of Service fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week worth of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.

EXHIBIT D
Support Terms

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 8:00 am through 5:00 pm Eastern time, with the exclusion of Federal Holidays ("Support Hours").

Customer may initiate a helpdesk ticket during Support Hours through the company's dedicated support portal, or any time by emailing support@simplesyllabus.com.

Company will use commercially reasonable efforts to respond to all helpdesk tickets within one (1) business day.