



## **N2N LightLeap Software Subscription Agreement**

This Subscription Agreement ("Agreement") is made and entered into by and between N2N Services Inc., a Georgia corporation ("Provider"), and Santiago Canyon College, a Higher Education Institution ("Customer"), effective as of September 10th, 2024.

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

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

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

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

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

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

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

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

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

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

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

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



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

## **5. Confidentiality**

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

## **6. Warranties and Disclaimers**

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

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

## **7. Limitation of Liability**

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

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

8.1 To the fullest extent permitted by law, the Provider shall indemnify and hold harmless the Customer, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of (A) injuries to or death of any person, including Provider, or (B) damage to any property of any kind whatsoever



and to whomsoever belonging, or (C) by reason of any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement as made necessary by Section 530 of the Revenue Act of 1978, including but not limited to the concurrent active or passive negligence of the Provider or the Customer, its officers, agents, employees or servants, resulting from the performance of any work required of Provider or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the Customer has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

## **9. Insurance**

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

## **10. General Provisions**

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

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



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

**N2N Services, Inc.**

**<<Client Name>>**

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

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

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

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

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

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

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

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



## **Exhibit A: Service Description**

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

### **Key Features:**

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

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

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

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

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

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

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

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

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

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

### **Advantages of LightLeap:**



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

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

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

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

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



**Exhibit B: User Limitations**

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



# SUBSCRIPTION PLANS





## 1. Exhibit C: Subscription Fees

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

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

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



## 1.2 Spectrum Edition Pricing

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

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

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

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

SKU	2024 – Beta Partner Pricing/Month	2025 – GA Pricing/Month
<b>AWS AI Infrastructure</b> <ul style="list-style-type: none"><li>– Persistence Layer (RDS, S3, etc)</li><li>– Lambda API Gateway</li><li>– NLP Models* (image processing and graphics not included)</li><li>– All supporting AWS infrastructure (VPC, ECS, EC2, etc)</li></ul>	\$5,000	\$10,000 <sup>2</sup>
<b>Professional Services</b> <ul style="list-style-type: none"><li>– Data Integration</li><li>– SIS and LMS Data Models</li><li>– Nightly refresh</li></ul>	\$2,500	\$5,000 <sup>3</sup>
<b>API Packs (\$500 for API Pack)</b> <ul style="list-style-type: none"><li>– <i>Person Data (GET/POST)</i></li><li>– <i>Student Data (GET/POST)</i></li><li>– <i>Enrollment Data (GET/POST)</i></li><li>– <i>Registration Data (GET/POST)</i></li><li>– <i>Faculty Data (GET/POST)</i></li><li>– <i>Academic History Data (GET/POST)</i></li><li>– <i>Course Schedule Data (GET/POST)</i></li><li>– <i>Configuration Data (GET/POST)</i></li><li>– <i>Admissions Application Data (GET/POST)</i></li><li>– <i>LMS Data (GET/POST)</i></li></ul>	\$5000 <sup>4</sup>	\$10,000 <sup>5</sup>

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

<sup>2</sup> Subject to revision

<sup>3</sup> Subject to revision

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

<sup>5</sup> Subject to revision



<b>Illuminate Platform Subscription</b> – Spectrum edition	\$75,000	\$90,000
<b>Custom Development Resources</b> – 2024 pricing \$250/hr – 2025 pricing \$500/hr		
<b>Beta Partner Program</b>  – Position with the Customer Advisory board – Advisory role to recommend product features, enhancements, and roadmap priorities – Priority on bug fixes, rollout schedules, and GA releases – 3 educational institutions (1 Public, 1 Private, 1 community college, and 1 Consortia) – 50% discount in 2024 – 25% discount in 2025 – 15% discount in 2026 and beyond		



### 1.3 Wave Edition Pricing

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

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

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

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

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

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

<sup>7</sup> Subject to revision

<sup>8</sup> Subject to revision

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

<sup>10</sup> Subject to revision





## 1.4 Photon Edition Pricing

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

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

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

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

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

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

<sup>12</sup> Subject to revision

<sup>13</sup> Subject to revision

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

<sup>15</sup> Subject to revision





## **Exhibit D: Insurance Requirements**

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

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

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

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

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

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

1.4 Professional Liability insurance, with limits not less than \$1,000,000 each claim/annual aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement, and with any deductible not to exceed \$50,000 each claim;

1.5 Cyber Liability insurance, with limits not less than \$1,000,000 each claim/annual aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement, and with any deductible not to exceed \$50,000 each claim.

### **3. Other Insurance Provisions**





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

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

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



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

### **1. Security**

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

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

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

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

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

### **4. Data Security**

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

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

Provider shall hold all User Data in strict confidence and with the same standard of care it uses to protect its own information of a similar nature and shall not use User Data for any purpose other than to provide the Service or as may be authorized in writing by Customer. Provider shall not disclose User Data to any other party except: (a) to Provider employees, agents, subcontractors and service providers, to whom User Data needs to be disclosed for



the purpose of providing the Service; (b) as required by law, or to respond to duly authorized information requests of police and governmental authorities or to comply with any facially valid subpoena or court order; (c) protect the rights or property of Provider or Provider customers, including the enforcement of Provider agreements or policies governing Customer's use of the Service; or (d) as authorized by Customer in writing. Provider shall undertake efforts reasonably calculated to ensure that Provider employees, agents, and subcontractors with access to User Data are aware of Provider's obligations under this Agreement and are placed under an obligation of confidentiality with respect thereto.

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

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

## **7. Third Party Requests**

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

## **8. Security Breach**

Provider will notify Customer of a Security Breach within seven (7) days of Provider's verification of a Security Breach. The notification shall include, to the extent possible, (a) the identification of each User whose data has been, or is reasonably believed to have been



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

## **9. Breach Notification**

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

## **10. Indemnification by Provider**

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



Data mapping

Legacy data

SaSS migration

Data transfer process from 18 months to 8 months

What we do

how we do it

what it means to the customer

Flyer

List of Customers

Migration

data extraction

data loading