

D2L

Order Form

ORDER#	Q-40721	D2L Ltd.
ORDER DATE	June 7, 2022	210 West Pennsylvania Avenue, Suite 400A
OFFER EXPIRATION DATE	April 14, 2023	Towson, MD 21204

CLIENT

Southern Illinois University Carbondale ("Client")
1400 Douglas Drive
Carbondale, Illinois 6290
US

ORDER START DATE	July 1, 2022	ORDER END DATE	June 30, 2024
CURRENCY	U.S. Dollar		

Pricing Summary

ITEM	YEAR 1	YEAR 2
Pricing Period	July 1, 2022 - June 30, 2023	July 1, 2023 - June 30, 2024
Fees Due	July 1, 2022	July 1, 2023
FTE	11266	11266
Software	\$237,372.26	\$237,372.26
Support	\$167,639.64	\$167,639.64
Training	\$8,336.84	\$8,336.84
Total	\$413,348.74	\$413,348.74

Pricing quoted is in U.S. Dollar and does not include applicable taxes. Pricing is valid until April 14, 2023.
If Client exceeds its entitled use under this Order, overage fees shall apply.



Pricing Details

Software

Brightspace Core with Performance Plus

Additional Organization Annual Maintenance

Integration Pack for Student Information System (IPSS) / Banner Grades Export Annual Maintenance

Premium SIS/HRIS Integration - Annual Maintenance

Virtual Classroom and Video Assignments (Premium)

Brightspace Course Connector for Microsoft Teams

Support

Plus Administrator Support

Technical Account Manager 1:10

Branded End User Support

Learning Administration Manager Select

LCS - Courseware Enablement Subscription Select

Training

Brightspace Guided Training Premium	11,266.00
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Virtual Classroom and Video Assignments (Premium) - Training	0.00
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FTE Definition

FTE means a User Model for a blended institution that accounts for Client's number of student full-time equivalents over the course of a year as reported by Client and verifiable through a published and reputable source (e.g. IPEDS). A blended institution is an institution that uses traditional face to face learning as the primary learning delivery model for their students and supplements with online educational technologies. For clarity, those persons who log into the Cloud Services for the sole purpose of providing or administering instruction will not be considered an FTE, unless and until such persons log into the Cloud Services as students (e.g., to take courses for professional or personal development).

Is your organization exempt from sales tax? If yes, kindly attach a copy of your sales tax exemption certificate to this Order Form.

Yes, sales tax exemption certificate is attached
 No

D2L

This Order Form between D2L and Client may be accepted as a binding agreement under the terms attached hereto or under the terms of the applicable signed agreement between the Parties ("Agreement") if it is signed and returned. Unless otherwise indicated on this Order Form, all other terms of the Agreement remain in full force and effect. No modifications to this Order Form or supplemental terms provided on a PO or similar document will have any binding effect.

This Order Form is valid up to and inclusive of the Offer Expiration Date. D2L reserves the right to accept or reject any signed Order Form after the Expiration Date.

NOTICE INFORMATION

LEGAL NOTICE CONTACT

Name: Susan L Zamora
Email: susan.zamora@siu.edu
Phone: 618-453-6727
Southern Illinois University
900 S Normal Ave, MC 6813
Address: CARBONDALE, IL 62901

CLIENT BILLING CONTACT

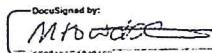
Name: Laurie Holley
Email: it-biz@siu.edu or lkings@siu.edu
Phone: 618-453-2406
Southern Illinois University
870 Lincoln Dr, MC 6535
Address: Carbondale, IL 62901

AGREED AND ACCEPTED

D2L Ltd.

Southern Illinois University Carbondale

By:


DocuSigned by:
MHowatson
VERIDASIGN44047

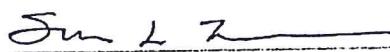
Name: Melissa Howatson

Title:

CFO

Date: June 10, 2022 | 12:43 PM EDT

By:



Name: Susan L. Zamora

Title: Director of Procurement

Date: 6-8-2022

THE INDIVIDUAL SIGNING IS AUTHORIZED TO BIND CLIENT

SIU Approved as to Legal Form w/ SIU Addendum

Douglas J Mc
Carty

Digitally signed by Douglas
J McCarty
Date: 2022.06.07 17:52:00
-05'00'



D2L Order Terms and Conditions

These terms and conditions, along with any document(s) signed or electronically agreed to by D2L and Client that accompany or reference these terms and conditions for D2L Services ("Order"), form the agreement ("Agreement") between the D2L entity signing the Order ("D2L") and the Client identified in the Order ("Client").

1. Services. D2L will provide the Services set out in the Order: "Services" means the applications made available to Client and/or any other material, duty, function or task D2L provides, facilitates, makes available or performs under this Agreement (including any Order and (if applicable) Statement of Work ("SOW"). D2L shall maintain and shall see that its vendors maintain commercially reasonable administrative, physical and technical safeguards for the security, privacy and integrity of Client Data (as defined in section 7 below), which may include relevant certifications such as ISO 27001 and SSAE 16 SOC 1 and SOC 2. Client acknowledges that Client's use of Services will involve transmission over the Internet and other networks, only part of which may be owned or controlled by D2L. D2L is not responsible for any Client Data which is delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not owned or controlled by D2L. All Services, including implementation, training, consulting, and/or creative Services (collectively, "Professional Services") purchased by Client will be provided remotely unless otherwise agreed in a SOW. Client will provide to D2L at least five (5) days written notice prior to cancelling any scheduled Professional Services; if such prior notice is not provided, D2L may charge Client for the forfeited hours. Any changes to Professional Services provided under a SOW will be documented using a change request form that summarizes the agreed change and project impact (in terms of scope, budget, and schedule). If D2L believes that additional hours will be required under a SOW, D2L will notify Client and will not perform any additional hours unless Client has agreed in writing to the details. For clarity, D2L is under no obligation to perform any hours in excess of the number of hours agreed to in writing by the Client.

2. Grant of Use. Upon the start date listed in the relevant Order, D2L shall permit Client to use the Services in a non-exclusive, non-transferable, time-limited (revoked upon termination) manner as set forth in the Order by the specified number of users in the Order(s). Client may increase its number of such users upon paying the appropriate fee. Should Client not pay, D2L may terminate this Agreement. Client may use or access Services for its use only. No third party, other educational institution or business group or entity other than that identified in the attached relevant Order may make use of, or obtain access to, Services without a separate agreement. D2L allocates up to 500MB of storage space per user and may charge additional fees of no more than \$8.00USD per GB per year in excess of the allocated amount. D2L may review the Client's usage no more than twice a year for the purpose of ensuring compliance by Client with the terms of this Agreement. If such review reveals that Client's use of Services exceeds its permitted use, Client shall pay D2L's then-current fees and reasonable administrative fees. The parties agree that pricing is predicated on Client's expected usage of the Services as a(n) FTE which may be subject to review in the event of material change.

3. Warranty. D2L warrants that the Services will (i) achieve in all material respects, the functionality described in the applicable documentation, and (ii) be performed in accordance with industry standards and with the same level of care and skill as D2L provides to similarly-situated customers. Except as set forth in this Agreement, the Services are provided "as-is", and D2L makes no warranties, representations, or guarantees, express or implied, oral or written, with respect to the Services. D2L does not warrant that Services are error-free. D2L makes no warranties of merchantability, fitness for a particular purpose (including Client's compliance with its statutory or regulatory obligations), or arising from a course of performance, dealing, or usage of trade. There is no such thing as perfect security, and D2L cannot guarantee or warrant the security of any data that D2L receives and stores. Client assumes all responsibility for determining if the Services are sufficient for Client's purposes. To the extent that certain jurisdictions prohibit the exclusion of some warranties or provide additional warranties that are not provided above, such laws shall take precedence over this section.

4. Confidentiality. No party shall furnish Confidential Information (defined as technical, business, marketing, proprietary, trade secret, personal or other information in any form (e.g., oral, written, electronic)) to any unauthorized person or entity. No party shall be bound by confidentiality obligations if the Confidential Information (i) is required to be disclosed pursuant to court or regulatory order, provided that, where feasible, the owner of the Confidential information is given a reasonable opportunity to limit the extent of disclosure; (ii) was already rightfully in its possession before the commencement of negotiations that led to this Agreement; (iii) is learned from a third party under no apparent duty of confidentiality and is not otherwise protected under law; or (iv) becomes part of the public domain other than as a result of a breach of this section and is not otherwise protected under law. If there is a valid Confidentiality Agreement ("NDA") in force between the parties, this section shall supersede and replace the NDA.

5. Personal Information. D2L shall not collect, use or disclose Personal Information (defined as any data, either alone or in combination with other information, by which a natural person can be identified or located, or that can be used to identify or locate a natural person) except to carry out its obligations under this Agreement. D2L shall limit access to Personal Information to those persons who require access in order to provide the Services hereunder. D2L shall handle Personal Information it receives from Client in accordance with applicable laws. D2L shall notify Client as soon as commercially practical of any inquiries regarding the collection, use or disclosure of Personal Information by D2L.

6. Intellectual Property. D2L and/or its vendors retains sole and exclusive ownership of and all intellectual property rights ("IP") in the Services, which include: tools, methodologies, questionnaires, responses, and proprietary research, data, requirements, specifications, and code generated in the course of performing the Services. The IP is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. D2L reserves its rights and interests in connection with the IP, except as expressly granted



to Client pursuant to this Agreement. D2L does not transfer any title to or interest in its IP. D2L may render services to others and develop work products that are competitive with, or functionally comparable to, the Services. Client may make the Services available to (i) its outside auditors and/or accountants, (ii) third parties who have signed appropriate confidentiality agreements with Client who are engaged by Client to review or implement suggestions or to further research the issues contained in the Services (provided such third parties are not competitors of D2L), and (iii) governmental or regulatory bodies as required by law. D2L shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that D2L shall not use or disclose any of Client's Confidential Information.

7. Client Data and Branding. Client owns and retains all right, title and interest to, or has appropriate possessory rights in any information, data, results, or other materials uploaded to or through the Service ("Client Data"). D2L makes no claim of title or ownership to or in Client Data. Client permits D2L to use Client Data to the extent required to provide and perform the Services under this Agreement. D2L will comply with Client's branding guidelines where Client engages D2L to create a Client-branded offering of Services, and Client grants D2L non-exclusive, worldwide permission to use its logo and branding for the sole purpose of creating, distributing and maintaining for Client a Client-branded version of Services. D2L will not use Client's logo and branding for any other purpose except as set out in this Agreement without the express written consent of Client. If Client provides D2L with materials owned or controlled by Client or with use of, or access to, such materials. Client grants to D2L all rights and licenses that are necessary for D2L to fulfill its obligations hereunder.

8. Restrictions. Client shall not (and shall not permit its users to) use or access the Services to: (i) decompile, disassemble, modify the source code of, or reverse engineer the IP; (ii) copy, modify, adapt, create derivative works, or translate the IP; (iii) rent, lease, license, lend, transfer, sublicense, assign, sell or otherwise transfer or provide access to the IP to any third party except as expressly authorized hereunder; (iv) use or allow anyone to use the Services to compete with D2L in any way; (v) alter, remove or cover proprietary notices in or on the IP. Any default in Client's obligations under this section may cause irreparable harm to D2L. If Client takes or threatens any action that may infringe on D2L's IP rights, D2L may seek injunctive or other equitable relief in addition to any damages to which D2L may be entitled.

9. Support. Support services are set out at <https://www.d2l.com/legal/d2l-support-schedule/> and are coterminous with this Agreement.

10. Service Levels. D2L will use reasonable commercial efforts to make the Brightspace Learning Environment available at least 99.9% of the time. Unavailability of the Services ("Downtime") may result in service credits under this section. Scheduled outages, maintenance windows, and other outages resulting from events beyond D2L's control are not included when calculating Downtime. Client shall report incidents to D2L Support that it considers Downtime immediately, but in no event later than 24 hours from when Client became aware of, or reasonably should have become aware of, the occurrence; failure to do so shall disentitle Client to any credit for that incident under this Agreement. In reporting, Client shall provide D2L sufficient information to investigate and classify the incident, including: date, duration, and description of occurrence. D2L shall investigate and reasonably classify any reported outage/occurrences Downtime. In making its classification, D2L shall rely solely upon its own statistics software and monitoring equipment.

11. Downtime Credit. If after investigation and classification, D2L determines that Downtime during a calendar month was such that availability fell below the level stated in this section, Client may claim a credit on cloud hosting ("Cloud Services") fees during the relevant calendar month, calculated on the following basis:

Availability (x = Availability)	Client credit
99.9% <= x	N/A
99.5% <= x < 99.9%	1% of Client's Cloud Services fee for that calendar month
99% <= x < 99.5%	2.5% of Client's Cloud Services fee for that calendar month
98% <= x < 99%	5% of Client's Cloud Services fee for that calendar month
x < 98%	10% of Client's Cloud Services fee for that calendar month



For the purposes of calculating downtime credits for which Client may be eligible under this Agreement, the Cloud Service Fees for each calendar month shall be 1/12 of 20% of all annual Software fees for the then-current contract year. For clarity, Support Fees are not included in the Software fees if Support is priced separately. Any credit so determined may only be applied against subsequent Cloud Services fees invoiced for the next annual period and shall be Client's sole remedy if that Availability falls below the level stated in this section; provided, however, that if this Agreement or the relevant Order is terminated or expires such that the entire credit cannot be applied for Client's benefit, D2L shall promptly refund such amount to Client.

12. Indemnification. D2L shall defend Client from any direct costs, expenses, damages, judgments or settlements incurred because of an action or claim by third parties alleging that Client's use of the Services is an infringement of copyright, patent or registered trademark rights of a third party, but only if Client (i) promptly notifies D2L in writing of any claim; (ii) allows D2L to control the defense or settlement of the claim; and (iii) takes no action that, in D2L's reasonable judgment, impairs D2L's defense of the claim. This indemnity shall not apply to the extent that D2L is prejudiced by Client's delay or failure to notify D2L of a claim, or to the extent that the infringement claim results from (a) Client's unauthorized modification to the Services (b) Client's failure to install an update that would have avoided the claim; (c) the combination of the Services or deliverables with third party products where the third party products are not provided under this Agreement; (d) D2L's compliance with specifications furnished by Client; or (e) use of the Services or deliverables in a manner that is not in accordance with the documentation or applicable law. If a claim arises, D2L may (x) substitute equivalent non-infringing Services; (y) modify the Services so that they no longer infringe but remain functionally equivalent; or (z) if neither (x) nor (y) is reasonably commercially feasible, cancel the Agreement and refund any unused pro-rated amounts to Client. This section states the entire liability and obligation of D2L regarding infringement claims.

If a third party claims that any part of the Client Data infringes a copyright, patent or trademark or other intellectual property right of a third party, or there are claims arising out of Client's or its users' use of the Services in breach of this Agreement, Client will defend D2L against that claim at Client's expense and pay all costs, expenses, damages, and attorney's fees, provided that D2L: (i) promptly notifies Client in writing of any claim; (ii) allows Client to control the defense or settlement of the claim; and (iii) takes no action that, in Client's reasonable judgment, impairs Client's defense of the claim.

13. Liability Limitations. Except for (i) a party's indemnification obligations in section 12 or (ii) Disruptions as defined herein, a party's maximum aggregate liability for damages, costs, losses or expenses provided pursuant to this Agreement, in contract, tort or otherwise is limited to twelve (12) months of fees paid under the relevant Order under which the claim arose. The liability limitation is commensurate with the consideration paid under this Agreement. Neither party is liable for indirect, consequential or incidental damages, including loss of revenue, profits or data, even if the other party had advised of the possibility of such damages. Client is responsible for the Client Data and the content of its and its user's transmissions, including Client Data, over D2L's network. Client agrees that it and its users will not cause a "Disruption" defined as use of the Service for illegal purposes, to infringe the rights of a third party, or to interfere with or disrupt the Services, including distribution of unsolicited communications or chain letters, unsolicited advertising, defamatory, libelous or offending content, propagation of computer worms and viruses, unauthorized use of the network to enter, or attempt to enter, another system, or to affect or circumvent the integrity, performance or security of the Services through unauthorized tests, scans or probes. If a Disruption occurs, D2L may, in its reasonable discretion, immediately remove the Disruption, disable the mode of communication, suspend Client's and/or its user's access to the Services or terminate this Agreement, and Client is liable to D2L for claims arising from Client Data or any Disruption.

14. Payment Terms and Taxes. Client shall pay fees and rates as specified in an Order. Unless otherwise agreed, payment is due within 30 days from Client's receipt of invoice. The number of users purchased according to the Order shall be the billable minimum number of such users for the term of the Agreement unless otherwise mutually agreed. Overdue amounts not subject to a good faith dispute may incur interest charges at a rate of 1.5% per month or 19.56% APR. All fees and rates stated in the Order do not include taxes of any kind, which taxes shall be added to Client's invoices and paid by Client. Client is responsible for payment of all applicable taxes and duties resulting from this Agreement, including any later tax assessments, except for taxes based on D2L's net income. If applicable, Client shall withhold any amounts owed under the applicable tax laws and regulations in force as of the date of payment and pay all applicable withholding taxes; in connection with the foregoing, Client agrees that it shall increase the amounts payable to D2L so that after making all required deductions for withholding, D2L receives an amount equal to the sum it would have received prior to the calculation of any withholding taxes. D2L may accept payment from any entity without accepting that entity as Client and without waiving any provision against assignment. D2L may accept partial payments for amounts due without waiving its right to payment in full of all outstanding amounts. Annual Fees for any renewal period shall have an annual increase of 5% applied unless otherwise indicated on the applicable Order.

15. Orders. Optional Products and Services set out on an Order and any other D2L offerings not on an Order may be subject to additional terms and conditions. Optional Products may have associated support costs. Travel and per diem expenses are not included in Consulting or Training fees and per diem and actual travel costs and will be billed to Client upon completion. The number of users purchased according to an Order shall be the billable minimum number of such users for the term of such Order, and the Order is binding for the entire term unless otherwise stated.

16. Analyses. To deliver, develop, test and improve the Services required under this Agreement and provide to its clients generally, D2L may collect, store, analyze, and interpret data elements acquired by, associated with, or provided in the use of the Services ("Analysis") All individual data elements of the Analysis are property of their respective owners. All usage data related to performance or use of the Services and algorithm, computational, or cumulative results of the Analysis are wholly-owned by D2L. In the event Client wishes to access or generate Confidential



any computational or cumulative results from Client Data using certain Services with analytic capabilities, additional fees may apply for such additional Services.

17. Term and Termination. This Agreement shall commence on the earlier of the start date of the first applicable Order between Client and D2L or the date this Agreement or an Order is first signed by Client and shall continue until all Orders expire or are terminated as set out in this section ("Term") or may be terminated as specified elsewhere in this Agreement. This Agreement may be terminated by either party if the other party materially or repeatedly (which in the aggregate is material) defaults in performing its duties or obligations under this Agreement for a period of 30 days after written notice is given to the defaulting party, unless the default is cured within the 30-day period. On termination, all rights and obligations of the parties cease except as set out in this section. Client shall return all copies of documentation and other materials to D2L within 30 days of termination. D2L will delete or destroy Client Data residing on D2L networks upon termination. Prior to termination, Client may use certain export tools within the Services to allow Client to export course content materials in a standard packaged format as well as to export grades and other specific data elements in the Services. If Client requires additional support, D2L shall provide such data export services for a fee under an Order. The Confidentiality, Intellectual Property, Restrictions, Indemnification (to the extent the claim arose before the relevant Order was terminated), Liability Limitations, Payment and the General sections shall survive termination of this Agreement, regardless of the reason for the termination.

18. Renewal. Unless and until either party notifies the other of its intent to terminate or modify this Agreement at least 60 days before the end of the then-current Term, at the end of the Term, this Agreement along with any annual fees listed on any Order made under this Agreement and in effect at the end of the Term shall be extended for additional consecutive terms equal in duration to the period between the Order start date and Order end date as set out in the initial Order made under this Agreement, but in no event shall be less than one year unless otherwise agreed in writing between the parties (each, a "renewal term"). Pricing and the terms and conditions in this Agreement are commensurate with the term length, number of users and Services selected under an Order. D2L may increase the pricing and/or alter the terms of this Agreement in any renewal term if Client requests changes to the term length, number of users and/or Services selected for such renewal term.

19. General. All notices shall be in writing and delivered (a) by hand, (b) by registered mail, postage prepaid, return receipt requested, (c) reputable overnight delivery service, or (d) by email, provided that the sender retains proof of successful transmission. All notices shall be deemed effective upon receipt. Notices shall be sent to the names, addresses and numbers set out in the Order. All notices to D2L shall include a copy to Legal Department, D2L Corporation, 151 Charles Street W., Suite 400, Kitchener Ontario N2G 1H6, Canada, or, if sent by email, to Legal@D2L.com. If a party cannot perform any of its obligations under this Agreement because of natural disaster, actions of governmental bodies, strikes, lockouts, riots, pandemics or public health emergencies, acts of war, and other similar events or circumstances outside that party's control that could not be mitigated using commercially reasonable means including communication line failures, power failures, hacker attacks, existence or repair of software bug/virus/worm, fires , the party who cannot perform shall promptly notify the other in writing, and shall do everything reasonably possible to resume performance. Upon receipt of notice, and except for accrued payment-related obligations, all obligations under this Agreement are immediately suspended for as long as the circumstances exist. The parties agree to comply with all applicable laws and regulations including but not limited to any applicable privacy or data protection regulations and any applicable export control laws. Client's delays may affect D2L's ability to perform Service under an Order. If D2L is unable to perform the Services due to Client's delays, D2L shall notify Client and, if Client is unable or unwilling to remedy the delays within 30 days from notification, all fees and related charges under the Order become due and payable and D2L may immediately invoice for such fees. This Agreement is governed by the laws of Maryland, without regard to its conflict of laws principles. No party may assign, including by operation of law, its rights or obligations hereunder, except to an affiliate of or successor by operation of law to D2L, without the prior written consent of the other party, such consent not to be unreasonably withheld. No amendment, modification, termination or waiver of any provision of this Agreement is effective unless it is in writing and signed by both parties. Any waiver or consent shall be effective only in the specific instance and purpose for which it was given. Terms or conditions that Client purports to include in a purchase order or similar instrument are void and of no force and effect. If a court declares void or unenforceable any term of this Agreement, the remaining terms and provisions of this Agreement shall remain unimpaired and the invalid term shall be replaced by a valid term that comes closest to the intention underlying the invalid term. Neither party is an agent, employee, partner, joint venturer or legal representative of the other, and D2L is an independent contractor to Client. Client agrees that D2L may use Client's name and logo in D2L's marketing communications including through third parties in accordance with Client's guidelines. Client agrees to cooperate with D2L to serve as a reference account upon D2L's request. These Terms and Conditions shall supersede the provisions of an Order, unless the Order refers to the provision of the Terms and Conditions it supersedes. This Agreement contains the entire understanding between the parties with respect to its subject matter. All prior agreements, representations, inducements and negotiations, and any and all existing contracts previously executed between the parties with respect to this subject matter are superseded hereby.



Statement of Work – End User Support –Branded

Purpose of this Document

This Statement of Work ("SOW") describes the scope, deliverables, and assumptions associated with End User Support – Branded.

Solution Description

End User Support is a Support service for Learners and Educators to receive assistance in using Brightspace Product and Services through the User Interface and includes the following services.

Deliverables

1. D2L Responsibilities

D2L will assist with the supported functionality of Brightspace through the user interface for the Learner and Instructor roles including all items regarding configuring, delivering, and consuming all aspects of the Brightspace suite of products. As part of the Branded experience, D2L will act as an extension of the Client, customizing interaction greetings, phone recordings, email signatures and knowledge articles based on the Client requirements. D2L will:

- Help guide processes such as a password reset (how to reset or who to contact) upon instructions provided by Client
- Answer support questions from students and faculty on the Brightspace system
- Assist students and faculty in resolving their sign-on issues for the Brightspace system
- Provide over-flow service to the Client's Helpdesk in addition to after-hours support
- Log cases which will provide the call data that describes how and to what degree the service is being provided.
- Monitor the Client's technology environment - if a call is received by the D2L service that is beyond the scope of Brightspace support calls, the D2L team will provide guidance on redirecting users to the appropriate ITS support path
- Provide Client with case logs that describe the nature, time and duration of the interactions generated by end-users

Logistics of this SOW are as follows:

Email	<ul style="list-style-type: none">• Cases can be submitted 24x7x365• Helpdesk will respond 24x7x365
Chat	<ul style="list-style-type: none">• Branded experience, 24x7x365
Phone	<ul style="list-style-type: none">• Branded experience, 24x7x365
Service Level Objectives	<ul style="list-style-type: none">• 90% (within the time shown)<ul style="list-style-type: none">◦ Email Response: 24 hours◦ Chat Response: 60 seconds◦ Phone Response: 45 seconds◦ Initial Case Engagement: 24 hours◦ Target Resolution Time: 5 business days
Languages	<ul style="list-style-type: none">• English, Canadian French, Spanish, Brazilian Portuguese
Reporting, Metrics, and Analysis	<ul style="list-style-type: none">• Branded and Standard end user reports
End User Support Portal	<ul style="list-style-type: none">• Branded Service Portal to match Client's branding



**Support, Quality, and Case Review
Meetings**

- Monthly

2. Client Responsibilities

Client will provide the following:

- A completed workbook, identifying internal processes relevant to End User Support. This is a living document, which Client will need to regularly update when internal processes change
- Feedback and insights received from the end users for continual service improvement

Assumptions

Client acknowledges that its participation and cooperation are critical for effective completion of the project set out in this Statement of Work (SOW). The following assumptions are based on information provided by Client to D2L and have been used to develop the initial estimate for D2L's time and fees under this SOW. Deviations from these assumptions may lead to commensurate changes in the time and fees necessary to meet Client's requirements.

- Deliverables not explicitly described as in scope of this engagement are explicitly out of scope of this engagement
- Notwithstanding anything to the contrary in Client's Agreement with D2L, Client understands and agrees that portions of any customization (if applicable) or Services may be hosted, and/or may process and store data, on Amazon Web Services or such other third party hosting services as D2L may use from time to time
- Travel and related expenses are not included in scope of this SOW
- The deliverables will be produced remotely and during regular business hours unless otherwise agreed
- Deliverables will substantially conform to their documentation. Acceptance of each deliverable will be deemed (i) if Client does not issue a written notice of rejection within five (5) business days from D2L's delivery of such deliverable; or (ii) if Client uses the deliverable in production, whichever is earlier
- Client understands and agrees that D2L's ability to provide the Services and deliverables under this SOW is dependent upon the active participation of, and D2L's timely access to, the appropriate Client resources as may be required by D2L and assigned by Client during the performance of this engagement. Delays not caused by D2L that result in the need to reschedule other project deliverables and resources may result in a change request that could impact the project budget and/or schedule. If Client unreasonably and persistently delays D2L in its carrying out of the Services and/or delays the paying of invoices and does not cure such delay within 30 days from receipt of notice from D2L, all fees and related charges for the Services under this SOW will immediately become due and payable to D2L, even if such Services have not been completed by D2L, and D2L's obligations under this SOW shall terminate
- Any proposed or requested changes to requirements documents represent a project change that will be documented using a change request form that summarizes the change and project impact (in terms of scope, budget, and schedule)
- If Client provides, selects, recommends or identifies materials to D2L for inclusion in the deliverables, Client (i) grants to D2L all rights and licenses that are necessary for D2L to fulfill its obligations under this SOW; and (ii) assumes all responsibility for such materials, and holds D2L harmless if the use of such materials in the deliverables infringe a third party's intellectual property rights
- Client has the appropriate Client and user technical requirements based on the Brightspace Platform Requirements



- Except for Client Information that may be included in the deliverables, D2L shall retain sole and exclusive ownership of and all intellectual property rights in the deliverables
- Client will provide to D2L at least five (5) business days written notice prior to cancelling any scheduled consulting time (including all onsite or remote technical assistance and/or training); if Client fails to notify D2L within such five (5)-business day period, Client will forfeit the scheduled hours and D2L may, in its sole discretion, charge the Client the full amount for the scheduled consulting time, as well as any rescheduled time, and travel expenses that are not subject to refund
- Client acknowledges that the hours and related charges for this SOW represent a non-binding estimate, and Client agrees to pay for any hours actually performed by D2L if such hours are in excess of the estimate. Unless otherwise agreed in writing between the parties, Services will be invoiced in advance, and payments shall follow the requirements of the payment section of the Agreement
- Upon D2L's commencement of work under this SOW, this SOW will be deemed to be accepted in full by Client
- If D2L believes that additional hours will be required under this SOW, D2L will notify Client as soon as reasonably practicable, and will not perform any additional hours unless Client has agreed in writing to the details. For clarity, D2L is under no obligation to perform any hours in excess of the number of hours agreed to in writing by the Client
- This SOW is subject to Client's signed Agreement and Order with D2L



Statement of Work

Learning Administration Manager – Select

Purpose of this Document

This Statement of Work ("SOW") describes the scope, deliverables, and assumptions associated with the Learning Administration Manager Select package.

Solution Description

Learning Administration Manager is an administrative role that manages the Brightspace Product for Institutions. This role includes the items described under the following sections.

Deliverables

1. D2L Responsibilities

D2L will provide support for the Brightspace Products listed below:

- Brightspace Core
- Engagement Plus
- Performance Plus
- Supported Add-ons
- Integrations configured by D2L

D2L Learning Administration Manager will assist with the supported functionality of Brightspace for the below standard items:

- Meetings
 - LAM meetings – Bi-weekly
 - Ad-hoc meetings – As schedules permit
- System Administration
 - User Administration – Management of users and groups including learners, instructors, ASCs, etc.
 - Role Management – Enrolment of users into appropriate courses
 - Platform Management – Configuration of permissions and settings
- Course Collaboration
 - Org Unit Management – Course shell creation and content copying
 - Learning Activities – Provide guidance and documentation on learning tools
 - Bulk Course Administration – Bulk course copying and editing



- Product Consultation
 - Tool setup – Provide assistance with implementation of learning tools
 - Effective Practices – Provide feedback and resources on learning tool optimization
 - Reporting Tools – Provide feedback and guidance on data access
- Change Management
 - Change request tracking – Document all LAM change requests for auditing
 - Change History – Provide LAM change reports upon request

Logistics of Statement of work:

Email or Phone	<ul style="list-style-type: none">• ASC, or relevant LMS owner can contact the Learning Administration Manager Agent via email or phone between the hours of 9am – 5pm ET. Only P1/Critical items will be reviewed and worked on after hours or weekends.
Chat	<ul style="list-style-type: none">• N/A
Languages	<ul style="list-style-type: none">• English

2. Client Responsibilities

Client will provide the following:

- Client documentation identifying internal processes relevant to the Learning Administration Manager resource. This is a living document, which the Client will need to regularly update when internal processes change.
- Feedback and insights received from the end users for continual service improvement.

Assumptions

Client acknowledges that its participation and cooperation are critical for effective completion of the project set out in this Statement of Work (SOW). The following assumptions are based on information provided by Client to D2L and have been used to develop the initial estimate for D2L's time and fees under this SOW. Deviations from these assumptions may lead to commensurate changes in the time and fees necessary to meet Client's requirements.

- The Learning Administration Manager Offering in this SOW provides an average of 4 hours of support per week but can vary depending on seasonality and mutually agreed-upon deliverables between D2L and Client. Should Client require more hours of support than the aforementioned average, D2L and Client will work towards a mutually agreeable upgrade in level of support and associated cost
- The Learning Administration Manager will provide guidance on how to leverage Brightspace reporting tools. Client will be responsible for pulling data from Brightspace and creating reports based on Brightspace data



- The Learning Administration Manager will copy content between org units and provide guidance on what is technically feasible. Client will be responsible for all course and content design, building and testing
- The Learning Administration Manager is not a support resource and will not engage in support cases or provide direct support to end users
- The Learning Administration Manager will answer product questions and demonstrate effective use of Brightspace tools to their Client contacts. Client should engage the D2L Training team for formal and extensive training requirements
- Client will be responsible for managing external systems that integrate with Brightspace
- Deliverables not explicitly described as in scope of this engagement are explicitly out of scope of this engagement
- While urgent requests may arise from time to time, it is expected that change requests from the client are made with reasonable time allowing D2L to prioritize and schedule the work and allowing the client to review and approve.
- At any time, urgent requests, questions or issues can be directed to Support using the normal Support contact methods
- Notwithstanding anything to the contrary in Client's Agreement with D2L, Client understands and agrees that portions of any customization (if applicable) or Services may be hosted, and/or may process and store data, on Amazon Web Services or such other third party hosting services as D2L may use from time to time
- Travel and related expenses are not included in scope of this SOW
- The deliverables will be produced remotely and during regular business hours unless otherwise agreed
- Deliverables will substantially conform to their documentation. Acceptance of each deliverables will be deemed (i) if Client does not issue a written notice of rejection within five (5) business days from D2L's delivery of such deliverable; or (ii) if Client uses the deliverable in production, whichever is earlier
- Client understands and agrees that D2L's ability to provide the Services and deliverables under this SOW is dependent upon the active participation of, and D2L's timely access to, the appropriate Client resources as may be required by D2L and assigned by Client during the performance of this engagement. Delays not caused by D2L that result in the need to reschedule other project deliverables and resources may result in a change request that could impact the project budget and/or schedule. If Client unreasonably and persistently delays D2L in its carrying out of the Services and/or delays the paying of invoices and does not cure such delay within 30 days from receipt of notice from D2L, all fees and related charges for the Services under this SOW will immediately become due and payable to D2L, even if such Services have not been completed by D2L, and D2L's obligations under this SOW shall terminate
- Any proposed or requested changes to requirements documents represent a project change that will be documented using a change request form that summarizes the change and project impact (in terms of scope, budget, and schedule)
- If Client provides, selects, recommends or identifies materials to D2L for inclusion in the deliverables, Client (i) grants to D2L all rights and licenses that are necessary for D2L to fulfill its obligations under this SOW; and (ii) assumes all responsibility for such materials, and holds D2L harmless if the use of such materials in the deliverables infringe a third party's intellectual property rights
- Client has the appropriate Client and user technical requirements based on the Brightspace Platform Requirements
- Except for Client Information that may be included in the deliverables, D2L shall retain sole and exclusive ownership of and all intellectual property rights in the deliverables



- Client will provide to D2L at least five (5) business days written notice prior to cancelling any scheduled consulting time (including all onsite or remote technical assistance and/or training); if Client fails to notify D2L within such five (5)- business day period, Client will forfeit the scheduled hours and D2L may, in its sole discretion, charge the Client the full amount for the scheduled consulting time, as well as any rescheduled time, and travel expenses that are not subject to refund
- Client acknowledges that the hours and related charges for this SOW represent a non-binding estimate, and Client agrees to pay for any hours actually performed by D2L if such hours are in excess of the estimate. Unless otherwise agreed in writing between the parties, Services will be invoiced in advance, and payments shall follow the requirements of the payment section of the Agreement
- Upon D2L's commencement of work under this SOW, this SOW will be deemed to be accepted in full by Client
- If D2L believes that additional hours will be required under this SOW, D2L will notify Client as soon as reasonably practicable, and will not perform any additional hours unless Client has agreed in writing to the details. For clarity, D2L is under no obligation to perform any hours in excess of the number of hours agreed to in writing by the Client
- This SOW is subject to Client's signed Agreement and Order with D2L



Statement of Work – Brightspace Guided Training Premium

Solution Description

The Brightspace Guided Training Premium offering is designed to provide you access to tailored training resources when you need it and directly from your own environment. We've done the work of creating self-serve training content that will teach you key workflows for a variety of tools and features in the Brightspace platform, through a mix of instructional demos and hands-on learning activities. Let us brand and tailor a version just for your organization.

- We know that accessing self-serve training content must be easy, so we'll set up access to our training portal directly from your Learning Environment.
- We know that keeping self-serve training content up-to-date with product changes can be daunting, so we'll update the content on a quarterly basis for you.
- We know that it's important that you have visibility into usage, so we'll provide you access to content data.

Further, we know it's nice to have access to a D2L Implementation or Training expert once your implementation project is complete. So, we're including 8 Service Credits that will allow you to easily engage the right team to get the support you need.

Guided Training Content

One year of access directly from your Learning Environment to self-serve Brightspace platform training content, developed by the Brightspace Training team.

DELIVERABLES

- Through consultation (up to one hour), tailor Brightspace Guided Training content by removing topics not in use at Client's organization
- Brand Client's training portal to your look and feel based on the branding details you provide, limited to the navigation bar and homepage logo
- Provide access to Client version of Brightspace Guided Training content via navbar link, homepage widget, or course offering topic in your Learning Environment
- Update training content aligned with product updates following an established quarterly cycle
- Provide a single user login to the Training Portal with instructions for accessing content and user data

KEY ASSUMPTIONS

- Client will provide Project Management of Client responsibilities including timely approvals and delivery of material
- Client will gather all required team members for the initial consultation meeting and any subsequent meetings requiring decisions and approvals
- Client will provide branding guidelines
- D2L will install access point (navbar link, homepage widget, or course offering topic) on to the Client's Production Learning Environment
- Client's team members are familiar with the D2L Learning Environment's capabilities
- 12 months' access begins once setup is complete and will be noted in consultation workbook; setup is complete when:
 - Access to branded, tailored Brightspace Guided Training content has been delivered in Client's Learning Environment
 - Client receives login and instructions for accessing data in the Training Portal

Service Credits

To ensure you have access to the Implementation and Training support you need post-launch, we're including 8 credits that allow you to easily engage with the right team. Use your credits to select the service engagements that best fit your needs.

DELIVERABLES

- 8 credits to be used for Implementation and/or Training engagements chosen from the table below

KEY ASSUMPTIONS

- Client will choose services from the table below, equivalent to 8 credits
- D2L will partner with Client to document client choices and timing of deliverables
- Service engagements must be scheduled and completed within 12 months from Order Start Date
- Note that any portion used of a Service Engagement accounts for the entire engagement and the associated Service Credit(s) will be deemed spent

Service Engagements Table

Credits	Service Delivery Team	Service
2	Training	Webinar: Brightspace Instructor Essentials This introductory session is geared towards users who will be working in the Learning Environment to develop courses, teach / facilitate, or support instructors who use Brightspace. Administrative, Help Desk, and Technical Support staff are also encouraged to attend to gain a better understanding of how different users will be utilizing the tools. Duration: 120 min Level: Beginner Participants: No Limit
6	Training	Webinar: Immersion Series Designed to build your skills and your confidence with the Brightspace platform, this series covers the key tools and workflows for developing and teaching or facilitating courses. You'll have the opportunity to watch and learn before practicing on your own. Each webinar is 60 minutes and includes approximately 15 minutes of Q&A: <ul style="list-style-type: none">• Getting Started with Brightspace• ABC's of Content• Assess: Assignments• Assess: Discussions• Assess: Quizzes• Evaluate: Grades Duration: 6 x 60 min

	<p>Level: Beginner</p> <p>Participants: No Limit Ask Me Anything: Q&A for Admin</p> <p>If you're an LMS Administrator and you have questions about some of your tools and workflows in Brightspace, bring them to this session and ask away.</p> <p>Duration: 60 min Level: Any</p> <p>Participants: No Limit Ask Me Anything: Q&A for Instructors</p> <p>If you're an Instructor or Course Designer and you have questions about some of your tools and workflows in Brightspace, bring them to this session and ask away.</p> <p>Duration: 60 min Level: Any</p> <p>Participants: No Limit Custom Private Training</p> <p>Let us help you build a custom Private Training agenda.</p> <p>Duration: Up to 2 hours of Consultation. Plus up to 4 hours of Private Training Delivery, delivered in 2 x 2-hour sessions.</p> <p>Level: Any</p> <p>Participants: Participant maximums vary based on session agenda. However, the following are guidelines for hands-on workshop-style sessions: training on administrative tools – 8 people, training on instructor tools – 12 people</p> <p>Ask Me Anything: Technical Q&A</p> <p>If you have questions that are technical in focus (i.e., related to integrations or configurations), bring them to this session and get the answers you need.</p> <p>Duration: 60 minutes Overcoming SIS Challenges</p>
1	<p>Implementation</p>
4	<p>Implementation</p>

		<p>Looking for best practices for how to end current classes or roll over for the new semester? Wondering how to tackle error messages or what to do if data filtering is not in line with SIS setup? Then this is the session for you.</p> <p>Duration: 2 x 60-minute sessions with up to 120 minutes of offline configuration support.</p>
1	Implementation	<p>Elementary Courses Best Practices for K12</p> <p>Sample course review with best practices.</p>
1	Implementation	<p>Duration: 60 minutes</p> <p>Data Overview</p> <p>Let's talk about what data sets are best for the type of reporting you need.</p>
2	Implementation	<p>Duration: 60 minutes</p> <p>Coaching Calls</p> <p>Let us help you get started with one of the following in two sessions: 1 overview and 1 follow-up (2 credits per topic)</p> <ul style="list-style-type: none">• Section Association• Semester / Cohort Rollover• Awards and Badging• Manager Dashboard• API Introduction <p>Duration: 2 x 60-minute sessions</p>

General Assumptions

Client acknowledges that its participation and cooperation are critical for effective completion of the project set out in this Statement of Work (SOW). The following assumptions are based on information provided by Client to D2L and have been used to develop the initial estimate for D2L's time and fees under this SOW. Deviations from these assumptions may lead to commensurate changes in the time and fees necessary to meet Client's requirements.

- Unless mutually agreed at least 60 days in advance by the Client and D2L using the Change Request Process, all Services in this SOW (i) must be used within 12 months from the Order Start Day (unless and to the extent that delays during this period are caused by D2L); and (ii) may not be reallocated to other D2L professional and consulting services. For clarity, amounts paid for Services in this SOW may not be reallocated to Client's annual fees, and no refund shall be made by D2L to Client for any unused Services
- Deliverables not explicitly described as in scope of this engagement are explicitly out of scope of this engagement

- Notwithstanding anything to the contrary in Client's Agreement with D2L, Client understands and agrees that portions of any customization (if applicable) or Services may be hosted, and/or may process and store data, on Amazon Web Services or such other third party hosting services as D2L may use from time to time
- Travel and related expenses are not included in scope of this SOW
- The deliverables will be produced remotely and during regular business hours unless otherwise agreed
- Deliverables will substantially conform to their documentation. Acceptance of each deliverables will be deemed (i) if Client does not issue a written notice of rejection within five (5) business days from D2L's delivery of such deliverable; or (ii) if Client uses the deliverable in production, whichever is earlier
- Client understands and agrees that D2L's ability to provide the Services and deliverables under this SOW is dependent upon the active participation of, and D2L's timely access to, the appropriate Client resources as may be required by D2L and assigned by Client during the performance of this engagement. Delays not caused by D2L that result in the need to reschedule other project deliverables and resources may result in a change request that could impact the project budget and/or schedule. If Client unreasonably and persistently delays D2L in its carrying out of the Services and/or delays the paying of invoices and does not cure such delay within 30 days from receipt of notice from D2L, all fees and related charges for the Services under this SOW will immediately become due and payable to D2L, even if such Services have not been completed by D2L, and D2L's obligations under this SOW shall terminate
- Any proposed or requested changes to requirements documents represent a project change that will be documented using a change request form that summarizes the change and project impact (in terms of scope, budget, and schedule)
- If Client provides, selects, recommends or identifies materials to D2L for inclusion in the deliverables, Client (i) grants to D2L all rights and licenses that are necessary for D2L to fulfill its obligations under this SOW; and (ii) assumes all responsibility for such materials, and holds D2L harmless if the use of such materials in the deliverables infringe a third party's intellectual property rights
- Client has the appropriate Client and user technical requirements based on the **Brightspace Platform Requirements**
- Except for Client Information that may be included in the deliverables, D2L shall retain sole and exclusive ownership of and all intellectual property rights in the deliverables
- Client will provide to D2L at least five (5) business days written notice prior to cancelling any scheduled consulting time (including all onsite or remote technical assistance and/or training); if Client fails to notify D2L within such five (5)- business day period, Client will forfeit the scheduled hours and D2L may, in its sole discretion, charge the Client the full amount for the scheduled consulting time, as well as any rescheduled time, and travel expenses that are not subject to refund
- Client acknowledges that the hours and related charges for this SOW represent a non-binding estimate, and Client agrees to pay for any hours actually performed by D2L if such hours are in excess of the estimate. Unless otherwise agreed in writing between the parties, Services will be invoiced in advance, and payments shall follow the requirements of the payment section of the Agreement
- Upon D2L's commencement of work under this SOW, this SOW will be deemed to be accepted in full by Client
- If D2L believes that additional hours will be required under this SOW, D2L will notify Client as soon as reasonably practicable, and will not perform any additional hours unless Client has agreed in writing to the details. For clarity, D2L is under no obligation to perform any hours in excess of the number of hours agreed to in writing by the Client
- This SOW is subject to Client's signed Agreement and Order with D2L
- Unless mutually agreed at least 60 days in advance by the Client and D2L using the Change Request Process, all Services in this SOW (i) must be used within 12 months from the Order Start Date (unless and to the extent that delays during this period are caused by D2L); and (ii) may not be reallocated to other D2L professional and consulting services. For clarity, amounts paid for Services in this SOW may not be reallocated to Client's annual fees, and no refund shall be made by D2L to Client for any unused Services



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[D24] - ലൈസൻസ് ക്രിഡിറ്റ് ഫോറെസ്റ്റ് സെവിംഗ്സ് = സൈറ്റേഴ്സ് ഓഫ് വില്ലേജ്

കൊച്ചിൻ ലൈസൻസ് ക്രിഡിറ്റ് ഫോറെസ്റ്റ് സെവിംഗ്സ് = സൈറ്റേഴ്സ് ഓഫ് വില്ലേജ്.



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1.0 Description of Project

This document describes the assumptions and work efforts required to deliver a subscription-based course development service. Following consultation with Client, D2L will propose the appropriate D2L resources to address Client's needs regarding the Services described in the table below. This can be one dedicated resource (i.e., one Instructional Designer (ID) or one Courseware Developer (CD)), or both resources depending on the requirements of the Client's organization. These resources will be available on a weekly basis to complete a steady volume of work throughout a year. The anticipated output from these resources will differ depending on how the client chooses to use the hours.

D2L Services That May Be Included in this LCS Subscription

Weekly meeting with your ID or CD	<ul style="list-style-type: none">• Bi-Weekly planning meeting to determine use of hours, review progress on current projects, future planning
Course audits	<ul style="list-style-type: none">• Review of existing course content• Measure courses against established organizational standards (Quality Matters or equivalent)• Report back on recommendations for improvements
Course Design planning	<ul style="list-style-type: none">• Assess course design strategy• Provide strategic plan for course rollout design features including content, assessment, outcomes alignment, Brightspace tool usage
Maintenance on courses to fix technical errors and issues	<ul style="list-style-type: none">• Triage and address any errors in current courses• Update course content in Brightspace tools• Update content on HTML content or 3rd party tools (will require login access)
Course migration	<ul style="list-style-type: none">• Move courses from Test to Production environments• Migrate courses from other LMS
Consulting/Training	<ul style="list-style-type: none">• Provide best practices to enable your team on Accessibility, Brightspace Design, Gamification, Assessment Strategies, Development with HTML

2.0 Key Assumptions

- Dedicated resources can work up to a total of approximately 5 hours per week on the project tasks listed above, but can vary depending on seasonality and mutually agreed-upon deliverables between D2L and Client
- Client's main point of contact will be responsible for coordinating Client's weekly activities
- Deliverables not explicitly described as in scope of this engagement are explicitly out of scope of this engagement
- To plan appropriately, D2L will confirm a resource distribution at the beginning of the project, and maintain that distribution for a minimum 1-year duration



- Resource allocation is for a 1-year increment
- Hours do not roll over week over week; for clarity, if hours allocated for a particular week are not used in that week, such hours may not be re-allocated to subsequent weeks

3.0 Client Responsibilities

Client is responsible for ensuring the timely provision or completion of the following:

- Project Management for the use of available weekly hours
- Client team members who are familiar with the D2L Learning Environment's capabilities
- Client will provide appropriate login credentials to the Learning Environment so D2L can complete the required work

4.0 Project Assumptions

Client acknowledges that its participation and cooperation are critical for effective completion of the services set out in this SOW. The following assumptions are based on information provided by Client to D2L and have been used to develop the initial estimate for D2L's time and fees under this SOW. Deviations from these assumptions may lead to commensurate changes in the time and fees necessary to meet Client's requirements.

- This SOW and all Services delivered hereunder will terminate and will be deemed to have been delivered in full no later than 12 months after the first date of project kickoff
- Meetings, updates and reports will be done remotely and during regular business hours unless otherwise agreed
- Client understands and agrees that D2L's ability to provide the Services and deliverables under this SOW is dependent upon the active participation of, and D2L's timely access to, the appropriate Client resources as may be required by D2L and assigned by Client during the performance of this engagement. If Client unreasonably and persistently delays D2L in its carrying out of the Services and/or delays the paying of invoices and does not cure such delay within 30 days from receipt of notice from D2L, all fees and related charges for the Services under this SOW will immediately become due and payable to D2L, even if such Services have not been completed by D2L, and D2L's obligations under this SOW shall terminate.
- If Client provides, selects, recommends or identifies materials to D2L for inclusion in the deliverables, Client (i) grants to D2L all rights and licenses that are necessary for D2L to fulfill its obligations under this SOW; and (ii) assumes all responsibility for such materials, and holds D2L harmless if the use of such materials in the deliverables infringe a third party's intellectual property rights
- Client has the appropriate Client and user technical requirements based on the Brightspace Platform Requirements
- Except for Client Information that may be included in the deliverables, D2L shall retain sole and exclusive ownership of and all intellectual property rights in the deliverables



- Client will provide to D2L at least five (5) business days written notice prior to cancelling any scheduled consulting time (including all onsite or remote technical assistance and/or training); if Client fails to notify D2L within such five (5)-business day period, Client will forfeit the scheduled hours and D2L may, in its sole discretion, charge the Client the full amount for the scheduled consulting time, as well as any rescheduled time, and travel expenses that are not subject to refund
- Unless otherwise agreed in writing between the parties, Services will be invoiced in advance, and payments shall follow the requirements of the payment section of the Agreement
- Upon D2L's commencement of work under this SOW, this SOW will be deemed to be accepted in full by Client
- If D2L believes that additional hours will be required under this SOW, D2L will notify Client as soon as reasonably practicable, and will not perform any additional hours unless Client has agreed in writing to the details. For clarity, D2L is under no obligation to perform any hours in excess of the number of hours agreed to in writing by the Client

4.1 Out of Scope

- Travel and related expenses are not included in scope of this SOW
- Deliverables and activities not explicitly described as in scope of this SOW are explicitly out of scope of this SOW

5.0 Content Development as Assistance

The information presented in the course(s) and related materials delivered under this SOW (collectively, "Materials") is for informational purposes only and should not be construed as legal, human resources, insurance, tax or other advice for any particular issue or subject, including compliance with relevant laws. Client must consult a professional advisor that is familiar with its particular factual situation for any such advice.

The Materials provided under this SOW could include inaccuracies, and typographical and other errors. D2L makes no commitment to update the Materials. As a result, TO THE EXTENT PERMITTED BY LAW, THE MATERIALS ARE PROVIDED "AS-IS" AND WITHOUT WARRANTY, AND ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE, RELIABILITY, SUITABILITY, NON-INFRINGEMENT, TITLE AND ANY WARRANTIES RESULTING FROM CUSTOM OR USAGE OF TRADE, OR COURSE OF PERFORMANCE OR DEALING ARE HEREBY DISCLAIMED, AND CLIENT HEREBY WAIVES SUCH WARRANTIES.

PURCHASE AGREEMENT ADDENDUM

This Purchase Agreement Addendum, dated this 1st day of July 2022 ("Effective Date"), amends, is added to, and shall constitute a part of the D2L Ltd Order Form dated June 7, 2022 for Order # Q-40721, the D2L Order Terms and Conditions, the D2L Statement of Work-End User Support-Branded, D2L Statement of Work Learning Administration Manager-Select, D2L Statement of Work-Brightspace Guided Training Premium, D2L Learning and Creative Services-Statement of Work Subscription Courseware Development-Select Enablement, and any and all terms and conditions referenced or incorporated therein, (the aforementioned Order Form, Order Terms and Conditions, and their referenced or incorporated terms and conditions are hereafter referred to collectively as the "Contract") by and between D2L, Ltd., a corporation organized and existing under the laws of the State of Maryland (hereinafter referred to as "Service Provider") and the BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY, a body politic and corporate of the State of Illinois, by and on behalf of the Southern Illinois University Carbondale (identified as "Client" AND "Southern Illinois University Carbondale" in the Contract and hereinafter referred to as "University" or "SIU"). University and Service Provider may hereafter be referred to singly as a "Party" and collectively as the "Parties."

WHEREFORE, the parties further agree as follows:

1. Notwithstanding any term or condition of the Contract, the Parties covenant and agree that the following documents shall constitute the entire agreement of the parties and shall supersede and terminate any previous agreements, oral or written, concerning the subject matter thereof: (a) this Addendum; (b) the State of Illinois Contract Certifications; and (c) the Contract; (the "Contract Documents"). To the extent any provision of one of the Contract Documents conflicts with or is inconsistent with another, the provision of the Contract Document first listed in this Section shall supersede the provision of the Contract Document that follows. The Contract Documents may only be modified by a written instrument signed by the authorized representative(s) of each Party. The Terms of this Addendum may only be modified by written agreement of the Parties that specifically refers to and expressly modifies the terms or conditions herein. All terms of this Addendum shall be applicable notwithstanding any term or

condition of the Contract. Service Provider's completion and execution of the State of Illinois Contract Certifications or its successful registration at the Illinois Procurement Gateway (<https://ipg.vendorreg.com/default.asp?>) are conditions precedent to the enforceability of the Contract Documents.

2. Service Provider acknowledges and agrees (a) that University is a body politic and corporate of the State of Illinois; (b) that no term or condition of the Contract Documents is or shall be interpreted as (i) a waiver, in whole or in part, of University's sovereign immunity, or (ii) University's consent to suit; and (c) that University reserves the right to assert sovereign immunity as a defense in the event of any dispute arising out of the Contract Documents.

3. The term of the Contract Documents shall be two years commencing on July 1, 2022 and expiring on June 30, 2024. The Contract Documents may be renewed or extended only by further written instrument executed by the authorized representative (s) of each Party. Any term or condition of the Contract providing for automatic renewal or extension, including without limitation such terms or conditions stating that renewal or extension shall be automatic unless notice of termination or non-renewal/extension is provided on or before a certain date; or that the term of the agreement shall continue beyond the initial term unless first terminated, are stricken in their entirety and shall not form part of the Contract Documents. In any event, the University hereby agrees to provide written notice to Service Provider regarding its intention to either renew the Contract or allow it to terminate at least sixty (60) days prior to the end of the then-current Contract term.

4. Service Provider's continued compliance with its Financial Disclosures and Conflicts of Interest and the State of Illinois Certifications, and all other each of which are attached hereto, is a material term and condition of the Contract Documents

5. Any terms or conditions of the Contract providing that the law of any jurisdiction other than Illinois governs the Contract any section thereof or disputes arising thereunder; or that state the Contract shall be deemed entered into at any location other than within the State of Illinois are stricken in their entirety and shall not form part of the Contract Documents. The Contract Documents and any dispute

arising thereunder shall be governed by, and construed according to, the laws of the State of Illinois, without reference to its conflict of law provisions.

6. Any terms or conditions of the Contract that provide for or stipulate jurisdiction and/or venue in a court outside the State of Illinois, consent to such jurisdiction or venue, and/or that are inconsistent with Illinois law are stricken and shall not form part of the Contract Documents. Any and all claims against University arising from the Contract Documents are subject to the Illinois Court of Claims Act.

7. Any and all terms or conditions of the Contract mandating arbitration, mediation or any other form of alternative dispute resolution as a method of resolving disputes between the Parties or mandating that disputes shall be resolved according to the rules of any arbitration or mediation organization, are stricken and shall not form part of the Contract Documents.

8. University's obligations pursuant to any non-disclosure, confidentiality or other such term or condition, shall be subject to and superseded by University's obligations under applicable law, including without limitation the Illinois Freedom of Information Act. The Parties expressly acknowledge and agree that the Contract Documents are "public records" as defined by the Illinois Freedom of Information Act and further agree that any term or condition of the Contract providing that the Contract Documents are confidential are stricken and shall not form part of the Contract Documents. If a request under the Illinois Freedom of Information Act is made to the University regarding disclosure of the Contract Documents, the University agrees to (i) provide timely notification to Service Provider of such request; and (ii) allow Service Provider the reasonable opportunity to propose redactions to the Contract Documents to the extent permitted by the Illinois Freedom of Information Act.

9. The Parties acknowledge and agree that all University payment obligations pursuant to the Contract Documents shall be governed by and construed according to the Illinois State Prompt Payment Act and that any terms or conditions of the Contract inconsistent or in conflict with the Illinois State Prompt Payment Act shall be superseded thereby to the fullest extent of such conflict or inconsistency.

10. Any and all indemnification or hold harmless obligations and any and all obligations to pay attorneys' fees or costs of litigation imposed on the University by the Contract are limited to the extent permitted by Illinois law and not inconsistent with the doctrine of sovereign immunity. University shall have no obligation to indemnify Service Provider for any actions, suits, claims, liability, or costs to the extent such matters arise from the actions or omissions of the Service Provider and further shall have no obligation to "defend" Service Provider. Under no circumstances shall University's total obligation pursuant to any indemnification or hold harmless provision exceed the limits of its liability under Illinois law had the claim giving rise to such obligation been brought directly against University.

11. In addition to any other termination rights afforded the University by the Contract Documents, the Contract Documents are subject to termination by University as follows: (a) immediately upon written notice in any year for which the Illinois General Assembly fails to make an appropriation or sufficient appropriation to the University to make payments under the terms of the Contract Documents; and (b) upon Service Provider's failure to cure in all material respects a material breach of the Contract Documents within 30 days of University's written notice thereof. If the Contract is terminated for any reason other than Service Provider's uncured material breach as set out in 11(b) above, any prepaid amounts made by the University shall not be subject to refund, whether pro rata or otherwise,

12. To the extent any term or condition of the Contract requires University to name Service Provider as an additional insured on any policy or program of insurance or provide a waiver of subrogation rights the term or condition is stricken.

13. Intentionally Omitted

14. Service Provider shall identify any and all known subcontractors with a subcontract having an annual value in excess of \$50,000 and pursuant to which the subcontractor provides some or all of the services to be provided pursuant to the Contract Documents by providing the following information for each such subcontractor: (a) Full legal name of subcontractor; (b) full address and phone number of subcontractor; (c) a description of the general type of work the subcontractor will perform; and (d) the expected amount of money the subcontractor will receive pursuant to the Contract Documents.

If at any time during the term of the Contract Documents Service Provider adds or changes any subcontractors meeting the above specified requirements, Service Provider shall promptly notify SIU in writing of such change or addition and provide the information for that subcontractor as specified above. The aforementioned notification to be provided to SIU pursuant to this Section shall, upon acceptance by SIU, be incorporated into this instrument by reference as though fully stated herein. Each and every subcontractor utilized pursuant to the Contract Documents shall be subject to the State Contract Certifications referred to in Section 1(b) herein. As used in this Section, the term "subcontractor" means a person or entity that *enters* into a contractual agreement with a total value of \$50,000 or more with a person or entity who *has or is seeking* a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract. Notwithstanding the foregoing definition of "subcontractor," a person or entity is not a "subcontractor" if that person only provides supplies that are incidental to the performance of the Contract Documents. As used herein the term "services" means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports or supplies that are incidental to the required performance. As used herein the term "supplies" shall mean all personal property, including, but not limited to, equipment, materials, printing, and insurance and the financing of those supplies that can be procured regularly or are available on the commercial market.

15. In the event the implementation of the terms and conditions of the Contract Documents requires or results in the University's disclosure of "Personally Identifiable Information" from "Education Records," Service Provider agrees that it shall comply with the Family Educational Rights & Privacy Act (20 U.S.C. 1232g) and its implementing regulations (34 C.F.R. Part 99) which said Act and regulations shall hereinafter be referred to as FERPA. Accordingly Service Provider agrees as follows: (a) that should Service Provider receive from University Personally Identifiable information from Education Records it shall not release that information to any other party without the prior, written consent of the eligible student(s) identified in the records or as otherwise expressly permitted by FERPA; and (b) that Service

Provider shall strictly limit its use of such information to the purpose for which the disclosure was made. As used herein the terms "Personally Identifiable Information" and "Education Records" have the meaning ascribed to them in 34 CFR § 99.3.

16. Service Provider shall maintain, for a minimum of 3 years after expiration or termination of the Contract Documents adequate books, records and supporting documents to verify the amounts, recipients, and uses of all disbursement of funds passing pursuant to the Contract Documents; the Contract Documents, and all books, records, and supporting documents related thereto, shall be made available for review and audit by the Illinois Auditor General, chief Procurement officer, internal auditor, and University; and Service Provider agrees to cooperate fully with any such audit and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the University for recovery of any funds paid by the University under the Contract Documents for which adequate books, records and supporting documentation are not available to support their purported disbursement.

17. Any and all assignments or novations of the Contract Documents are subject to the prior written consent of the State of Illinois Chief Procurement Officer for Higher Education or the State Procurement Officer; provided however that Service Provider may assign money receivable under the Contract Documents upon prior written notice to University. Any assignment or novation in violation of this section shall be null and void.

18. Intentionally Omitted

19. Service Provider certifies to University that Service Provider is fully qualified to perform in conformance with the Contract Documents and that it will do so in accordance with all applicable laws, certifications, orders, rules, and regulations. The Equal Employment Opportunity Clause set forth in Appendix A of Title 44 Illinois Administrative Code Section 750 is incorporated by reference as though fully set forth herein.

20. Each person signing this Addendum represents and warrants that he or she is authorized to sign on behalf of and to bind the party on whose behalf he or she is signing.

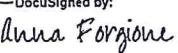
IN WITNESS WHEREOF, each Party hereto has executed this instrument by its duly authorized representatives as of the date first above written.

BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS UNIVERSITY



Susan Zamora, Director, Procurement Services
Southern Illinois University Carbondale

SERVICE PROVIDER

DocuSigned by:

9288898788984...

Signature

Anna Forgione

Printed Name

Chief Legal Officer and Corporate Secretary

Title

SIU Approved as to Legal Form

Douglas J
Mc Carty

Digitally signed by
Douglas J Mc Carty
Date: 2022.06.28
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