# D2L
DESIRE2LEARN

# Order Form

| | | | |
|---|---|---|---|
| **ORDER#** | Q-15482 | **D2L Ltd.** | |
| **ORDER DATE** | July 22, 2019 | 210 West Pennsylvania Avenue, Suite 400A | |
| **OFFER EXPIRATION DATE** | July 31, 2019 | Towson, MD 21204 | |

**CLIENT**

Michigan State University ("Client")
840 Services Road
East Lansing, Michigan 48824-1046
US

| | | | |
|---|---|---|---|
| **ORDER START DATE** | July 22, 2019 | **ORDER END DATE** | August 21, 2019 |
| **CURRENCY** | U.S. Dollar | | |

# Pricing Summary

| ITEM |
|---|

# Pricing Details

Services provided to Bisk include the following:
- o Subscription Training – up to 25 licenses
- o Private Training – 2.5 days
- o Extensibility Training – 2 days
- o Creative Services Consulting Workshops – 3 Days
- o Custom Services Engagement
- Deployable Deliverables:
  - o One sample blueprint course, containing up to 6 modules
  - o Interactive Assessment Tools
  - o Up to 10 Interactive Assessment activities developed/re-developed as part of blueprint course
  - o Three homepage widgets from standard catalog

**SPECIAL TERMS AND CONDITIONS**

1.   Client is aware that Bisk Education Inc. ("Bisk") is developing Services for installation on Client's Brightspace environment, under a separate order form between D2L and Bisk.
2.   Client is not financially obligated to D2L for any services developed or provided to Client by Bisk.
3.   For subscription training specifically, if Client's relationship with Bisk terminates, Client may enter into a separate Order with D2L for such subscription training, if Client would like continued access to the subscription training service; Client may continue to access and use all other deployment deliverables at no additional cost.
4. SOW's provided are for Client reference only and are not binding to MSU

This Order Form between D2L and Client is governed by the terms of the existing executed agreement between the Parties ("Agreement"), and may be accepted as a binding agreement under the Agreement provided that (a) it is signed and returned, or (b) a valid Purchase Order ("PO") referencing D2L's Order # above is provided. 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.

To accept this Order Form, sign here: ████████████████

Print Name: Janice Croswhite

Date: July 25, 2019

Michigan Satate University
Senior Purchasing Agent

# Statement of Work – Creative Services Consulting

## Solution Description

D2L will provide consulting sessions with our Instructional Designers, Graphic Designers, Multimedia and/or Courseware Developers to help clients enhance their courses.  Clients can choose two options from a menu of pre-defined sessions.  Each session lasts three (3) hours. Sessions may cover subjects such as course development best practices to accessibility expertise; from results-driven content creation to engagement focused graphic design.

## Deliverables

Specific deliverables include:

- Two, 3-hour workshops with a D2L Creative Services consultant.

## Acceptance Criteria

Acceptance will be deemed complete when:

- Consulting sessions have been delivered.

## Assumptions

- Consulting sessions can include a maximum of 12 Client participants
- Client participants must have basic familiarity with Brightspace tools.  Any product training required to implement recommendations will be provided as a separate engagement and is out of scope of this Statement of Work (SOW).
- D2L will provide an online conferencing link in advance of the session.  D2L's consultant will use audio conferencing and screen sharing.  During the session, participants will need access to a computer with audio and video capabilities, as well as Brightspace access.
- The two sessions to be delivered under this SOW must be scheduled no later than 90 days from the date of signature on the Order attached to this SOW.
- Clients will provide D2L with access to a representative sample set of Client courses
- Travel and related expenses are not included in scope of this SOW
- The workshops will be conducted 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.  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

The information presented in the Services delivered under this SOW 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.

## STANDARD CONSULTING TOPICS

Client may select any two of the following topics:

### Instructional Design Essentials: From Ideation to Education

**Audience:**

Subject matter experts, course owners, and anyone interested in creating course content

**Description:**

Discover how to build an effective course that aligns your organizational goals, learning objectives, and assessment strategies. We'll walk through the course creation process, and discuss best practices for organizing, evaluating, and integrating a range of resources in the Brightspace environment.

**Requirements:**

Attending the Brightspace Learning Environment training before this session is recommended.

**Focus Areas:**

- Crafting effective learning outcomes
- Planning an outcomes-driven assessment strategy
- Taking advantage of online opportunities to improve content
- Integrating tools, activities, and resources

### Course Development Essentials: From Prototyping to Publishing

**Audience:**

Instructional Designers/Course or Web Developers, familiar and trained in the use of the Brightspace Learning Environment. Knowledge of Web Development and HTML/CSS/JavaScript beneficial but not essential

**Description:**

In this session, you will learn about building awesome courses in Brightspace. As well as learning the key elements of course development, you will have the opportunity to get hands-on experience building courses with the Brightspace Content Tool and HTML Templates.

**Requirements:**

Some knowledge of Web development and HTML/CSS/JavaScript would be beneficial but is not essential. Attending the Brightspace Learning Environment training before this session is recommended.

**Focus Areas:**

- The key stages of course development and how they contribute to the successful creation of a course
- Working with HTML templates in the Brightspace Learning Environment
- Building Inline Interactives for your course and using third party tools and services
- In-course development
- Overview of challenges and opportunities for innovation during course development

## Graphic Design Essentials for Brightspace

**Audience:**

Designers or aspiring Designers, Web Designers/Course Developers and anyone interested in enhancing their courses

**Description:**

The all-encompassing Design Essentials course allows participants to flex their creative muscles through this theoretical and hands-on session. Learn about the design principles needed to deliver a successful, visually designed course. Participants will learn about Brightspace branding opportunities, typography, designing for accessibility and more.

**Requirements:**

Attending the Brightspace Learning Environment training before this session is recommended.

**Focus Areas:**

- Establishing your visual course brand
- Successful design principles
- Design Thinking and strategy
- Designing for Daylight

## Homepage and Custom Widget Design

**Audience:**

Course Developers

**Description:**

The homepage is the entry point to your course, which is why it is so important! This session will focus on exploring different types of homepage designs and widgets. Learn how to improve your homepage by adding a combination of system and custom widgets to create an engaging first impression. Learn new techniques for creating custom widgets and bringing them into your homepage experience.

**Requirements:**

Knowledge of web development and HTML/CSS/JavaScript. Attending the Brightspace Learning Environment training before this session is recommended.

**Focus Areas:**

- Assessing homepage designs
- Using system widgets effectively
- Designing a course homepage
- Developing a custom widget

## Accessibility Basic Essentials

**Audience:**

Anyone interested in web accessibility

**Description:**

This session will help you build a personal knowledge base in web accessibility and discover simple techniques you can use to help make your Brightspace content meet standards for accessible design and development.

**Requirements:**

Attending the Brightspace Learning Environment training before this session is recommended.

**Focus Areas:**

- Demonstrate how different types of disabilities impact the learners
- Understand basic legal requirements and international standards
- Introduce Accessibility Evaluation tools
- Learn how to use Brightspace to help create accessible content topics

## Accessibility Advanced Essentials

**Audience:**

Designers, Developers, Quality Assurance Specialists or anyone interested in gaining a deeper understand of web accessibility

**Description:**

This course will build on what you learned in Accessibility Basic Essentials. You will gain hands-on experience learning how to create accessible Brightspace content. You will come away with the tools and resources you need to evaluate your site to help meet Web Content Accessibility Guidelines (WCAG) 2.0 guidelines and explore advanced accessibility techniques.

**Requirements:**

A basic understanding of HTML is recommended and knowledge of topics covered in Accessibility Basic Essentials. Attending the Brightspace Learning Environment training before this session is recommended.

**Focus Areas:**

- Review web accessibility and experience Assistive Technologies
- Practice Accessibility Evaluation tools and explain Accessibility checklist
- Understand semantic HTML and explore focusable elements
- Hands on practice of making accessible content topics

## Gamification

**Audience:**

This session is applicable to all Brightspace clients interested in driving engagement through the incorporation of gamification and/or game-based learning. Clients do NOT need to have access to Adventure Pack tools (Interactive Self-Assessment Tools, GBL, and Storybuilder) in order to benefit from this session

**Description:**

The idea that learning is strict serious business is quickly fading—as is the perception of a typical gamer being a lazy good-for-nothing kid. With millennials quickly taking over the work force in an increasingly virtual and gamified world, your learners are hungry for educational experiences that are more engaging and relevant. Enter gamification and game-based learning. In this 3-hour session, you will learn some essential tenets of game design and gamer psychology. You will also learn

how to leverage some of your favourite Brightspace tools to create exciting game mechanics within your own courses and programs.

**Requirements:**

Attending the Brightspace Learning Environment training before this session is recommended.

**Focus Areas:**

- Understand the difference between gamification and game-based learning
- Learn about reasons to gamify a course
- Mechanics of a game-based learning
- Understand the types of learners that benefit from gamed-based learning

# Statement of Work – Brightspace Extensibility Training

## Solution Description

The D2L Services team will deliver a one day virtual online training session to introduce integration and extensibility points such as Brightspace APIs, Remote Plugins and LTI to Clients. This training session can also be provided onsite, however, travel and related expenses are not included in the scope of this Statement of Work and will be billed separately.

The target audience for this training is technical staff. It will be technical in nature with a brief product level overview as required.

## Training Agenda and D2L's Responsibilities

The following are topics to be covered during this training session. Please note that the team delivering this training is flexible enough to adjust the agenda to provide the most value to the team consuming the information.

Brightspace Application APIs, and Integration Options:

> Brightspace API Overview - What is it? - 1 hour
>
> Brightspace API Resource Overview - Where to find documentation, SDKs, samples and support
>
> Brightspace Application APIs and Integration Options
> - Extensibility Management
> - Remote Plugins
> - Custom Widgets
> - LTI
>
> LTI - overview - 1 hour
> - How to configure LTI tool
> - How to create a reference to an LTI tool
> - How to configure a launch URL in an external tool to launch it from within a 'widget' in a Brightspace course homepage
> - IMS Configurations – Mapping LTI roles to IMS Roles
> - LTI Parameters and Parameter configurations
> - LTI Authentication Code review - Java
>
> Example code overview - Custom Chat Application - Code level overview of sample application – 3-4 hours
> - LTI implementation
> - Remote Plugin Implementation
> - Brightspace API Integration
> - Case Study discussion to help design a solution for an instructor enrollment tool.
> - General Q&A
> - Hands on code creation (as time permits and where there is value)
>
> In addition to the topics covered above, the D2L team will deliver:
> - The Sample Application
> - Links to covered material

- Presentation Slides

## Acceptance Criteria

As a developer, I understand the topics in the agenda and have a sense of how I can develop various applications to integrate with Brightspace.

## Assumptions

Client acknowledges that its participation and cooperation are critical for effective completion of the project 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 current level of time and fees under this SOW. Deviations from these assumptions may lead to commensurate changes in the level of time and fees necessary to meet Client's requirements.

- No code review or debugging will take place by D2L.
- Deliverables not explicitly described as in scope of this engagement are explicitly out of scope of this engagement
- The products that comprise the Brightspace Core package will be delivered as selected by Client as part of the same implementation project; if Client decides not to have D2L implement one or more of the items included in the Brightspace Core package during the initial implementation of the Service, fees may apply if Client elects to have D2L implement them thereafter
- 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 – Private Training

## Solution Description

A D2L trainer or subject matter expert will deliver a Brightspace product training session. These sessions can be delivered virtually or in-person (at Client's site or at a D2L location).

## D2L's Responsibilities

D2L will:

- Provide a standard training agenda and opportunity for consultation
- Create courses for participants to use during training
- Provide a laptop for the D2L trainer for session(s) delivered at Client's site
- Provide technologies and logistics for audio conferencing and screen sharing technologies for those sessions that are delivered virtually
- Provide a room for sessions delivered at a D2L location, as well as a laptop for the D2L trainer

## Client's Responsibilities

Client will:

- Provide a point of contact to arrange session details
- Confirm training agenda at least five business days prior to training delivery
- Provide names and email addresses of each participant in advance
- Communicate training date and logistics to all participants
- Ensure each participant has a laptop for sessions delivered at a D2L location
- Provide the following for sessions delivered at the Client's site:
  - o Room or computer lab, including address of building and room name/number
  - o Laptop or computer for each participant
  - o Projector
  - o Internet access for participants and D2L (wired is preferred)

## Acceptance Criteria

Acceptance is deemed to have occurred once the training session as per the agreed agenda has been completed.

## Assumptions

- Participant maximums: training on administrative tools – 8 people, training on instructor tools – 12 people
- During training delivery, all participants will attend virtually or in-person (not combined)
- Recording of training delivery in any manner other than handwritten notes is not permitted
- Users will have equipment and software that passes the D2L systems check
- In-person training requires a minimum of two consecutive days
- Duration of instruction delivery: full day = 6 hours, half day = 3 hours
- Training is on Brightspace products only
- Training days must be scheduled and completed within 12 months of purchase
- All training available in English, some training available in Spanish, Brazilian Portuguese, Canadian French
- Notwithstanding anything to the contrary in Client's Agreement with D2L, Client understands and agrees that portions of any training (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
- 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
- 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

# D2L Learning and Creative Services – Statement of Work

*BISK Education – Course Development Support and Enablement*

*2018-10-31*

**CONFIDENTIAL**

# Table of Contents

# 1.0 What is Contained in this Document?

This document describes the project deliverables, roles and responsibilities, process, and assumptions made prior to project kickoff. This document is expected to be used by both the Client and D2L during the various phases of project planning and development.

# 2.0 Description of Project

The focus of this project is on enabling Bisk Education's team to make full use of Brightspace tools and capabilities, and on sharing best practices for building courses in Brightspace.  Working collaboratively with Bisk's Instructional Designers and Course Developers, D2L's Learning and Creative Services team will:

1. Create a "Brightspace Best Practices" course blueprint that includes page designs and assessment placeholders.  This sample/template course could be copied and serve as the foundation for quickly building a brand-new Brightspace course.  This will allow course builders to quickly and easily develop HTML content pages, as well as assessments and activities using Brightspace platform tools.

   This work stream will include:

   - Design and development of up to 6 HTML page layouts with sample text and embedded directions for editing.

   - Creation of sample assessments (Quizzes, Dropbox folders, Discussions) with exemplar text and embedded directions.

   - In the process of developing the sample course module, we will work side by side with Bisk's team to receive design input, approvals, etc.  However, we will also allocate time for 2 formal knowledge transfer sessions with Bisk's team.  In one of these sessions we will walk through best practices for the use of additional Brightspace tools (such as release conditions, Intelligent Agents, or Awards) that Bisk's team may not be using currently.  The focus of these sessions can be determined by mutual agreement beforehand.  We can also allocate time for a Q&A session that will address any remaining questions or issues related to course development in Brightspace.

2. Deploy D2L's Interactive Assessment Tool templates (IATs).  The intention of this is to enhance the consistency, mobile responsiveness, and appearance of interactive knowledge check activities.  The IATs are development tools created by D2L's Learning and Creative Services team to create interactive, drag and drop activities.  Activities can be developed within Brightspace course, styled so that they are visually consistent with other course elements, and are responsive on mobile devices.  Activities can be created as their own content topics, or embedded within other Brightspace content pages so that learners do not need to navigate to external servers.

These activities are not tracked and will not report to the gradebook and are used to increase engagement and acquisition of learning objectives. Examples of these tools include hotspots, drag and drops, inline quizzing, sequencing, and multi-select tools. In this work stream, D2L's Learning and Creative Services team will

- Deploy the Interactive Assessment tools

- Provide hands-on consulting to walk through the creation of different activity types using the IATs.

- Rebuild existing interactives in one course using D2L's IATs (up to 10 IATs)

3. Develop a re-useable course homepage

D2L will deploy a Learning and Creative Services Homepage Widget Expansion Pack, which includes 3 of our standard homepage widgets.  These widgets are standard solutions, but are not part of the Brightspace core platform.  Their intention is to provide enhanced options for course navigation and personalization beyond what is possible with out of the box system widgets.

## 2.1    Deliverables

- One sample course blueprint, containing up to 6 modules (as described in section 2.0).

- Interactive Assessment Tools have been deployed.

- Up to 10 Interactive Assessment activities have been developed (or re-developed) using D2L's IATs.

- Three homepage widgets from our standard catalogue have been implemented.

## 2.2    Key Assumptions

- Estimated scope of work for the development of the course blueprint is based upon size and structure of the HCM809 course supplied for review.
    - 6 modules, with one an average of one quiz, one discussion, one Dropbox assignment per module
    - 2-3 content pages per module
- We will develop up to 10 activities using D2L's Interactive Assessment Tools.  Activities can be developed using our standard templates and will not require the development of a custom activity type.
- Homepage widgets included in scope are to be chosen from our standard menu of offerings. Available configuration options will be described in the documentation provided for each widget. Other features or functionality are customizations and not considered in the current scope.
- This scope of work does not specifically include the flexible 'bucket' of hours, which has been accounted for separately to reflect the fact that it can be used to account for Learning and Creative Services projects, or other work from D2L (not necessarily from the LCS team).

## 3.0 D2L Responsibilities

D2L will execute the required work effort as described in Section 2.0. This will include the following services:

### 3.1 Project Management

D2L's Project Manager will provide regular updates about progress and resource availability throughout the term of the work. The team will participate in regular status meetings.

### 3.2 Deployment

D2L will provide consulting, configuration, recommendations, and other work effort as described in the proposed project plan.

### 3.3 Warranty – Basic Package

Solutions created by D2L Creative Services team and accepted by the Client are warrantied against stoppages and failures for 90 days after final project sign off. The warranty is conditional as long as the Solution, asset, and code has not been modified, revised, or changed in any manner. Once identified, D2L will determine the issue and how to troubleshoot a solution based on these included options in this warranty package:

- Product changes resulting in errors in Client Solution
- Valence Issues
- D2L configuration variables tool that affects the solution built by D2L

Note: D2L Support will engage with the Client for any additional support needed.

## 4.0 Client Responsibilities

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

- Client will provide all content in digital format at the start of the project
- Client will provide consistent access to Subject Matter Experts to assist with content creation, and confirmation of materials
- The Client will gather all required team members for kickoff and any subsequent meetings requiring decisions and approvals
- Project Management of client responsibilities including timely approvals and delivery of material
- Client will provide consolidated feedback on design and development Deliverables
- Client's team members 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

## 5.0 Project Change, Decision, and Approval Requests

### 5.1 Change Requests

Scope changes and/or additions requested by the Client (i.e. that are not documented in this SOW) will be managed by following the Change Request process:

1. The D2L project manager will gather the Client requirements summary
    a. D2L and the Client subject matter experts will be engaged as required for requirements refinement
2. A change request form is created by the D2L project manager, which documents:
    a. The scope of the change
    b. The impact of the change (on schedule and cost)
3. Once D2L provides the change request to the Client for approval, the Client will respond within five (5) business days, or the change request will be deemed not accepted.
4. If the Client rejects the change request, no further activities will follow and the Client shall not be obligated to pay any additional fee or other amount in connection with such change request.
5. If the Client accepts the change, the Client will approve and sign the change request.
6. D2L similarly signs the change request and it becomes fully executed.
7. The change, as documented, is then incorporated into the project plan with corresponding invoice(s).

### 5.2 Decision Requests

Decisions which do not affect scope and/or do not constitute a Change Request will be managed by following the process:

1. A decision request form is created by the D2L project manager, which documents:
    a. The impact of the decision
    b. The amendments required for Deliverables, timetable and/or payment terms.
2. The decision request is provided to the Client for approval who will respond within five (5) business days, or the decision request will be deemed not accepted.
3. If the Client rejects the decision request, no further activities will follow
4. If the Client accepts the change, the Client will approve and sign the decision request.
5. D2L similarly signs the decision request and it becomes fully executed.
6. The D2L project manager will include the decision request into the project plan.

### 5.3 Other Approval Requests

The Client project manager is responsible for communicating approvals to the D2L project manager within five (5) business days of request (unless mutually agreed otherwise).

## 6.0  General Assumptions

Client acknowledges that its participation and cooperation are critical for effective completion of the project 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.

- 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

## 7.0 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.

# Statement of Work – Subscription Training

## Solution Description

Unlimited enrollments from Client's instiution in live virtual training and on-demand recorded training targeted at system administrators and users who build course content and/or deliver courses.

## D2L's Responsibilities

D2L will:

- Provide a registration system for live virtual training and on-demand recorded training
- Configure D2L's registration system with the Client's email domain which will allow users with that domain in their email address to register for subscription training
- Post a schedule for live virtual training sessions
- Maintain the content in the on-demand recorded training aligned with product updates

## Client's Responsibilities

Client will:

- Provide a point of contact to arrange session details
- Ensure all users who require access have an email that contains the Client's domain
- Communicate access and registration logistics to their users
- Provide a course or environment for their users to use in conjunction with subscription training (while this is not strictly required, it is strongly recommended)

## Acceptance Criteria

Acceptance is deemed to have occurred once D2L notifies Client that Client's email domain has been configured and their users can register.

## Assumptions

- Registration for subscription training will result in an account also being created in **Brightspace Community**
- Recording and distribution of D2L training in any manner other than handwritten notes is not permitted
- Users will have equipment and software that passes the D2L systems check
- Training is on Brightspace products and services only
- All training will be delivered in English
- Notwithstanding anything to the contrary in Client's Agreement with D2L, Client understands and agrees that portions of any training (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
- The deliverables will be produced remotely and during regular business hours
- 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

- 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
- 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
- This SOW is subject to Client's signed Agreement and Order with D2L