



EXECUTIVE SUMMARY

Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Dr. Donald Astrab exercised the authority delegated by the Board to execute the PO (non-standard agreement) with Simple Systems Group LLC DBA Simple Syllabus for a syllabus management software utilizing the bid waiver (information technology). Fiscal Impact: Estimated \$30,600.00 spent over one year.

Presenter(s): Jamonica Rolle, Vice Provost, Academic Affairs

What is the purpose of this contract and why is it needed? Simple Syllabus is a syllabus management software that allows the College to develop and implement consistent syllabus templates across academic disciplines, post syllabi publicly to help inform student course selection and curriculum transparency, and, more importantly, maintain compliance with Florida Senate Bill 7044 (SB7044) for syllabus archival and reporting purposes. SB7044 stipulates that General Education Core course syllabi must be searchable and posted publicly at least 45 days prior to the start of a semester. For general compliance and consistency of the student experience, Broward College will utilize Simple Syllabus to post syllabi for all courses collegewide.

What procurement process or bid waiver was used and why?

The College used the exemption provided for the IT Bid Waiver in accordance with the Florida Administrative Code FL DOE 6A-14.0734(2)(g) and College Procedure A6Hx2-6.34 which cites the following exception to the requirement to solicit competitive offers:

"Information technology resources defined as all forms of technology used to create, process, store, transmit, exchange and use information in various forms of voice, video and data, and shall also include the personnel costs and contracts that provide direct information technology support consistent with each individual college's information technology plan."

The area of focus within the College's Information Technology Plan is Full Multimodal Learning.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?

Yes.

What fund, cost center and line item(s) were used? The fund used is FD100. The cost center used is CC0495. Budget line used is 64500.

Has Broward College used this vendor before for these products or services? Yes.

Was the product or service acceptable in the past? Yes.

Was there a return on investment anticipated when entering this contract? Yes, the use of a reliable syllabus management software helps the College remain compliant with Senate Bill 7044, specifically by hosting a publicly accessible syllabus repository. This software also helps increase productivity and streamline the College's processes.

Was that return on investment not met, met, or exceeded and how? Not applicable.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? This is aligned with the Social Enterprise tactic to empower student development by providing students with a customized learning experience that responds to the distinct needs of students and the community.

Did the vendor amend Broward College’s legal terms and conditions [to be answered by the Legal Office] if the College’s standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: Estimated at \$30,600.00 from BU040, CC0495, FD100, PG000168

04/16/24	CC0495 · Online Campus/E-Learning	(\$30,600.00)
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Jeffrey Nasse































Jeffrey Nasse, Provost and SVP of Academic Affairs 3/18/2024

APPROVAL PATH: 11978 Simple Systems Group LLC DBA Simple Syllabus

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date /	Status	
1	Priscilla Suarez	Dean Review		 Completed	
2	Jamonica Rolle	Vice Provost Review		 Completed	
3	Jeffrey Nasse	Provost and SVP of Academic Affair		 Completed	
4	Alina Gonzalez	Review		 Completed	
5	Raj Mettai	Review		 Completed	
6	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
7	Zaida Riollano	Procurement Approval		 Completed	
8	Christine Sims	Budget Departmental Review		 Completed	
9	Rabia Azhar	CFO Review		 Completed	
10	Legal Services Review Group	Review and Approval for Form and		 Completed	
11	Electronic Signature(s)	Signatures obtained via DocuSig 		 Completed	
12	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
13	Board Clerk	Agenda Preparation		 Completed	
14	District Board of Trustees	Meeting	08/20/24 08:30 AM	 Pending	



SAAS SERVICES ORDER FORM

Customer: Broward College

Contact: Priscilla Suarez

Address: 111 E Las Olas Blvd, Fort Lauderdale, FL 33301, USA

Phone: (954) 802-7421

Email: psuarez2@broward.edu

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

Services Fees: \$30,600 per year based on twelve month FTE student enrollment of 27449, payable in advance, subject to the terms of Section 4 herein.

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

Service Capacity:

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

Implementation Fee (one-time): \$ 7500

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

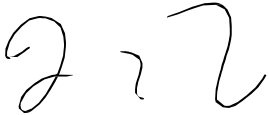


SAAS SERVICES AGREEMENT

This SaaS Services Agreement (“Agreement”) is entered into on this 15th day of May, 2024, but shall come into full force and effect upon signature from both parties (the “Effective Date”), between Simple Systems Group, LLC with a place of business at 2502 N Rocky Point Dr, Ste 960, Tampa FL 33607 (“Company”), and the Customer listed above (“Customer”). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and the Broward College Supplemental Addendum – Software and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Simple Systems Group, LLC

Broward College



DocuSigned by:
Donald Astrab
6DD41D98CFDA4F4...

Date: 5/15/2024

Date: 6/4/2024

Frank W. Miller
Chief Executive Officer

Donald Astrab
Interim President

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

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

2. RESTRICTIONS AND RESPONSIBILITIES

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



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

- 2.2. Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are “commercial items” and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.
- 2.3. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company’s standard published policies then in effect (the “Policy”) and all applicable laws and regulations. Although Company has no obligation to monitor Customer’s use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.
- 2.4. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer’s knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

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



- Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.
- 3.2. Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.
 - 3.3. Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

- 4.1. Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company sixty (60) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.
- 4.2. Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

5. TERM AND TERMINATION

- 5.1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.
- 5.2. In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice, if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the



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

6. WARRANTY AND DISCLAIMER

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

7. INDEMNITY

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

8. LIMITATION OF LIABILITY

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



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

9. MISCELLANEOUS

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

EXHIBIT A **The Services**

SIMPLE CONTROL PANEL

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

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



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

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

FACULTY DASHBOARD

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

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

PUBLISHER

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

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



- Automatic approvals route submitted syllabi to proper stakeholders

SYLLABUS LIBRARY

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

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

STUDENT PORTAL

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

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

DATA HUB

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

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



EXHIBIT B

Statement of Work

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

The project will be organized around three concurrent pathways: Build Out, Training, and Technical. Your project is expected to be 12 to 16-weeks in duration.

BUILD OUT PATHWAY

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

Pathway Objectives

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

Name	Price	QTY	Subtotal
Project Management	\$100.00	10	\$1,000.00
Consulting Sessions	\$100.00	8	\$800.00
Data Transition & Configuration	\$50.00	21	\$1,050.00
Quality Assurance	\$50.00	9	\$450.00

Total **\$3,300.00**

TRAINING PATHWAYS

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



Pathway Objectives

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

Name	Price	QTY	Subtotal
Instructional Planning	\$50.00	6	\$300.00
Training Sessions	\$100.00	8	\$800.00
Total			\$1,100.00

TECHNICAL PATHWAY

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

Pathway Objectives

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

Name	Price	QTY	Subtotal
Project Management	\$100.00	6	\$600.00
Technical Consulting	\$150.00	3	\$450.00
Integration Development	\$150.00	12	\$1,800.00
Quality Assurance	\$50.00	5	\$250.00
Total			\$3,100.00



EXHIBIT C

Service Level Terms

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

EXHIBIT D

Support Terms

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

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

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



**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

1. Incorporation by Reference. The District Board of Trustees of Broward College, Florida ("BC") and the undersigned ("Vendor") hereby incorporate this Supplemental Addendum–Software ("Addendum") into the agreement between BC and Vendor ("Agreement"). If this Addendum conflicts with the Agreement terms, this Addendum shall control.

2. Payment. Vendor shall submit bills for compensation for goods, services, and/or expenses in detail sufficient for a pre- and post-audit. Invoices may be submitted via email, facsimile, or U.S. mail. The time at which payment will be due from BC will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the BC conditions that are detailed herein. In lieu of all provisions in the Agreement pertaining to penalties for late payment, if BC does not issue payment within approximately thirty days of receipt of a proper invoice, BC shall pay Vendor an interest penalty from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), Florida Statutes, if the interest exceeds one dollar.

3. Taxes. BC is immune and/or exempt from the payment of taxes and shall not be responsible for the payment thereof. BC shall provide an appropriate exemption certificate.

4. Travel Expenses. If BC is reimbursing travel expenses, Section 112.061, Florida Statutes, applies to those reimbursements. In order to be reimbursed, travel expenses must be expressly stated in the Agreement or otherwise approved by an authorized BC official in writing in advance.

5. No Automatic Renewals or Extensions. Provisions resulting in the automatic renewal or extension of the term of the Agreement shall be of no force and effect and are hereby deleted. To renew or extend the term of the Agreement, the parties shall enter into an amendment.

6. Compliance with Laws. Vendor represents, warrants and covenants as of the date of the Agreement and throughout the term of the Agreement that the software complies with all applicable legal requirements, including, but not limited to, the Americans with Disabilities Act and related regulations.

7. Vendor Intellectual Property Indemnification. Vendor shall indemnify, defend, and hold harmless BC and its officers, directors, board of trustees, agents, assigns, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, for any claim or lawsuit brought alleging infringement of any intellectual property right arising out of the rights granted by Vendor to BC under the Agreement. This section shall not be subject to any limitations of liability provisions in the Agreement. This paragraph shall survive the expiration or early termination of the Agreement.

8. Announcements and Press Statements. No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of BC, permission must be granted by its **Public Relations Department** or that position's designee, and in the case of the other party, permission must be granted by its _____ or that position's designee.

9. Relationship of the Parties. Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other.

10. Use of BC Information Not Allowed. Pursuant to the Agreement, Vendor may access, maintain, collect, record, organize, structure, store, retrieve, adapt, alter, use, process or otherwise handle information owned or held by BC and may create information from or with such existing information owned or held by BC (collectively, the "BC Data"). Vendor shall not have the right to use BC Data (whatever the medium) except to perform its obligations under the Agreement. Without limitation of the foregoing, Vendor shall not give any third-party access to BC Data without BC's written permission except as expressly authorized in the Agreement or this Addendum.

11. BC Rights in Information. BC retains all rights to, title to, and interest in BC Data, and Vendor's use and possession thereof is solely on BC's behalf. BC





BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE

may access and copy any BC Data in Vendor's possession at any time, and Vendor shall facilitate such access and copying promptly after BC's request.

12. Termination for Convenience. BC may terminate the Agreement upon thirty (30) days' notice to Vendor, with no further obligation to Vendor other than to pay for any amounts owing prior to the effective date of termination. BC shall not be liable for any early termination charges and shall not be entitled to any refund of prepaid amounts.

13. Annual Appropriation Contingency. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event funding is not approved for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions to the contrary. BC shall notify Vendor in writing after the adoption of the final budget for each subsequent fiscal year if funding is not approved.

14. State of Florida Public Entity Contracting Prohibitions. Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Agreement shall not be, ineligible for the award or continuation of this Agreement under Sections 287.133, 287.134 and 287.135, Florida Statutes. Vendor understands and accepts that this Agreement may be void, voidable or subject to immediate termination by BC if the representation, warranty and covenant set forth above is violated. BC, in the event of such termination, shall not incur any liability to Vendor for any work or materials furnished.

15. BC's Sovereign Immunity. Nothing in the Agreement shall act, or be construed, to increase or alter BC's liability for tort claims beyond the waiver of immunity limits set forth in Section 768.28, Florida Statutes

16. Governing Law and Other Legal Matters. The laws of the State of Florida shall govern all aspects of the Agreement without regard to any conflict-of-law principles. The exclusive venue of any legal actions arising out of the Agreement shall be Broward County, Florida. BC is entitled to the benefits of sovereign immunity, including but not limited to immunity from suit in federal court. Any provisions in the Agreement requiring arbitration and/or mediation of matters arising out of or relating to the Agreement or altering

the time to bring lawsuits or to make claims under the Agreement shall be of no force and effect and are hereby deleted. Any provisions resulting in the Agreement's causing a default under another agreement or otherwise triggering rights and responsibilities under another agreement between the parties shall be of no force and effect and are hereby deleted.

17. Confidentiality Obligations. Vendor shall comply with any and all applicable state and federal laws and BC policies and procedures governing the use and/or safekeeping of BC Data, including but not limited to the Family Educational Rights and Privacy Act, laws governing personally identifiable information, the Florida the Health Insurance Portability and Accountability Act, the Gramm-Leach-Bliley Act, the Federal Trade Commission's Red Flags Rule, and amendments thereto (collectively, "Privacy Laws"). In the Agreement involves Vendor's access to education records, Vendor is hereby designated a school official and will comply with all legal requirements applicable thereto. If the Agreement involves Vendor's access to, any protected health information, as that term is or may be defined by state or federal law, BC and Vendor shall enter into a separate business-associate agreement that shall govern the use of the protected health information.

In the event Vendor is required by subpoena, law, or other judicial or administrative process to disclose BC Confidential Information, Vendor shall (i) provide BC with prompt notice thereof; (ii) consult with BC on taking steps to resist or narrow such disclosure; (iii) furnish only that portion of BC Confidential Information that is responsive to the request; (iv) comply with the requirements of all Privacy Laws; and (v) reasonably cooperate with BC in any attempt that BC may make to obtain an order or other reliable assurance that confidential treatment shall be accorded.

Upon termination of the Agreement or upon request by BC, Vendor shall promptly ~~delete~~ ~~return~~ all BC Confidential Information. ~~This section shall not be subject to any limitations of liability provisions in the Agreement. Vendor agrees to include all such terms and conditions in this section in any subcontractor or agency contracts providing services on behalf of Vendor, provided this requirement is not intended to authorize any subcontracting or agency unless permitted hereby.~~





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18. Vendor’s Confidential Information / Public Records Law. BC is subject to the public records laws of Florida, including records retention requirements, and any provisions in the Agreement pertaining to confidentiality obligations on the part of BC are hereby deleted and shall be of no force and effect. Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon Vendor and Vendor shall bear all costs and fees related to the same.

If Vendor meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other Agreement requirements provided by law, Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by BC to perform the service.
- (b) Upon request from the BC, provide the BC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Vendor does not transfer the records to the BC.
- (d) Upon completion of the Agreement, transfer, at no cost, to the BC all public records in possession of Vendor or keep and maintain public records required by the BC to perform the service. If Vendor transfers all public records to the BC upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the BC, upon request from the BC’s custodian of public records, in a format that is compatible with the information technology systems of the BC

(e) IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT BC AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, VENDOR ACKNOWLEDGES THAT BC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO VENDOR WITH RESPECT TO ITS OBLIGATIONS UNDER THIS SECTION. VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON BC OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. VENDOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION.

19. Miscellaneous. Any terms and/or conditions in the Agreement on the following subject matters are hereby deleted in their entirety and shall be of no force and effect: (i) grants of exclusivity by BC to Vendor; (ii) restrictions on the hiring of Vendor’s employees; and (iii) attorneys’ or collection-fees provisions.

By signing below, Vendor’s authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.

VENDOR: Click or tap here to enter text.

By: _____

Name: _____

Title: _____

Date: _____





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