

LONGSIGHT

Think ahead. Think open.

March 26, 2018

Samuel Ballard
Chadron State College

Dear Sam,

Attached is a contract for the 3-year service period beginning 5/1/2018. Your annual costs for the new contract period will be as follows.

- CSC2018-1 (Sakai Hosting Services): \$41,125 USD annually
- CSC2018-2 (Sakai Support Services): \$7,875 USD annually
- CSC2018-3 (Sakai Analytics Services): \$6,500 USD annually
- Total: \$55,500 USD annually

We've changed the structure of our contracts, moving to a Master Services Agreement model with Scope of Work documents attached for each type of service we provide. The Master Services Agreement continues indefinitely unless terminated by your institution or Longsight, and the Scope of Work documents automatically renew each year unless similarly terminated. The terms of the contract remain unchanged, and all terminology is the same as before.

Please let me know if I can answer any questions. We're very glad to continue our relationship with you.

Best,
Josh

Joshua M. Wilson
Vice President, Operations & Planning
Longsight, Inc.

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Master Services Agreement

THIS AGREEMENT ("Agreement") is between Longsight, Inc. ("Longsight"), with its principal place of business located at 5005 Rockside Road, Suite 600, Independence, Ohio 44131 and Chadron State College ("Client"), with its principal place of business located at 1000 Main St, Chadron, NE 69337. This Agreement is effective as of 5/1/2018 ("Effective Date") and shall remain in force until terminated by either party.

RECITALS

WHEREAS, Longsight is engaged in the business of computer application development, including technical consulting services, software development and maintenance,

WHEREAS, Longsight is engaged in the business of providing Internet web site hosting and related services;

WHEREAS, Client wishes to utilize the services of Longsight in connection with the development, implementation and hosting of certain software identified as Sakai (the "Software").

NOW, THEREFORE, in consideration of the shared intent, mutual covenants and agreements contained herein, Longsight and Client agree to be bound as follows.

1. Scope of Work

A. Longsight will perform the services described in the attached Scope of Work document(s), according to the specifications and completion times set forth therein.

2. Price and Payment Terms

- A. Prices are defined in each Scope of Work document.
- B. Annual fees are invoiced in advance.
- C. Terms are net 30 days; 1.5% per month late fee will apply to any undisputed payment not received by the payment due date.

3. Termination

A. Client may terminate this Agreement without cause upon at least forty-five (45) days written notice to Longsight. Longsight may terminate this Agreement without cause upon at least forty-five (45) days written notice to Client. Either party may terminate this agreement upon written notice for material breach, provided, however, that the terminating party has given the other party at least forty-five (45) days written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to

exercise any other remedies for breach. In the event of termination, Client agrees to pay Longsight for all of Work performed under this Agreement up to the date of termination.

B. Thirty (30) days prior to any termination of this agreement, Longsight will transfer electronically all of Client's data and developed software to Client. Within thirty (30) days following any termination, all client data will be removed from Longsight servers and mass storage systems. Both parties will cooperate and offer reasonable assistance as required in connection with the transfer or termination of the services.

4. Client's Warranties and Obligations

A. Client is responsible for providing all equipment and/or software necessary to access the hardware and systems provided by Longsight. Client agrees to adhere to Longsight's Acceptable Use Policy, a copy of which is appended to this agreement as Appendix 5. The Acceptable Use Policy may be modified from time to time in Longsight's sole discretion. Longsight will notify Client of any changes thirty (30) days prior to the changes becoming effective. Changes in the Acceptable Use Policy will apply only if the new policy does not materially change the Work conducted under this agreement. Failure by Client to adhere to the Acceptable Use Policy, or any modifications thereto will constitute a material breach of this agreement.

B. Client and Longsight hereby warrant to each other, and agree that during the term of this Agreement both will use best efforts to see that (a) Client is the owner or valid licensee of all data and/or content it will upload in conjunction with the Services (the "Content"), and that Client and Longsight have secured all necessary licenses, consents, permissions, waivers and releases for the use of the Content and software and each element thereof, including without limitation, all trademarks, logos, names and likenesses contained therein, without any obligation by Longsight to pay any fees, residuals, guild payments or other compensation of any kind to any person; (b) Client's and Longsight's use, publication and display of the Content will not infringe any copyright, patent, trademark, trade secret or other proprietary or intellectual property right of any person, or constitute a defamation, invasion of privacy or violation of any right of publicity or any other right of any person, including, without limitation, any contractual, statutory or common law right or any "moral right" or similar right however denominated; (c) Client and Longsight will comply with all applicable laws, rules and regulations regarding the Content and software and will use the services only for lawful purposes; (d) Client and Longsight have used best efforts to ensure that the Content and software are and will at all times remain free of all computer viruses, worms, Trojan horses and other type of malicious code.

C. Client will cooperate fully with Longsight in connection with Longsight's performance of the Services. Either party will immediately notify the other party of any change in mailing address, telephone, e-mail or other contact information.

D. Client will cooperate with Longsight's reasonable requests for information and data necessary for the completion of the Work. Any delay in the Work due to actions or inactions by the Client entitles Longsight to extend the completion/delivery date upon notifying the Client by the time equivalent to the period of any such delay.

E. Longsight and Client will abide by the "Security Policy" and the "Privacy Policy" attached as Appendices 3 and 4 respectively.

5. Ownership of Intellectual Property

A. Unless Client specifically requires otherwise in an attached Scope of Work document, Longsight will license the Software developed by Longsight pursuant to this Agreement under the License presented here as Appendix I.

B. Longsight will provide Client with access to all source code developed by Longsight pursuant to this Agreement in a form that permits both the continued operation and development of the Software. Longsight will provide Client a complete copy of all open source program code developed pursuant to this Agreement (exclusive of underlying operating systems) and data invoicing at the hourly rate for Routine Support and Development.

C. The parties agree that as between them, all rights including all intellectual property rights in and to Client and end user data shall remain the exclusive property of Client, and Longsight has a limited, nonexclusive license to use these data as provided in this Agreement solely for the purpose of performing its obligations hereunder. This Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.

D. Unless otherwise specified in writing, any feedback, data, answers, questions, comments, suggestions, ideas or the like that Client sends to Longsight relating to the Services will be treated as being non-confidential and non-proprietary. Longsight may use, disclose or publish any ideas, concepts, know-how or techniques contained in such information for any lawful purpose.

E. Each party's trademarks, trade names, service marks, logos, other names and marks, and related product and service names, design marks and slogans are the sole and exclusive property of such party. The other party will not use any of the foregoing in any advertising, publicity or in any other commercial manner without the prior written consent of the party that owns the foregoing. Longsight will maintain and control ownership of all Internet protocol numbers and addresses that may be assigned by Longsight to Client with Client's consent. Longsight may, in its sole discretion, change or remove any and all such Internet protocol numbers and addresses after reasonable advance notice to Client.

6. Confidential Information

A. Client and Longsight agree mutually to maintain the confidentiality of information identified by the other in writing as such except to the extent that such disclosure or use is reasonably necessary to the performance of Work, or is required to be disclosed by law.

B. During the term of this Agreement, the Client may disclose to Longsight, or Longsight may obtain access to, develop or create non-public documents or information regarding the Client, its students, employees, agents, partners, or representatives, including without limitation, personal information, charge card and/or credit data, work product resulting from the Services, proprietary and confidential information or material concerning or related to the Client's general academic, institutional affairs or other proprietary operations ("Client Confidential Information"). Longsight acknowledges the confidential character of the Client Confidential Information, and agrees and acknowledges that the Client Confidential Information is the sole, exclusive and valuable property of the Client. Accordingly, Longsight shall maintain such Client Confidential Information as strictly confidential and

agrees not to reproduce or divulge any of the Client Confidential Information without the Client's prior written consent and not to use the Client Confidential Information except in the performance of this Agreement, whether during or after the term of this Agreement. All Client Confidential Information shall remain the property of Client.

C. These obligations of confidentiality will extend for a period of one (1) year after the termination of this Agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

7. Warranty and Disclaimer

Longsight warrants the Work and Services will be performed in a workmanlike manner, and in conformity with generally prevailing industry standards. Client must report any material deficiencies in Longsight's Work to Longsight in writing within ninety (90) days of Client's receipt of the Work. Client's exclusive remedy for the breach of the above warranty will be the re-performance of Longsight's Work within a commercially reasonable time. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. LONGSIGHT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.

8. Limitation of Liability, Indemnification

Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the performance of Longsight's Work, or intellectual property or privacy claims, whether in agreement, tort or otherwise, even if the other has been advised of the possibility of such loss or damages. Each party will indemnify and hold the other harmless against any claims brought against the other party arising out of or in conjunction with either party's breach of this Agreement, as well as all reasonable costs, expenses and attorneys' fees incurred therein. Both party's total liability under this Agreement with respect to the Work, regardless of cause or theory of recovery, will not exceed the fees paid by Client to Longsight for this scope of work prior to the date the claim arises.

9. Relation of Parties

The performance by Longsight of its duties and obligations under this Agreement will be that of an independent contractor, and nothing in this Agreement will create or imply an agency relationship between Longsight and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

10. Employee Solicitation/Hiring

During the period of this Agreement and for twelve (12) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party

who were employed or utilized by that party within six (6) months immediately prior to the alleged violation. The restrictions in this Section do not apply to general solicitations of employment not specifically directed towards employees of Longsight or the Client, as the case may be, or hiring which results from such general solicitation.

11. Jurisdiction

Both parties agree that if either party wishes to initiate litigation based on this agreement, it must do so exclusively in the jurisdiction in which the other party is located.

12. Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

13. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

14. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

15. Waiver and Modification

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

16. Entire Agreement

This Agreement, together with any attachments referred to herein, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

[Signature Page Follows]

Execution

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

For Longsight Inc

Signature:

Printed: J

Title: VP

Date: 4/25/18

For Client

Signature

Printed: V

Title: V

Date: 4/25/18

Appendix 1: EDUCATIONAL COMMUNITY LICENSE V2.0

Copyright (c) 2018, Chadron State College and Longsight, Inc.
Licensed under the Educational Community License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://www.opensource.org/licenses/ecl2.php>.

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

Appendix 2: Service Level Agreement for Services

1. Coverage; Definitions

This Longsight Service Level Agreement (SLA) applies to Sakai Support Services and Sakai Hosting Services for which clients have contracted with Longsight, Inc. ("Longsight").

As used herein, the term "Sakai Services Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the content of Client's web service is available for access by third parties via HTTP and HTTPS, as measured by Longsight.

2. Sakai Support Services

Tier 1 problem reports (end user issues such as student and faculty inquiries) will typically be handled by client or client employees but may be escalated by the client to Tier 2 status.

Tier 2 reports (questions about the operation of supported services, reports of software bugs, requests for feature additions, etc.) will be submitted to Longsight via the following methods:

- web (support.longsight.com)
- email (support@longsight.com)
- phone (1-740-599-5005)
- during the routine monthly conference calls

Web and email reports flow immediately into Longsight's problem tracking systems and will be confirmed by return email. Phone reports will be entered into the problem tracking system when received. Tier 2 problem reports will be handled on a priority basis and counted against the contracted annual allocation of support hours.

All emergency reports concerning Sakai Service Availability, outages or other conditions that broadly affect the client's services shall be reported briefly by phone with additional information submitted by email or web.

In the event that the client's services are inaccessible for a period of more than four (4) hours, Longsight will convene a conference call with client staff members to discuss the situation and plan for recovery.

3. Sakai Hosting Services

Longsight's goal is to achieve 100% Sakai Service Availability for all clients.

Remedy:

Subject to Section 4 below, if the Sakai Service Availability of client's web service is less than 100%, Longsight will issue a credit to client in accordance with the following schedule, with the credit being calculated on the basis of one month's hosting costs for the affected Services. Credit remedies do not apply to monthly fees charged for support of applications.

Sakai Service Availability Credit Percentage:

100%	0%
99.999% to 100%	1%
99.99% to 99.999%	2%
99.9% to 99.99%	5%
99% to 99.9%	7%
90% to 99%	10%
Below 90%	100%

4. Exceptions

Client shall not receive any credits under this SLA in connection with any failure or deficiency of Sakai Service Availability caused by or associated with:

- circumstances beyond Longsight's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;
- failure of access circuits to the Longsight network, unless such failure is caused solely by Longsight;
- scheduled maintenance and emergency maintenance and upgrades;
- DNS issues outside the direct control of Longsight;
- issues with FTP, POP, IMAP or SMTP client access;
- false SLA breaches reported as a result of outages or errors of any Longsight measurement system;
- client's acts or omissions (or acts or omissions of others engaged or authorized by client), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc), any negligence, willful misconduct, or use of the services in breach of Longsight's Acceptable Use Policy;
- e-mail or webmail delivery and transmission;
- DNS (Domain Name Server) Propagation.
- outages elsewhere on the Internet that hinder access to your account. Longsight is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Longsight will guarantee only those areas considered under the control of or agreement by Longsight: Longsight server links to the Internet, Longsight's routers, and Longsight's servers.

5. Credit Request and Payment Procedures

In order to receive a credit, Client must make a request by sending an email message to support@longsight.com. Each request in connection with this SLA must include Client's name and the dates and times of the unavailability of Client's Services and must be received by Longsight within ten (10) business days after Client's Services were not available. If the unavailability is confirmed by Longsight, credits will be applied to subsequent charges within two billing cycles after Longsight's receipt of Client's credit request.

Notwithstanding anything to the contrary herein, the total amount credited to Client in a particular month under this SLA shall not exceed the total hosting fee paid by client for such month for the affected services. Credits are exclusive of any applicable taxes charged to client or collected by Longsight and are Client's sole and exclusive remedy with respect to any failure or deficiency in the Service Availability of Client's Services. Credits may be applied only to subsequent charges; no cash refunds will be made.

6. Changes to the policy

This policy may be updated from time to time. Updates will become effective as soon as they are published at www.longsight.com. If there are any material changes to these policies, Clients will be notified by email prior to the change being published and becoming effective. Clients' continued use of the Services constitutes your agreement to be bound by such changes to the policy. Your only remedy, if you do not accept the updated terms of a Longsight policy, is to discontinue use of the Services.

Questions about this Service Level Agreement should be directed to information@longsight.com.

Appendix 3: Privacy Policy v4.5

The privacy of our clients' data is paramount to our Clients and to Us. In the course of providing services, we receive, store and manage data that may contain personally identifiable information that may be restricted from disclosure under one or more provisions such as FERPA (US Family Educational Rights and Privacy Act), or HIPAA (US Health Insurance Portability and Accountability Act) or rules such as COPPA (US FTC's Child Online Privacy Protection Act). Longsight implements privacy by design (private, institutional repositories) as well as privacy by default (all options are set to private unless explicitly set otherwise). We treat ALL information from our clients as confidential. We protect client information with the same measures we use to protect our own information. We do not share any client information with anyone without express written permission from you.

1. Privacy compliance

- 1.1. Your data are considered to be confidential and will not be shared beyond Longsight without your express written permission, as regulated by law.
- 1.2. We agree to comply with all state and federal privacy and security legislation as required by law.
- 1.3. The Confidentiality Agreement of the Longsight Employee Handbook requires all Longsight employees to protect Your Confidential Information and Your Covered Content from all unauthorized exposure as part of Our terms of employment. Longsight Employees must immediately report any observed, attempted or suspected security incidents to a Longsight manager including theft, loss or misplacement of media, computing equipment or devices, unauthorized access or disclosure of information, or notification of malware on a Longsight owned and/or managed system.
- 1.4. We will report, either orally or in writing, to You any use or disclosure of Your Confidential Information or Your Covered Content not authorized by this Agreement or in writing by You, including any reasonable belief that an unauthorized individual has accessed Your Confidential Information or Your Covered Content. We will make the report to You immediately upon discovery of the unauthorized disclosure, but in no event more than one (1) business day after We reasonably believe there has been such unauthorized use or disclosure.
- 1.5. Our report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information or Covered Content used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what We have done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action We have taken or will take to prevent future similar unauthorized use or disclosure. We will provide such other information, including a written report, as reasonably requested by You.
- 1.6. In the course of providing services during the term of this Agreement, Longsight may have access to student education records that are subject to the US Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, et seq., to personal information that is subject to protections under the US Health Insurance Portability and Accountability Act (HIPAA), or to personal information that falls under the guidelines of the US Child Online Privacy Protection Act (COPPA). All such information is considered confidential and is therefore protected. To the extent that Longsight has access to personal information under

this Agreement, we are deemed a “school official,” as defined under FERPA, or as an “operator” under COPPA (FAQs Section M1-M5). We shall not use such personal information for any purpose other than in the performance of this Agreement. Except as required by law, we will not disclose or share personal information with any third party unless permitted by the terms of the Agreement or to subcontractors who have agreed to maintain the confidentiality of the personal information to the same extent required of Us under this Agreement.

1.7. In the event any person(s) seek to access Your Confidential Information or Your Covered Content, whether in accordance with FERPA, HIPAA, COPPA or other State, Federal, or relevant international law or regulations, we will inform You immediately of such request in writing if allowed by law or judicial and/or administrative order. We will not provide direct access to such data or information or respond to individual requests. We will only retrieve such data or information upon receipt of, and in accordance with, written directions by You and shall only provide such data and information to You. It shall be Your sole responsibility to respond to requests for data or information received by Us regarding Your data or information. Should We receive a court order or lawfully issued subpoena seeking the release of such data or information, We will provide immediate notification to You of receipt of such court order or lawfully issued subpoena and will immediately provide You with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.

1.8. If we experience a security breach concerning any of Your Confidential Information or Your Covered Content, then we will notify You within 24 hours of discovery of the breach and take immediate steps to limit and mitigate such security breach to the extent possible. We agree to indemnify and hold you harmless for any loss, cost, damage or expense suffered by you, including but not limited to the cost of notification of affected persons, as a direct result of the unauthorized disclosure of education records.

2. Online engagement

2.1. Our websites may use cookies for a variety of purposes. These cookies may provide us with information, including personal information, other information about devices and networks You utilize to access our websites and information regarding Your interactions with and in our websites. We will treat all such collected information as Your Confidential Information.

2.2. Web beacons, tags and scripts may be used in our websites or in emails. These assist Us in delivering cookies, counting visits to our websites, understanding usage and campaign effectiveness and determining whether an email has been opened and acted upon. We may receive reports based on the use of these technologies by our service providers on an individual and aggregated basis.

2.3. We own and operate several online platforms, including but not limited to websites in the longsight.com domain, Facebook.com and Twitter.com. By tagging @, #, or other sponsored terms or by commenting, liking, posting or otherwise engaging with the Longsight brand, You grant a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to use, reproduce, modify, distribute, publish, create derivative works from and publicly display such content that You post in any media, now known or hereafter devised, for any purpose. You also permit to use the name that You submit in connection with such content. The connecting content will be treated as non-confidential and non-proprietary. We take no responsibility for any content submitted by other users that uses

the aforementioned terms or is otherwise submitted to and is not liable for said content.

3. Data storage and retention

3.1. Daily backups of systems, files and data will be done on a cyclical basis, so that any restoration of the system will not result in more than 24 hours of data loss provided We are notified immediately. Longsight shall retain backup sets remotely for thirty (30) days after creation.

3.2. Longsight shall maintain a separate Disaster Recovery Plan and share the appropriate elements of the Plan with You at Your request.

3.3. Longsight's data retention policy is part of our terms of service and ensures that We will securely transfer to You or You may securely retrieve a complete copy of Your Covered Content as long as you have paid all subscription fees, and that We will completely expunge Your Covered Content from all Longsight Service servers within sixty (60) days after the Termination Date.

4. Insurance

4.1. We will present evidence of \$2 million or more in liability insurance including cyber risk insurance.

5. Changes to the policy

5.1. This policy may be updated from time to time. Updates will become effective as soon as they are published at www.longsight.com If there are any material changes to these policies, You will be notified by email prior to the change being published and becoming effective. Your continued use of Longsight Services or websites constitutes your agreement to be bound by such changes to the policy. Your only remedy, if you do not accept the updated terms of a Longsight policy, is to discontinue use of the Longsight Services.

6. Definitions

6.1. Confidential Information: means the information that you have provided to us as part of the contracting or purchasing process. By example, this would include names, addresses, email addresses, phone numbers, account numbers, purchase orders, and other information that is not included in Your Covered Content. Confidential Information would also include the terms and pricing of the Longsight Service under this Agreement, Your Covered Content and all information clearly identified as confidential at the time of its disclosure.

6.2. Your Covered Content: means all Longsight service data that You, Your agents or your end users provide to us as part of the process of detecting and reporting plagiarism. By example, this may include the student name or identifier, student email address, student submissions, course names, grades, comments and annotations that may be attached to report results.

6.3. Us, We, Our and related terms means the company named Longsight, Inc. who developed and hosts the Services, as represented by Longsight Employees.

6.4. Longsight Employees are US citizens serving as full-time, salaried employees of Longsight, Inc. for whom a background check has been completed, and who have signed the

Longsight Employees' Handbook which requires adherence to security practices and includes a strict confidentiality agreement.

6.5. You, Your and related terms means the subscribing entity and all affiliated personnel who use the Longsight Service. By example, You would mean the college, school district, university or company whose agents and end users access Longsight Services.

6.6. Client means any organization or individual with whom Longsight has an active agreement for services.

Questions about this Privacy Policy should be directed to information@longsight.com

Appendix 4: Security Policy v4.5

The security of the services we provide to our clients is paramount to our Clients and to Us. We provide mission-critical services for our clients and guard these services against interruption and misuse. We receive, store and manage data is restricted from disclosure. We secure these data using the same measures we use to protect our own information. Longsight implements security by design (hardened systems; authenticated and encrypted access only) as well as security by default (all options are set to private unless explicitly set otherwise). This document defines the policies that guide Longsight's principles and practices for providing secure services.

1. Data access

1.1. General

1.1.1. Data access is limited to Longsight employees with a "need to know."

1.1.2. You will maintain accurate authentication and authorization data to control Your Users' access to the Services. We are not responsible for the security of Your authentication services or Your passwords that are compromised outside of systems controlled by Us.

1.1.3. All Client data are stored at Amazon Web Services (AWS) regional data centers in the United States. Longsight follows AWS Security Best Practices.

1.2. Physical access

1.2.1. Physical access to the AWS data centers at which the Services are hosted is strictly controlled by AWS, following the AWS Security Best Practices. Only AWS employees have physical access; Longsight employees do not have physical access to the AWS data centers at which the Services are operated.

1.3. Virtual access

1.3.1. Longsight Employees have only virtual access to Your data and Services. All exchanges of your data, including all network connections to Longsight employees, take place using encrypting protocols over secure network connections. All endpoints (Ours and Yours) must maintain current certificates. Only under exceptional circumstances will Longsight

employees store or transport any client data on secured, company- provided mobile devices (laptops). If such storage is needed, data shall be stored for as little time as possible and always encrypted in transport and at rest and password protected. Any exceptions must be reported immediately to Longsight management.

1.3.2. Longsight employees' access to your services is managed through a centralized LDAP authentication service. This provides a single point of management for Longsight staff access as well as convenience so that staff can follow strict credentialing requirements in the Longsight Employee Handbook which must be accepted as part of the Longsight terms of employment.

1.3.3. Access to your data of all types will end immediately upon termination of employment with Longsight.

1.3.4. Our email and shared document services are hosted by Google Apps for Business, access to which requires two-factor authentication. Our operational file store is encrypted in transit and at rest.

2. Security standards

2.1. Our computers and systems including those used by Longsight employees (which are managed centrally by Longsight) in the conduct of their work are protected by acceptable industry practices for antivirus, firewalls, and network and system intrusion detections systems.

2.2. All systems used in the storage, processing, transmittal and display of Your data must have operating systems that are current in release, with all unneeded services disabled, with default administrator access shut off, and with all critical security patches updated within 24 hours after the release of the patch.

2.3. We conduct routine event monitoring, promptly investigate suspicious incidents and respond accordingly.

2.4. SOC1-2-3 audit certifications are conducted annually on the AWS infrastructure that Longsight uses. All SOC1, SOC2 and SOC3 reports are [available online](#).

2.5. We conduct routine security assessments for vulnerabilities (buffer overflows, open ports, unnecessary services, input filtering, cross site scripting vulnerabilities, SQL injection vulnerabilities, and any other well-known vulnerabilities). Identified issues will be fixed or mitigated within thirty (30) days of the report.

2.6. Clients may not conduct security scans on Sakai instances hosted by Longsight without permission.

2.7. All Longsight services that send or receive Your Confidential Information or Your Covered Content must utilize appropriate encryption methods (SSL, sFTP, VPN, etc.). All network connections to Longsight must be encrypted. Clear text transactions are not permitted.

3. Changes to the policy

3.1. This policy may be updated from time to time. Updates will become effective as soon as they are published at www.longsight.com If there are any material changes to these policies, active clients will be notified by email prior to the change becoming effective. Your continued

use of Longsight Services constitutes Your agreement to be bound by such changes to the policy. Your only remedy, if you do not accept the updated terms of a Longsight policy, is to discontinue use of Longsight Services.

4. Definitions

4.1. Confidential Information: means the information that you have provided to us as part of the contracting or purchasing process. By example, this would include names, addresses, email addresses, phone numbers, account numbers, purchase orders, and other information that is not included in Your Covered Content. Confidential Information would also include the terms and pricing of the Services under this Agreement, Your Covered Content and all information clearly identified as confidential at the time of its disclosure.

4.2. Your Covered Content: means all Longsight service data that You, Your agents or Your end users provide to us as part of the process of detecting and reporting plagiarism. By example, this would include student submissions, course rosters, grades, comments and annotations that may be attached to report results.

4.3. Us, We, Our and related terms means the company named Longsight, Inc. that hosts and supports the Services, as represented by Longsight Employees.

4.4. Longsight Employees are US citizens serving as full-time, salaried employees of Longsight, Inc. for whom a background check has been completed, and who have signed the Longsight Employees' Handbook which requires adherence to security practices and includes a strict confidentiality agreement.

4.5. You, Your and related terms means the subscribing entity and all affiliated personnel who use the Services. By example, You would mean the college, school district, university or company whose agents and end users access the Longsight Service.

4.6. Client means any organization or individual with whom Longsight has an active agreement for services.

Questions about this Security Policy should be directed to information@longsight.com.

Appendix 5: Acceptable Use Policy v.4.5

This Acceptable Use Policy (“AUP”) outlines acceptable uses of Longsight-hosted Sakai Services (“Services”). This AUP prohibits uses and activities involving the Services that are illegal, infringe on the rights of others, or interfere with or diminish the use and enjoyment of the Services by others. For example, these prohibited uses and activities include, but are not limited to, using the Services to:

1. Conduct and Information Restrictions

1.1. Undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;

1.2. Transmit unsolicited bulk or commercial messages commonly known as “spam;”

1.3. Send very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service;

1.4. Participate in the collection of very large numbers of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including “spyware”) designed to facilitate this activity;

1.5. Falsify, alter, or remove message headers;

1.6. Impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, “phishing”)

2. Technical Restrictions

2.1. Access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for You, logging into or making use of a server or account You are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;

2.2. Use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;

2.3. Copy, distribute, or sublicense any proprietary software provided in connection with the Services;

2.4. Distribute programs that make unauthorized changes to the Services;

2.5. Permit any third party to alter, modify or tamper with the Services who is not authorized

by Us.

3. Network and Usage Restrictions

3.1. Restrict, inhibit, or otherwise interfere with the ability of any other entity, to use or enjoy the Services, including posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;

3.2. Restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation to the Services or any Longsight host, server, backbone network, node or service, or otherwise cause a performance degradation to any Longsight (or Longsight supplier) facilities used to deliver the Services;

3.3. Interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host.

4. Responsibilities

4.1. Each Longsight Client is responsible for the activities of its users and, by using the Services, is agreeing to ensure that its Clients/representatives or end-users abide by this Policy. Complaints about Clients/representatives or end-users of a Longsight Client will be forwarded to the Client's designee for action. If violations of the Longsight Acceptable Use Policy occur, Longsight reserves the right to suspend services or take action to stop the offending Client from violating Longsight's AUP as Longsight deems appropriate. As much advance notice as possible will be provided to the Client's designee, however in urgent cases, services may have to be suspended immediately and without advance notice until a resolution can be coordinated with the Client.

4.2. Ownership of content is covered in the hosting agreement associated with this Policy. Each Longsight Client is fully and exclusively responsible for all content hosted by Longsight within the contracted domain(s). Longsight does not review, edit, censor, or take responsibility for any information Longsight Clients or their constituents may create. Longsight may be called upon to restore content and to assist with content management, but Longsight will not create content within the contracted domain(s) or host any content without the Client's approval.

5. Consequences

5.1. We reserve the right to suspend immediately your access to the Services in the event of any violation of the Longsight AUP and to disclose information as required by law.

6. Changes to the policy

6.1. This policy may be updated from time to time. Updates will become effective as soon as they are published at www.longsight.com. If there are any material changes to these policies, active users will be notified by email prior to the change being published and becoming effective. Users' continued use of the Services constitutes your agreement to be bound by

such changes to the policy. Your only remedy, if you do not accept the updated terms of a Longsight policy, is to discontinue use of the Services.

Questions about this Acceptable Use Policy should be directed to information@longsight.com.

LONGSIGHT

Think ahead. Think open.

Scope of Work (SOW): Sakai Hosting Services

SOW NO. CSC2018-1; Effective Date: 5/1/2018

The purpose of this SOW is to describe the Services that Longsight, Inc., will provide to Chadron State College (the "Client") under the terms and conditions of the Master Services Agreement entered into between the parties on 5/1/2018 (the "Agreement"). Additional terms and conditions may be set forth in this SOW. To the extent the terms and conditions of this SOW are inconsistent with those of the Agreement, the terms of this SOW will control with respect to the Services described herein. Capitalized terms used herein shall have the same meaning as those used in the Agreement. This SOW is an attachment to, and is incorporated by this reference into the Agreement as if fully set forth therein and made a part thereof. This SOW, together with the Agreement, represents the complete and total understanding of the parties regarding the Services to be provided by Longsight hereunder.

1. Services Period.

Services will be delivered from this Effective Date for a period of three years unless terminated according to the process set forth in Article 3 of this Agreement.

2. Services. Longsight will provide the following Sakai hosting services.

- A. Install, configure and maintain the latest release of Sakai in Longsight's Amazon Web Services (AWS) cloud-based infrastructure with an architecture designed for high-performance and reliability, including Longsight's 100% uptime Service Level Agreement (Appendix 2). Sakai will run on multiple, redundant web application and database servers with load balancing.
- B. Implement and maintain points of integration for both authentication and student information systems to provide easy, appropriate and secure access to Sakai and to manage courses and enrollment.
- C. Carry forward the existing site branding while maintaining a responsive design. Skin updates will be made upon request by Client.
- D. Provide **1.5 TB** of mass storage. Additional mass storage is immediately available.
- E. Provide unlimited bandwidth for accessing the dedicated instance of Sakai.
- F. Install and provide support for Client's LTI-compatible applications within Sakai.
- G. Test and install stable upgrades and tools in close coordination with designated staff members so as not to disrupt course work. No upgrade will be forced or scheduled without prior approval from designated staff. Major upgrades take place during normal business hours (Eastern Time).
- H. Administer and maintain the integrity of the servers on which Sakai runs. Provide comprehensive, redundant data backup (nightly) services (located in one or more of

AWS US regions) as part of our routine support for Sakai (fees may apply to restoration of user-deleted content).

- I. Monitor the performance of Sakai continuously and address server-side factors that limit performance.
- J. Host one separate and dedicated development instance of Sakai for purposes of testing and experimentation throughout the term of the Agreement. This instance will be provided in a separate “container” that is isolated from the production system to eliminate disruptions.
- K. Integrate any service or application for which there is open source code to create the integration, or for which the vendor supplies the appropriate code.
- L. Provide secure access to Basic Sakai Data for Analytics through Longsight’s Sakai Administrative Portal for designated Client staff.

3. Costs.

- A. Sakai hosting for up to 8000 user accounts: \$41,125 USD per year for 3 or more years of service.

[Signature Page Follows]

Execution

IN WITNESS WHEREOF, the parties have executed this Scope of Work CSC2018-1 by their duly authorized representatives.

For Loracright, Inc

For Client

Signature

Signature

Printed

Printed

Title:

Title:

Date:

4/25/18

Date:

4/24/18



Scope of Work (SOW): Sakai Support Services

SOW NO. CSC2018-2; Effective Date: 5/1/2018

The purpose of this SOW is to describe the Services that Longsight, Inc., will provide to Chadron State College (the "Client") under the terms and conditions of the Master Services Agreement entered into between the parties on 5/1/2018 (the "Agreement"). Additional terms and conditions may be set forth in this SOW. To the extent the terms and conditions of this SOW are inconsistent with those of the Agreement, the terms of this SOW will control with respect to the Services described herein. Capitalized terms used herein shall have the same meaning as those used in the Agreement. This SOW is an attachment to, and is incorporated by this reference into the Agreement as if fully set forth therein and made a part thereof. This SOW, together with the Agreement, represents the complete and total understanding of the parties regarding the Services to be provided by Longsight to Client hereunder.

1. Services Period.

Services will be delivered from this Effective Date for a period of three years unless terminated according to the process set forth in Article 3 of this Agreement.

2. Services. Longsight will provide **45 hours** of Tier 2 technical support for designated staff members who in turn can support Client faculty members' and students' direct involvement with Sakai.

- A. Support for routine (non-emergency) Tier 2 issues will be provided by email (support@longsight.com) and web site (support.longsight.com) during regular business hours (Monday through Friday, 8AM-8PM ET).
- B. Support for emergency problems (e.g., outage, service inaccessible) will be received by telephone (740-599-5005, option 1), by email (support@longsight.com) or web site (support.longsight.com), 24 hours a day, seven days a week, handled by a person rapidly and resolved as quickly as possible.

3. Costs.

- A. **45 hours** of 24/7/365 web, email, phone support. \$7,875 USD per year for 3 or more years of service.
- B. Additional support as needed @ \$175 USD / hour.
- C. Emergency evening and weekend support as needed @ \$275 USD / hour.
- D. Data restoration services: \$275 USD / hour.

[Signature Page Follows]

Execution

IN WITNESS WHEREOF, the parties have executed this Scope of Work CSC2018-2 by their duly authorized representatives.

For Longsight, Inc.

For Client

Signature: _____

Signature: _____

Printed: _____

Printed: _____

Title: VP, _____ ling

Title: _____

Date: 4/25/18

Date: 4/24/18



Scope of Work (SOW): Sakai Data for Analytics Services

SOW NO. CSC2018-3; Effective Date: 5/1/2018

The purpose of this SOW is to describe the Services that Longsight, Inc., will provide to Chadron State College (the "Client") under the terms and conditions of the Master Services Agreement entered into between the parties on 5/1/2018 (the "Agreement"). Additional terms and conditions may be set forth in this SOW. To the extent the terms and conditions of this SOW are inconsistent with those of the Agreement, the terms of this SOW will control with respect to the Services described herein. Capitalized terms used herein shall have the same meaning as those used in the Agreement. This SOW is an attachment to, and is incorporated by this reference into the Agreement as if fully set forth therein and made a part thereof. This SOW, together with the Agreement, represents the complete and total understanding of the parties regarding the Services to be provided by Longsight to Client hereunder.

1. Services Period.

Services will be delivered from this Effective Date for a period of three years unless terminated according to the process set forth in Article 3 of this Agreement.

2. Services & Costs. Longsight will provide one or more of the following services, as elected on the next page.

Service	Cost	Notes	Elected?
<p>Plus Tier. Includes unlimited retained data; responsive charts in the Longsight Data Portal; text reports that can be reprocessed as needed; direct connection to RedShift via ODBC or JDBC from up to five (5) IP addresses.</p>	<p>\$3,500 USD / yr</p>		
<p>Advanced Tier. Includes Plus Tier services, as well as direct connection to RedShift via ODBC or JDBC from up to ten (10) IP addresses; User Activity LTI tool to show latest activity in each course site; two (2) AWS Quicksight Business Intelligence accounts; access to read-only, Sakai MySQL database copy updated in near real-time (does not include full event history).</p>	<p>\$6,500 USD / yr</p>		<p>Yes.</p>

[Signature Page Follows]

Execution

IN WITNESS WHEREOF, the parties have executed this Scope of Work CSC2018-3 by their duly authorized representatives.

For Longright Inc. ~

For Client

Signature:

Signature

Printed:

Printed:

Title: V

Title: A

Date: 4/25/18

Date: 4/24/18

For College Office Use Only:
Cost Center:

Note: Contracts for Services are public records which are generally subject to statutory public disclosure and public website posting requirements.

CONTRACT FOR SERVICES

(Long Form)

Board of Trustees of the Nebraska State Colleges
Chadron State, Peru State, and Wayne State Colleges

This contract is made by and between the Board of Trustees of the Nebraska State Colleges doing business as Chadron State College (the "College"), and Longsight, Inc., a business, (the "Contractor")

The Contractor and the College agree as follows:

1. **Effective Date.** This contract shall be in effect from May 1, 2018 to April 30, 2021.

2. **Services.** The Contractor agrees to provide the following services to the College:

Continuity of current Sakai services to include:

Sakai Hosting Services: \$41,125 USD annually

Sakai Support Services: \$7,875 USD annually

New service:

Sakai Analytics Services: \$6,500 USD annually

The Contractor agrees the contract work shall not be performed on time that is paid for by any public funds other than those provided by the College under this contract.

3. **Consideration.** For the services described above, the College agrees to pay the Contractor: \$55,500 annually

Where provision is made for travel expenses, the expenses shall not exceed those allowed employees of the Nebraska State College System unless otherwise specifically provided herein.

4. **Prompt Payment Act.** In the event any amount due under this contract remains unpaid for forty-five (45) days after the due date, the unpaid amount shall bear interest from the 31st day after the due date at the rate specified in the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408.

5. **Independent Contractor.** The Contractor shall be an independent contractor and not a College employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any Nebraska revenue and taxation law, Nebraska workers' compensation law and Nebraska unemployment insurance law.

The Contractor agrees that it is a separate and independent enterprise from the College, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it shall utilize a high level of skill necessary to perform the work. This contract shall not be construed as creating any partnership, joint venture, or joint employment relationship between the Contractor and the College, and the College shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages or overtime premiums. If the Contractor has employees or subcontractors, the Contractor further agrees to maintain at least the prescribed minimum workers' compensation insurance coverage for all of the Contractor's employees for the duration of this contract. The Contractor agrees to furnish the College proof of workers' compensation insurance coverage upon request. Liability Insurance Requirements - *One box below must be selected and marked.*

- The Contractor is required to carry liability insurance in the amount of one (1) million dollars per occurrence with a five (5) million dollar umbrella. The Contractor's insurance policy shall be primary and non-contributory. The College shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against the College. A copy of the certificate shall be provided to the College.
- The Contractor is required to carry liability insurance in the amount of one (1) million dollars per occurrence with a three (3) million dollar umbrella. The Contractor's insurance policy shall be primary and non-contributory. The College shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against the College. A copy of the certificate shall be provided to the College.
- The Contractor is required to carry liability insurance in the amount of one (1) million dollars per occurrence. The Contractor's insurance policy shall be primary and non-contributory. The College shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against the College. A copy of the certificate shall be provided to the College.
- The Contractor is not required to carry liability insurance as a condition of this contract.
6. **Access to Records.** The Contractor agrees to maintain complete records regarding the expenditures of funds provided by the College under this contract. The Contractor agrees to allow authorized representatives of the College, the Board, the funding Federal Agency, if any, and the United States Comptroller General, if appropriate, free access at reasonable times to all records generated or maintained as a result of this contract for a period of three (3) years after the termination of this contract.
7. **New Employee Work Eligibility Status.** - *One box below must be selected and marked.*
- Employee Work Eligibility Status.** The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the EVerify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- The Contractor is an individual or sole proprietorship. The Contractor must complete the "United States Citizenship Attestation Form," available on the Department of Administrative Services website at http://das.nebraska.gov/lb403/attestation_form.pdf. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide US Citizenship and Immigration Services (USCIS) documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. *The attestation form and USCIS documents (if applicable) must be attached to the contract.*
- The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.
8. **Non-Discrimination.** The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, as amended, and Board Policy § 5000 in that there shall be no discrimination against any employee who is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, race, religion, disability, sex, sexual orientation, or gender identity. This provision shall

include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts for services allowed under this contract.

9. **ADA & Drug-Free Workplace Requirements.** All provisions of this contract are subject to the Americans with Disabilities Act (ADA). Further, the Contractor certifies that the Contractor operates a drug-free workplace and, during the term of this contract, will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.
10. **Debarment/Suspension Certification.** If this contract involves the expenditure of federal funds in the amount of \$25,000 or more, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
11. **Use of Information; Property Ownership.** The Contractor agrees that any and all information gathered in the performance of this contract, either independently or through the College or the State College System, shall be held in the strictest confidence and shall be released to no one other than to the College, without prior written authorization of the College. The Contractor agrees that no authority or information gained through the existence of this contract will be used to obtain financial gain for the Contractor, for any member of the Contractor's immediate family, or for any business with which the Contractor is associated except to the extent provided by this contract.

The Contractor further agrees that any tangible or intangible property, including patents, trademarks and other intellectual property, produced, developed, prepared, or created under the terms of this contract shall be the property of the College. The Contractor hereby assigns and transfers to the College all right, title and interest in and to any copyright in any copyrightable materials produced under this contract.

12. **Parties; Subcontractors; Assignment.** References to the Contractor and the College include the parties' officers, employees, agents, and independent contractors and subcontractors. The Contractor agrees that no subcontractors shall be utilized in the performance of this contract without the prior written authorization of the College. The Contractor agrees not to assign or transfer any interest, rights, or duties in this contract to any person, firm, or corporation without prior written consent of the College.
13. **Cancellation.** This contract may be canceled by either party upon thirty (30) days' written notice. Settlement of the amount due to the Contractor upon cancellation shall be negotiated between the parties based upon (a) specified deliverables completed by the Contractor and accepted and usable by the College as of the date of termination when the Contractor initiates termination, or (b) the percentage of services performed by the Contractor as of the date of termination when the College initiates termination.
14. **Default; Remedies.** If the Contractor defaults in its obligations under this contract, the College may, at its discretion, exercise any remedy available by law or in equity. In addition to any other available remedy, the College may terminate this contract immediately by written notice to the Contractor. The College shall pay the Contractor only for such performance as has been properly completed and is of use to the College. The College may, at its discretion, contract for provision of the services required to complete this contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the consideration set forth in Paragraph 3.
15. **Unavailability of Funding.** Due to possible future reductions in state and/or federal appropriations, the College cannot guarantee the continued availability of funding for this contract beyond the current fiscal year. In the event funds to finance this contract become unavailable either in full or in part due to reductions in appropriations for a future fiscal year, the College may terminate the contract or reduce the consideration by notice in writing to the Contractor. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The College shall be the final authority as to the availability of funds. The effective date of contract termination or reduction in consideration shall be the actual effective date of the elimination or reduction of appropriations. In the event of a reduction in consideration, the

Contractor may cancel this contract as of the effective date of the proposed reduction by written notice to the College.

16. **Complete Agreement; Governing Law; Amendment.** This contract sets forth the entire agreement of the parties and supersedes all prior negotiations, discussions, and proposals. There are no promises, understandings, or agreements of any kind pertaining to this contract other than those stated herein. This contract will be construed, interpreted, governed and enforced under the laws of the State of Nebraska. This contract may be amended at any time in writing upon the agreement and signature of both parties.
17. **Technology Access.** All contracts, that include provisions of technology products, systems, and services, including data, voice, and video technologies, as well as information dissemination methods, shall comply with the Nebraska Technology Access Standards adopted pursuant to Neb. Rev. Stat. §73-205. These Standards are available for viewing on the Web at <http://nitc.ne.gov/standards/2-201.html>, and are incorporated into this contract as if fully set forth therein. Sakai meets many but not all accessibility standards and the Sakai Community continuously improves the software's accessibility. Even so, as open source software that Longsight does not own or control, Longsight cannot attest to the Sakai software meeting any particular standard for accessibility.
18. **Designated College Representative.** The designated College representative for purposes of monitoring and oversight of this contract is:

Typed or Printed Name

Telephone

Email Address

19. **Signatures.**

CONTRACTOR

COLLEGE
