Other Client Addendum: Chabot-Las Positas Community College District

Subject to the terms and conditions of the Ad Astra Subscription Agreement No. 21770 between Ad Astra Information Systems, LLC ("Ad Astra") and Sierra Joint Community College, executed on February 21, 2018, ("Agreement"), Chabot-Las Positas Community College District ("Client") wishes to participate under the terms and conditions of the Agreement per Section 20(h) by addendum (the "Addendum"). Per Section 20(h) of the Agreement, the following payment and Client specific terms shall apply:

Term Length: Execution + 60 months

Payment Terms: One-time fees are due upon contract execution. Subscription fees are due upon contract execution and annually thereafter upon the anniversary of the contract execution date. All amounts are listed in United States Dollars. Client shall pay the following fees as invoiced, net 30:

Quantity	Products (applications) Included	Annual Subscription Cost
1	**One-Time Implementation Fee**	$25,000.00
1	**Subscription - Platinum Analytics (Align/Monitor/Predict)**	$115,000.00
	One-Time Fee Total	$25,000.00
	Total due at contract execution	$140,000.00

Prices shown herein do not include any taxes that may apply. Client is responsible for reporting and paying all applicable sales and use or other taxes, impositions or charges with respect to any and all fees. If Client is exempt from taxes, a copy of a valid tax exemption certificate must be provided to Ad Astra.

Client Specific Terms & Conditions

1. Project Deliverables shall be as outlined in Attachment A which is hereby incorporated into this Addendum.

2. *Implementation*. Both parties understand a mutually agreed upon schedule must be established in writing prior to implementation. If any delays occur solely as a result of any incorrect information, incorrect assumption or failure of Client to perform or fulfill its obligations, the performance schedule for the applicable project may be extended. Ad Astra shall have no liability or responsibility for any costs or expenses resulting from such delays. All activity and personnel will be accepted when the contract is fully executed. Ad Astra reserves the right to suspend any and all implementation and services should payment not be received on time, regardless of University's internal procurement and/or payment processes, until such time as full payment is received including any applicable late fees and/or change orders. In the event implementation is suspended due to non-payment, Ad Astra shall have no responsibility or liability for schedule delays or additional costs incurred with stopping, restarting, or reallocation of resources on the part of the Client. Implementation fees are non-refundable.

3. *Purchase Orders:* Issuance, receipt, notation or any requirement of a purchase order, or the lack thereof respectively, shall not override the responsibility of the Client to pay as directed according to the terms herein. Client and Ad Astra specifically acknowledge and agree that any other terms varying from or adding to the terms of this Addendum or the Agreement, whether contained in any purchase order or other electronic, written or oral communication made from Client to Ad Astra are rejected and shall be null and void and of no force or effect, unless expressly agreed to in writing by both parties. This Addendum and

the Agreement will be the controlling documents over any terms attached to purchase orders related to the services sold herein and/or in the event of a discrepancy of terms.

4. *Onsite visits*: For services that include onsite visits, Ad Astra will coordinate scheduling with Client in advance.   In the event of cancellation by Client, ten (10) business days' advance written notice must be provided. If proper notice is not provided, a $500 cancellation fee shall be charged to the Client. There shall be a fee exception for cancellations made with less than ten (10) business day's written notice in the event the cancellation is made to protect the health and safety of Ad Astra associates (i.e. extreme weather event, campus emergency, or any other event that would cause the location to be shut down or inaccessible). Client will be responsible for and shall ensure that while Ad Astra employees, agents or subcontractors are on Client's premises, all proper and legal health and safety precautions are in place and fully operational to protect such persons.

5. *Limitation of Liability*: Client acknowledges, understands, and agrees that Ad Astra will not be liable for any indirect, incidental, punitive, special, loss of data, data recovery or reconstruction, resulting delays, service interruption, business interruption, loss of privacy, loss of profits, lost savings, expenses, costs of substitute software, work products or services, or losses resulting from erasure, damage, destruction or other loss of files, data, or programs or the cost of recovering such information, even if such party has been advised of the possibility of such damages, losses, expenses, or costs or consequential damages arising out of or related to this Agreement or the Software or support provided hereunder, whether such damages are alleged as a result of tortious conduct, breach of contract or otherwise, even if Ad Astra has been advised of the possibility of such damages. Client acknowledges, understands, and agrees that the maximum total liability of Ad Astra under this Agreement will not exceed the fees received by Ad Astra under this Agreement during the twelve (12) month period immediately preceding the occurrence of the event giving rise to such liability.

6. *Indemnification*: Client will indemnify, defend, and hold Ad Astra, including its affiliates, managers, officers, employees, agents, successors and assigns, harmless from and against any and all claims, actions, causes of action, orders, arbitrations, proceedings, losses, damages, liabilities, judgments, and expenses (including, without limitation, reasonable attorneys' fees and costs) arising, directly or indirectly, from or in connection with: (a) any breach of this Agreement by Client or any of its affiliates, employees or agents; (b) any violation of the rights of another by Client or any of its affiliates, employees or agents; or (c) any negligent or intentional acts or omissions by Client or any of its affiliates, employees or agents. This Section will survive the termination of this Agreement.

7. *API*: This Agreement also incorporates by reference the API Terms of Service Agreement located at https://info.aais.com/api-terms-of-service, as amended from time to time with the same force and effect as if they were given in full text.

8. For the avoidance of doubt, Sierra Joint Community College shall have no responsibility in the payment, execution or performance requirements of this Addendum and its subsequent Attachments. In addition, Section 20(h) shall survive any termination of the Agreement by Sierra Joint Community College and will not terminate this Addendum between Client and Ad Astra.

9. All other terms within the Agreement shall be unchanged and remain in full force. In the event of a conflict, these terms listed within this Addendum shall control.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date and year first set forth below.

AD ASTRA INFORMATION SYSTEMS, LLC

By: _____

Name: _____

Title: _____

Date: _____

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

Attachment A: Statement of Work

Background

The purpose of the Ad Astra Statement of Work (SOW) is to summarize the scope of the configuration and training items for the Chabot-Las Positas Community College District implementation and partnership.

- **Primary Focus:**
  - CLPCCD is primarily interested in a tool to help with the following:
    - Digitizing Program Pathways
    - Building a schedule that is aligned with student demand
    - Editing sections (add/delete and make changes to days/times/instructors/rooms)
    - Faculty scheduling and load management

  - Having a tool that will help the district move from "designing" guided pathways to "scheduling for" guided pathways
  - Scenario Modeling related to FTES/FTEF
  - Reporting on course offerings, degree velocity, faculty load, and space (Report)
  - Registration monitoring (Monitor)

Scope

Ad Astra will deliver and configure Monitor and Align; an application suite allowing clients to:
1. Track course fill and gain adjustment insights during registration (Monitor) – specific to CLPCCD and
2. Collaborate on course planning statuses with others while modeling changes to upcoming schedules in response to application recommendations (Align)

Ad Astra will leverage Streamsets data ingestion method to establish a one-way flow of info between Banner Student Information System and the Ad Astra Data Hub

Services in Scope

Ad Astra will provide the following services to complete the scope of the solution.

- Systems and Connections
  - One Way Data Connection from Banner Student Information System via Streamsets
    - Establish Automatic Data Ingestion from Banner to Ad Astra Data Hub during the Following Time(s):
      - Client prefers only five years of data to come over to Ad Astra and acknowledges an additional step for the district.
      - Client will be given two instances of Align, Monitor, and Predict
        - One instance for Las Positas College
        - One instance for Chabot College
      - Client would like the ability to run reports by college and district
  - Two Way Data Connection will be provided to the district at no additional costs when available. At that time, section edits would be sent back to Banner. Additional scoping will be required.

- Onboarding and Configuration
  - Onboarding Packet
    - Online Preparation Videos
    - Preparation Materials for Application Configuration
  - Client Support Portal Access
    - Project Headquarters
      - Gantt (Project Timeline
      - Project Document Repository
      - Project Status
    - Knowledge Articles

- Support
- Product Feedback
- Peer Community Groups
- Video Library
- AstraBot
- Creation of up to Five (5) Filters within Application
- Creation of up to Five (5) Core Team Users within Application
- Application Exclusions as needed
- Creation of Three (3) Upcoming Term Analysis Term Settings
  - Fall
  - Spring
  - Summer
- Pathway Configuration
  - Add Pathways into Application
  - Add Course Groups into Application
  - Add Student Associations
- Strategic Scheduling Checkup Delivery (Remote)
  - Historical Course Offering Analysis
  - Capacity Analysis
  - Best Practices Workshop

Services Not in Scope
The following services are out of scope for the project.

- Onsite Delivery

Client Responsibilities
The estimated duration of services within scope for this implementation is based on a proactive client who is committed to deep-dive into our partnership and a cooperative implementation. Ad Astra is committed to a timely and successful implementation; to achieve this, the partner must be prepared and ready to perform their responsibilities in a timely and efficient manner. We recommend you take advantage of all available support mechanisms offered by Ad Astra including the Support Center, Community and direct phone support with your Ad Astra implementation point of contact. The client will be responsible for the following:

- **Project Planning and Management:** through discussions with the Ad Astra project manager, you will discuss your anticipated project schedule and will be responsible for completing assigned tasks in a timely manner to co-ensure with Ad Astra the project remains on schedule.
- **Scope and Change Management:** in the event additional time or deliverables beyond this SOW are required to complete areas of the implementation, a change order may be pursued in accordance with the change management plan.
- **Application Design:** you are responsible for attending all scheduled meetings as well as independently meeting outside of scheduled calls to complete deliverables, finalize requirements, and execute on any approved application recommendations.
- **Technical Readiness:** your on-prem and/or hosted IT/IS staff are responsible for providing client-side technical specifications and configuring all connected systems to the application with the assistance of Ad Astra Information System's Technical Support Staff.
- **3rd Party or Homegrown API Integrations**: you are responsible for the cost, effort and management related to the development of any custom API solution. Ad Astra does not design or write code for custom API solutions but does support questions regarding the Ad Astra open API up to (Two) 2 Hours in length per total objective. The service agreement for usage of the API can be found at https://info.aais.com/api-terms-of-service. API needs outside of 2 hours may result in additional project service fees
- **Training Documentation**: you are responsible for all end user training materials. The materials can be created by the client throughout the implementation and training phases through screen shots of the application and by using

the online Help Center. Please include the disclaimer listed in section 9.b of our agreement if you take screenshots or copy any materials from our resources and incorporate it in your handbooks, training manuals and/or other distributed materials.

- **Hardware/Software**: you are responsible providing Ad Astra with network access for all hardware and software components required for the deliverables set forth in this SOW.
- **Location**: in the event onsite deliveries are part of this SOW, you are responsible for preparation before Ad Astra representatives arrive to the onsite location. The client shall arrange for appropriate access including, but not limited to, parking, Wi-Fi access, and security clearance/badges to ensure that Ad Astra has clear and safe access to the work site.

Assumptions

- CLPCCD will assist with solution and scope adoption including, but not limited to ensuring effective client-side project team formation, attending milestone meetings, addressing risks towards project effectiveness and scope adoption, and addressing contract-related questions.
- "Train the Trainer" training on the Monitor and Align applications will be provided throughout the implementation.

Dependencies

- The Executing Phase of the project cannot begin until the client has completed all materials that are part of the planning phase.

Client Initials: _____

Ad Astra Initials: _____