



Blackboard



U.S. General Services Administration

**AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Contractor has been awarded under the cooperative purchasing program for the following SINs:

SIN 132-8 – PURCHASE OF EQUIPEMENT

FSC CLASS 7010 – SYSTEM CONFIGURATION

Professional Workstations

Laptop/Portable/Notebook Computers

Other Systems Configuration Equipment, Not Elsewhere Classified

FSC CLASS 7025 – INPUT/OUTPUT AND STORAGE

Printers

Display

Graphics (Touch Screens)

Network Equipment

Other Communication Equipment

Optical Recognition Input/Output Devices

Other Input/Output and Storage Devices, Not Elsewhere Classified

FSC CLASS 5895 – MISCELLANEOUS COMMUNICATION EQUIPMENT

Miscellaneous Communication Equipment

FPDS Code N070 Installation for Equipment Offered

**SIN 132-12 – MAINTENANCE OF EQUIPMENT (FPDS Code J070 – Maintenance and Repair Service)
- Maintenance**

SIN 132-32 - TERM SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Operating System Software

Application Software

Electronic Commerce (EC) Software

Microcomputers

Operating System Software

Application Software

Electronic Commerce (EC) Software

**SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND
SOFTWARE (FPDS Code U012)**

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301 IT Facility Operation and Maintenance

FPDS Code D302 IT Systems Development Services

FPDS Code D306 IT Systems Analysis Services

FPDS Code D307 Automated Information Systems Design and Integration Services

FPDS Code D308 Programming Services

FPDS Code D316 IT Network Management Services

FPDS Code D317 Automated News Services, Data Services, or Other Information Services

FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and ordering activities are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of

an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

Blackboard Inc.

650 Massachusetts Ave., N.W., 6th Floor
Washington D.C. 20001
(P) 800.424.9299 (F) 202.462.3240
www.Blackboard.com

Contract Number: GS-35F-0554M

Period Covered by Contract: June 18, 2007 through June 17, 2012

General Services Administration

Federal Supply Service

Pricelist, dated February 2011.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

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**INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, Order Activities are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT

The geographic scope of this Contract is the 48 contiguous states, the District of Columbia, Alaska, Hawaii and Puerto Rico.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

Blackboard, Inc.

ATTN: Patrick Devlin

650 Massachusetts Ave NW, 6th Floor

Washington, DC 20001

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

800.424.9299

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: **01-613-1430**

Block 30: Type of Contractor - **C. Large Business**

Block 31: Woman-Owned Small Business - **No**

Block 36: Contractor's Taxpayer Identification Number (TIN): **52-2081178**

4a. CAGE Code: 1QLN4

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

- a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-08	**
132-12	**
132-32	24 Hours *
132-50	**
132-51	**

*Software is downloadable from www.Blackboard.com, and may be done instantly

**As negotiated between Offeror and Ordering Activity

- b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: PRICES SHOWN ARE NET PRICES; BASIC DISCOUNTS HAVE BEEN DEDUCTED

- a. Prompt Payment – Subject to the applicable provisions of this GSA Schedule, and in consideration for the services provided and license(s) granted, Order Activity shall pay to Blackboard all fees specified or otherwise required pursuant to Order Activity's order, which fees shall be non-cancelable and non-refundable and which amounts shall be due and payable within thirty (30) days following delivery of the products or services. **In consideration for Contractor's performance under this Federal Supply Schedule contract, Order Activity agrees to pay Contractor all fees required by the Ordering Activities, as applicable, which fees will be due in accordance with the provisions of the relevant Ordering Activity, but in no event later than thirty (30) days after the date of an invoice from Contractor. Blackboard expressly reserves the right to change the fees payable under any Schedule with respect to any renewal of such Schedule upon expiration of its then-current term. Order Activity will pay all fees in U.S. dollars. Payments shall be sent to the address indicated on the invoice.**
- b. Quantity – **See Attached Pricelist**
- c. Dollar Volume – **None**
- d. Government Educational Institutions – **None**
- e. Other – **None**

8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING

Not applicable

10. SMALL REQUIREMENTS

The minimum dollar value of orders to be issued is **\$100**.

11. MAXIMUM ORDER (ALL DOLLAR AMOUNTS ARE EXCLUSIVE OF ANY DISCOUNT FOR PROMPT PAYMENT.)

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
Special Item Number 132-08 – Purchase of Equipment
Special Item Number 132-12 – Maintenance of Equipment
Special Item Number 132-32 - Term Software Licenses
Special Item Number 132-51 - Information Technology (IT) Professional Services
- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:
Special Item Number 132-50 - Training Courses

12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS. In accordance with FAR 8.404

[NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 132-51 refer to the terms and conditions for those SINs.]

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering activities need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering activity has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the ordering activity's needs.

- a. Orders placed at or below the micro-purchase threshold. Ordering activities can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.
- b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering activities should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the ordering activity's needs. In selecting the supply or service representing the best value, the ordering activity may consider--
 - (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
 - (2) Trade-in considerations;
 - (3) Probable life of the item selected as compared with that of a comparable item;
 - (4) Warranty considerations;
 - (5) Maintenance availability;
 - (6) Past performance; and
 - (7) Environmental and energy efficiency considerations.
- c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering activity to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering activities shall--

Review additional Schedule Contractors'

- (1) catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;

- (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering activity determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
 - (2) Offer the lowest price available under the contract; or
 - (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).
- d. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering activities may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.
 - e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering activities will find it advantageous to request a price reduction. For example, when the ordering activity finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering activity the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order.
 - f. Small business. For orders exceeding the micro-purchase threshold, ordering activities should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
 - g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an ordering activity requirement, in excess of the micro-purchase threshold, is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering activity shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the ordering activity's needs.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS)

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS)

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA Advantage!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract.

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. INFRINGEMENT OBLIGATIONS

- a. **Order Activity Infringement Obligations.** If any third party brings a claim against Order Activity alleging that the use of the Contractor-manufactured Software or Equipment authorized under this Federal Supply Schedule contract infringes: (1) a U.S. or European patent issued prior to the Effective Date; or (2) a copyright under applicable law of any jurisdiction Order Activity must promptly notify Contractor in writing and make no admission in relation to such alleged infringement. In connection with any such claim and provided that Order Activity has promptly fulfilled all of the foregoing obligations and is not in material breach of the contract, Contractor shall indemnify, and, at its own expense and option: (i) defend and settle such claim, (ii) procure Order Activity the right to use the Software or Equipment, (iii) modify or replace the Software or Equipment to avoid infringement; or (iv) refund the applicable fee paid for the current term. In the event that Contractor exercises option (i) above, it shall have the sole and exclusive authority to defend and/or settle any such claim or action, provided that Contractor will keep Order Activity informed of, and will consult with any independent legal advisors appointed by Order Activity at Order Activity's own expense regarding the progress of such defense.
- b. **Exceptions.** Contractor shall have no liability to Order Activity under the "Contractor Infringement Obligations" provision or otherwise for any claim or action alleging infringement or violation of applicable privacy or publicity laws based upon: (i) any use of the Software or Equipment in a manner other than as specified by Contractor; (ii) any combination of the Software or Equipment with other products, equipment, devices, software, systems or data not supplied by Contractor (including, without limitation, any software produced by Order Activity for use with the Software) to the extent such claim is directed against such combination; (iii) the Order Activity Content, or the use of the Order Activity Content; or (iv) any modifications or customization of the Software or Equipment by any person other than Blackboard (any of the foregoing, separately and collectively, "Order Activity Matters").

- c. **Order Activity Infringement Obligations.** Order Activity shall, at its own expense, indemnify and, at Contractor's option, defend Contractor against any losses, damages or expenses (including, without limitation, reasonable attorneys' fees) arising from any claim, suit or proceeding brought by a third party against Contractor arising out of a Order Activity Matter and shall pay any damages finally awarded or settlement amounts agreed upon to the extent based upon a Order Activity Matter (any of the foregoing indemnifiable matters, each a "Contractor Claim"), provided that Order Activity will not settle any Contractor Claim unless such settlement completely and forever releases Contractor with respect thereto or unless Contractor provides its prior written consent to such settlement. Contractor agrees (i) to provide Order Activity with prompt written notice of any Contractor Claim and (ii) to provide such assistance as Order Activity may reasonably request, at Order Activity's expense, in order to settle or defend any such Contractor Claim.
- d. **Exclusive Remedy.** THE FOREGOING PROVISIONS OF THIS SECTION 8 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF EACH PARTY, AND THE EXCLUSIVE REMEDY OF EACH PARTY WITH RESPECT TO CLAIMS BY ANY THIRD PARTY ALLEGING INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT.

19. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 - (1) Time of delivery/installation quotations for individual orders;
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

20. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

None

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

21. BLANKET PURCHASE AGREEMENTS (BPAs)

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for Order Activities to consider when using this purchasing tool.

22. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

23. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

24. SECTION 508 COMPLIANCE

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

www.Blackboard.com

25. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:
“This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.”

26. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

27. ORDER OF PRECEDENCE

No term or provision set forth or cross-referenced in any purchase order or payment documentation will be construed to amend, add to, or supersede any provision of GS-35F-0554M. This means that the terms and conditions of any purchase order or payment documentation will not be binding upon either Party.

28. **CONFIDENTIALITY**

- a) **Nondisclosure and Nonuse.** Each Party will keep the other Party's Confidential Information confidential. Specifically, each Party receiving Confidential Information agrees not to disclose such Confidential Information except to those directors, officers, employees and agents of such Party (i) whose duties justify their need to know such information and (ii) who have been clearly informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information. Each Party acknowledges that it has all requisite authority under applicable laws to provide the other Party with access to Confidential Information. Each Party receiving Confidential Information further agrees that it will not use such Confidential Information except for the purposes set forth in this Agreement. Each Party receiving Confidential Information shall treat such information as strictly confidential, and shall use the same care to prevent disclosure of such information as such Party uses with respect to its own confidential and proprietary information, provided that in any case it shall not use less than the care a reasonable person would use under similar circumstances.
- b) **Notice.** The receiving Party will promptly notify the disclosing Party in the event the receiving Party learns of any unauthorized possession, use or disclosure of the Confidential Information and will provide such cooperation as the disclosing Party may reasonably request, at the disclosing Party's expense, in any litigation against any third parties to protect the disclosing Party's rights with respect to the Confidential Information.
- c) **Terms of Agreement.** Except as otherwise provided by law, neither Party shall disclose the terms of the Agreement to any third party; provided, however, that either Party may disclose the terms of this Agreement to its professional advisers, or to any potential investor or acquirer of a substantial part of such Party's business (whether by merger, sale of assets, sale of stock or otherwise), provided that such third party is bound by a written agreement or legal duty on terms at least as strict as those set out in this Section 4 to keep such terms confidential.
- d) **Exceptions to Confidential Treatment.** Notwithstanding the foregoing, the preceding provisions of this Section 4 will not apply to information that: (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Each Party may disclose Confidential Information to the limited extent necessary: (a) to comply with the order of a court of competent jurisdiction or other governmental body having authority over such Party, provided that the Party making the disclosure pursuant to the order will first have given notice to the other Party and made a reasonable effort to obtain a protective order; (b) to comply with applicable law or regulation requiring such disclosure; or (c) to make such court filings as may be required to establish a Party's rights under this Agreement.
- e) **Contact Information.** Order Activity hereby authorizes Blackboard to include and use individual Order Activity contact information (i.e., primary contact, system administrator, billing contact) in contact lists for emails, mailings, and faxes from Blackboard relating to Blackboard-provided products and services, support, product and service matters, newsletters, user groups and events, and to provide contact information to third parties whose products or services Order Activity has purchased through Blackboard for the purpose of providing those products and services or support or maintenance for the products and services. Order Activity acknowledges that it has the right to provide such consent, and Blackboard acknowledges that it will not use or distribute the contact information except as explicitly set forth above.
- f) **Other Rights.** Order Activity hereby grants to Blackboard the limited right to use Order Activity's name, logo and/or other marks for the sole purpose of listing Order Activity as a user of the applicable Software in Blackboard's promotional materials. Blackboard agrees to discontinue such use within fourteen (14) days of Order Activity's written request

29. **TERM; TERMINATION**

- a) **Term.** This Agreement shall commence as of the Effective Date and shall continue in effect until either: (i) the expiration of the minimum term, as specified on the GSA Quote, or (ii) the expiration or termination of the agreement, whichever occurs later.
- b) **Termination for Breach.** In the event that either Party materially breaches any obligation, representation or warranty under this Agreement, the non-breaching Party may terminate this Agreement in its entirety, or, at the non-breaching Party's option, it may terminate solely the relevant Purchase Order pursuant to which such breach has occurred, provided in either case that such breach has not been corrected within thirty (30) days after receipt of a written notice of such breach. Without limiting the foregoing, either Party may terminate this Agreement immediately upon written notice to the other Party in the event the other Party materially breaches the provisions of Section 4 or the license usage restrictions in the Agreement.
- c) **Termination for Insolvency.** Without prejudice to any other available remedies, either Party may terminate this Agreement immediately upon written notice if: (i) the other Party becomes insolvent, files for relief under any bankruptcy law, or makes an assignment for the benefit of its creditors generally or has a liquidator or a receiver appointed over a substantial part of its business or assets or commences to be wound up (other than for the purposes of a solvent amalgamation or reconstruction) or (ii) any other circumstances arise in any jurisdiction which entitle a Court or a creditor to appoint a liquidator, receiver, administrative receiver or administrator or equivalent officer or make a winding up order in relation to such Party.
- d) **Effect of Termination.** Upon termination of this Agreement, all licenses granted under this Agreement shall immediately cease. Upon termination, Order Activity will immediately discontinue all use of materials licensed under this Agreement, and will pay to Blackboard all amounts due and payable hereunder. Each Party: (i) will immediately cease any use of the other Party's Confidential Information; (ii) will delete any of the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; and (iii) will return to the other Party or, at the other Party's option, destroy, all copies of the other Party's Confidential Information then in its possession.
- e) **Survival.** The termination or expiration of the Agreement shall not relieve either Party of any obligation or liability accrued hereunder prior to or subsequent to such termination, nor affect or impair the rights of either Party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided in this Agreement. Without limiting the foregoing, the provisions of Sections 26, , 27, 29 (d), 29 (e), 30, 31, 18 and 32 of GS-35F-0554M shall survive the termination of this Agreement for any reason.

30. **FEES; EXPENSES**

- a) **Fees; Payments.** In consideration for Blackboard's performance under this Agreement, Order Activity agrees to pay Blackboard all fees required, as applicable, which fees will be due in accordance with the provisions of this Agreement, but in no event later than thirty (30) days after the date of an invoice from Blackboard. Blackboard expressly reserves the right to change the fees payable under any Agreement with respect to any renewal of such Agreement upon expiration of its then-current term. Order Activity will pay all fees in U.S. dollars. Payments shall be sent to the address indicated on the invoice.
- b) **Late Fees.** Blackboard may charge interest on any overdue amounts at the lower of: (i) the highest permissible rate or (ii) 18% per annum, charged at 1.5% per month from the date on which such amount fell due until the date of payment, whether before or after judgment.
- c) **Audit.** For the sole purpose of ensuring compliance with this Agreement, Blackboard shall have the right, at its expense, to audit Order Activity's use of the Software upon not less than seven (7) days' advance notice. Any such audit shall be during Order Activity's normal business hours and shall not be made more frequently than once every twelve months, provided that if any such audit reveals a material breach of this Agreement, Blackboard may conduct such audits on a quarterly basis until such audits confirm that the relevant breach has been cured. The cost of any such audit shall be borne by Blackboard unless the audit reveals that Order Activity has underpaid fees due under this Agreement in excess of 5% of the total owed for any calendar year, in which case Order Activity shall, in addition, reimburse to Blackboard the reasonable costs of conducting the audit.

- d) **Taxes.** The fees hereunder do not include any sales, use, excise, import or export, value-added or similar tax or interest, or any costs associated with the collection or withholding thereof, or any government permit fees, license fees or customs or similar fees levied on the delivery of any Software or Equipment or the performance of Services by Blackboard to Order Activity. Order Activity will be responsible for payment of such applicable sales, use, excise, import or export, value-added or similar tax or interest at point of sale. All payments due under this Agreement shall be made without any deduction or withholding, unless such deduction or withholding is required by any applicable law of any relevant governmental revenue authority then in effect. If Order Activity is required to deduct or withhold, Order Activity will promptly notify Blackboard of the requirement, pay the required amount to the relevant governmental authority, provide Blackboard with an official receipt or certified copy or other documentation acceptable to Blackboard evidencing payment, and pay to Blackboard, in addition to the payment to which Blackboard is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount actually received by Blackboard equals the full amount Blackboard would have received had no such deduction or withholding been required. If Order Activity is exempt from any such taxes or fees, then such taxes or fees shall not be charged to Order Activity upon Blackboard's receipt of a copy of Order Activity's tax exemption certificate or number.
- e) **Expenses.** Except as provided in this Agreement or any Schedule, each party will be responsible for its own expenses incurred in rendering performance under this Agreement, including, without limitation, the cost of facilities, work space, computers and computer time, development tools and platforms, utilities management, personnel and supplies.
- f) **Purchase Orders.** Order Activity agrees that if its internal procedures require that a purchase order be issued as a prerequisite to payment of any amounts due to Blackboard, it will timely issue such purchase order and inform Blackboard of the number and amount thereof. Order Activity agrees that the absence of a purchase order, other ordering document or administrative procedure may not be raised as a defense to avoid or impair the performance of any of Order Activity's obligations under this Agreement, including payment of amounts owed to Blackboard.

31. **DISCLAIMERS AND REMEDIES.** THE FOLLOWING PARAGRAPHS OF THIS SECTION 7 ARE IMPORTANT LEGAL LANGUAGE. PLEASE READ THESE PARAGRAPHS CAREFULLY, AS THEY LIMIT BLACKBOARD'S LIABILITY TO ORDER ACTIVITY.

Disclaimer of Warranty. EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN ANY ATTACHED SCHEDULE(S): (A) THE SOFTWARE, EQUIPMENT AND ALL PORTIONS THEREOF, AND ANY SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, BLACKBOARD AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY, MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND/OR QUIET ENJOYMENT; (B) NEITHER BLACKBOARD NOR ITS LICENSORS WARRANT THAT THE FUNCTIONS OR INFORMATION CONTAINED IN THE SOFTWARE WILL MEET ANY REQUIREMENTS OR NEEDS ORDER ACTIVITY MAY HAVE, OR THAT THE SOFTWARE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION, OR THAT ANY DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE IS COMPATIBLE WITH ANY PARTICULAR COMPUTER SYSTEM OR SOFTWARE; AND (C) BLACKBOARD AND ITS LICENSORS MAKE NO GUARANTEE OF ACCESS TO OR OF ACCURACY OF THE CONTENT CONTAINED IN OR ACCESSED THROUGH THE SOFTWARE.

Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL BLACKBOARD OR ITS LICENSORS BE LIABLE TO ORDER ACTIVITY FOR ANY OF THE FOLLOWING TYPES OF LOSS OR DAMAGE ARISING IN ANY WAY OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE, EQUIPMENT OR SERVICES, WHETHER OR NOT BLACKBOARD WAS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE:(A) ANY LOSS OF BUSINESS, CONTRACTS, PROFITS, ANTICIPATED SAVINGS, GOODWILL OR REVENUE; (B) ANY LOSS OR CORRUPTION OF DATA OR (C) ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES). IN NO EVENT SHALL BLACKBOARD'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM, EXCEED THE AMOUNT OF FEES PAID BY ORDER ACTIVITY UNDER THIS AGREEMENT FOR THE PARTICULAR SOFTWARE, EQUIPMENT AND/OR SERVICE WITH RESPECT TO WHICH THE RELEVANT CLAIM AROSE DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT, ACT OR OMISSION GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

Liability Not Excluded. Nothing in this Section 31 excludes or limits the liability of Blackboard to the Order Activity for death or personal injury caused by the negligence of Blackboard or any other liability which cannot be excluded by law.

Essential Basis. The Parties acknowledge and agree that the disclaimers, exclusions and limitations of liability set forth in this Section 31 form an essential basis of this Agreement, and that, absent any such disclaimers, exclusions or limitations of liability, the terms of this Agreement, including, without limitation, the economic terms, would be substantially different.

32. MISCELLANEOUS MATTERS

- a) **Severability.** Should any term or provision of this Agreement be finally determined by a court of competent jurisdiction to be void, invalid, unenforceable or contrary to law or equity, the offending term or provision shall be construed (i) to have been modified and limited (or if strictly necessary, deleted) only to the extent required to conform to the requirements of law and (ii) to give effect to the intent of the Parties (including, without limitation, with respect to the economic effect of the Agreement), and the remainder of this Agreement (or, as the case may be, the application of such provisions to other circumstances) shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.
- b) **Conflict Resolution.** Except with respect to controversies or claims regarding either Party's Confidential Information or proprietary rights under this Agreement, in the event any controversy or claim arises in connection with any provision of this Agreement, the Parties shall try to settle their differences amicably between themselves by referring the disputed matter to their respective designated representatives for discussion and resolution. Either Party may initiate such informal dispute resolution by sending written notice of the dispute to the other Party, and if such representatives are unable to resolve such dispute within thirty (30) days of initiating such negotiations, either Party may seek the remedies available to such Party under law. Notwithstanding the foregoing, nothing in this Section 32 (b) will be construed to limit either Party's rights under Sections 29 and 32 (f).
- c) **Governing Law.** This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of New York without reference to its conflicts of law provisions, and each Party irrevocably submits to the non-exclusive jurisdiction of the courts in or for the District of Columbia. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement

- d) **Modification and Waiver.** No modification, amendment, supplement, or other change to this Agreement, including, without limitation, changes to any Schedule will be effective unless set forth in writing and signed by duly authorized representatives of Blackboard and Order Activity. No waivers under this Agreement will be effective unless expressly set forth in writing and signed by a duly authorized representative of the Party against whom enforcement thereof is sought. The failure of either Party to insist upon strict performance of any provision of this Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver of such provision or right with respect to subsequent claims (unless expressly so stated in a valid amendment or waiver), and no waiver of any provision or right shall affect the right of the waiving Party to enforce any other provision or right herein.
- e) **Assignment.** No right or obligation of Order Activity under this Agreement may be assigned, delegated or otherwise transferred, whether by agreement, operation of law or otherwise, without the express prior written consent of Blackboard, and any attempt to assign, delegate or otherwise transfer any of Order Activity's rights or obligations hereunder, without such consent, shall be void. Subject to the preceding sentence, this Agreement shall bind each Party and its permitted successors and assigns.
- f) **Remedies.** The Parties agree that any breach of this Agreement would cause irreparable injury for which no adequate remedy at law exists; therefore, the Parties agree that equitable remedies, including without limitation, injunctive relief and specific performance, are appropriate remedies to redress any breach or threatened breach of this Agreement, in addition to other remedies available to the Parties. All rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently and shall not be deemed exclusive except as provided in herein. If any legal action is brought to enforce any obligations hereunder, the prevailing Party shall be entitled to receive its legal fees, court costs and other collection expenses, in addition to any other relief it may receive.
- g) **Notices.** Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, sent by facsimile, or mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed as set forth above or to such other address as shall be given in accordance with this Section 32 (g), and shall be effective upon receipt.
- h) **Force Majeure.** Except with regard to payment obligations, neither Party will be responsible for any failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or inability to obtain any export or import license or other approval or authorization of any government authority.
- i) **U.S. Government Users.** The following applies to any end user that is a U.S. Government entity: Each of the components that comprise the Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software with only those rights set forth herein. Contractor/manufacturer is Blackboard Inc., 650 Massachusetts Avenue, NW, 1st floor, Washington, DC 2001 All rights not specifically granted in this Agreement are reserved by Blackboard.
- j) **Export Control.** Order Activity shall not export or allow the export or re-export the Software, any components thereof or any Confidential Information of Blackboard without the express, prior, written consent of Blackboard and except in compliance with all export laws and regulations of the U.S. Department of Commerce and all other U.S. agencies and authorities, including without limitation, the Export Administration Regulations of the U.S. Department of Commerce Bureau of Export Administration (as contained in 15 C.F.R. Parts 730-772), and, if applicable, relevant foreign laws and regulations.
- k) **Relationship.** Blackboard and Order Activity are independent contracting parties. This Agreement shall not constitute the Parties as principal and agent, partners, joint venturers, or employer and employee.
- l) **Employment.** Order Activity hereby agrees that during the Term, Order Activity will not, except with prior written approval of Blackboard, directly or indirectly hire (including hiring as an independent contractor) or attempt to solicit for hire, or encourage to end their relationship with Blackboard, any persons who are employed by Blackboard or have been employed by Blackboard at any time within one year preceding such attempts to hire or solicit for hire. For purposes of this Agreement, "Blackboard" includes Blackboard Inc. and its subsidiaries.

- m) **Entire Agreement.** This Agreement and Exhibit(s), constitutes the entire, full and complete Agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties, and this Agreement prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the Parties relating to its subject matter. This means that Order Activity may not and should not rely on any sales or marketing materials provided to it by Blackboard. Blackboard's only obligations to Order Activity related to the subject matter of this Agreement are set forth in this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall exclude or restrict the liability of either party arising out of fraud or fraudulent misrepresentation. This Agreement, and any Schedule thereto, may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. Facsimile signatures will be considered original signatures.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
EQUIPMENT
(SPECIAL ITEM NUMBER 132-08)**

1. ORDERING AND DELIVERY OF EQUIPMENT

Ordering Activities and Purchase Process. For so long as these terms and conditions remain in effect, Order Activity may order any Equipment set forth on Contractor's then-standard price list, or any Equipment with respect to which Contractor has otherwise provided a price quote, by submitting to Contractor either a written Ordering Activity or an authorized Contractor price quote accompanied by payment for such equipment in the form of check or valid authorization to charge Order Activity's credit card account. Contractor agrees to sell to Order Activity the Equipment set forth and requested in any Ordering Activity accepted in writing by Contractor, provided that no Ordering Activity will be binding upon Contractor until Contractor accepts such Ordering Activity in writing, and further provided that Contractor will have no liability to Order Activity with respect to any Ordering Activity that are not accepted. No partial shipment of equipment requested pursuant to any Ordering Activity shall constitute acceptance of the entire Ordering Activity. Order Activity acknowledges that no provision of any Ordering Activity or other similar documentation will be deemed to supersede any provision of the Federal Supply Service contract.

Cancellation. Order Activity may not cancel an Ordering Activity executed concurrently with the execution of this contract. However, Order Activity may cancel any subsequent Ordering Activity by providing written notice to Contractor not less than thirty (30) days prior to the relevant requested shipment date; provided that Order Activity first pays Contractor a cancellation charge equaling fifteen percent (15%) of the total price of the affected Ordering Activity.

Configuration. If identified on the Equipment Configuration form completed by Order Activity, Contractor shall configure the Equipment purchased by Order Activity through Contractor with the specifications as identified on the Equipment Configuration form. In configuring such Equipment, Contractor will install the applicable Software and related components on the Equipment prior to shipment. The related components are limited to those necessary for the Software to function on the Equipment. Contractor is not responsible for installing the most up to date related components if they might, in Contractor's determination, impair the Software's ability to function.

Shipment and Delivery Terms. Upon acceptance of any Ordering Activity, Contractor will establish a shipping date for the relevant Equipment as close as practicable to Order Activity's requested date, subject to Contractor's available inventory and then-current lead time requirements, and provided that Contractor shall be permitted to allocate its then-current inventory and other resources in its discretion. Notwithstanding the foregoing, if Contractor is to configure the Equipment pursuant to Section 1.3, Contractor shall endeavor to ship the Equipment within seven (7) business days of Contractor's receipt of the Equipment. Contractor shall not be liable for any damage or penalty arising from delay in delivery or from failure to give notice of any delay. Contractor agrees to exercise reasonable efforts to expedite particular shipments of Equipment when so requested by Order Activity, provided that Order Activity will be charged an additional fee equal to 10 percent (10%) of the total purchase price for the item being so shipped. The Equipment is made available to the Order Activity on the date Contractor ships the Equipment to Order Activity.

2. **CONSIDERATION FOR EQUIPMENT.**

Equipment Prices; Payments. In consideration for any Equipment sold to Order Activity pursuant to this contract, Order Activity agrees to pay to Contractor the applicable prices set forth in Contractor's then-standard price list, or such other price(s) as may have been provided by Contractor to Order Activity in an authorized Contractor price quote with respect to such Equipment. Order Activity shall additionally pay, prior to shipment of the relevant Equipment, all freight charges, insurance, and other shipping expenses applicable to delivery of such Equipment, as well as expenses for any special packing requested by Order Activity, all of which amounts shall be due and payable within thirty (30) days following receipt of an invoice with respect thereto. Order Activity shall remain responsible for all payments under this Agreement and any other contract with Contractor, regardless of any financing arrangements by Order Activity. Order Activity shall pay to Contractor the amount set forth in the Ordering Activity for the Equipment in accordance with the payment provisions of the contract.

Changes in Fees. Contractor reserves the right to amend its Equipment price lists at any time in its discretion, provided that any increase in such prices shall not affect the amounts payable under any Ordering Activities accepted by Contractor prior to the implementation of such new prices. All Ordering Activities submitted by Order Activity after implementation of any announced price increase but before the date such price increase is effective, shall be priced as if the increase were in effect. Any decrease in applicable prices shall be effective immediately upon publication by Contractor and shall be applicable to all outstanding Ordering Activities accepted by Contractor.

3. **TITLE AND RISK.**

Passing of Title. Title to Equipment shall not pass to Order Activity until Contractor has received in full (in cash or cleared funds) all sums due to it in respect of such Equipment. Notwithstanding the foregoing, the Equipment shall be deemed sold and payment will be owed thereon upon arrival of Equipment at Order Activity's delivery address.

Order Activity Obligations. Until title to Equipment has passed to Order Activity, Order Activity shall: (i) hold such Equipment on a fiduciary basis as Contractor's bailee; (ii) store such Equipment (at no cost to Contractor) separately from all other equipment of Order Activity or any third party in such a way that it remains readily identifiable as Contractor's property; and (iii) insure such Equipment against "all risks" to Contractor's reasonable satisfaction and produce a copy of the policy of insurance upon Contractor's request.

Termination of Right of Possession. Order Activity's right to possession of Equipment owned by Contractor shall terminate immediately if: (i) it becomes insolvent or makes an arrangement with its creditors generally or has a liquidator or a receiver appointed over a substantial part of its business or assets or commences to be wound up (other than for the purposes of a solvent amalgamation or reconstruction); or (ii) it pledges or in any way charges by way of security for any indebtedness any Equipment which is the property of Contractor.

License to Enter. Order Activity grants Contractor, its agents and employees an irrevocable license at any time to enter any premises where the Equipment is or may be stored in order to inspect it, or, where Order Activity's right to possession has terminated, to recover it.

Passing of Risk. Risk of loss or damage to any Equipment shall pass to Order Activity upon shipment of the Equipment.

4. **LIMITED WARRANTY AND EXCLUSIONS.**

Limited Warranty. Subject to Section 4.2 of this Contract and to Article 7 of the Master Terms, Contractor warrants, solely for the benefit of Order Activity, that any Equipment manufactured by Contractor and/or sold by Contractor which is sold to Order Activity under this Contract will substantially conform to applicable Documentation for a period of twelve (12) months after the relevant Available Date, provided that: (i) Contractor has received all amounts owed under this Contract; and (ii) Order Activity is not in material breach of this Contract; and (iii) Order Activity has notified Contractor in writing of any failure of the Equipment to conform to the foregoing warranty within the warranty period. CONTRACTOR'S SOLE OBLIGATION, AND ORDER ACTIVITY'S SOLE REMEDY, WITH RESPECT TO ANY BREACH OF THE FOREGOING WARRANTY, IS REPAIR OR REPLACEMENT (AT CONTRACTOR'S OPTION) OF THE RELEVANT EQUIPMENT IN A TIMELY MANNER.

Equipment Warranty Exclusion. Unless otherwise specified in the Ordering Activity, Contractor does not warrant or provide support for any third-party Equipment sold by Contractor. However, Contractor shall pass through any warranty terms that it receives from such third-parties to the Order Activity. Order Activity acknowledges that it must contact the third-party Equipment manufacturer directly for any warranty or support issues related to such third-party Equipment.

5. **TERM.**

Ordering Activities shall become effective (i) when executed by authorized representatives of both Parties (the "Effective Date"); or (ii) the Effective Date of the Contract, whichever later occurs, and shall continue in effect unless terminated.

**TERMS AND CONDITIONS APPLICABLE TO
TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32)
COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

1. *Grant of License Provision*

For Blackboard Learning System™ Basic Software License Purchases

Subject to the terms and conditions of this Contractor, Contractor grants Order Activity a limited, non-exclusive, non-transferable non-sublicenseable right and license to install and use one (1) production copy of the Software on a single computer server at Order Activity's Designated Server Site, solely in the form of machine-readable, executable, object code or byte code, as applicable, and solely in connection with providing access to Order Activity Content to no more than 3000 Authorized End Users and to use the Documentation. Order Activity acknowledges and understands that, in the event it wishes to use the Software for any purposes other than those expressly permitted by the foregoing, including, without limitation, to provide course materials or other content to any end users who are not Order Activity's Authorized End Users, Order Activity will be required to obtain additional license rights from Contractor pursuant to a separately executed Ordering Activity and payment of additional license fees.

For the following Software License Purchases: Blackboard Learning System™ Enterprise, Blackboard Learning System™ Vista Enterprise, Blackboard Learning System CE™ Enterprise, Blackboard Community System™/Community System™ My Accounts Edition, Blackboard Content System™, Blackboard Portfolio™

Subject to the terms and conditions of this Order Activity and the Federal Supply Schedule contract, Contractor grants Order Activity a limited, non-exclusive, non-transferable non-sublicenseable right and license (i) to install and use one (1) production copy and one unsupported Test Copy of the Software for one installation at Order Activity's Designated Server Site, solely in the form of machine-readable, executable, object code or bytecode, as applicable, and solely in connection with providing access to Order Activity Content to Order Activity's Authorized End Users and to use the Documentation provided, however, that such Test Copy may be used to the extent required for and for the sole purposes of application clustering and/or load balancing, (a) on a group of production servers, with each server acting as a Managed node within such group so that, effectively, the application is deployed on a single logical system host comprised of multiple Managed node servers or (a) on multiple Managed nodes that are configured and deployed on a single physical host that manages the self contained nodes. Order Activity acknowledges and understands that, in the event it wishes to use the Software for any purposes other than those expressly permitted by the foregoing, including, without limitation, to provide course materials or other content to any end users who are not Order Activity's Authorized End Users, Order Activity will be required to obtain additional license rights from Contractor pursuant to a separately executed Schedule and payment of additional license fees.

For Blackboard Transaction System™ Software Purchases

Subject to the terms and conditions of this Order Activity and the Federal Supply Schedule contract, Contractor grants Order Activity a limited, non-exclusive, nontransferable, right and license to (i) use one (1) executable version of the Software and one (1) unsupported Test Copy at Order Activity's site and on the server(s) designated provided, however, that such Test Copy may be used to the extent required for and for the sole purposes of application clustering and/or load balancing, (a) on a group of production servers, with each server acting as a Managed node within such group so that, effectively, the application is deployed on a single logical system host comprised of multiple Managed node servers or (a) on multiple Managed nodes that are configured and deployed on a single physical host that manages the self contained nodes, and for the Blackboard Transaction System software, solely with the number of workstations, point-of-sale devices or other Equipment identified on the attached Equipment Schedule (as such may be amended) that are covered by the limited warranty in Section 7.1 of the Master Terms or maintenance and support services; and to use the Documentation. An install copy of the Software is "made available" to the Order Activity either (i) on the date on which Contractor has notified Order Activity that an install copy of the Software is available for download; or (ii) the date on which the Software made available for installation via diagnostic modem; The download site will be made available to Order Activity for a period of thirty (30) days and Order Activity shall download the Software within this thirty day period. Order Activity acknowledges and understands that, in the event it wishes to use the Software for any purposes other than those expressly permitted by the foregoing, Order Activity will be required to obtain additional license rights from Contractor pursuant to a separately executed Schedule and payment of additional license fees.

For Managed Hosting Service Purchases

Order Activity acknowledges that use and operation of the Hosted Software by Order Activity and/or any Authorized End User is subject to the terms of the applicable Ordering Activity. Notwithstanding such Ordering Activity, for so long as this contract remains in effect, Order Activity may not install, host or operate the Hosted Software, nor may Order Activity or its Authorized End Users otherwise use the Hosted Software, except as hosted by Blackboard and made available by Contractor under this Agreement. In the event that Order Activity has installed the Hosted Software upon any computer server(s) prior to the Ordering Activity's Effective Date (as defined below), Order Activity agrees promptly to remove the Hosted Software from such computer server(s). Order Activity agrees that it may not cause or permit any third parties to access the Hosted Software other than Authorized End Users, nor may Authorized End Users in excess of the then-current Active User Capacity access and use the Hosted Software at any time, provided that the Active User Capacity may be modified in accordance with Blackboard's Additional Storage and Bandwidth Policy. Order Activity shall refrain from, and shall ensure that Authorized End Users refrain from, using the Managed Hosting Services in a manner that is libelous, defamatory, obscene, infringing or illegal, or otherwise abusing the Managed Hosting Services or the resources available through the Managed Hosting Services. Order Activity warrants that its Authorized End Users will comply with the provisions of this contract in all respects.

2. General Usage Restrictions

For Blackboard Academic Suite™ Purchases

Order Activity agrees not to use the Software or Documentation for any purposes beyond the scope of the license granted in the “Grant of License” Provision. Without limiting the foregoing, except as expressly contemplated in this Agreement or as otherwise agreed in writing between the Parties, Order Activity shall not: (i) copy or duplicate the Software or Documentation, provided that, notwithstanding the foregoing, Order Activity shall be permitted to create one (1) copy of the Software for archival, non-productive purposes provided that Order Activity reproduces on the copy all copyright notices and any other confidential or proprietary legends that are on or encoded in the Software; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which the Software is compiled or interpreted, and Order Activity hereby acknowledges that nothing in this Agreement shall be construed to grant Order Activity any right to obtain or use such source code; (iii) install or use the Software on any computer, network, system or equipment other than the Designated Server Site, except with the prior written consent of Contractor; (iv) modify the Software or create any derivative product of the Software, except with the prior written consent of Contractor, provided that the foregoing shall not be construed to prohibit Order Activity from configuring the Software to the extent permitted by the Software’s standard user interface; (v) sublicense, assign, sell, lease or otherwise transfer or convey, or pledge as security or otherwise encumber, Order Activity’s rights under the license granted in “Grant of License” Provision; or (vi) use the Software or Documentation to provide services to third parties other than Authorized End Users in the nature of a service bureau, time sharing arrangement or as an application service provider, as such terms are ordinarily understood within the software industry or for any other reason. Order Activity will not obscure, remove or alter any of the trademarks, trade names, logos, patent, trademark, or copyright notices or markings to the Software, nor will Order Activity add any other notices or markings to the Software or any portion thereof except as permitted by the Software standard user interface. Order Activity shall not use the Software in violation of Contractor’s obligations to any third party incurred prior to the Effective Date, provided that Contractor has notified Order Activity of such obligation. Order Activity shall not provide access to the Software to anyone other than Authorized End Users without Contractor’s prior written consent; provided, however, that Order Activity may provide access to *Blackboard Building Blocks*® partners that are subject to a valid Blackboard developer’s license agreement for the limited purpose of installing, maintaining and supporting their *Blackboard Building Blocks*® applications. Order Activity shall ensure that its use of the Software complies with all applicable laws, statutes, regulations or rules promulgated by governing authorities having jurisdiction over the Parties or the Software. Order Activity warrants that its Authorized End Users will comply with the provisions of this Contract in all respects, including, without limitation, the restrictions set forth in this Provision.

For Blackboard Commerce Suite™ Purchases

Order Activity agrees not to use the Software or Documentation for any purposes beyond the scope of the license granted in “Grant of License” Provision. Without limiting the foregoing, except as expressly contemplated in this Agreement or as otherwise agreed in writing between the Parties, Order Activity shall not: (i) copy or duplicate the Software or Documentation, provided that, notwithstanding the foregoing, Order Activity shall be permitted to create one (1) copy of the Software for archival, non-productive purposes provided that Order Activity reproduces on the copy all copyright notices and any other confidential or proprietary legends that are on or encoded in the Software; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which the Software is compiled or interpreted, and Order Activity hereby acknowledges that nothing in this Agreement shall be construed to grant Order Activity any right to obtain or use such source code; (iii) install or use the Software on any computer, network, system or equipment other than the Designated Server Site, except with the prior written consent of Contractor; (iv) modify the Software or create any derivative product of the Software, except with the prior written consent of Contractor, provided that the foregoing shall not be construed to prohibit Order Activity from configuring the Software to the extent permitted by the Software’s standard user interface; (v) sublicense, assign, sell, lease or otherwise transfer or convey, or pledge as security or otherwise encumber, Order Activity’s rights under the license granted in “Grant of License” Provision; or (vi) use the Software or Documentation to provide services to third parties other than Authorized End Users in the nature of a service bureau, time sharing arrangement or as an application service provider, as such terms are ordinarily understood within the software industry or for any other reason. Order Activity will not obscure, remove or alter any of the trademarks, trade names, logos, patent, trademark, or copyright notices or markings to the Software, nor will Order Activity add any other notices or markings to the Software or any portion thereof except as permitted by the Software standard user interface. Order Activity shall not use the Software in violation of Contractor’s obligations to any third party incurred prior to the Effective Date, provided that Contractor has notified Order Activity of such obligation. Order Activity shall not provide access to the Software to anyone other than Authorized End Users without Contractor’s prior written consent; provided, however, that Order Activity may provide access to *Blackboard Building Blocks*® partners that are subject to a valid Blackboard developer’s license agreement for the limited purpose of installing, maintaining and supporting their *Blackboard Building Blocks*® applications. Order Activity shall ensure that its use of the Software complies with all applicable laws, statutes, regulations or rules promulgated by governing authorities having jurisdiction over the Parties or the Software. Order Activity warrants that its Authorized End Users will comply with the provisions of this Contract in all respects, including, without limitation, the restrictions set forth in this Provision.

3. *Expansion of Licensed Use:*

For Blackboard Academic Suite™ Purchases

The Software is priced annually based upon Order Activity’s “Authorized End User” (as defined below). Order Activity represents and warrants that the Authorized End User band provided to Contractor and set forth on the Ordering Activity is correct and accurate to the best of its knowledge, and agrees that it will inform Contractor of any increase in its Authorized End User band prior to the beginning of any Renewal Term (as defined below). Contractor will assess additional license fees for the Software for increases in Order Activity’s Authorized End User band.

“Authorized End User” means any individual who is enrolled in an Order Activity’s course or an Order Activity’s employee or affiliate during an Initial or Renewal Term. Order Activity’s Authorized End Users will not exceed Order Activity’s number of Authorized End Users reported by the ordering activity.

For K-12 Blackboard Academic Suite™ Purchases

The Software is priced annually based upon Contractor User Bands. Contractor User Bands are calculated on the basis of the total number of "available" users, who are those Authorized End Users whose accounts within the Software are indicated as "available", less the number of parents/guardians that a Order Activity expressly and in good faith notifies to Contractor. Pricing is based on Order Activity's Authorized End Users. Order Activity agrees that the number of available Authorized End Users provided to Contractor is correct and accurate to the best of its knowledge. Order Activity's license for the Software on the Ordering Activity shall be expanded in increments as indicated below and Contractor will assess additional license fees for increases in Order Activity's Authorized End Users. Contractor's User Bands are as follows:

For the purposes of this agreement, "FTE" or "Full Time Equivalent" means all Staff and Students officially enrolled in one or more classes offered by the school or school district.

The school or school district shall provide Contractor ninety (90) days' prior to the commencement of any term a written acknowledgement of the number of individuals who have user IDs for the Software.

For Blackboard Commerce Suite™ Purchases

The Software is priced annually based upon Contractor User Bands. Contractor User Bands are comprised of the number of cardholders. A cardholder will be defined as any individual associated with a licensing institution that can reasonably be anticipated to use a card, or perform a transaction, or utilize a privilege/event in the Contractor Transaction System™, within the forward licensing period (12 months). A cardholder may include, but is not inclusive of, a stored value charge in any module, regular applied board transaction, guest applied board transaction, cash equivalence charge, regular event entry, and guest event entry.

Prior to a Renewal Term, Contractor may conduct an audit in accordance with the Federal Supply Schedule contract, to determine the number of cardholders (as defined above) in the current licensing period. Contractor shall utilize the current number of cardholders determined in such audit and any information that may be supplied by Order Activity to reasonably determine the number of cardholders for the forward licensing period (12 months).

For the Software on the Ordering Activity, Order Activity's license for the Software on the Ordering Activity may be expanded in increments as indicated below:

Cardholder Ranges
1- 1999 cardholders
2000-3999 cardholders
4000-7999 cardholders
8000-14999 cardholders
15000-24999 cardholders
25000-49999 cardholders

Additional bands of 25,000 cardholders will be priced separately.

Contractor's assessment of additional license fees will be in accordance with Contractor's then-current pricing. In the event of growth related to a Order Activity merger or acquisition, Contractor's assessment of additional license fees will be in accordance with Contractors then-current pricing.

4. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software. Blackboard's obligation is limited to repair or replacement of the defective Software in a timely manner, provided Licensee notifies Blackboard of the deficiency within the ninety day warranty period and provided Licensee has installed all Software Updates.

Acceptance will be deemed to have occurred thirty (30) days from client receipt of the Software or upon installation, whichever occurs first.

5. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. *For purchases of Blackboard Community System™ to Commerce Suite™ Order Activities.* Blackboard warrants, solely for the benefit of Order Activity, that any Software licensed under the Ordering Activity which is manufactured by Blackboard will substantially conform to applicable Documentation for a period of ninety (90) days after the relevant Available Date, provided that: (i) Blackboard has received all amounts owed under this Agreement; (ii) Order Activity is not in material breach of this Agreement; (iii) Order Activity has installed any Corrections, Upgrades and Updates made available to Order Activity; and (iv) Order Activity has notified Blackboard in writing of any failure of the Software to conform to the foregoing warranty within the warranty period.

EXCEPT AS EXPRESSLY PROVIDED IN ABOVE PARAGRAPH, (A) THE SOFTWARE AND ANY SERVICES, INCLUDING PROCESSING SERVICES UNDER THE "COMMUNITY SYSTEM FINANCIAL MATTERS" PROVISION OF THIS CONTRACT ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, BLACKBOARD AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY, MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND/OR QUIET ENJOYMENT; AND (B) NEITHER BLACKBOARD NOR ITS LICENSORS NOR ITS PROCESSORS WARRANT THAT THE FUNCTIONS OR INFORMATION CONTAINED IN THE SOFTWARE OR PROVIDED THROUGH THE SERVICES WILL MEET ANY REQUIREMENTS OR NEEDS ORDER ACTIVITY MAY HAVE, OR THAT THE SOFTWARE OR SERVICES WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION, OR THAT ANY DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE IS COMPATIBLE WITH ANY PARTICULAR COMPUTER SYSTEM OR SOFTWARE.

ORDER ACTIVITY ACKNOWLEDGES AND AGREES THAT THE FOREGOING WARRANTY IN THE FIRST PARAGRAPH OF THIS "LIMITED SOFTWARE WARRANTY" PROVISION IS IN LIEU OF ALL OTHER WARRANTIES BY BLACKBOARD, AND THAT BLACKBOARD'S SOLE OBLIGATION, AND ORDER ACTIVITY'S SOLE REMEDY, WITH RESPECT TO ANY BREACH OF THE FOREGOING WARRANTY, IS REPAIR OR REPLACEMENT (AT BLACKBOARD'S OPTION) OF THE RELEVANT SOFTWARE IN A TIMELY MANNER.

6. *Community System Financial Matters*

For purchases of Blackboard Community System™ to Commerce Suite™ Order Activity's

Card Processor. In the event that Order Activity uses the e-commerce functionality incorporated into the Software, Contractor provides connectivity with such credit card processors, at the levels designated, set forth in the Documentation ("Processors") for the purpose of authorization and settlement of credit card transactions. Order Activity shall establish a merchant account with a financial institution that processes credit card transactions with one of the Processors prior to deployment of the Software. Changes required to support changes of Order Activity's bank, credit cards accepted by Order Activity, credit card processor of Order Activity's bank, or communication interfaces with the credit card processor will be chargeable to Order Activity and performed on a timely basis upon written notice to Contractor. Changes required to the Software to enable Order Activity to change card processors or communication interfaces to a card processor will be subject to a one-time charge for labor and licensing of software, to be determined by Contractor at the time of the change request.

Fiscal responsibility. Order Activity retains responsibility for compliance with all rules and regulations of any bank, card association, card processor and other entities related to issuance, acceptance, and settlement and clearing of payment transactions conducted through the Software. In the event Order Activity fails to comply and continues such failure for 30 days after notice from Contractor, Contractor may suspend connectivity under this Section 8 without any further liability or obligation to Order Activity, until such time as Order Activity provides documented evidence of full compliance. Order Activity acknowledges that as a condition of providing connectivity under this Section 8, Contractor may be obligated by its Processors to pay fines and audit costs for security breaches that appear to arise from Order Activity and Contractor's systems. In the event that Contractor is fined or audited due to an alleged security breach of systems within Order Activity's control, Order Activity shall (1) pay all fines or audit fees incurred due to such security breach or (2) solely if applicable state law does not permit Order Activity to pay fines or audit fees, permit Contractor to implement an annual security fee, to be assessed based on the Order Activity's then-current security situation and the likelihood of future fines or audits. Failure to consent to one of the two options above in this Section 8.2 shall mean that Contractor may, in its sole discretion, refuse to provide Order Activity with connectivity to any Processors in connection with the Software.

Financial Privacy. Contractor hereby agrees that it shall comply with all reuse, redisclosure or other Order Activity information handling, processing, security, and protection requirements that are specifically required of a non-affiliated third-party processor or servicer (or subcontractor) under the Federal Trade Commission's Privacy of Consumer Financial Information; Final Rule (16 CFR 313) implementing Title V of the Gramm-Leach-Bliley Act, Public Law 106-102 (the "GLB Requirements") and other applicable federal and state consumer privacy laws, rules, and regulations. Without limiting the foregoing, Contractor agrees that it is prohibited from disclosing or using any nonpublic personal information (as defined in the GLB Requirements) disclosed to it by Order Activity, except solely to carry out the purposes for which it was disclosed, including use under an exception contained in Section 313.14 or 313.15, as applicable, of the GLB Requirements in the ordinary course of business to carry out those purposes.

Contractor's assessment of additional license fees will be in accordance with Contractor's then-current pricing. In the event of growth related to a Order Activity merger or acquisition, Contractor's assessment of additional license fees will be in accordance with Contractor's then-current pricing.

7. **SUPPORT SERVICES**

Order Activity is eligible to receive Product Support from Contractor as described in the Contractor Client Support Services Guide located on Contractor's website at <http://library.blackboard.com/docs/support/supportsvcguid.pdf>

8. SOFTWARE MAINTENANCE

- a. Basic software maintenance is included in the annual term license. Maintenance upgrades are available at Ordering Agency request. See pricelist for details and specific pricing.
- b. Invoices for maintenance upgrade service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

c. *For Blackboard Commerce Suite™ Purchases*

Blackboard will provide Order Activity with Upgrades, Corrections and Updates to the Software as they are made generally available from time to time. Software declared by Contractor to be a general release (“General Release”) shall be installed within ninety (90) days of being made generally available by Blackboard. Contractor reserves the right to terminate this Schedule upon thirty (30) days prior written notice, provided, Order Activity has not installed such Software. Notwithstanding any other provision of this Schedule, Contractor shall provide maintenance and support only with respect to the then current generally available version(s) and/or General Release version.

Installation and Assistance. Contractor will install Software provided pursuant to this Schedule during the Coverage Hours as defined in Blackboard Commerce Suite Maintenance and Support Schedule, provided, Contractor has not deemed Software to be Order Activity installable. In the event Software is deemed by Contractor to be Order Activity installable, Contractor will provide telephone assistance during Coverage Hours. In either instance, Order Activity will schedule in advance with Contractor for such telephone assistance or installation of Software.

Purchase of Maintenance and Support Services. Order Activity may purchase maintenance and support services in accordance with the applicable Schedule.

Additional Services. Any time or expense incurred by Blackboard in diagnosing or fixing problems that are not caused by the Software or are not covered by the maintenance and support services are billable to Order Activity at Contractor’s then-existing rates, with a minimum charge of \$175.00 per call. If Order Activity desires such additional services, it must execute a copy of Blackboard’s Professional Services Agreement and applicable Schedule(s) for the services.

Initial Technical Contacts. Order Activity’s initial Technical Contacts are as follows:

Name	Title	Email	Phone

9. EXCLUSIONS

Blackboard shall have no obligation to support:

- a. Substantially altered, damaged or modified Software;
- b. Software that is not the then-current release, or a Previous Sequential Release;
- c. Errors caused by Licensee, hardware malfunction, or other causes beyond Blackboard’s reasonable control;
- d. Software installed in a hardware or operating environment not supported by Blackboard; and
- e. Third Party Software not licensed through Blackboard.

10. PERIODS OF TERM LICENSES (132-32)

- a. The Offeror shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. The Offeror does not commercially offer the option to discontinue term licenses and/or maintenance and therefore does not offer it in connection with this contract.

- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

11. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

The Offeror does not offer conversion on a commercial basis and therefore cannot offer it in connection with this Contract.

12. TERM LICENSE CESSATION

The Offeror does not offer conversion on a commercial basis and therefore cannot offer it in connection with this Contract.

13. UTILIZATION LIMITATIONS - (132-32)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified. In addition, Blackboard or its licensors shall have sole and exclusive ownership of any Corrections, Updates and/or Upgrades provided to Licensee for the Software pursuant to the Support and Maintenance section herein.
 - (2) Software licenses are by site and by service, bureau, division, command, etc.. The software may not be used by any subdivision of the Licensee without the appropriate license. Further, the software may not be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one agency's site.
 - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have Blackboard's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred upon prior written notice to Blackboard, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes.
- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

14. SOFTWARE CONVERSIONS - (132-32)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

15. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

13. RIGHT-TO-COPY PRICING

Contractor does not offer this option on a commercial basis and therefore cannot offer it in connection with this Contract.

14. MANAGED HOSTING SPECIFICATIONS

Blackboard Learning System™ - Enterprise License/Blackboard Learn Course Delivery:

- Set Up Fee includes service for each installation of the Software or update/upgrade requiring a revised or new hardware and/or software configuration.
- Initial Term Annual Fee includes service for 20 GB of storage and 512 kbps of bandwidth measured using the 95th percentile calculation (as defined below) delivered via redundant Internet uplink and Managed Firewall Service. (Storage and Bandwidth should be adjusted)
- Additional storage and bandwidth are separately charged
- Additional Service units, additional 512 kbps bandwidth, and 20 GB additional storage are separately charged. (Storage and Bandwidth should be adjusted)

The following bullets are for shared hosting for Blackboard Learning System™- CE 4.X version

- Initial Term Annual Fee includes service for up to X seats and 512 kbps of bandwidth measured using the 95th percentile calculation (as defined below) delivered via redundant Internet uplink, and Managed Firewall Service.
- A Seat is defined as the number of enrollments, so 1 user with 3 enrollments is counted as 3 seats.
- Due to the nature of the shared-hosting environment, certain global customizations, system integrations, VPN, and/or SSL on transactions other than login CANNOT be provided.
- Due to the nature of the shared hosting environment, Blackboard Managed Hosting will determine the date and time in which Blackboard Managed Hosting will perform maintenance on the environment, including Blackboard applications upgrades and updates. Blackboard Managed Hosting will strive to perform the maintenance during Blackboard Managed Hosting's normally scheduled maintenance window period and give each Order Activity on the shared-hosting environment a minimum of 7 days notice for any schedule maintenance outside of normally scheduled windows.

Shared Hosting

The following bullets are for any of the following licenses that are being hosted on **shared hosting** for CE 6.X and above as well as any Vista version:

Blackboard Learning System™ - Vista Enterprise License

Blackboard Learning System™ - CE Enterprise Ltd. License

Blackboard Learning System™ - CE Basic License

- Initial Term Annual Fee includes service for 512 kbps of bandwidth measured using the 95th percentile calculation (as defined below) delivered via redundant Internet uplink, and Managed Firewall Service.
- Due to the nature of the shared-hosting environment; certain global customizations, system integrations, VPN, and/or SSL on transactions other than login CANNOT be provided.
- Due to the nature of the shared-hosting environment, Blackboard Managed Hosting will determine the date and time in which Blackboard Managed hosting will perform maintenance on the environment, including Blackboard applications upgrades and updates. Blackboard Managed Hosting will strive to perform the maintenance during Blackboard Managed Hosting's normally scheduled maintenance window period and give each Order Activity on the shared-hosting environment minimum of 7 days notice for any scheduled maintenance outside of normally scheduled windows.

* A user is defined as any account in the database regardless of enrollments

** Section is defined as an instance of a course. A section is where enrollments are made.

Dedicated Hosting

The following bullets are for any of the following licenses that are being hosted on **dedicated hosting** for CE 6.X and above as well as any Vista version :

Blackboard Learning System™ - Vista Enterprise License

Blackboard Learning System™ - CE Enterprise Ltd. License

Blackboard Learning System™ - CE Basic License

- Set Up Fee includes service for each installation of the Software or update/upgrade requiring a revised or new hardware and/or software configuration.
- Initial Term Annual Fee includes service for 200 GB of storage and 512 kbps of bandwidth measured using the 95th percentile calculation (as defined below) delivered via redundant Internet uplink and Managed Firewall Service. (Storage and Bandwidth should be adjusted)
- Additional storage and bandwidth are separately charged
- Additional Service units, additional 512 kbps bandwidth, and 100 GB additional storage are separately charged. (Storage and Bandwidth should be adjusted)

Dedicated Hosting for CE 4:

The following bullets are for any of the following licenses that are being hosted on **dedicated hosting** for CE 4 hosting:

Blackboard Learning System™ - CE 4 License

- Set Up Fee includes service for each installation of the Software or update/upgrade requiring a revised or new hardware and/or software configuration.
- Initial Term Annual Fee includes service for 50 GB of storage and 512 kbps of bandwidth measured using the 95th percentile calculation (as defined below) delivered via redundant Internet uplink and Managed Firewall Service. (Storage and Bandwidth should be adjusted)
- Additional users, storage and bandwidth are separately charged

Blackboard Dedicated Hosting Portfolio for Learning System™ CE 6 Enterprise or Vista Enterprise License

- Order Activity must have Blackboard Learning System™ Campus Edition Enterprise or Vista Enterprise hosted with Blackboard as Hosted Software by Managed Hosting Services in order to host the Portfolio.
- Set Up Fee includes service for each installation of the Software module or update/upgrade requiring a revised or new hardware and/or software configuration.
- Initial Term Annual Fee includes 200 GB of storage and 512 kbps of bandwidth measured using the 95th percentile calculation (as defined below) delivered via redundant Internet uplink and Managed Firewall Service. (Storage and Bandwidth should be adjusted)
- Additional storage bandwidth are separately charged

Blackboard Content System™/Blackboard Content Management:

- Order Activity must have Blackboard Learning System hosted with Blackboard as Hosted Software by Managed Hosting Services in order to host the Content System.
- Set Up Fee includes service for each installation of the Software or update/upgrade requiring a revised or new hardware and/or software configuration.
- Initial Term Annual Fee includes 20 GB of storage and 512 kbps of bandwidth measured using the 95th percentile calculation (as defined below) delivered via redundant Internet uplink and Managed Firewall Service. (Storage and Bandwidth should be adjusted)
- Additional storage and bandwidth are separately charged

Blackboard Outcomes System™:

- Set Up Fee includes service for each installation of the Software or update/upgrade requiring a revised or new hardware and/or software configuration.
- Initial Term Annual Fee includes service for 100 GB of storage delivered via redundant Internet uplink and Managed Firewall Service. . (Storage should be adjusted)
- Additional storage and bandwidth are separately charged
- Additional Service units and 100 GB additional storage are separately charged.

Blackboard Platinum Package

- Includes Academic Suite™, Learning System™- CE 6 Enterprise License, or Learning System™ Vista Enterprise License
- Includes Non-Production Test Environment and Blackboard Staging Environment, and a Platinum Project Manager, all described below. The Staging Environment, when sold with the Platinum Package, is only available during major upgrade periods
- Set-up Fee includes service for each installation of the Software or update/ upgrade requiring a revised or new hardware and/or software configuration.
- Initial Term Annual Fee includes service for 250 GB of storage and 20 Mbps of bandwidth measured using the 95th percentile calculation (as defined below) delivered via redundant Internet uplink and Managed Firewall Service. . (Storage and Bandwidth should be adjusted)
- Additional storage and bandwidth are separately charged
- Additional Service units, additional 512 kbps bandwidth, and 20 GB additional storage are separately charged.
- The Platinum Project Manager is a proactive relationship manager whose primary goal is to manage the Order Activity's upgrade period(s) from the Managed Hosting side. He/ she will work as a single point-of-contact for all major upgrades.

Business Objectives of the Platinum PM (PPM):

1. Management
 - a. Central Point of Contact and Escalation: The PPM will be the central point-of-contact within Blackboard Managed hosting Services during the upgrade period, lasting no longer than three months per upgrade with no more than two major upgrades during a year term.
 - b. Internal Blackboard Delivery Coordination: Coordinate with Blackboard Global Services Project Management, Developers, Order Activity's Technical Support Manager in Managed hosting Services, Managed Hosting Operations, Engineering, and other elements of Blackboard to deliver and manage Order Activity's requirements during the upgrade periods.
 - c. Infrastructure and Software Upgrade Management: Design and implement Managed Hosting testing and/or staging in coordination with Order Activity as necessary for testing and evaluation purposes (examples: upgrading from one Blackboard version to another, upgrading application servers).
2. Communication
 - a. Contact: Be dedicated to Order Activity's Systems Administrators and Operations staff through a dedicated phone number/ email/ Instant Messenger (or other contact method) for day-to-day Managed Hosting upgrade project status reporting.
 - b. Project Communication: Build pro-active, two-way communication processes in coordination with Order Activity for upgrade project management, support issue escalation, and other communication procedures as necessary.
 - c. Regular Reporting: Coordinate and facilitate regularly scheduled (weekly or bi-weekly) and ad-hoc project and status update meetings surrounding the upgrade project.

3. Documentation

- a. Upgrade Project Planning and Regular Status Reporting: Document upgrade project plans with milestones, timelines, and resource requirements. Provide weekly updates to Order Activity on status of the project plan until the upgrade has completed successfully with the Order Activity's approval for project closure.

Blackboard Non-Production Test Environment:

- Initial Term is a minimum of six (6) months and renew automatically for successive 6-month terms (each, a "Renewal Term"), unless either Party provides notice of its desire not to renew more than thirty (30) days prior to the end of the Initial-Term or then-current Renewal Term.
- Setup Fee includes installation of Test Copy Hosted Software on computer servers and systems in Blackboard's non-production environment.
- Initial Term Fee includes 9 GB of server storage and burstable bandwidth provided through Blackboard's broadband connection, and grants Order Activity full root access to servers.
- The Non-Production Environment is not designed to fully replicate or clone the production environment in terms of physical infrastructure
- Non-Production Test Environment by its nature DOES NOT meet the Service Level specifications under Exhibit B, and therefore, DOES NOT qualify for Service Level Guarantees.

Blackboard Non-Production Test Environment (for use as LDAP failover server by Order Activity):

- Initial Term is a minimum of six (6) months and renew automatically for successive 6-month terms (each, a "Renewal Term"), unless either Party provides notice of its desire not to renew more than thirty (30) days prior to the end of the Initial-Term or then-current Renewal Term.
- Setup Fee includes installation of Red Hat Linux OS and availability of a server to be used by Order Activity for LDAP failover.
- Order Activity is solely responsible for setting up the server as Order Activity's LDAP failover server, including the installation and maintenance of Order Activity's LDAP application.
- Initial Term Fee includes 9 GB of server storage and burstable bandwidth provided through Blackboard's broadband connection, and grants Order Activity full root access to servers.
- The Non-Production Environment is not designed to fully replicate or clone the production environment in terms of physical infrastructure
- Non-Production Test Environment by its nature DOES NOT meet the Service Level specifications under Exhibit B, and therefore, DOES NOT qualify for Service Level Guarantees.

Blackboard Staging Environment

- Initial Term is a minimum of six (6) months and renews automatically for successive 6-month terms (each, a “Renewal Term”), unless either Party provides notice of its desire not to renew more than thirty (30) days prior to the end of the Initial-Term or then-current Renewal Term.
- Setup Fee includes installation of Test Copy Hosted Software on computer servers and systems in Blackboard’s production environment.
- Initial Term Fee includes 20 GB of storage and 512 kbps of bandwidth measured using the 95th percentile calculation (as defined above) delivered via redundant Internet uplink and Managed Firewall Service. (Storage and Bandwidth should be adjusted)
- The Staging Environment is not designed to fully replicate or clone the production environment in terms of physical infrastructure.
- Per Order Activity request, Managed Hosting will provide up to four (4) clones of the Order Activity production data per year. Up to 500GB of storage can be used for a period of up to six (6) months of the year. This cloned data will not be backed up/.
- The Staging Environment is designed for Order Activity to test and approve new update/upgrade software and changes in software configuration before implementing such software in a production environment. It may not be used for production purposes.
- The Staging Environment, when sold with the Platinum Package, is only available during major upgrade periods.

Blackboard High Availability/High Performance Managed Hosting Service

- Oracle RAC clustered database nodes configuration pointing to a separate Order Activity-dedicated RAID-4 protected storage volumes for redundant and load balanced database servers configuration.
- Oracle RAC license included
- Two (2) dedicated database servers as database nodes
- Includes Oracle Recovery Manager (RMAN) database backup service, which allows point-in-time database backup and restore capability.

Complex Hosting Technical Manager

Complex Hosting Technical Manager

- Initial term annual fee includes service of X% CHM
- A Complex Hosting Manager is a Project Manager and Technical Specialist whose resources can be purchased such that the time a CHM dedicates to a client is in line with the individual needs of that client. For example, a client who purchases a 25% CHM will receive ten hours a week – or 25% of a standard forty hour work-week – dedicated to them. That CHM can have up to four clients total. A 50% CHM can have up to two clients total and will dedicate twenty (20) hours a week to one and twenty (20) hours a week to the other, and so forth.
- Roles and responsibilities of the Blackboard Complex Hosting Manager (“CHM”) will primarily fall under the following three objectives: management, communication and documentation.
- The Platinum Project Manager – formerly called the CHM for Platinum Package clients – is only available during major upgrade periods, as necessary

- A. **Management** – Plan and project manage Order Activity’s Managed Hosting infrastructure implementation, growth, and planned and reactive changes. To meet this objective, the CHM’s tasks may include, but not be limited to, the following:
- Central Point of Contact and Escalation: The CHM will be the central point-of-contact within Blackboard Managed Hosting CHM Services and maintain day-to-day knowledge of all plans, activities, and status of projects and issues involving Order Activity’s hosted environment
 - Infrastructure Management: Plan and manage projects involving Order Activity’s infrastructure for scalability, optimal performance, and growth in coordination with Order Activity and all elements within Blackboard
 - Internal Blackboard Delivery Coordination: Coordinate with Blackboard Global Services Project Management, Developers, and Order Activity’s Technical Support Manager in Managed Hosting CHM Services, and Managed Hosting Operations and Engineering and other elements of Blackboard to deliver and manage Order Activity’s requirements
 - Managed Hosting Support Activities: Support directly the hosted Blackboard application and infrastructure through:
 - Direct Managed Hosting ticket escalation management and documentation
 - Development support activities focused on impact analysis and evaluation based on updates and upgrades
 - Infrastructure Expansion: Modify and order hardware when necessary in coordination with Order Activity
 - Infrastructure and Software Upgrade Management: Design and implement Managed Hosting testing and/or staging in coordination with Order Activity as necessary for testing and evaluation purposes (examples: upgrading from one Blackboard version to another, upgrading application servers)
 - Auditing: Regularly conduct systems audit and analysis on Order Activity’s Managed Hosting environment’s performance and utilization for proactive monitoring, infrastructure management, forecasting and reporting purposes
 - Order Activity Business Planning Integration: Keep master schedule of Order Activity’s academic activities and key events/milestones. Communicate to entire Blackboard Team on critical events on the calendar.
- B. **Communication** - Build and execute business processes for communication and Order Activity support (with a special focus on providing transparency and visibility into the purchased Managed Hosting services and change management). To meet this objective, the CHM’s tasks may include, but not be limited to, the following:
- Contact: Be fully dedicated to Order Activity’s Systems Administrators and Operations staff through a dedicated phone number for day-to-day Managed Hosting support requests and status reporting
 - Project Communication: Build two-way communication processes in coordination with Order Activity for project management, support issue escalation, and other communication procedures as necessary
 - Regular Reporting: Coordinate and facilitate regularly scheduled (weekly or monthly or quarterly) and ad-hoc project and status update meetings
 - Channel Management: Modify and update communication processes and channels as deemed necessary
 - On-site Support: CHM will make two on-site visits within the one year contract period.

- C. **Documentation** - Document and report on Order Activity's Managed Hosting infrastructure, projects status, escalation issues, and other Order Activity Managed Hosting environment-relevant knowledge. Complete and thorough documentation will be a key Managedect of meeting the management and communications objectives of the CHM. As such, the CHM will provide the following documents during the life of the relationship between the CHM and Order Activity:
- Operations and Plans: Develop detailed documents including Escalation process, Operations Handbook, Infrastructure test and implementation plans
 - Regular Status Reporting: Document and provide weekly reports to Order Activity on all project plans and updates
 - Infrastructure Reporting: Document and provide monthly updated reports to Order Activity on Infrastructure design, hardware inventory, monitoring and management infrastructure, change management logs and other relevant materials
 - Change Management/Status (I): Provide timely and detailed reports of planned infrastructure changes; planned or unplanned service outages, or degradation of services; and issue resolution reports
 - Change Management/Status (II): Document and communicate any procedural changes that regulate the flow of code fixes, patches to the production environment
 - SLA Performance Reporting/Analysis: Provide monthly reports (and as often as necessary to manage system stability) on system utilization and performance, including MRTG graphs, user activities summaries, and systems performance analysis. Goal will be to develop, mutually with Order Activity, a standard set of reporting for overall systems management.

Secure Socket Layer – annual fee that is separately charged

- Secure Socket Layer (SSL) is an encryption protocol that prevents eavesdropping of data that passes between a web server and an end-user's browser. SSL enabled websites encrypt data before it is transmitted from the web server to the end user and from the end user to the web server. Blackboard's Learning System 6.1 and higher versions contain SSL Choice feature, which once turned on allows Order Activity to choose which parts of the site should be encrypted and which should not, which in turn effectively reduces unnecessary CPU usage associated with SSL software. In order to take advantage of the SSL Choice, Order Activity must have SSL software enabled.
- As an optional service, Blackboard offers Software-based Secure Socket Layer (SSL) to Order Activity for added security to Order Activity's data transmission. Order Activity must have Blackboard Learning Systems 6.1 or higher version in order to take advantage of this Service. Blackboard will obtain an SSL certificate from a certificate authority and set up the service for the Order Activity at the then-standard applicable rates.

Virtual Private Network -- setup fee plus annual fee that is separately charged

- As an optional service, Blackboard offers a Virtual Private Network (VPN) service, which is a point to point virtual network tunneling and data encryption technology that allows the passing of sensitive information over public networks while protecting the data from being intercepted by a third party. Blackboard hosts VPN devices in Blackboard's facility and manages the VPN encryption tunnel between the Blackboard datacenter and Order Activity-designated site. Blackboard will ship to Order Activity VPN hardware which sits in front of the snapshot controller and encrypts all information coming from Blackboard to Order Activity's servers.

- Order Activity is responsible for installing the configured VPN hardware to their existing network. Blackboard will provide the Order Activity with documentation to be used with the VPN hardware installation process. Order Activity will receive standard Product Support. Upon the request of the Order Activity, Blackboard may send a Technical Consultant to assist in the installation of the VPN hardware. The Technical Consultant will be provided at the then current Blackboard rates, including time and materials.
- Order Activity will be charged a one-time set up fee and annual recurring charge at the then-standard applicable rates for this optional service.

*95th Percentile calculation – 95th Percentile calculation is performed by: 1) collecting IP traffic samples (both inbound and outbound traffic) every five (5) minutes over the course of a month; 2) discarding the top 5 percent of the highest peak samples; and 3) measuring the peak usage from the remaining samples.

Data Restoration Policy – per restore fees are separately charged per chargeable restore incident

Additional Storage and Bandwidth Annual Fees are separately charged

*User is defined as a person enrolled in one or more active courses, or part of one or more organization.

- 15. MANAGED HOSTING SERVICES SPECIFICATIONS - AS OF THE AVAILABLE DATE**
 NOTE: ORDER ACTIVITY ACKNOWLEDGES THAT NOTHING IN THIS EXHIBIT B CREATES ANY ADDITIONAL WARRANTIES OR GUARANTEES, OTHER THAN AS SET FORTH IN THE MANAGED HOSTING SCHEDULE, THE SOFTWARE SCHEDULE AND/OR THE MASTER TERMS, AS APPLICABLE.

Service Level

Security:

- Single point of entry to co-location is guarded 24 hours a day with access controlled by an access database and video surveillance
- Monitoring of the co-location area and only those persons authorized by Blackboard’s access list are allowed past a central point.
- Surveillance cameras located throughout the facility capture activity to help ensure no unauthorized entry to protected areas.

Power:

- State-of-the-art generators clean and condition commercial electrical power to remove irregularities in the signal. Power is run through the generators before being passed into the facility.
- In the event of a loss of power from the grid, power backups are utilized in the following order: commercial utility underground conduits, two-hour battery backup (industry standard only 15 minutes), diesel generator with full-load capability and additional fuel supply.

Network:

- Redundant Internet connections through dual Tier-1 Internet Service Providers

Startup:

Blackboard is responsible for the setup and configuration of the necessary hardware, software and all components of the Order Activity server(s). This includes but not limited to, the server hardware and software, telecommunications hardware and software, security software and other software that is reasonably necessary to operate and maintain the Hosted Software.

Initial Access Date:

The Hosted Software is typically accessible from the hosting site within 7 business days after execution of the Managed Hosting Schedule, provided that the Master Terms and the relevant Software Schedule have been executed, and provided that Order Activity has provided to Blackboard a URL and any other information required by Blackboard. Blackboard shall provide Order Activity with procedures for access; the procedures may include, without limitation, provision of any access codes, passwords, technical specifications, connectivity standards or protocols, or any other relevant procedures, to the limited extent any of the foregoing may be necessary to enable Order Activity to permit its Authorized End Users to access and use the Hosted Software as contemplated in this Managed Hosting Schedule.

Availability/Service Credit:

The Hosted Software is accessible 24/7, with a 99.7% targeted uptime. 99.7% uptime means that for 99.7% of the time during any calendar month, the Managed Hosting Services shall be available. Unavailability is a condition in which there is unavailability of the Hosted Software due to hardware failure OR sustained packet loss in excess of fifty percent within the Blackboard hosting facilities for at least fifteen consecutive minutes due to a failure of Blackboard to provide Managed Hosting Services during such period; unavailability does not include packet loss or network unavailability due to scheduled maintenance, or inability of a user to connect with the Managed Hosting Services due to Internet or telecommunications problems outside the control of Blackboard. In order to receive any service credit, Order Activity must notify Blackboard within seven (7) days from the time Order Activity becomes eligible to receive a service credit. Failure to comply with this requirement will forfeit Order Activity's right to receive a service credit. The aggregate maximum number of service credits to be issued by Blackboard to Order Activity for any and all downtime periods and performance problems during any given calendar month shall not exceed one month of service. Service credits are issued as followed:

<u>Length of Unavailability (per calendar month)</u>	<u>Service Credit</u>
1 to 4 hours of aggregate unavailability below 99.7% monthly fees)	1 day of service fees credited (i.e., 1/30)
4 to 48 hours of aggregate unavailability below 99.7% (i.e., 1/15* monthly fees)	2 days of services fees credited
48 to 96 hours of aggregate unavailability below 99.7% monthly fees)	5 days of service fees credited (i.e., 1/6 *

*Each block of 96 hours of aggregate unavailability thereafter shall be credited 5 days of service fees.
*All Service Credit shall be applied to the next period's Managed Hosting fees.

Backup and Disaster Recovery:

Blackboard provides comprehensive redundant backups which are stored online and at a separate facility. Blackboard retains backup data for one month. In the event of a disaster, Blackboard will use reasonable efforts to restore service. Blackboard will not attempt to restore service if such attempt shall put Blackboard, its employees or its agents at risk for injury.

Outages

If a system outage occurs, Blackboard will notify Order Activity's designated technical contact via email. This notice will include the reason for the system outage and estimated time for restoration of Managed Hosting Services if Blackboard knows this information when it gives this notice.

Following recovery from any particular system outage, Blackboard will provide Order Activity with a post-incident summary that will include:

Upon receipt of notification of a problem with the Blackboard system or the Managed Hosting Services, Blackboard will investigate the problem and determine if a system outage exists. If a system outage exists, Blackboard will provide Order Activity with a time estimate for resolution of the problem, if known at that time. Blackboard will

promptly commence remedial activities and use commercially reasonable efforts to resolve the system outage within the time estimate provided to Order Activity.

MONITORING AND PERFORMANCE

Blackboard will make network performance reports available to the Order Activity via www.behind.blackboard.com or as requested. These reports are designed to provide usage and performance information to help in the continual monitoring and improvement of the design and operation of the hosted environment.. Upon request by Order Activity, Blackboard will provide Order Activity with monthly reports including information on Managed Hosting Services usage, system outages and changes made to the Blackboard system during that month. Upon request Blackboard will provide the Order Activity with the following report:

Specific System Outage Details:

Time of outage
Length of outage
Affected areas
Reason for outage
Order Activity contact notified (if any)
Remedy to prevent outage reoccurrence (if any)

Order Activity acknowledges and agrees that any of the foregoing reports shall constitute Blackboard's Confidential Information for purposes of this Agreement.

Ongoing:

The hardware, software and network are monitored and maintained by Blackboard and will be accessible twenty-four (24) hours a day, seven (7) days a week, in accordance with industry standards, except for scheduled maintenance and required repairs, in advance of which the Order Activity shall be notified by email.

- Blackboard maintains responsibility for all day-to-day server maintenance. Server maintenance may include, but is not limited to, hardware upgrades, OS upgrades, patch installations, database administration, server user administration and performance tuning.
- Blackboard maintains a software monitoring system to provide real-time information about the Managed Hosting environment to the Blackboard Network Operations Center (NOC), to assist Blackboard system administrators proactively monitoring the Managed Hosting environment.
- Blackboard maintains the functioning of all hardware components for which it is responsible under this Exhibit and will replace any failed components. Hardware replacement will begin immediately upon identification of the hardware failure and if cannot be completed with a reasonable amount of time, the access to the Hosted Software will be redirected to a temporary server to reduce downtime.
- Blackboard implements a backup strategy of performing daily backups with a retention period of 1 month. Where possible, data is replicated to an offsite location.
- Blackboard collects bandwidth usage and web hit statistics on all Order Activity-hosted machines. This information will be provided upon request.

DATA CENTER SPECIFICATIONS

Blackboard houses servers in a facility that offers environment control, security, and backup power, as more specifically described below:

Environment:

- The data center is designed to maintain a constant temperature of 68¼F, plus or minus 2¼F, with humidity of 45%.

Server Setup:

The servers are set up to maintain fail back, redundant connectivity, comprehensive backups, 24x7 monitoring, and 99.7% uptime.

ORDER ACTIVITY RESPONSIBILITIES. Blackboard is not responsible for management and actual use of the features and function of the Hosted Software. Order Activity bears all responsibility for such management and actual use, including, without limitation:

- The Order Activity has full access to the Administrator Menu and is responsible for the following:
- Creating/Removing Users including Students, Teachers, System Administrators, etc.
- Modifying all User Information
- Creating/Removing all Course Web Sites
- Building and Managing all Course Web Sites
- Customization to the Site
- System Usage Tracking Reports
- Deciding which product features will be available or unavailable, how much functionality instructors will be allowed, etc.
- Choosing Icon Themes
- All changes to the Blackboard-named URL. All Blackboard Order Activities are assigned a URL that reads <http://institutionname.blackboard.com>. The institution is allowed to pick the “institutionname”. However, any re-directs to other URLs are the responsibility of the Order Activity and not Blackboard. For example, if the Order Activity chooses the URL <http://institutionname.org>, the institution is responsible for the redirect to the <http://institutionname.blackboard.com> site using a CNAME record. Any IP addresses are allocated by Blackboard to Order Activity are in accordance with the American Registry for Internet Numbers (ARIN) guidelines for Internet Numbers and applicable agencies.

BUILDING BLOCKS POLICY. If Order Activity has implemented the Blackboard Software prior to purchasing Managed Hosting Services or plans to implement a Building Block, Blackboard recommends the following steps before installing a Building Block on a production system: 1) apply and thoroughly test all Building Blocks in Order Activity’s test/development environment prior to implementing the Building Block in the production environment; and 2) before requesting an update/upgrade to Blackboard on Order Activity’s production environment, Order Activity contacts the vendor of the Building Block or check the Building Blocks Catalog to ensure that Order Activity has the latest version prior to upgrading Order Activity’s Hosted Software. If an issue arises with Order Activity’s Hosted Software, Managed Hosting Service Support will work with Order Activity to troubleshoot the problem. If Managed Hosting Service Support isolates the problem as related to one or several Building Blocks, Managed Hosting may need to disable the Building Block to further troubleshoot the issue or to restore overall service.

16. BLACKBOARD MANAGED HOSTING BUSINESS CONTINUITY

1. BLACKBOARD RESPONSIBILITIES.

1.1 Provision of Access to Hosted Software.

In cases where Order Activity is locally hosting the primary site: Once the Order Activity has contacted Blackboard Managed Hosting to notify them of a disaster scenario, Blackboard will bring up the backup site as per the defined RTO and RPO (see Exhibit B). At that point, Blackboard will make access to the features and functions of the Hosted Software available to Order Activity’s Authorized End Users. Blackboard will specify to Order Activity procedures according to which Order Activity should contact Blackboard in the event of a disaster.

In cases where Blackboard Managed Hosting is hosting the primary site: Once Blackboard has determined that a disaster scenario has occurred; Blackboard will bring up the backup site as per the defined RTO and RPO (see Exhibit B). At that point, Blackboard will make access to the features and functions of the Hosted Software available to Order Activity’s Authorized End Users. Blackboard will specify to Order Activity procedures according to which Order Activity should contact Blackboard in the event of a disaster.

1.2 Responsibility for Hosting During Disaster Period. Blackboard shall install and operate the Hosted Software on computer servers and systems under its direct or indirect control. Blackboard will also install and store the Order Activity Content for purposes of access by the Hosted Software, provided that nothing in this agreement shall be construed to require Blackboard to provide for, or bear any responsibility with respect to, the design, development, operation or maintenance of any Web site owned or operated by Order Activity, or with respect to any telecommunications or computer network hardware required by Order Activity to provide access from the Internet to any such Order Activity Web site. Nothing in this agreement shall be construed to grant to Order Activity a license to access and/or use Blackboard's systems except for purposes of accessing and using the Hosted Software and except pursuant to the procedures and protocols specified by Blackboard pursuant to Section 1.1. Solely to the extent necessary to perform Blackboard's obligations pursuant to this agreement, Order Activity grants to Blackboard a royalty-free, non-exclusive, worldwide license to use, reproduce, transmit, distribute, perform, display, and, to the extent required by the Hosted Software, modify and create derivative works from the Order Activity Content. As between Order Activity and Blackboard, Order Activity retains ownership of the Order Activity Content. Blackboard shall maintain the confidentiality of all Order Activity Content that is stored on its servers in accordance with Section 28 of this agreement.

1.3 Availability and Operational Specifications. Blackboard will undertake commercially reasonable measures to ensure that, from and after the Available Date and for so long as this agreement remains in effect the Managed Hosting Services provided pursuant to this agreement will (i) be available and accessible as contemplated in this agreement twenty-four (24) hours per day, seven (7) days per week within the parameters set forth in Exhibit B, and (ii) conform in all material respects to the technical specifications and performance parameters set forth in Exhibit B. Exhibit B may be modified from time to time, upon notice to Order Activity. Notwithstanding the foregoing, Blackboard will have no liability under this Section 1.3 to the extent any nonconformity with the standards set forth in Exhibit B arises, in whole or in part, from (i) any use of the Hosted Software by Order Activity or any Authorized End User other than in accordance with the terms and conditions set forth in this Agreement; (ii) any failure by Order Activity or any Authorized End User to comply with any procedures, technical standards and/or protocols specified by Blackboard pursuant to Section 1.1 of this agreement or (iii) any causes beyond the control of Blackboard or which are not reasonably foreseeable to Blackboard, including but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures. It is agreed and acknowledged that the service credits referred to in Exhibit B shall be Order Activity's sole remedy, and Blackboard's sole obligation, with respect to failures of the Managed Hosting Business Continuity Services to meet the technical specifications and performance parameters set forth in Exhibit B. Blackboard does not warrant or guarantee the Managed Hosting Business Continuity Services except as expressly stated in this agreement.

1.4 Data Restoration Policy. Once Business Continuity Service comes online and while the Business Continuity environment is active, Blackboard will back-up and archive Order Activity Content at a secure location for the retention period(s) specified in Exhibit B. In the event that Order Activity requests recovery of any lost or damaged Order Activity Content, Blackboard will exercise reasonable efforts to restore the relevant data from the most recently archived copies (or such earlier copies as requested by Order Activity), provided that such data is, at the relevant time, still available pursuant to the applicable retention policy and Order Activity has provided to Blackboard all information necessary to enable Blackboard to perform such services. Blackboard shall perform up to four (4) data restorations at no charge to Order Activity; thereafter, except with respect to restoration of data that are lost or damaged as a result of Blackboard's error or a failure of the Managed Hosting Services, Order Activity agrees to pay Blackboard its then-standard applicable rates for such restoration services.

1.5 IP Addresses. Any IP addresses assigned or allocated to Order Activity by Blackboard shall remain, at all times, the property of Blackboard and shall be nontransferable and Order Activity shall have no right to use such IP addresses upon termination of this Agreement. Any change requested by Order Activity to the Blackboard allocated addresses must be agreed to by the Parties. Order Activity understands that the IP Services provided under this Agreement (including Internet use) may require registrations and related administrative reports that are public in nature.

1.6 Reverse-DR. In cases where Order Activity is locally hosting the primary site: Once the disaster is over, and the Order Activity is ready to bring up their production site, Blackboard Managed Hosting will provide disk backups of all client data. However, it is up to the Order Activity themselves to bring up their production site. Managed Hosting is not responsible for bringing up the production site.

In cases where Blackboard Managed Hosting is hosting the primary site: Once the disaster is over, Blackboard Managed Hosting will be responsible for bringing up the primary site again, should they decide to do so. They may also decide to continue using the backup as the production site and use the newly brought up disaster site as the backup.

2. ORDER ACTIVITY RESPONSIBILITIES.

2.1 General Usage Limitations. Order Activity acknowledges that use and operation of the Hosted Software by Order Activity and/or any Authorized End User is subject to the terms of this agreement. Order Activity may not install, host or operate the Hosted Software, nor may Order Activity or its Authorized End Users otherwise use the Hosted Software, except as hosted and made available by Blackboard under this Agreement. Order Activity agrees that it may not cause or permit any third parties to access the Hosted Software other than Authorized End Users, nor may Authorized End Users in excess of the then-current Active User Capacity access and use the Hosted Software at any time, provided that the Active User Capacity may be modified. Order Activity shall refrain from, and shall ensure that Authorized End Users refrain from, using the Managed Hosting Services in a manner that is libelous, defamatory, obscene, infringing or illegal, or otherwise abusing the Managed Hosting Services or the resources available through the Managed Hosting Services. Order Activity will take appropriate steps to ensure that it and its Authorized End Users do not share access information (including user identification data and passwords) with third parties except as expressly permitted under this Agreement. Order Activity warrants that its Authorized End Users will comply with the provisions of this agreement in all respects.

2.2 Order Activity Content. Order Activity represents and warrants that (i) Order Activity owns or has sufficient rights in and to the Order Activity Content, including, without limitation, personal, educational and financial information contained within the Order Activity Content, in order to use, and permit use of, the Order Activity Content as contemplated in this agreement and to grant the license; and (ii) the Order Activity Content does not and shall not contain any content, materials, advertising or services that infringe on or violate any applicable law, regulation or right of a third party. Order Activity also acknowledges that Order Activity Content may be accessed by Blackboard's support or Managed Hosting personnel outside of the country of the hosted facility, and hereby authorizes such access. Blackboard only provides access to the Hosted Software; Blackboard does not operate or control the information, services, opinions or other content of the Internet. Blackboard does not monitor and shall have no liability or responsibility whatsoever for the Order Activity Content of any transmissions or communications transmitted or otherwise disseminated via the Hosted Software. Order Activity agrees that it shall make no claim whatsoever against Blackboard relating to the Order Activity Content or content of the Internet or respecting any information, product, service or software ordered through or provided via the Internet, and Order Activity shall indemnify and hold Blackboard harmless from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related, directly or indirectly, to such Order Activity Content.

2.3 Provision of Data, Order Activity Content and Customization and Configuration files.

In cases where Order Activity is locally hosting the primary site, Order Activity is responsible for providing Blackboard through a pre-established, mutually agreed process between Order Activity and Blackboard, all data, Order Activity Content and Customization and Configuration Files that Blackboard will back up on Business Continuity Service in accordance with the service specifications stated under Business Continuity Service Guarantees in Exhibit B. Failure on Order Activity's part to provide this information will release Blackboard from any obligation or liability pursuant to this Managed Hosting Business Continuity Schedule.

2.4 Domain Name System (DNS).

In cases where Order Activity is locally hosting the primary site, it is the responsibility of Order Activity to ensure that either they communicate a separate URL for the backup site, or that a redirect page has been established to send users to the backup site. It is not the responsibility of Blackboard Managed Hosting to ensure that Order Activity has notified its Authorized End Users of a new address and IP address for the Blackboard site.

In cases where Blackboard is hosting the primary site, Blackboard will handle all DNS issues and redirect Order Activity's Authorized End-Users automatically to the new site.

4. FEES

4.1 In consideration for provision of the Managed Hosting Business Continuity Services, Order Activity shall, during the Initial Term (as defined below) pay to Blackboard (i) the set up fee, (ii) an annual fee in an amount set forth above with respect to the particular Managed Hosting Services provided under this agreement, which fees shall be due and payable upon Agreement execution; as well as (iii) any other fees otherwise required by this agreement (for additional services, additional bandwidth, or additional users). In the event that the Business Continuity Service comes on line, Blackboard will operate the Service 30 days from the first activation day. For locally-hosted Order Activity, if Order Activity desires Blackboard to continue to maintain the service on line after the initial 30 days, Order Activity must pay the then-current monthly recurring charge for the Managed Hosting Service. In the event that Order Activity requests additional Managed Hosting Services, applicable fees shall be due and payable from and after the month during which such additional services are first made available. All fees payable under this agreement shall be non-cancelable and non-refundable.

4.2 If Order Activity elects to pay Managed Hosting fees monthly, then Blackboard shall charge Order Activity an additional 5% on the total Managed Hosting fees. Blackboard reserves the right to temporarily suspend the Managed Hosting Services if Order Activity's account becomes more than sixty (60) days past due. Suspension of Managed Hosting Services does not constitute a termination or suspension of this Agreement nor does such suspension of Service alleviate Order Activity's obligation to pay past, current, or future charges incurred hereunder. Once Order Activity pays in full the past due fees, Blackboard will resume services.

4.3 With respect to each Renewal Term (as defined below), if any, Order Activity shall pay to Blackboard the then-current fees for such Managed Hosting Business Continuity Services upon commencement of the Renewal Term. Except as provided above, each party will be responsible for its own expenses incurred in rendering performance under this agreement, including, without limitation, the cost of facilities, work space, computers and computer time, development tools and platforms, utilities management, personnel and supplies. Except as otherwise required by this paragraph, all amounts payable under this agreement shall be subject to applicable provisions of this schedule.

5. TERM

This Managed Hosting Business Continuity Schedule shall become effective on the Schedule Effective Date, and shall continue in effect for a period of one (1) year (the "Initial Term"), unless earlier terminated. Thereafter, the Managed Hosting Business Continuity Schedule will renew automatically for successive one (1)-year periods (each, a "Renewal Term"), unless either Party provides notice of its desire not to renew not less than thirty (30) days prior to the end of the Initial Term or then-current Renewal Term, as applicable. Upon termination of this agreement, all licenses granted under this agreement shall immediately cease, and Order Activity will (i) pay to Blackboard all amounts due and payable under this Managed Hosting Business Continuity Schedule; and (ii) return all Documentation and related training materials to Blackboard within a reasonable time at Order Activity's cost

17. EXHIBIT B - MANAGED HOSTING BUSINESS CONTINUITY SERVICES SPECIFICATIONS-As of the Available Date

NOTE: CUSTOMER ACKNOWLEDGES THAT NOTHING IN THIS EXHIBIT B CREATES ANY ADDITIONAL WARRANTIES OR GUARANTEES, OTHER THAN AS SET FORTH IN THE Managed Hosting SCHEDULE, THE SOFTWARE SCHEDULE AND/OR THE MASTER TERMS, AS APPLICABLE.

SERVICE LEVEL

Security:

- Single point of entry to co-location is guarded 24 hours a day with access controlled by an access database and video surveillance
- Monitoring of the co-location area and only those persons authorized by Blackboard's access list are allowed past a central point.
- Surveillance cameras located throughout the facility capture activity to help ensure no unauthorized entry to protected areas.

Power:

- State-of-the-art generators clean and condition commercial electrical power to remove irregularities in the signal. Power is run through the generators before being passed into the facility.
- In the event of a loss of power from the grid, power backups are utilized in the following order: commercial utility underground conduits, two-hour battery backup (industry standard only 15 minutes), and diesel generator with full-load capability and 18 hr. fuel supply.

Network:

- Redundant Internet connections through dual Tier-1 Internet Service Providers

Startup:

Blackboard is responsible for the setup and configuration of the necessary hardware, software and all components of the backup site. This includes but not limited to, the server hardware and software, telecommunications hardware and software, security software and other software that is reasonably necessary to operate and maintain the Hosted Software

Business Continuity Service Guarantees:

Disaster Recovery Environment in stand-by in Blackboard's datacenter to back up the Customer's Production Environment in Customer's / Managed Hosting's datacenter.

Blackboard provides the following levels of Business Continuity Service guarantees. Customer will receive service guarantees in accordance to the level that Customer has subscribed.

- Recovery Time Objective (RTO) is defined as the time it takes from Blackboard being notified of the loss of the business function of the primary site to activation of the Business Continuity Service.

- Recovery Point Objective (RPO) is defined as the specific point-in-time that the data was backed up and can be recovered.
- Customization is limited to any customizations made to Customer's Hosted Software for which Customer has notified Blackboard and has given Blackboard the permission to backup and store. Similarly, configuration is limited to any and all hardware and software configuration files that Customer has given Blackboard the permission to backup and store (in the case of Customer-hosted primary site).
- In addition to the above Service Guarantees, Blackboard may make available at Customer's request, a detailed data backup time and date report.
- Blackboard will also perform a disaster recovery test once a year at a time coordinated with Customer in order to ensure the readiness of the Business Continuity Service.
- The RTO only covers the time that it takes for the Blackboard application to become available to Customers. In cases where Customer is locally hosting the primary site, the RTO does not cover the time it takes for Customer to let Authorized End-Users know what the backup URL is or adjust their DNS configurations.

Service Credit:

If Blackboard fails to meet the RTO and RPO service guarantee time frames, Blackboard will issue service credits to Customer to be applied against future Blackboard Managed Hosting service fees. In order to receive any service credit, Customer must notify Blackboard within seven (7) days from the time Customer becomes eligible to receive a service credit. Failure to comply with this requirement will forfeit Customer's right to receive a service credit. Service credits are issued as followed:

<u>Length of Unavailability</u>	<u>Service Credit*</u>
Up to 12 hours beyond the guaranteed RTO and/or RPO Continuity service fees credited	50% of annual Business
Between 12 to 24 hours beyond the guaranteed RTO and/or RPO Continuity service fees credited	75% of annual Business
Above 24 hours beyond the guaranteed RTO and/or RPO continuity service fees credited	100% of annual Business

*All Service Credit shall be applied to the next period's Managed Hosting fees.

*Total Business Continuity Service Credit in any term is limited to the full amount of the annual Business Continuity service fees.

Ongoing:

The hardware, software and network are monitored and maintained by Blackboard and will be accessible twenty-four (24) hours a day, seven (7) days a week, in accordance with industry standards, except for scheduled maintenance and required repairs, in advance of which the client shall be notified by email.

- Blackboard maintains responsibility for all day-to-day server maintenance. Server maintenance may include, but is not limited to, hardware upgrades, OS upgrades, patch installations, database administration, server user administration and performance tuning.
- Blackboard maintains a software monitoring system to provide real-time information about the Managed Hosting environment to the Blackboard Network Operations Center (NOC), to assist Blackboard system administrators proactively monitoring the Managed Hosting environment.
- Blackboard maintains the functioning of all hardware components for which it is responsible under this Exhibit and will replace any failed components. Hardware replacement will begin immediately upon identification of the hardware failure.
- Blackboard implements a backup strategy of performing daily backups with a retention period of 1 month. Where possible, data is replicated to an offsite location.
- Blackboard collects bandwidth usage and web hit statistics on all Customer-hosted machines. This information will be provided upon request.

DATA CENTER SPECIFICATIONS

Blackboard houses servers in a facility that offers environment control, security, and backup power, as more specifically described below:

Environment:

- The data center is designed to maintain a constant temperature of 68¼F, plus or minus 2¼F, with humidity of 45%.

Server Setup:

The servers are set up to maintain fail back, redundant connectivity, comprehensive backups, 24x7 monitoring, and 99.7% uptime.

CUSTOMER RESPONSIBILITIES. Blackboard is not responsible for management and actual use of the features and function of the Hosted Software. Customer bears all responsibility for such management and actual use, including, without limitation:

- The Customer has full access to the Administrator Menu and is responsible for the following:
 - Creating/Removing Users including Students, Teachers, System Administrators, etc.
 - Modifying all User Information
 - Creating/Removing all Course Web Sites
 - Building and Managing all Course Web Sites
 - Customization to the Site
 - System Usage Tracking Reports
 - Deciding which product features will be available or unavailable, how much functionality instructors will be allowed, etc.
 - Choosing Icon Themes
- All changes to the Blackboard-named URL. All Blackboard clients are assigned a URL that reads <http://institutionname.blackboard.com>. The institution is allowed to pick the “institutionname”. However, any re-directs to other URLs are the responsibility of the Customer and not Blackboard. For example, if the Customer chooses the URL <http://institutionname.org>, the institution is responsible for the redirect to the <http://insitutionname.blackboard.com> site using a CNAME record. Any IP addresses are allocated by Blackboard to Customer are in accordance with the American Registry for Internet Numbers (ARIN) guidelines for Internet Numbers and applicable agencies.

18. **Connect-ED[®] Service for the K-12 Institutions**

1. **Service.** The School District will utilize the Service to deliver unlimited messages to parents of current students, teachers, staff, and board members (each, a "Recipient"). Telephone messages may only be sent to telephone numbers from the North American Numbering Plan from the 48 contiguous United States, Alaska, and Hawaii.
2. **Service Period.** The "Service Period" shall be for a term of _____ years commencing _____ ("Service Start Date"). Notwithstanding the Service Period, the School District acknowledges that the terms of this Order activity will govern usage from the date that contact information for intended Recipients is provided to BCI ("School District Data") and input into the BCI system.
3. **Service Fee.** In consideration for the use of the Service during the Service Period, the School District will pay BCI a one-time Support Fee of \$1000 plus \$100 for each school within the School District and an annual Message Fee of _____ per student per year calculated as follows:
 - a. For the period _____ to _____ ("Period 1"), the Message Fee will be \$ _____. A total Service Fee of \$ _____ (including the Support Fee) will be invoiced on execution of the Order activity.
 - b. For the period _____ to _____ ("Period 2"), the annual Message Fee will be \$ ____ multiplied by the number of enrolled students in the School District in each year of Period 2. The Message Fee will be invoiced annually and payments are due within 30 days of invoicing.
4. **Termination.** (a) Termination for Convenience. The School District can terminate the Order activity for convenience on the one year anniversary of the Service Start Date and each one year anniversary thereafter during the Term, by giving BCI at least thirty (30) days prior written notice to terminate. (b) Termination for Cause. Either Party may terminate this Order activity in the event of a material breach by the other Party, which breach remains uncured for thirty (30) days following written notice to the breaching party. In the event of a termination by School District for an uncured material breach, the School District will receive a prorated refund of monies paid but not utilized hereunder. BCI can terminate the Order activity for nonpayment of fees immediately. (c) Effect of Termination. Upon termination of this Order activity, the School District will: (i) immediately discontinue access to and/or use of the Service under this Order activity; (ii) pay to BCI all amounts due and payable under this Order activity; and (iii) return all documentation and related training materials to BCI within a reasonable time at the School District's cost. Any termination of this Order activity will not affect any rights or liabilities of either Party that accrued prior to such termination. Sections 3 to 9 will survive such termination.
5. **Confidentiality.** Each Party agrees to maintain the confidentiality of the other Party's Confidential Information (as defined below), with no less than a reasonable degree of care. The term "Confidential Information" shall include, but not limited to, the Service and all documents relating to the provision of Service including but not limited to the User Guide, Quick Reference Guide, training manuals and the School District Data. Each Party agrees to limit access to the Confidential Information to those of its employees and other parties who have a business need for the access and who have entered into appropriate confidentiality order activities. School District may disclose Confidential Information in response to a Freedom of Information Act request or if such information is deemed a public record under the School District's Public Records law provided however that the School District agrees to give BCI notice prior to such disclosure.
6. **Privacy and Terms of Use.** The Acceptable Use Policy and Privacy Policy (collectively, the "Policies") posted on www.blackboardconnect.com ("Website") are incorporated herein by reference. If BCI amends the Policies, BCI will provide a written notice on the Website and member sign-in page. In the event of an express conflict between the terms of the Policies and the terms of this Order activity, the terms of this Order activity will prevail. BCI does not rent, trade, or sell data to third parties, and will only disclose information as necessary to comply with applicable laws and government orders or to operate or maintain the Service.
7. **Representations & Warranties.**

- a. School District represents and warrants that: (i) the person reviewing and signing this Order activity is duly authorized to do so and upon signing, this Order activity is a valid and legal obligation of the School District; (ii) School District and its end users will comply with all applicable laws and regulations in use of the Service; (iii) the School District Data supplied to BCI will be accurate and complete throughout the term of this Order activity and such School District Data will reside and come from within the United States; (iv) the content and transmission of messages sent using the Service will be in compliance with all laws and regulations; (v) it will maintain the confidentiality of its password and account information, and agrees to notify BCI in the event of an actual or suspected unauthorized access to its account, or if it loses its account information; (vi) it will not provide data or send communications to an individual who has indicated that he/she does not wish to receive a communication from the School District; and (vii) it will have in place primary safety and emergency response procedures in the event of an emergency (including without limitation, notifying 911 or equivalent, fire police, emergency medical, and public health, altogether, "First Responder Services").
 - b. BCI will use commercially reasonable efforts to ensure that the Service remains available for access by the School District on a 24/7/365 basis, excluding maintenance and events beyond the control of BCI. In the event that the Service fails to comply with the above warranty, the School District agrees to promptly inform BCI of such fact, and BCI, upon receipt of such notice and at its expense, will use commercially reasonable efforts to correct any verifiable errors (by repair, replacement or re-performance) so that the Service complies with such warranty as soon as possible, but not more than thirty (30) days after written notice from the School District ("Cure Period"). In the event that such repair or replacement cannot be done within the Cure Period, the School District may invoke the remedy specified in Section 4.
 - c. **Except as specified in Section 7.b., the Service is provided "AS IS" and BCI gives no warranties, express or implied, including but not limited to, the warranties of merchantability or fitness for a particular purpose, infringement, or any warranties arising from a course of dealing, course of performance, usage of the trade or trade practice. BCI does not warrant that the operation will be uninterrupted and disclaims all liability on account hereof. The School District acknowledges and agrees that the Service is not intended, nor designed, for use in high risk activities, or in any situation where failure of the Service could lead to death, personal injury, or damage to property, or where other substantial damage could result if an error occurred. The School District also acknowledges and agrees that the primary recourse of the School District in the event of any actual or potential threat to person or property should be to contact First Responder Services and that the Service is not intended to be used for communicating with, or replace notification to, or interoperate directly with, First Responder Services, which should have already been notified and deployed prior to using the Service.**
8. **Limitation of Liability.** In no event will either Party, its officers, or employees, be liable for any indirect, punitive, reliance, special, consequential, or other similar damages of any kind or nature whatsoever, suffered by the other Party or any third party (including without limitation, business interruption, downtime, or any use of, or failure to use the Service), arising out of this Order activity or the transactions contemplated hereby, even if a Party has been advised of the possibilities of such damages or should have foreseen such damages. BCI, its officers and employees will not be liable for any damages or injury with respect to the performance of the Service, including, but not limited to, any failure of performance, error, omission, defect, delay, computer virus, or line failure, interruptions or disruptions in the services contemplated under this Order activity caused by or resulting from any act, omission or condition beyond BCI's reasonable control, whether or not foreseeable or identified, including but not limited to, transmission errors or corruption or security of information carried over telecommunication lines, failure of digital transmission links, hostile network attacks or network congestion, or acts of God, labor disputes, strikes, lockouts, riots, acts of war, governmental regulations, public utilities or telecommunication

providers, shortage of equipment, materials or supplies, fire, power failure, earthquakes, severe weather, floods or other natural disaster or the School District's or any third party's applications, hardware, software or communications equipment or facilities, unless same results from the intentional or willful acts of BCI. Except for BCI's intentional or willful acts, under no circumstances will the aggregate liability of BCI to the School District or any third party arising out of or related to this Order activity or the provision of the Service, exceed the aggregate fees paid to BCI under this Order activity during the 12 month period immediately prior to the event, act or omission giving rise to such liability, regardless of whether any action or claim is based on warranty, indemnification, contract, tort or otherwise. The existence of multiple claims will not enlarge this limit. The foregoing limitations of liability are intended to apply without regard to whether other provisions of this Order activity have been breached or have proven ineffective. Nothing contained in the foregoing limits or excludes the liability of BCI to the School District for death or personal injury caused by the negligence of BCI or any other liability which cannot be excluded by law. Notwithstanding anything contained herein to the contrary, the School District shall be responsible for all claims and damage resulting from misuse of the Service by the School District or its users including reimbursement of any expenses incurred by BCI in defending claims arising from such misuse. The Parties acknowledge and agree that the fees, limitations of liability and remedies reflect the allocation of risk between the Parties, and that Sections 7 and 8 are essential elements of the basis of the bargain between the Parties and that in its absence, the economic terms of this Order activity would be substantially different.

9. **Miscellaneous.** Nothing in this Order activity grants or transfers to School District any ownership rights in the Service or materials pertaining to the provision of the Service. The School District acknowledges and agrees that the Confidential Information and all other materials pertaining to the use of the Service are not purchased or developed with School District funds. This Order activity will be governed and interpreted in accordance with the laws of the Order Activity's state. To the extent permitted under governing law and subject to limitations set forth elsewhere in this Order activity, each party (the "Indemnifying Party") will defend, indemnify and hold harmless the other party, its successors and assigns, officers, directors, employees, and agents (the "Indemnified Party"), from and against liability, judgment, loss, damages, fines and expenses from a third party (including reasonable legal fees and costs), which the Indemnified Party may later suffer or pay out to another, due to any claim, action, or right of action of a third party, at law or in equity, which is caused by a direct breach of a warranty or obligation set forth in Section 7 by the Indemnifying Party. Failure by either Party to enforce any provision of this Order activity will not be deemed a waiver of future enforcement. In the event that any provision of this Order activity is invalid under law, such invalidity will not invalidate the whole Order activity. BCI will amend such provision with one that is valid. Unless otherwise expressly provided, no provision of this Order activity is intended or shall be construed to confer upon or give to any person or entity other than BCI or the School District, any rights, remedies or other benefits under or by reason of this Order activity. All notices under this Order activity shall be in writing and shall be delivered by personal delivery, nationally recognized overnight courier (e.g., FedEx), confirmed facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, upon receipt if delivered by overnight courier, upon acknowledgment of confirmed receipt of electronic transmission, or three (3) days after deposit in the mail. Notices shall be sent to the Contacts for Notices at the address set forth at the end of this Order activity or such other address as either party may specify in writing. The Order activity may be executed in counterparts and a signature on a copy of this Order activity received by either Party by facsimile is binding upon the other Party as an original. This Order activity expresses the complete and final understanding of the Parties with respect to the subject matter hereof, and supersedes all prior communications between the Parties, whether written or oral with respect to the subject matter hereof. Except as stated herein, this Order activity may be amended only in writing that refers explicitly to this Order activity and that is signed by an authorized representative of both Parties.

19. **Connect-ED[®] Service for the Higher Education institutions**

1. **Service.** Order Activity will only utilize the Service to deliver any-time messages to a total of _____ enrolled students, faculty and staff (individually, a “Recipient” and collectively, “Recipients”) and will not include any other recipient, including admission prospects or alumni. Telephone messages may only be sent to telephone numbers from the North American Numbering Plan from the 48 contiguous United States, Alaska and Hawaii. Additional charges incurred by the Recipient for messages, including but not limited to text message fees or data fees shall be payable by the Order Activity or Recipient. Blackboard periodically updates the Service and reserves the right to make changes, provided, however, that Blackboard shall not change any feature without providing for similar or enhanced functionality.
2. **Web Portal.** If Order Activity elects to link to and use the web interface provided by Blackboard (the “Web Portal”), the provisions in this Section 2 shall apply. Order Activity agrees that the Web Portal is for the sole purpose of enabling Order Activity’s Recipients to update and add their contact information. If elected, Blackboard grants to Order Activity the right to link to Blackboard’s Web Portal through Order Activity’s website provided however that Order Activity shall: (a) use any data supplied through such Web Portal solely in connection with use of the Service, (b) not download or make copies of such data for any other purpose, (c) not be used in any manner to provide a user with access to the Web Portal via any framing, layering or other techniques now known or hereafter developed that permit display of the Web Portal with any materials posted by Order Activity or any party other than Blackboard. Order Activity may not allow the link to be linked to any other web site. Blackboard is not responsible to Order Activity, any of Order Activity’s Recipients or any other third party regarding the accuracy or validity of the data entered through the Web Portal and Blackboard **makes no warranty that the Web Portal will be error-free or that access thereto will be uninterrupted.** Upon termination of this Order activity, Order Activity agrees to immediately disable any embedded link(s) to the Web Portal. All rights to the Web Portal shall remain the property of Blackboard.
3. **Service Period.** The “Service Period” shall be for a period of _____ () years commencing on the Effective Date. Notwithstanding the Service Period or the Effective Date, Order Activity acknowledges that the terms of this Order activity will govern usage on the date that a Recipient’s contact information provided by the Order Activity to Blackboard or provided through the Web Portal (the “Recipient Data”) is input into the Blackboard system until the date the Recipient Data is deleted from the Blackboard active database.
4. **Service Fee.** Order Activity will pay to Blackboard the following Message Fee and Support Fee (collectively, the “Service Fee”) for the Service.

Annual Support Fee	Annual Message Fee	TOTAL ANNUAL SERVICE FEE
Pursuant to Blackboards GSA Pricelist	Pursuant to Blackboards GSA Pricelist	Pursuant to Blackboards GSA Pricelist

Service Fees are paid at the beginning of each annual period and due within thirty (30) days of invoicing. The first invoice will be sent upon receipt of a signed Order activity. The pricing and terms contained in this Order activity are valid only if the Order activity is executed by ____.

(1) Calculation of Message Fee for subsequent years will be based on the number of actual Recipients for each year of the Service Period.

5. **Termination.** (a) Termination With Cause: Either Party may terminate this Order activity in the event of a material breach by the other Party, which breach remains uncured for thirty (30) days following written notice to the breaching Party. In the event of a termination by the Order Activity for an uncured material breach, Order Activity will receive a pro-rated refund of the Message Fee calculated from the date of termination to the end of the applicable annual period provided however that it will not receive a refund of the Support Fee. (b) Termination Without Cause: The Order Activity can terminate the Order activity at the end of each annual period by giving at least thirty (30) days prior written notice. (c) Effect of Termination: Any termination of this Order activity will not affect any rights or liabilities of either Party that accrued prior to such termination. Sections 3, 4, and 6-11 shall survive such termination. (d) Renewal. Order Activity may renew by

signing the then-existing Blackboard standard contractual terms and rates prior to the expiration of the Service Period.

6. **Confidentiality.** Each Party agrees to maintain the confidentiality of the other Party's Confidential Information (as defined below), with no less than a reasonable degree of care. The term "Confidential Information" shall include, but not limited to, the Service and all documents relating to the provision of Service including but not limited to training manuals and the Recipient Data. Each Party agrees to limit access to the Confidential Information to those of its employees and other parties who have a business need for the access and who have entered into appropriate confidentiality order activities. Order Activity may disclose Confidential Information in response to a Freedom of Information Act request or if such information is deemed a public record under the _____ Public Records law provided however that the Order Activity agrees to give Blackboard notice prior to such disclosure.
7. **Privacy and Acceptable Use Policy.** If Blackboard amends the Policy, Blackboard will provide a written notice on the Website and member sign-in page. If such change materially impacts the Order Activity and the Order Activity desires to object, the Order Activity may, within fifteen (15) days of the change, provide written notice at the address below objecting to such change. Failure to do so will be deemed acceptance to the changes.
8. **Mutual Indemnification.** To the extent permitted under governing law and subject to limitations set forth elsewhere in this Order activity, each Party (the "Indemnifying Party") will defend, indemnify and hold harmless the other Party, its successors and assigns, officers, directors, employees, and agents (the "Indemnified Party"), from and against any and all liability, judgment, loss, damages, fines and expenses (including reasonable legal fees and costs), which the Indemnified Party may later suffer or pay out to another, due to any claim, action, or right of action of a third party, at law or in equity, based on or in any way arising out of, and which are proximately caused in whole or in part, by the breach of a warranty or obligation set forth in this Order activity.
9. **Warranties.** (a) Order Activity represents and warrants that: (i) the person reviewing and signing this Order activity is duly authorized to do so and upon signing, this Order activity is a valid and legal obligation of the Order Activity, (ii) it and its users will comply with all applicable laws and regulations in use of the Service, (iii) the Order Activity shall use best efforts in providing accurate and complete Recipient Data and such Recipient Data must reside and come from the United States, (iv) Order Activity has met all legal requirements in providing the Recipient Data, including data obtained from the Web Portal, and in using the Recipient Data in connection with the Service, including, but not limited to, obtaining consent to call a recipient or call with information regarding a student, (v) the content and transmission of its messages sent using the Service is in compliance with all laws and regulations; (vi) it will maintain the confidentiality of its password and account information, and agrees to notify Blackboard in the event of an actual or suspected unauthorized access to its account, or if it loses its account information, (vii) have in place primary safety and emergency response procedures in the event of an emergency (including, without limitation, notifying 911, fire, police, and emergency medical, altogether, "First Responder Service"), (viii) the Order Activity will in no event subject Blackboard to any regulations or laws due to the import of certain Recipient Data, including, but not limited to, the Health Insurance Portability and Accountability Act and the Financial Services Modernization Act; and (ix) it will not send messages to Recipients who have opted out of receiving messages from the Order Activity. (b) Blackboard represents and warrants that: (i) the Service contemplated by this Order activity will be performed in accordance with industry standards and (ii) it will comply with applicable laws and regulations effective on the Effective Date in providing the Service.
10. **Limitation of Liability.** In no event will either Party, its officers, or employees, be liable for any indirect, punitive, special, consequential, or indirect damages arising from or related to this Order activity including but not limited to replacement of services, loss of data or messages received or sent through the Service, losses associated with transactions entered into or not entered into through the Service, loss resulting from unauthorized access to or alteration of Order Activity's transmissions or data, even if a Party has been advised of the possibilities of such damages or should have foreseen such damages. Blackboard, its officers and employees will not be liable for

any damages to property or injury (to third parties or otherwise) with respect to the performance of the Service, including, but not limited to, any failure of performance, error, omission, defect, delay, computer virus, or line failure. **EXCEPT FOR BLACKBOARD'S INTENTIONAL OR WILLFUL ACTS WHICH PROXIMATELY CAUSES THE DAMAGE, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF BLACKBOARD TO THE ORDER ACTIVITY OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS ORDER ACTIVITY OR THE PROVISION OF THE SERVICE, EXCEED THE LESSER OF: (A) THE ACTUAL DAMAGES OR (B) THE AGGREGATE FEES PAID UNDER THIS ORDER ACTIVITY, REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON WARRANTY, INDEMNIFICATION, CONTRACT, TORT OR OTHERWISE. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FEES, LIMITATIONS OF LIABILITY AND REMEDIES REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES, AND THAT SECTIONS 8, 9 AND 10 ARE AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND THAT IN ITS ABSENCE, THE ECONOMIC TERMS OF THIS ORDER ACTIVITY WOULD BE SUBSTANTIALLY DIFFERENT. WITH THE EXCEPTION OF THE EXPRESS WARRANTY SET FORTH IN SECTION 9, THE SERVICE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS AND Blackboard EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES RELATING TO THE SERVICE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND DATA ACCURACY. Some states or jurisdictions do not allow the exclusion of certain warranties, so some of the above limitations may not apply to the Order Activity. Only if this exclusion is held unenforceable under the governing law, then all express and implied warranties shall be limited in duration to the minimum period permitted under the governing law, and no warranties shall apply after that period. The Order Activity accepts that the Service is intended to augment and not replace, First Responder services (such as, for example purposes only, 911, fire, police, emergency medical and public health), that have already been notified and deployed and that the Service is not designed for use in any situation where failure of the Service could lead to death, personal injury, or damage to property.**

11. **Miscellaneous.** Nothing in this Order activity grants or transfers to the Order Activity any ownership rights in the Service or materials pertaining to the provision of the Service. Each Party may seek any relief, including equitable relief provided under law. Neither Party shall be liable to the other for delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes, acts of war, governmental regulations, public utilities or telecommunication providers. Blackboard will obtain the prior written consent of the Order Activity if it wishes to use messages for marketing, demonstration and/or training purposes relating to the Service. In no event shall such messages include personally identifiable information about a student or parent. This Order activity will be governed and interpreted in accordance with the laws of the State of _____. Failure by either Party to enforce any provision of this Order activity will not be deemed a waiver of future enforcement. In the event that any provision of this Order activity is invalid under law, such invalidity will not invalidate the whole Order activity. The Parties will amend such provision with one that is valid. The Parties are independent contractors under this Order activity and no other relationship is implied. Unless otherwise expressly provided, no provision of this Order activity is intended or shall be construed to confer upon or give to any person or entity other than Blackboard or the Order Activity, any rights, remedies or other benefits under or by reason of this Order activity. All notices to Blackboard must be in writing and may be made via mail to the attention of the Legal Department at the address on the signatory page. Notices to the Order Activity will be sent to the address on the signature page and to the attention of the signatory. Any notices will be deemed delivered to the Party receiving such notice as stated on a written verification of receipt. Neither Party may assign this Order activity without the other Party's prior written consent, provided, that

Blackboard may assign this Order activity without the Order Activity's prior consent to (i) a parent, subsidiary or affiliate of Blackboard or (ii) any entity or successor that acquires all or substantially all of the business or assets of Blackboard through any structure. Any assignment made in conflict with this provision shall be void subject to the foregoing, and this Order activity shall benefit and bind the permitted successors and assigns of the Parties. The Order activity may be executed in counterparts and a signature on a copy of this Order activity received by either Party by facsimile is binding upon the other Party as an original. This Order activity expresses the complete and final understanding of the Parties with respect to the subject matter hereof, and supersedes all prior communications between the Parties, whether written or oral with respect to the subject matter hereof and shall prevail against any purchase order terms or standard terms of the Order Activity. Except as stated herein, this Order activity may be amended only in writing that refers explicitly to this Order activity and that is signed by an authorized representative of both Parties.

20. **Connect-CTY[®] Services for Local Government**

1. **CTY Service.** The CTY Service will include the following features:
 - a. **Unlimited Messaging; Remote Launching Capability.** Unlimited any-time messages throughout the Term, enabling the Order Activity to communicate with residents and businesses within its jurisdiction, and access and use of the CTY Service from anywhere in the U.S. via an Internet connection and/or a phone.
 - b. **Database.** BCI will provide the Order Activity with one (1) phone number per physical address to the extent that such numbers are available ("**BCI Data**"). The Order Activity may provide up to two (2) phone numbers and two (2) email addresses per Recipient (the "**Order Activity Data**"), provided, that, for business Recipients, the secondary phone numbers must not tie up more than one phone line of a multi-line business. The Order Activity Data, the BCI Data, and the data input by individuals via the CTY Web Portal, may hereinafter be collectively referred to as the "**Recipient Data**".
 - c. **Training, Order Activity Support, Maintenance.** Training to educate all Users on how to send messages, receive reports, and other Managedects of the operation of the CTY Service. BCI will also provide the Order Activity with unlimited maintenance and support (Order Activity care and technical support), on a twenty-four (24) hour, seven (7) days a week basis, throughout the life time of the Order activity. The Order Activity will designate qualified personnel to act as liaisons between the Order Activity and BCI respecting technical, administrative and content matters, and providing accurate and current contact information.
 - d. **Geographic Information System (GIS) Mapping.** A geo-based mapping system that allows a Order Activity-user to create specific call lists for certain areas of the Order Activity's jurisdiction using criteria such as radius, street, zip code.
 - e. **CTY Web Portal.** A Web interface that enables residents and businesses to update or add to their contact (telephone and email address) information electronically at no charge ("**CTY Web Portal**"). BCI grants to Order Activity a limited non-exclusive, worldwide, royalty-free license to place a digital image of the BCI **Connect-CTY** Sign-up Logo, which will be presented to Order Activity (the "**Image**"), on an appropriate page of the Order Activity's Internet site, located at http://www._____ ("**Order Activity Site**"), with a hyperlink to BCI's CTY Web Portal site (the, "**Link**") at https://portal.blackboardconnectcty.com/_____ (the "**CTY Web Portal**"). The Order Activity agrees not to use any other trademark or service mark in connection with the Image without the prior written approval of BCI. The sole purpose of the Link is to provide intended Recipients with quick access to the CTY Web Portal by transferring the user out of the Order Activity Site to the CTY Web Portal, where Intended Recipients can insert and/or update their contact information ("**Recipient Data**"). The Link may not be used in any manner to provide a user with access to the CTY Web Portal via any framing, layering or other techniques now known or hereafter developed that permit display of the CTY Web Portal with any materials posted by Order Activity or any party other than BCI. Order Activity may not allow the Image to be linked to any other web site. The Order Activity may not use the Image in any manner not permitted hereunder, modify the Image, or copy, or create a derivative work from, the "look and feel" of the Image. BCI will have the right to review all uses of the Image for quality control purposes and proper compliance with guidelines, as they may be modified from time to time. The Image and the goodwill associated therewith are valuable properties belonging to BCI and all rights thereto are and shall remain the sole and exclusive property of BCI. BCI reserves the right to modify permission to use the Image and/or the Link at any time.
2. **Term; Termination.** This Order activity will commence on the date which is the later of, the date of full execution or _____, ("**CTY Service Start Date**"), and will continue until _____, (the, "**Term**"). Notwithstanding the foregoing, if Order Activity inputs any information or other data into BCI's systems prior to the CTY Service Start Date in order to prepare for the start of the CTY Service and/or sends any messages prior to the CTY Service Start Date, the Order Activity expressly accepts that the terms and conditions of this Order activity will also apply during that earlier period.

- f. **Termination for Convenience.** The Order Activity can terminate the Order activity for convenience on the one year anniversary of the CTY Service Start Date, and each one year anniversary thereafter during the Term, by giving BCI at least thirty (30) days prior written notice to terminate.
- g. **Termination with Cause.** Either party may terminate this Order activity in the event of a material breach by the other party, which breach remains uncured for thirty (30) days following written notice to the breaching party. In the event of a termination by Order Activity for an uncured material breach, the Order Activity will receive a prorated refund of monies paid but not utilized hereunder. This Order activity can be terminated immediately by BCI for non-payment.
- h. **Effect of Termination.** In the event of termination or expiration of this Order activity, the Order Activity will: (i) immediately discontinue access to and/or use of the CTY Service under this Order activity; (ii) pay to BCI all amounts due and payable under this Order activity; and (iii) return all documentation and related training materials to BCI within a reasonable time at the Order Activity's cost. Any termination of this Order activity will not affect any rights or liabilities of either party that accrued prior to such termination. Sections 2 to 7 will survive the expiration or termination for any reason of this Order activity.
3. **Service Fee.** In consideration for the use of the CTY Service during the Term, the Order Activity will pay BCI an annual Service Fee of _____ dollars per year. The Service Fee will be invoiced upon execution of this Order activity and thereafter on an annual basis. All payments due hereunder are on net 30 terms. .
4. **Representations and Obligations.**
- i. **Compliance.** The Order Activity represents that the CTY Service will be used in compliance with federal, state, and privacy laws and this Order activity.
- j. **Privacy; Security.** The Order Activity agrees to comply with the then current Acceptable Use Policy and Privacy Policy (**collectively, the "Policies"**) (which can be found at the BCI Website located at www.blackboardconnect.com ("**BCI Website**"), as amended from time to time. BCI does not rent, trade, or sell data to third parties, and will only disclose information as necessary to comply with applicable laws and government orders or to operate or maintain the CTY Service. In the event of an express conflict between the terms of the Order activity and the terms of the Policies, the terms of the Order activity will prevail. The passwords and user names (**collectively, "Account Information"**), provided by BCI are deemed *Confidential Information*. The Order Activity is responsible for knowing who has access to its applications and servers, Order Activity-side security with respect to Account Information, for activities that occur under its account, and for obtaining necessary consents from intended Recipients. The Order Activity will give staff with access to the CTY Service ("**Users**"), appropriate notice of the terms and conditions for access and use consistent with the terms herein. The Order Activity agrees to immediately notify BCI of unauthorized use or loss of Account Information or other security breach pertaining to the CTY Service, and ensure that Users exit from their accounts at the end of each session. BCI is responsible for implementing adequate security precautions for matters under its direct control.
- k. **Transmission of Messages; Data.** The Order Activity will be responsible for the content of messages sent by Users and agrees not to send communications to a Recipient who "opts-out", i.e., who has indicated that he/she does not wish to receive a communication from the Order Activity. The Order Activity agrees to have in place primary safety and emergency response procedures in the event of an emergency (including without limitation, notifying 911 or equivalent, fire police, emergency medical, and public health, altogether, "**First Responder Services**").The Order Activity will only use the BCI Data to contact individuals pursuant to the use of the CTY Service and is prohibited from downloading or making copies of BCI Data. Any search and on-screen display functionality is restricted to resolving incidents or assisting an individual or business entity inquiring about the use of its information pursuant to the CTY Service.
- l. **Confidentiality.** BCI will maintain the confidentiality of the Order Activity Data unless disclosure is mandated by law. The Order Activity will maintain the confidentiality of BCI

Data, the CTY Service, Account Information, training and user guides, materials identified as confidential, and the member pages of the BCI Website (**collectively, “Confidential Information”**) with the same degree of care that it uses to protect its own confidential information, but in no event less than a reasonable degree of care, provided, however, that, the Order Activity may disclose Confidential Information to the extent required by law or in response to a written Public Records Act request. In the event that disclosure is mandated, each party will make best efforts to provide notice to the other party prior to such disclosure together with a list and copies of all documents subject to the disclosure. Either party may seek injunctive relief to prevent disclosure or seek a protective order. Upon the termination of this Order activity or the expiration of the Term, whichever is earlier, each party will return to the other the latter party’s Confidential Information.

5. **Warranty.**

- a. BCI represents and warrants that the CTY Service will perform in a commercially reasonable and professional manner and will conform substantially to the description of the service as described in Section 1. BCI will use commercially reasonable efforts to assure that the CTY Service remains available for access by Order Activity on a 24/7/365 basis, excluding maintenance and events outside the reasonable control of BCI. In the event that the CTY Service fails to comply with the above warranty, the Order Activity shall promptly inform BCI of such fact, and BCI, upon receipt of such notice and at its expense, will use commercially reasonable efforts to correct any verifiable errors (by repair, replacement or re-performance) so that the CTY Service complies with such warranty as soon as possible, but not more than thirty (30) days after written notice from the Order Activity (“**Cure Period**”). In the event that such repair or replacement cannot be done within the Cure Period, then the Order Activity may invoke the remedy specified in Section 2.
 - b. **Except as specified in Section 5.a., the CTY Service is provided “AS IS” and BCI gives no warranties, express or implied, including but not limited to, the warranties of merchantability or fitness for a particular purpose, infringement, or any warranties arising from a course of dealing, course of performance, usage of the trade or trade practice. BCI does not warrant that the operation will be uninterrupted and disclaims all liability on account hereof. The Order Activity acknowledges and agrees that the CTY Service is not intended, nor designed, for use in high risk activities, or in any situation where failure of the CTY Service could lead to death, personal injury, or damage to property, or where other substantial damage could result if an error occurred. The Order Activity also acknowledges and agrees that the primary recourse of the Order Activity in the event of any actual or potential threat to person or property should be to contact such emergency services as First Responder Services and that the CTY Service is not intended to replace First Responder Services or to be used for communicating with, or replace notification to, or interoperate directly with, First Responder Services, which should have already been notified and deployed prior to using the CTY Service.**
6. **Limitation of Liability.** In no event will either Party, its officers, or employees, be liable for any indirect, punitive, reliance, special, consequential, or other similar damages of any kind or nature whatsoever, suffered by the other Party or any third party (including without limitation, business interruption, downtime, or any use of, or failure to use the CTY Service), arising out of this Order activity or the transactions contemplated hereby, even if a Party has been advised of the possibilities of such damages or should have foreseen such damages. BCI, its officers and employees will not be liable for any damages or injury with respect to the performance of the CTY Service, including, but not limited to, any failure of performance, error, omission, defect, delay, computer virus, or line failure, interruptions or disruptions in the services contemplated under this Order activity caused by or resulting from any act, omission or condition beyond BCI’s reasonable control, whether or not foreseeable or identified, including but not limited to, transmission errors, or corruption or security of information carried over telecommunication lines, failure of digital transmission links, hostile network attacks or network congestion, or acts of God, labor disputes, strikes, lockouts, riots, acts of war, governmental regulations, public utilities or telecommunication

providers, shortage of equipment, materials or supplies, fire, power failure, earthquakes, severe weather, floods or other natural disaster or the Order Activity's or any third party's applications, hardware, software or communications equipment or facilities, unless same results from the intentional or willful acts of BCI. Except for BCI's intentional or willful acts, under no circumstances will the aggregate liability of BCI to the Order Activity or any third party arising out of or related to this Order activity or the provision of the CTY Service, exceed the aggregate fees paid to BCI under this Order activity during the 12 month period immediately prior to the event, act or omission giving rise to such liability, regardless of whether any action or claim is based on warranty, indemnification, contract, tort or otherwise. The existence of multiple claims will not enlarge this limit. The foregoing limitations of liability are intended to apply without regard to whether other provisions of this Order activity have been breached or have proven ineffective. Nothing contained in the foregoing limits or excludes the liability of BCI to the Order Activity for death or personal injury caused by the negligence of BCI or any other liability which cannot be excluded by law. Notwithstanding anything contained herein to the contrary, the Order Activity shall be responsible for all claims and damage resulting for misuse of the CTY Service by the Order Activity or its users including reimbursement of any expenses incurred by BCI in defending claims arising from such misuse. The Parties acknowledge and agree that the fees, limitations of liability and remedies reflect the allocation of risk between the Parties, and that Sections 5 and 6 are essential elements of the basis of the bargain between the Parties and that in its absence, the economic terms of this Order activity would be substantially different.

7. **Miscellaneous.** (a) Ownership. Order Activity acknowledges and agrees that the Confidential Information and all other materials pertaining to the use of the CTY Service are not purchased or developed with Order Activity funds. Accordingly, nothing in this Order activity grants or transfers to the Order Activity any ownership rights in the foregoing materials. Order Activity is expressly prohibited from reproducing, modifying, duplicating, copying, making derivative works, publicly displaying, or otherwise exploiting, in whole or in part, the member pages of the Confidential Information, without the express written permission of BCI's Legal Department. (b) Governing Law; Attorney Fees. This Order activity will be governed and interpreted in accordance with the governing law of the Order Activity's State. In addition to any other relief awarded, the prevailing party in any action arising out of this Order activity shall be entitled to its reasonable attorneys' fees and costs. (c) Waiver; Severability. Failure by either party to enforce any provision of this Order activity will not be deemed a waiver of future enforcement. In the event that any provision of this Order activity is invalid under applicable law, the remainder of this Order activity will continue in full force and effect. In such a case and subject to the last sentence of the preamble, the parties will replace the invalid provision with one that, as much as possible, reflects the original intentions of the parties and is valid under applicable law. (d) Relationship of Parties. BCI is providing a service to Order Activity as an independent contractor. (e) No Third Party Beneficiaries. No provisions of this Order activity are intended or shall be construed to confer upon or give to any person or entity other than BCI or Order Activity, any rights, remedies or other benefits under or by reason of this Order activity. (f) Notices. All notices under this Order activity shall be in writing and shall be delivered by personal delivery, nationally recognized overnight courier (e.g., FedEx), confirmed facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, upon receipt if delivered by overnight courier, upon acknowledgment of confirmed receipt of electronic transmission, or three (3) days after deposit in the mail. Notices shall be sent to the Contacts for Notices at the address set forth at the end of this Order activity or such other address as either party may specify in writing. (g) Counterparts. The Order activity may be executed in counterparts. A signature on a copy of this Order activity received by either party by facsimile is binding upon the other party as an original. Both parties agree that a photocopy of such facsimile may also be treated by the parties as a duplicate original. (h) Mutual Indemnification. Subject to Section 6, each party will defend, indemnify and hold harmless the other party and the other party's successors and assigns, officers, directors, employees, and agents, from and against liability, judgment, loss, damages, fines and expenses (including legal fees and costs), which any or all of them may later suffer themselves or pay out to another, because of any claim, action, or right of

action of a third party or governmental authority, at law or in equity, or otherwise, based on or in any way arising out of, and which are proximately caused in whole or in part, by a direct breach of warranty or representation by the indemnifying party. *The Order Activity's indemnification obligation shall not serve as a waiver of its sovereign immunity.* (i) Entire Order activity. This Order activity completely and exclusively expresses the order activity of the parties regarding its subject matter. It supersedes, and its terms govern, all prior or contemporaneous proposals, order activities or other communications between the parties, oral or written, regarding its subject matter, and may be amended or supplemented only by a subsequently dated writing that refers explicitly to this Order activity and that is signed by authorized representatives of both parties.

21. **Connect-GOV[®] Service for State and Federal Agencies**

1. **GOV Service.** The Order Activity may provide up to three (3) phone numbers and two (2) email addresses per Recipient ("**Order Activity Data**"). The Order Activity Data will be owned by the Order Activity. The GOV Service will include: (a) training to educate designated users on how to send messages, receive reports, and other Managedects of the operation of the GOV Service; and (b) unlimited maintenance and support (Order Activity care and technical support), on a 24/7/365 basis throughout the life time of the contract.
2. **Term; Termination.** This Order activity will commence on the date which is the later of, the date of Execution or _____, 2008 ("**GOV Service Start Date**"), and will end on _____ (the, "**Term**"). Notwithstanding the foregoing, if Order Activity inputs any information or other data into BCI's systems prior to the GOV Service Start Date in order to prepare for the commencement of the GOV Service and/or sends notifications prior to the GOV Service Start Date, the terms of this Order activity will also apply during that earlier period. Any termination of this Order activity will not affect any rights or liabilities of either party that accrued prior to such termination. Provisions of this Order activity which, either expressly or by their nature contemplate continued performance or application following the Term, will survive the expiration or termination for any reason of this Order activity. The Order Activity can terminate the Order activity for convenience on the one year anniversary of the GOV Service Start Date and each one year anniversary thereafter by giving BCI at least thirty (30) days prior written notice to terminate. Either party may terminate this Order activity in the event of a material breach by the other party, which breach remains uncured for thirty (30) days following written notice to the breaching party. If the Order Activity terminates for an uncured material breach, the Order Activity may receive a prorated refund of monies paid but not utilized hereunder. BCI can terminate the Order activity immediately for non-payment.
3. **Fees.** In consideration for use of the GOV Service during the Term, the Order Activity will pay BCI an annual Message Fee of \$_____ per year ("**Service Fee**"), which fee will be invoiced upon execution and is due within 30 days of invoicing.
4. **Representations and Obligations.**
 - m. **Privacy; Security.** The Order Activity agrees to comply with the then current Acceptable Use Policy and Privacy Policy (collectively, the "**Policies**") (which can be found at the BCI Website located at www.blackboardconnect.com ("**BCI Website**"), as amended from time to time. BCI does not rent, trade, or sell data to third parties, and will only disclose information as necessary to comply with applicable laws and government orders or to operate or maintain the GOV Service. In the event of an express conflict between the terms of the Order activity and the terms of the Policies, the terms of the Order activity will prevail. The passwords and user names (collectively, "**Account Information**"), provided by BCI are deemed *Confidential Information*. The Order Activity is responsible for knowing who has access to its applications and servers, Order Activity-side security with respect to Account Information, for activities that occur under its account, and for obtaining consents (if necessary) from intended Recipients. The Order Activity will give staff with access to the GOV Service ("**Users**"), appropriate notice of the terms and conditions for access and use consistent with the terms herein. The Order Activity agrees to immediately notify BCI of unauthorized use or loss of Account Information or other security breach pertaining to the GOV Service, and ensure that Users exit from their accounts at the end of each session. BCI is responsible for implementing adequate security precautions for matters under its direct control. The Order Activity represents that the GOV Service will be used in compliance with federal, state, and privacy laws and this Order activity.
 - n. **Transmission of Messages; Confidentiality.** The Order Activity will be responsible for the content of messages sent by Users and agrees not to send communications to a Recipient who has indicated that he/she does not wish to receive a communication from the Order Activity. The Order Activity will have in place primary safety and emergency response procedures in the event of an emergency (including without limitation, notifying 911 or equivalent, fire police, emergency medical, and public health, altogether, "**First Responder Services**"). BCI will maintain the confidentiality of the Order Activity Data unless disclosure is mandated by

law. The Order Activity will maintain the confidentiality of the GOV Service, Account Information, training and user guides, materials identified as confidential, and the member pages of the BCI Website (**collectively, “Confidential Information”**) with the same degree of care that it uses to protect its own confidential information, but in no event less than a reasonable degree of care. Upon the termination of this Order activity or the expiration of the Term, whichever is earlier, each party will return to the other the latter party’s Confidential Information (without retaining copies, in any medium).

5. **Warranty.** BCI represents and warrants that the GOV Service will perform in a commercially reasonable and professional manner. The Order Activity accepts that the GOV Service is not intended to be used for communicating with, or replace notification to, or interoperate directly with, First Responder Services, which should have already been notified and deployed. Moreover, the Order Activity understands that the GOV Service is not designed for use in any situation where failure of the GOV Service could lead to death, personal injury, or damage to property. BCI will use commercially reasonable efforts to assure that the GOV Service remains available for access by Order Activity on a 24/7/365 basis excluding maintenance and events outside the reasonable control of BCI. In the event that the GOV Service fails to comply with the above warranty, the Order Activity shall promptly inform BCI of such fact, and BCI, upon receipt of such notice and at its expense, will use commercially reasonable efforts to correct any verifiable errors (by repair, replacement or re-performance) so that the GOV Service complies with such warranty as soon as possible, but not more than thirty (30) days after written notice from the Order Activity (“**Cure Period**”). In the event that such repair or replacement cannot be done within the Cure Period, then the Order Activity may invoke the remedy specified in Section 2. BCI will have no obligation with respect to the foregoing limited warranty to the extent the error or noncompliance was caused, in whole or in part, by the negligence or improper use of the GOV Service by the Order Activity or a breach by the Order Activity of its obligations under this Order activity. Nor will BCI be responsible for delays, errors, failures to perform, interruptions or disruptions in the services contemplated under this Order activity caused by or resulting from any act, omission or condition beyond BCI’s reasonable control, whether or not foreseeable or identified, including without limitation, the loss of, or improper access to Order Activity Data, unauthorized access or interception of such data, transmission errors or corruption or security of information carried over telecommunication lines, failure of digital transmission links, hostile network attacks or network congestion, or acts of God, strikes, lockouts, riots, acts of war, governmental regulations, shortage of equipment, materials or supplies, fire, power failure, earthquakes, severe weather, floods or other natural disaster or the Order Activity’s or any third party’s applications, hardware, software or communications equipment or facilities. **The above warranty is in lieu of all other warranties by BCI, express or implied, including but not limited to the warranties of merchantability or fitness for a particular purpose, or any warranties arising from a course of dealing, course of performance, usage of the trade or trade practice. BCI does not warrant that the operation will be uninterrupted and Blackboard hereby disclaims all liability on account hereof.**
6. **Limitation of Liability.** If the Order Activity suffers damages arising from or relating the GOV Service and a court of competent jurisdiction determines that BCI’s conduct was a proximate cause of such damages, then BCI’s aggregate liability to the Order Activity will be as follows: (a) For intentional misconduct on the part of BCI, BCI’s liability will not be limited. (b) For all other misconduct, BCI’s aggregate liability will be limited to the lesser of (i) actual direct damages or (ii) the total fees paid by the Order Activity to BCI under this Order activity. The existence of multiple claims will not enlarge the limits. Nothing contained in the foregoing limits or excludes the liability of BCI to the Order Activity for death or personal injury caused by the negligence of BCI or any other liability which cannot be excluded by law. In no event will BCI, its officers, or employees, be liable for any indirect, punitive, reliance, special, consequential, or other damages of any kind or nature whatsoever, suffered by the Order Activity or any third party arising out of this Order activity or the transactions contemplated hereby, even if BCI has been advised of the possibilities of such damages or should have foreseen such damages.

7. **Miscellaneous.** (a) Ownership. Order Activity acknowledges and agrees that the Confidential Information and all other materials pertaining to the use of the GOV Service are not purchased or developed with Order Activity funds. Accordingly, nothing in this Order activity grants or transfers to the Order Activity any ownership rights in the foregoing materials. Order Activity is expressly prohibited from reproducing, modifying, duplicating, copying, making derivative works, publicly displaying, or otherwise exploiting, in whole or in part, the member pages of the Confidential Information, without the express written permission of BCI's Legal Department. (b) Governing Law. This Order activity will be governed and interpreted in accordance with the Order Activity's state law. (c) Waiver; Severability. Failure by either party to enforce any provision of this Order activity will not be deemed a waiver of future enforcement. In the event that any provision of this Order activity is invalid under applicable law, the remainder of this Order activity will continue in full force and effect. In such a case and subject to the last sentence of the preamble, the parties will replace the invalid provision with one that, as much as possible, reflects the original intentions of the parties and is valid under applicable law. (d) Relationship of Parties. BCI is providing a service to Order Activity as an independent contractor. (e) No Third Party Beneficiaries. No provisions of this Order activity are intended or shall be construed to confer upon or give to any person or entity other than BCI or Order Activity, any rights, remedies or other benefits under or by reason of this Order activity. (f) Notices. All notices under this Order activity shall be in writing and shall be delivered by personal delivery, nationally recognized overnight courier (e.g., FedEx), confirmed facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, upon receipt if delivered by overnight courier, upon acknowledgment of confirmed receipt of electronic transmission, or three (3) days after deposit in the mail. Notices shall be sent to the Contacts for Notices at the address set forth at the end of this Order activity or such other address as either party may specify in writing. (g) Counterparts. The Order activity may be executed in counterparts. A signature on a copy of this Order activity received by either party by facsimile is binding upon the other party as an original. Both parties agree that a photocopy of such facsimile may also be treated by the parties as a duplicate original. (h) Mutual Indemnification. To the extent authorized by law and subject to Section 6, each party will defend, indemnify and hold harmless the other party and the other party's successors and assigns, officers, directors, employees, and agents, from and against liability, judgment, loss, damages, fines and expenses (including legal fees and costs), which any or all of them may later suffer themselves or pay out to another, because of any claim, action, or right of action of a third party or governmental authority, at law or in equity, or otherwise, based on or in any way arising out of, and which are proximately caused in whole or in part, by a direct breach of warranty or representation by the indemnifying party. (i) Entire Order activity. This Order activity completely and exclusively states the order activity of the parties regarding its subject matter. It supersedes, and its terms govern, all prior or contemporaneous proposals, order activities or other communications between the parties, oral or written, regarding its subject matter, and may be amended or supplemented only by a subsequently dated writing that refers explicitly to this Order activity and that is signed by authorized representatives of both parties.

20. **Connect-MIL[®] Service for U.S. Armed Services**

1. **MIL Service.** The Order Activity may provide up to three (3) phone numbers and two (2) email addresses per Recipient ("**Order Activity Data**"). The Order Activity Data will be owned by the Order Activity. The MIL Service will include: (a) training to educate designated users on how to send messages, receive reports, and other Managedects of the operation of the MIL Service; and (b) unlimited maintenance and support (Order Activity care and technical support), on a 24/7/365 basis throughout the life time of the contract.
2. **Term; Termination.** This Order activity will commence on the date which is the later of, the date of Execution or _____ ("**MIL Service Start Date**"), and will end on _____ (the, "**Term**"). Notwithstanding the foregoing, if Order Activity inputs any information or other data into BCI's systems prior to the MIL Service Start Date in order to prepare for the commencement of the MIL Service and/or sends notifications prior to the MIL Service Start Date, the terms of this Order activity will also apply during that earlier period. Any termination of this Order activity will not affect any rights or liabilities of either party that accrued prior to such termination. Provisions of this Order activity which, either expressly or by their nature contemplate continued performance or application following the Term, will survive the expiration or termination for any reason of this Order activity. The Order Activity can terminate the Order activity for convenience on the one year anniversary of the MIL Service Start Date and each one year anniversary thereafter by giving BCI at least thirty (30) days prior written notice to terminate. Either party may terminate this Order activity in the event of a material breach by the other party, which breach remains uncured for thirty (30) days following written notice to the breaching party. If the Order Activity terminates for an uncured material breach, the Order Activity may receive a prorated refund of monies paid but not utilized hereunder. BCI can terminate the Order activity immediately for non-payment.
3. **Fees.** In consideration for use of the MIL Service during the Term, the Order Activity will pay BCI an annual Message Fee of \$_____ per year ("**Service Fee**"), which fee will be invoiced upon execution and is due within 30 days of invoicing.
4. **Representations and Obligations.**
 - o. **Privacy; Security.** The Order Activity agrees to comply with the then current Acceptable Use Policy and Privacy Policy (collectively, the "**Policies**") (which can be found at the BCI Website located at www.blackboardconnect.com ("**BCI Website**"), as amended from time to time. BCI does not rent, trade, or sell data to third parties, and will only disclose information as necessary to comply with applicable laws and government orders or to operate or maintain the MIL Service. In the event of an express conflict between the terms of the Order activity and the terms of the Policies, the terms of the Order activity will prevail. The passwords and user names (collectively, "**Account Information**"), provided by BCI are deemed *Confidential Information*. The Order Activity is responsible for knowing who has access to its applications and servers, Order Activity-side security with respect to Account Information, for activities that occur under its account, and for obtaining consents (if necessary) from intended Recipients. The Order Activity will give staff with access to the MIL Service ("**Users**"), appropriate notice of the terms and conditions for access and use consistent with the terms herein. The Order Activity agrees to immediately notify BCI of unauthorized use or loss of Account Information or other security breach pertaining to the MIL Service, and ensure that Users exit from their accounts at the end of each session. BCI is responsible for implementing adequate security precautions for matters under its direct control. The Order Activity represents that the MIL Service will be used in compliance with federal, state, and privacy laws and this Order activity.

- p. **Transmission of Messages; Confidentiality.** The Order Activity will be responsible for the content of messages sent by Users and agrees not to send communications to a Recipient who has indicated that he/she does not wish to receive a communication from the Order Activity. The Order Activity will have in place primary safety and emergency response procedures in the event of an emergency (including without limitation, notifying 911 or equivalent, fire police, emergency medical, and public health, altogether, “**First Responder Services**”). BCI will maintain the confidentiality of the Order Activity Data unless disclosure is mandated by law. The Order Activity will maintain the confidentiality of the MIL Service, Account Information, training and user guides, materials identified as confidential, and the member pages of the BCI Website (**collectively, “Confidential Information”**) with the same degree of care that it uses to protect its own confidential information, but in no event less than a reasonable degree of care. Upon the termination of this Order activity or the expiration of the Term, whichever is earlier, each party will return to the other the latter party’s Confidential Information (without retaining copies, in any medium).
5. **Warranty.** BCI represents and warrants that the MIL Service will perform in a commercially reasonable and professional manner. The Order Activity accepts that the MIL Service is not intended to be used for communicating with, or replace notification to, or interoperate directly with, First Responder Services, which should have already been notified and deployed. Moreover, the Order Activity understands that the MIL Service is not designed for use in any situation where failure of the MIL Service could lead to death, personal injury, or damage to property. BCI will use commercially reasonable efforts to assure that the MIL Service remains available for access by Order Activity on a 24/7/365 basis excluding maintenance and events outside the reasonable control of BCI. In the event that the MIL Service fails to comply with the above warranty, the Order Activity shall promptly inform BCI of such fact, and BCI, upon receipt of such notice and at its expense, will use commercially reasonable efforts to correct any verifiable errors (by repair, replacement or re-performance) so that the MIL Service complies with such warranty as soon as possible, but not more than thirty (30) days after written notice from the Order Activity (“**Cure Period**”). In the event that such repair or replacement cannot be done within the Cure Period, then the Order Activity may invoke the remedy specified in Section 2. BCI will have no obligation with respect to the foregoing limited warranty to the extent the error or noncompliance was caused, in whole or in part, by the negligence or improper use of the MIL Service by the Order Activity or a breach by the Order Activity of its obligations under this Order activity. Nor will BCI be responsible for delays, errors, failures to perform, interruptions or disruptions in the services contemplated under this Order activity caused by or resulting from any act, omission or condition beyond BCI’s reasonable control, whether or not foreseeable or identified, including without limitation, the loss of, or improper access to Order Activity Data, unauthorized access or interception of such data, transmission errors or corruption or security of information carried over telecommunication lines, failure of digital transmission links, hostile network attacks or network congestion, or acts of God, strikes, lockouts, riots, acts of war, governmental regulations, shortage of equipment, materials or supplies, fire, power failure, earthquakes, severe weather, floods or other natural disaster or the Order Activity’s or any third party’s applications, hardware, software or communications equipment or facilities. **The above warranty is in lieu of all other warranties by BCI, express or implied, including but not limited to the warranties of merchantability or fitness for a particular purpose, or any warranties arising from a course of dealing, course of performance, usage of the trade or trade practice. BCI does not warrant that the operation will be uninterrupted and Blackboard hereby disclaims all liability on account hereof.**

6. **Limitation of Liability.** If the Order Activity suffers damages arising from or relating the MIL Service and a court of competent jurisdiction determines that BCI's conduct was a proximate cause of such damages, then BCI's aggregate liability to the Order Activity will be as follows: (a) For intentional misconduct on the part of BCI, BCI's liability will not be limited. (b) For all other misconduct, BCI's aggregate liability will be limited to the lesser of (i) actual direct damages or (ii) the total fees paid by the Order Activity to BCI under this Order activity. The existence of multiple claims will not enlarge the limits. Nothing contained in the foregoing limits or excludes the liability of BCI to the Order Activity for death or personal injury caused by the negligence of BCI or any other liability which cannot be excluded by law. In no event will BCI, its officers, or employees, be liable for any indirect, punitive, reliance, special, consequential, or other damages of any kind or nature whatsoever, suffered by the Order Activity or any third party arising out of this Order activity or the transactions contemplated hereby, even if BCI has been advised of the possibilities of such damages or should have foreseen such damages.
7. **Miscellaneous.** (a) Ownership. Order Activity acknowledges and agrees that the Confidential Information and all other materials pertaining to the use of the MIL Service are not purchased or developed with Order Activity funds. Accordingly, nothing in this Order activity grants or transfers to the Order Activity any ownership rights in the foregoing materials. Order Activity is expressly prohibited from reproducing, modifying, duplicating, copying, making derivative works, publicly displaying, or otherwise exploiting, in whole or in part, the member pages of the Confidential Information, without the express written permission of BCI's Legal Department. (b) Governing Law. This Order activity will be governed and interpreted in accordance with the Order Activity's state law. (c) Waiver; Severability. Failure by either party to enforce any provision of this Order activity will not be deemed a waiver of future enforcement. In the event that any provision of this Order activity is invalid under applicable law, the remainder of this Order activity will continue in full force and effect. In such a case and subject to the last sentence of the preamble, the parties will replace the invalid provision with one that, as much as possible, reflects the original intentions of the parties and is valid under applicable law. (d) Relationship of Parties. BCI is providing a service to Order Activity as an independent contractor. (e) No Third Party Beneficiaries. No provisions of this Order activity are intended or shall be construed to confer upon or give to any person or entity other than BCI or Order Activity, any rights, remedies or other benefits under or by reason of this Order activity. (f) Notices. All notices under this Order activity shall be in writing and shall be delivered by personal delivery, nationally recognized overnight courier (e.g., FedEx), confirmed facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, upon receipt if delivered by overnight courier, upon acknowledgment of confirmed receipt of electronic transmission, or three (3) days after deposit in the mail. Notices shall be sent to the Contacts for Notices at the address set forth at the end of this Order activity or such other address as either party may specify in writing. (g) Counterparts. The Order activity may be executed in counterparts. A signature on a copy of this Order activity received by either party by facsimile is binding upon the other party as an original. Both parties agree that a photocopy of such facsimile may also be treated by the parties as a duplicate original. (h) Mutual Indemnification. To the extent authorized by law and subject to Section 6, each party will defend, indemnify and hold harmless the other party and the other party's successors and assigns, officers, directors, employees, and agents, from and against liability, judgment, loss, damages, fines and expenses (including legal fees and costs), which any or all of them may later suffer themselves or pay out to another, because of any claim, action, or right of action of a third party or governmental authority, at law or in equity, or otherwise, based on or in any way arising out of, and which are proximately caused in whole or in part, by a direct breach of warranty or representation by the indemnifying party. (i) Entire Order activity. This Order activity completely and exclusively states the order activity of the parties regarding its subject matter. It supersedes, and its terms govern, all prior or contemporaneous proposals, order activities or other communications between the parties, oral or written, regarding its subject matter, and may be amended or supplemented only by a subsequently dated writing that refers explicitly to this Order activity and that is signed by authorized representatives of both parties.

TERMS AND CODITIONS APPLICABLE TO PURCHASE OF XYTHOS PRODUCTS FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE (SECIAL ITEM NUMBER 132-32)

Managed Hosting - SCHEDULE OF SERVICES

1. ADDITIONAL DEFINITIONS

1.1 “Active User Capacity” means the number of Unique Named Users, at any particular time, permitted to access the Software licensed by Order Activity as set forth on the Software Schedule and provided through the Hosted Software. As of the Schedule Effective Date (as defined below), the initial Active User Capacity will be equal to the number indicated in the Software Schedule.

1.2 “Available Date” means, for purposes of this Managed Hosting Schedule, the date upon which Order Activity receives notice from Blackboard that the Hosted Software is available for access by Order Activity’s Unique Named Users.

1.3 “Hosted Software” means the Software licensed to Order Activity pursuant to the Software Schedule for which Blackboard is to provide the Managed Hosting Services.

1.4 “Managed Hosting Services” means the services provided by Blackboard pursuant to this Managed Hosting Schedule. The initial Managed Hosting Services are indicated.

1.5 “Schedule Effective Date” means the later of: (i) the date on which this Managed Hosting Schedule has been executed by authorized representatives of both Parties; and (ii) the Effective Date of the Agreement.

1.6 “Software Schedule” means the Software Schedule that has been executed by Blackboard and Order Activity for which Order Activity seeks to have Blackboard provide Managed Hosting Services, and that is in effect during the term of this Managed Hosting Schedule.

1.7 “Staging Environment” means that hosted additional test copy of the licensed Xythos Software used for Order Activity to test new updates/upgrades to the Software. The staging environment may not be used for production purposes.

1.8 “Test Copy Hosted Software” means the Test Copy Software licensed to Order Activity pursuant to the Software Schedule which Blackboard is hosting. Test Copy Hosted Software is to be used solely for the purposes of testing the Software and is not to be used for production purposes and, unless otherwise indicated in Exhibit A of the Managed Hosting Schedule, is not covered by Service Level specifications described in Exhibit B.

1.9 “Unique Named User” will have the meaning set forth in the Software Schedule.

2. BLACKBOARD RESPONSIBILITES.

2.1 Provision of Access to Hosted Software. As soon as commercially practicable after the Schedule Effective Date, Blackboard will make access to the features and functions of the Hosted Software available to Order Activity’s Unique Named Users. Blackboard will specify to Order Activity procedures according to which Order Activity and/or its Unique Named Users may establish and obtain such access.

2.2 Responsibility for Hosting. Blackboard shall install and operate the Hosted Software on computer servers and systems under its direct or indirect control. Blackboard will also install and store the Order Activity Content for purposes of access by the Hosted Software, provided that nothing in this Managed Hosting Schedule shall be construed to require Blackboard to provide for, or bear any responsibility with respect to, the design, development, operation or maintenance of any Web site owned or operated by Order Activity, or with respect to any telecommunications or computer network hardware required by Order Activity to provide access from the Internet to any such Order Activity Web site. Nothing in this Managed Hosting Schedule shall be construed to grant to Order Activity a license to access and/or use Blackboard’s systems except for purposes of accessing and using the Hosted Software and except pursuant to the procedures and protocols specified by Blackboard pursuant to Section 2.1. Solely to the extent necessary to perform Blackboard’s obligations pursuant to this Managed Hosting Schedule, Order Activity grants to Blackboard a royalty-free, non-exclusive, worldwide license to use, reproduce, transmit, distribute, perform, display, and, to the extent required by the Hosted Software, modify and create derivative works from the Order Activity Content. As between Order Activity and

Blackboard, Order Activity retains ownership of the Order Activity Content. Blackboard shall maintain the confidentiality of all Order Activity Content that is stored on its servers in accordance with Section 4 of the Master Terms.

2.3 Availability and Operational Specifications. Blackboard will undertake commercially reasonable measures to ensure that, from and after the Available Date and for so long as this Managed Hosting Schedule remains in effect, the Managed Hosting Services provided pursuant to this Managed Hosting Schedule will: (i) be available and accessible as contemplated in this Managed Hosting Schedule twenty-four (24) hours per day, seven (7) days per week within the parameters set forth in Exhibit B; and (ii) conform in all material respects to the technical specifications and performance parameters set forth in Exhibit B. Exhibit B may be modified from time to time, upon notice to Order Activity. Notwithstanding the foregoing, Blackboard will have no liability under this Section 2.3 to the extent any nonconformity with the standards set forth in Exhibit B arises, in whole or in part, from: (i) any use of the Hosted Software by Order Activity or any Unique Named User other than in accordance with the terms and conditions set forth in this Agreement; (ii) any failure by Order Activity or any Unique Named User to comply with any procedures, technical standards and/or protocols specified by Blackboard pursuant to Section 2.1 of this Managed Hosting Schedule; or (iii) any causes beyond the control of Blackboard or which are not reasonably foreseeable to Blackboard, including but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures. It is agreed and acknowledged that the service credits referred to in Exhibit B shall be Order Activity's sole remedy, and Blackboard's sole obligation, with respect to failures of the Managed Hosting Services to meet the technical specifications and performance parameters set forth in Exhibit B. Blackboard does not warrant or guarantee the Managed Hosting Services except as expressly stated in this Managed Hosting Schedule.

2.4 Data Restoration Policy. Blackboard will back-up and archive Order Activity Content at a secure location for the retention period(s) specified in Exhibit B. In the event that Order Activity requests recovery of any lost or damaged Order Activity Content, Blackboard will exercise reasonable efforts to restore the relevant data from the most recently archived copies (or such earlier copies as requested by Order Activity), provided that such data is, at the relevant time, still available pursuant to the applicable retention policy and Order Activity has provided to Blackboard all information necessary to enable Blackboard to perform such services. Blackboard shall perform up to four (4) data restorations at no charge to Order Activity; thereafter, except with respect to restoration of data that are lost or damaged as a result of Blackboard's error or a failure of the Managed Hosting Services, Order Activity agrees to pay Blackboard its then-standard applicable rates for such restoration services.

2.5 Data Archiving and Cleanup Policy. Blackboard will undertake commercially reasonable efforts to accommodate Order Activity's request for data archiving and cleanup. These tasks regularly require expert knowledge of Blackboard application and database structure and command-line access to Order Activity's Blackboard servers under Blackboard's control. Common types of data archiving and cleanup tasks that require database/application engineering expertise and command-line access to servers include (but are not limited to) the following: batch copying of content; batch export, import, and archive of content; batch removal of content; batch disabling or deleting of users; exporting usernames / courses from a database query. Blackboard will make reasonable efforts to perform up to four (4) data archiving and cleanup related tickets per Order Activity per year (the tasks can be grouped together as one support ticket to be addressed at once per quarter). After four (4) free services per year, Blackboard reserves the right to charge a flat fee of \$800 per ticket created for data archiving and cleanup related tasks. If Order Activity requires Blackboard to batch archive data on to a hard-drive and ship to Order Activity, Blackboard will charge \$200 for the cost of each of 200 GB hard-drive required. The hard-drive can be shipped back to Managed Hosting at the time of next task for reuse.

2.6 Additional Storage and Bandwidth Policy. As a normal operating procedure Blackboard does not cap storage and bandwidth. Blackboard will, no less than quarterly, monitor Order Activity's storage and bandwidth usage. In the event Order Activity has exceeded Initial Storage and/or Initial Bandwidth in a sustained period of sixty (60) days or more, Blackboard will provide a report to Order Activity concerning the current storage and bandwidth usage. In the event Order Activity has not purchased additional storage and/or bandwidth within thirty (30) days of receiving the report, Blackboard reserves the right to charge Order Activity additional fees at then-standard applicable rates.

2.7 Migration Policy. In the event Order Activity requests an Update/Upgrade of the Hosted Software, Blackboard and Order Activity shall engage in commercially reasonable migration planning. In the event that the migration planning requires an expanded or new hardware environment not covered by the then-current

Hosted Software environment (defined here as “Migration”), Order Activity shall pay a Migration Set Up fee as mutually negotiated. Blackboard will be obligated to perform no more than one successful test migration per a six (6)-month period. If Order Activity requires more than one Migration test or more than one Migration within a six-month period, it must execute a copy of Blackboard’s Professional Services Agreement for the services.

2.8 Additional Managed Hosting Services. In the event that Order Activity desires to receive Managed Hosting Services in addition to the particular services specified, including, by way of example, incremental storage capacity and/or additional bandwidth capacity and/or higher Active User Capacity, Order Activity may submit a written and executed purchase order requesting such additional Managed Hosting Services. Subject to Order Activity’s payment of all applicable fees required by Section 4, and further subject to all applicable provisions of this Agreement, including, without limitation, the Master Terms and this Managed Hosting Schedule, Blackboard agrees to make such additional Managed Hosting Services available to Order Activity for so long as this Managed Hosting Schedule remains in effect after acceptance of such purchase order. For the avoidance of doubt, no such purchase order shall be binding upon Blackboard unless and until Blackboard accepts such purchase order in writing and further provided that Blackboard will have no liability to Order Activity with respect to any purchase orders that are not accepted or for any terms contained in the purchase order other than the type of service and the payment amount.

2.9 IP Addresses. Any IP addresses assigned or allocated to Order Activity by Blackboard shall remain, at all times, the property of Blackboard and shall be nontransferable and Order Activity shall have no right to use such IP addresses upon termination of this Agreement. Any change requested by Order Activity to the Blackboard allocated addresses must be agreed to by the Parties. Order Activity understands that the IP Services provided under this Agreement (including Internet use) may require registrations and related administrative reports that are public in nature.

3. ORDER ACTIVITY RESPONSIBILITIES.

3.1 General Usage Limitations. Order Activity acknowledges that use and operation of the Hosted Software by Order Activity and/or any Unique Named User is subject to the terms of the Software Schedule. Notwithstanding the Software Schedule, for so long as this Managed Hosting Schedule remains in effect, Order Activity may not install, host or operate the Hosted Software, nor may Order Activity or its Unique Named Users otherwise use the Hosted Software, except as hosted and made available by Blackboard under this Agreement. In the event that Order Activity has installed the Hosted Software upon any computer server(s) prior to the Schedule Effective Date (as defined below), Order Activity agrees promptly to remove the Hosted Software from such computer server(s). Order Activity agrees that it may not cause or permit any third parties to access the Hosted Software other than Unique Named Users, nor may Unique Named Users in excess of the then-current Active User Capacity access and use the Hosted Software at any time, provided that the Active User Capacity may be modified in accordance with Section 2.6. Order Activity shall refrain from, and shall ensure that Unique Named Users refrain from, using the Managed Hosting Services in a manner that is libelous, defamatory, obscene, infringing or illegal, or otherwise abusing the Managed Hosting Services or the resources available through the Managed Hosting Services. Order Activity will take appropriate steps to ensure that it and its Unique Named Users do not share access information (including user identification data and passwords) with third parties except as expressly permitted under this Agreement. Order Activity warrants that its Unique Named Users will comply with the provisions of this Managed Hosting Schedule in all respects.

3.2 Order Activity Content. Order Activity represents and warrants that: (i) Order Activity owns or has sufficient rights in and to the Order Activity Content, including, without limitation, personal, educational and financial information contained within the Order Activity Content, in order to use, and permit use of, the Order Activity Content as contemplated in this Managed Hosting Schedule and to grant the license granted in Section 2.2; and (ii) the Order Activity Content does not and shall not contain any content, materials, advertising or services that infringe on or violate any applicable law, regulation or right of a third party. Order Activity also acknowledges that Order Activity Content may be accessed by Blackboard’s support or Managed Hosting personnel outside of the country of the hosted facility, and hereby authorizes such access. Blackboard only provides access to the Hosted Software; Blackboard does not operate or control the information, services, opinions or other content of the Internet. Blackboard does not monitor and shall have no liability or responsibility whatsoever for the Order Activity Content of any transmissions or communications transmitted or

otherwise disseminated via the Hosted Software. Order Activity agrees that it shall make no claim whatsoever against Blackboard relating to the Order Activity Content or content of the Internet or respecting any information, product, service or software ordered through or provided via the Internet, and Order Activity shall indemnify and hold Blackboard harmless from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related, directly or indirectly, to such Order Activity Content.

4. FEES

4.1 In consideration for provision of the Managed Hosting Services, Order Activity shall, during the Initial Term (as defined below) pay to Blackboard: (i) an annual fee in an amount set forth in the Pricing Summary with respect to the particular Managed Hosting Services provided under this Managed Hosting Schedule, which fees shall be due and payable upon Agreement execution; as well as (ii) any other fees otherwise required by this Managed Hosting Schedule (for additional services, additional bandwidth, or additional users). In the event that Order Activity requests additional Managed Hosting Services as contemplated in Section 2.8, applicable fees shall be due and payable from and after the month during which such additional services are first made available. All fees payable under this Managed Hosting Schedule shall be non-cancelable and non-refundable.

4.2 If Order Activity elects to pay Managed Hosting fees monthly, then Blackboard shall charge Order Activity an additional 5% on the total Managed Hosting fees. Blackboard reserves the right to temporarily suspend the Managed Hosting Services if Order Activity's account becomes more than sixty (60) days past due. The act of suspending Managed Hosting Services does not, in itself, constitute a termination or suspension of this Agreement nor does such suspension of Service alleviate Order Activity's obligation to pay past, current, or future charges incurred hereunder. Once Order Activity pays in full the past due fees, Blackboard may resume services.

4.3 With respect to each Renewal Term (as defined below), if any, Order Activity shall pay to Blackboard the then-current fees for such Managed Hosting Services upon commencement of the Renewal Term. Except as provided above, each party will be responsible for its own expenses incurred in rendering performance under this Managed Hosting Schedule, including, without limitation, the cost of facilities, work space, computers and computer time, development tools and platforms, utilities management, personnel and supplies. Except as otherwise required by this paragraph, all amounts payable under this Managed Hosting Schedule shall be subject to applicable provisions of the Master Terms.

5. TERM

This Managed Hosting Schedule shall become effective on the Schedule Effective Date, and shall continue in effect for a period of one (1) year (the "Initial Term"), unless earlier terminated or otherwise specified in Exhibit A. Thereafter, the Managed Hosting Schedule will renew automatically upon the conclusion of each twelve month period following the Schedule Effective Date for successive one (1)-year periods (each, a "Renewal Term"), at Blackboard's then current pricing for Order Activity's then current usage level, unless either Party provides notice of its desire not to renew more than thirty (30) days prior to the end of the Initial Renewal Term or then-current Renewal Term, as applicable. Upon termination of this Managed Hosting Schedule, all licenses granted under this Managed Hosting Schedule shall immediately cease, and Order Activity will: (i) immediately discontinue access to and/or use of the Hosted Software under this Managed Hosting Schedule; (ii) pay to Blackboard all amounts due and payable under this Managed Hosting Schedule; and (iii) return all Documentation and related training materials to Blackboard within a reasonable time at Order Activity's cost.

**TERMS AND CODITIONS APPLICABLE TO PURCHASE OF BLACKBOARD
MOBILE PRODUCTS FOR GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY SOFTWARE (SECIAL ITEM NUMBER 132-32)**

BLACKBOARD MOBILEDU

1. BLACKBOARD MOBILEDU SERVICE

1.1 Service. In consideration for the applicable fees, Blackboard shall provide the Ordering Activity with the use of the MobilEdu Service for Ordering Activity's institution. In the initial implementation of the MobilEdu Service, Blackboard will provide Ordering Activity with a build of the User Software for which Ordering Activity may select any or all of the Licensed Modules for inclusion in the User Software and at Ordering Activity's option, may include Ordering Activity's branding.

1.2 Distribution of User Software. Subject to the terms and conditions of this Schedule and the Master Terms, Blackboard grants Ordering Activity a limited, non-exclusive, non-transferable, right to distribute the User Software during the Term to be used in conjunction with the Central Service for non-commercial use. Promotion and distribution of the User Software is the responsibility of Ordering Activity. Distribution of the User Software by Ordering Activity to its end users shall be pursuant to a license agreement which is reasonably satisfactory to Blackboard; provided, however, that the standard distribution terms utilized by Apple Inc. to distribute applications through its Apple App Store shall be deemed satisfactory unless Blackboard otherwise notifies Ordering Activity in writing.

1.3 Ordering Activity's Obligations. Ordering Activity is responsible for promptly providing and maintaining Ordering Activity Data feeds to the Central Service for each of the Licensed Modules which Ordering Activity has selected for the User Software in formats which are compatible with the Central Service. Ordering Activity is responsible for maintaining Ordering Activity Applications, Ordering Activity Systems and Ordering Activity Data and promoting and distributing Ordering Activity Applications, User Software, Updates and Upgrades to End Users via Ordering Activity's distribution channels such as Ordering Activity's Apple App Store page. Ordering Activity will designate a qualified individual to serve as Ordering Activity's support contact with Blackboard for maintenance and support issues, requests and inquiries ("Site Administrator"). Ordering Activity may change its Site Administrator at any time by providing written notice to Blackboard. Ordering Activity and its End Users will be solely responsible for acquiring and maintaining all telecommunications and Internet services and other hardware and software required to access and use the MobilEdu Service, including, without limitation, any and all costs, fees, expenses and taxes of any kind related to the foregoing. Blackboard will not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications and Internet services.

1.4 Term. This Schedule shall become effective when executed by authorized representatives of both Parties (the "Schedule Effective Date"); and shall continue in effect for the initial term stated in the applicable Order Form (the "Initial Term"), unless earlier terminated in accordance with the termination provisions of the Agreement. Thereafter, the applicable Order Form will renew automatically for successive one (1)-year periods (each, a "Renewal Term"), unless either Party provides notice of its desire not to renew more than thirty (30) days prior to the end of the Initial Term or then-current Renewal Term, as applicable. Upon termination of this Schedule, all licenses granted under this Schedule shall immediately cease, and Ordering Activity will: (i) immediately discontinue use of the MobilEdu Service; (ii) pay to Blackboard all amounts due and payable hereunder; (iii) delete any copies of the User Software from its server or other locations such as the Ordering Activity's Apple App Store page, and provide to Blackboard proof of the destruction of the original copy and any other copies of the User Software; and (iv) return all documentation and related training materials to Blackboard within a reasonable time at Ordering Activity's cost.

1.5 Fees. In consideration for the services provided and license(s) granted in this Schedule with respect to the Initial Term, Ordering Activity shall pay to Blackboard all fees specified in each applicable Order Form, which fees shall be non-cancelable and non-refundable. With respect to each Renewal Term, if any, Ordering Activity shall pay to Blackboard the then-current fees for such services and licenses, which amounts shall be due and payable within thirty (30) days of the date of Blackboard's invoice for such Renewal Term. Ordering Activity further agrees to

reimburse Blackboard for: (i) reasonable travel and living expenses incurred by Blackboard's employees and subcontractors in connection with the performance of maintenance and support services under this Schedule and; (ii) any other expenses described in this Schedule, provided that Blackboard will receive Ordering Activity's prior approval for single expenses greater than \$250, and further provided that, upon Ordering Activity's request, Blackboard will provide reasonable documentation indicating that Blackboard incurred such expenses. Except as otherwise required by this paragraph, all amounts payable under this Schedule shall be subject to applicable provisions of the Master Terms.

1.6 Expansion of Licensed Use. The MobilEdu Service is priced annually based upon Blackboard User Bands. Blackboard User Bands are calculated on the basis of the total number of students in the Ordering Activity institution that a Ordering Activity expressly and in good faith notifies to Blackboard. Ordering Activity agrees that the number of students provided to Blackboard is correct and accurate to the best of its knowledge. Ordering Activity's subscription on this Schedule shall be expanded in increments as indicated below and Blackboard will assess additional license fees for increases in Ordering Activity's student count. Blackboard's User Bands are as follows:

1.7 Additional Services. In the event that Ordering Activity desires additional products or services relating to the MobilEdu Service not on the initial Order Form, such additional products and services may be added via an Order Form executed by both parties stipulating as to the additional products and services ordered and the applicable fees. This Schedule shall apply to any such additional Order Forms.

2. GENERAL TERMS

2.1 General Usage Terms. Ordering Activity agrees not to use the User Software or Central Service for any purposes beyond the scope of the license granted in this Schedule. Without limiting the foregoing, Ordering Activity shall not: (i) use the User Software or Central Service to provide commercial services; (ii) develop, utilize or distribute any software application that accesses the Central Service, or allow any third party software application to access the Central Service other than with Blackboard's prior approval; (iii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which the User Software or Central Service is compiled or interpreted, and Ordering Activity hereby acknowledges that nothing in this Agreement shall be construed to grant Ordering Activity any right to obtain or use such source code; (iv) modify the User Software or Central Service or create any derivative product of the User Software or Central Service, except with the prior written consent of Blackboard; (v) obscure, remove or alter any of the trademarks, trade names, logos, patent, trademark, or copyright notices or markings to the User Software; or (vi) Ordering Activity shall not use or distribute the User Software in violation of any obligations relating to any Third Party Software, provided that Blackboard has notified Ordering Activity of such obligation. Ordering Activity shall be responsible for ensuring that the use of the User Software is in compliance with all applicable laws, statutes, regulations or rules. Ordering Activity acknowledges that the Licensed Modules may operate differently on different Licensed Platforms and on different mobile devices within the same Licensed Platforms, and certain Licensed Modules may not be offered on all Licensed Platforms.

2.2 Third Party Software/Content. The MobilEdu Service may contain Third Party Software and Blackboard reserves the right to modify the MobilEdu Service to maintain compliance with the license terms of Third Party Software. Ordering Activity acknowledges that in the case of distribution of User Software for certain third party platforms, such as the Apple iPhone platform, Ordering Activity's distribution of User Software will be subject to such third party's program terms and conditions and may require such third party's approval. In the event that Ordering Activity opts to enroll in any Third Party Programs, Ordering Activity shall be responsible for compliance with the terms and conditions of such Third Party Programs. In order to distribute any User Software for the iPhone platform, Ordering Activity is required to enroll in the Apple Developer Program or any successor program; such program enrollment is between Ordering Activity and Apple directly.

2.3 Certain Rights. Ordering Activity shall be deemed to own and hold all right, title and interest to the Ordering Activity Data and Ordering Activity's logos. Blackboard and its licensors shall be deemed to own and hold all right, title and interest in and to the MobilEdu Service, and Ordering Activity acknowledges that it neither owns nor acquires any additional rights in and to the MobilEdu Service not expressly granted by this Agreement, and Ordering Activity further acknowledges that Blackboard hereby reserves and retains all rights not expressly granted in this Agreement, including, without limitation, the right to use any component of the MobilEdu Service for any

purpose in Blackboard's sole discretion. Blackboard shall have a royalty-free, worldwide, perpetual license to use or incorporate into Blackboard's products or services any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Ordering Activity or Ordering Activity's users. The User Software will be marked "Powered by Blackboard" or similar designation.

2.4 Limited Software Warranty. Blackboard warrants, solely for the benefit of Ordering Activity, that any MobilEdu Service licensed under this Schedule which is manufactured by Blackboard will substantially conform to the designated technical documentation for a period of ninety (90) days after the Effective Date, provided that: (i) Blackboard has received all amounts owed under this Agreement; (ii) Ordering Activity is not in material breach of this Agreement; (iii) Ordering Activity has provided all required Ordering Activity Data feeds and made the system configurations required to interface with the MobilEdu Service; and (iv) Ordering Activity has notified Blackboard in writing of any failure of the MobilEdu Service to conform to the foregoing warranty within the warranty period. The foregoing shall not apply to any portion of the MobilEdu Service offered as a beta version, which shall be deemed to be available on an as-is basis, without warranty of any kind including all implied warranties including any warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law. ORDERING ACTIVITY ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES BY BLACKBOARD, AND THAT BLACKBOARD'S SOLE OBLIGATION, AND ORDERING ACTIVITY'S SOLE REMEDY, WITH RESPECT TO ANY BREACH OF THE FOREGOING WARRANTY, IS REPAIR OR REPLACEMENT (AT BLACKBOARD'S OPTION) OF THE RELEVANT SOFTWARE IN A TIMELY MANNER.

2.5 Product Support. Ordering Activity is eligible to receive Product Support from Blackboard as described from time to time in the Blackboard Ordering Activity Support Services Guide located on Blackboard's website at <http://library.blackboard.com/docs/support/mobilededu/> or any successor website.

2.6 Application Development Kit. Ordering Activity may at its option utilize the MobilEdu Application Development Kit under the terms located on Blackboard's website at <http://library.blackboard.com/docs/support/mobilededu/> or any successor website.

3. ADDITIONAL DEFINITIONS

3.1 "Central Service" means software and systems provided by Blackboard which facilitate the exchange of Ordering Activity Data between User Software and Ordering Activity Systems and any associated administrative tools or systems provided by Blackboard to Ordering Activity.

3.2 "Corrections" means a change (e.g., fixes, workarounds and other modifications) made by or for Blackboard which corrects Software Errors in the Software, provided in temporary form such as a patch, and later issued in the permanent form of an Update or Upgrade.

3.3 "Ordering Activity Data" means data, information and any other content supplied by Ordering Activity through Ordering Activity Systems.

3.4 "Ordering Activity Systems" means Ordering Activity's business applications, databases and other information technology systems that will interface with the Central Service.

3.5 "Licensed Modules" means each of the software modules licensed by Ordering Activity pursuant to an Order Form and any Upgrades, Updates or Corrections provided thereto.

3.6 "Licensed Platforms" means each of the software platforms for mobile devices licensed by Ordering Activity pursuant to an Order Form.

3.7 "MobilEdu Service" means the service provided by Blackboard consisting of User Software which operates in conjunction with the Central Service.

3.8 "Order Form" means an order form executed by Ordering Activity and Blackboard relating to MobilEdu products or services.

3.9 "Software Error" means a failure of any Software materially and substantially to conform to applicable Documentation, provided that such failure can be reproduced and verified by Blackboard using the most recent version (including all available Corrections, Updates, and Upgrades) of such Software made available to Ordering Activity, and further provided that Software Errors do not include any nonconformity to applicable Documentation caused by: (i) Ordering Activity's or its end users' negligence; (ii) any modification or alteration to the Software not made by Blackboard; (iii) data that does not conform to Blackboard's specified data format; (iv) operator error; (v) use on any system other than the operating system specified in the Documentation, (v) accident, misuse or any other cause which, in Blackboard's reasonable determination, is not inherent in the Software; or (vi) any use of the Software other than expressly authorized in this Schedule.

3.10 "Third Party Software" means the software or content manufactured, distributed or created by third parties that has been incorporated by Blackboard into the MobilEdu Service.

3.11 "Third Party Programs" means the programs or agreements offered by third parties, such as Apple Inc.'s iPhone Developer Program, relating to mobile devices on which the User Software is intended to operate.

3.12 “Updates” means the object code versions of the Licensed Modules or other software that have been developed by Blackboard to correct any Software Error and/or provide additional functionality and that have been commercially released with a version number that differs from that of the prior version in the number to the right of the decimal point (e.g., 2.0 vs. 2.1) and that are not marketed as a separate product or module.

3.13 “Upgrades” means the object code versions of the Licensed Modules or other software that have been customized, enhanced, or otherwise modified by or on behalf of Blackboard, acting in its sole discretion, to include additional functionality and that have been released with a version number that differs from that of the prior version in the number to the left of the decimal point (e.g., 3.0 vs. 2.0) and that are not marketed as a separate product or module.

3.14 “User Software” means the software containing Licensed Modules, including Updates, Upgrades, and Corrections, provided by Blackboard to Ordering Activity for distribution.

EXHIBIT A
MANAGED HOSTING SPECIFICATIONS

EXHIBIT B
MANAGED HOSTING SERVICES SPECIFICATIONS - As of the Available Date

NOTE: ORDER ACTIVITY ACKNOWLEDGES THAT NOTHING IN THIS EXHIBIT B CREATES ANY ADDITIONAL WARRANTIES OR GUARANTEES, OTHER THAN AS SET FORTH IN THE MANAGED HOSTING SCHEDULE, THE SOFTWARE SCHEDULE AND/OR THE MASTER TERMS, AS APPLICABLE.

SERVICE LEVEL

Security:

- Single point of entry to co-location is guarded 24 hours a day with access controlled by an access database and video surveillance
- Monitoring of the co-location area and only those persons authorized by Blackboard's access list are allowed past a central point.
- Surveillance cameras located throughout the facility capture activity to help ensure no unauthorized entry to protected areas.

Power:

- State-of-the-art generators clean and condition commercial electrical power to remove irregularities in the signal. Power is run through the generators before being passed into the facility.
- In the event of a loss of power from the grid, power backups are utilized in the following order: commercial utility underground conduits, two-hour battery backup (industry standard only 15 minutes), diesel generator with full-load capability and additional fuel supply.

Network:

- Redundant Internet connections through dual Tier-1 Internet Service Providers

Startup:

Blackboard is responsible for the setup and configuration of the necessary hardware, software and all components of the Order Activity server(s). This includes but not limited to, the server hardware and software, telecommunications hardware and software, security software and other software that is reasonably necessary to operate and maintain the Hosted Software.

Initial Access Date:

The Hosted Software is typically accessible from the hosting site within 7 business days after execution of the Managed Hosting Schedule, provided that the Master Terms and the relevant Software Schedule have been executed, and provided that Order Activity has provided to Blackboard a URL and any other information required by Blackboard. Blackboard shall provide Order Activity with procedures for access; the procedures may include, without limitation, provision of any access codes, passwords, technical specifications, connectivity standards or protocols, or any other relevant procedures, to the limited extent any of the foregoing may be necessary to enable Order Activity to permit its Unique Named Users to access and use the Hosted Software as contemplated in this Managed Hosting Schedule.

Availability/Service Credit:

The Hosted Software is accessible 24/7, with a 99.7% targeted uptime. 99.7% uptime means that for 99.7% of the time during any calendar month, the Managed Hosting Services shall be available. Unavailability is a condition in which there is unavailability of the Hosted Software due to hardware failure OR sustained packet loss in excess of fifty percent within the Blackboard hosting facilities for at least fifteen consecutive minutes due to a failure of Blackboard to provide Managed Hosting Services during such period; unavailability does not include packet loss or network unavailability due to scheduled maintenance, or inability of a user to connect with the Managed Hosting Services due to Internet or telecommunications problems outside the control of Blackboard. In order to receive any service credit, Order Activity must notify Blackboard within seven (7) days from the time Order Activity becomes eligible to receive a service credit. Failure to comply with this requirement will forfeit Order Activity's right to receive a service credit. The aggregate maximum number of service credits to be issued by Blackboard to Order Activity for any and all downtime periods and performance problems during any given calendar month shall not exceed one month of service. Service credits are issued as followed:

Length of Unavailability (per calendar month)

1 to 4 hours of aggregate unavailability below 99.7% monthly fees)
4 to 48 hours of aggregate unavailability below 99.7% (i.e., 1/15* monthly fees)
48 to 96 hours of aggregate unavailability below 99.7% 1/6 * monthly fees)

Service Credit

1 day of service fees credited (i.e., 1/30
2 days of services fees credited
5 days of service fees credited (i.e.,

*Each block of 96 hours of aggregate unavailability thereafter shall be credited 5 days of service fees.

*All Service Credit shall be applied to the next period's Managed Hosting fees.

Backup and Disaster Recovery:

Blackboard provides comprehensive redundant backups which are stored online and at a separate facility. Blackboard retains backup data for one month. In the event of a disaster, Blackboard will use reasonable efforts to restore service. Blackboard will not attempt to restore service if such attempt shall put Blackboard, its employees or its agents at risk for injury.

Outages

If a system outage occurs, Blackboard will notify Order Activity's designated technical contact via email. This notice will include the reason for the system outage and estimated time for restoration of Managed Hosting Services if Blackboard knows this information when it gives this notice.

Following recovery from any particular system outage, Blackboard will provide Order Activity with a post-incident summary that will include:

- cause of the system outage (if determined);
- method used to correct the problem; and
- measures Blackboard will take to prevent similar system outages in the future (if any).

Upon receipt of notification of a problem with the Blackboard system or the Managed Hosting Services, Blackboard will investigate the problem and determine if a system outage exists. If a system outage exists, Blackboard will provide Order Activity with a time estimate for resolution of the problem, if known at that time. Blackboard will promptly commence remedial activities and use commercially reasonable efforts to resolve the system outage within the time estimate provided to Order Activity.

MONITORING AND PERFORMANCE

Blackboard will make network performance reports available to the Order Activity via www.behind.blackboard.com or as requested. These reports are designed to provide usage and performance information to help in the continual monitoring and improvement of the design and operation of the hosted environment. Upon request by Order Activity, Blackboard will provide Order Activity with monthly reports including information on Managed Hosting Services usage, system outages and changes made to the Blackboard system during that month. Upon request Blackboard will provide the Order Activity with the following report:

Specific System Outage Details:

Time of outage
Length of outage
Affected areas
Reason for outage
Order Activity contact notified (if any)
Remedy to prevent outage reoccurrence (if any)

Order Activity acknowledges and agrees that any of the foregoing reports shall constitute Blackboard's Confidential Information for purposes of this Agreement.

Ongoing:

The hardware, software and network are monitored and maintained by Blackboard and will be accessible twenty-four (24) hours a day, seven (7) days a week, in accordance with industry standards, except for scheduled maintenance and required repairs, in advance of which the Order Activity shall be notified by email.

- Blackboard maintains responsibility for all day-to-day server maintenance. Server maintenance may include, but is not limited to, hardware upgrades, OS upgrades, patch installations, database administration, server user administration and performance tuning.
- Blackboard maintains a software monitoring system to provide real-time information about the Managed Hosting environment to the Blackboard Network Operations Center (NOC), to assist Blackboard system administrators proactively monitoring the Managed Hosting environment.
- Blackboard maintains the functioning of all hardware components for which it is responsible under this Exhibit and will replace any failed components. Hardware replacement will begin immediately upon identification of the hardware failure and if cannot be completed with a reasonable amount of time, the access to the Hosted Software will be redirected to a temporary server to reduce downtime.
- Blackboard implements a backup strategy of performing daily backups with a retention period of 1 month. Where possible, data is replicated to an offsite location.
- Blackboard collects bandwidth usage and web hit statistics on all Order Activity-hosted machines. This information will be provided upon request.

DATA CENTER SPECIFICATIONS

Blackboard houses servers in a facility that offers environment control, security, and backup power, as more specifically described below:

Environment:

The data center is designed to maintain a constant temperature of 68¹/₄F, plus or minus 2¹/₄F, with humidity of 45%.

Server Setup:

The servers are set up to maintain fail back, redundant connectivity, comprehensive backups, 24x7 monitoring, and 99.7% uptime.

ORDER ACTIVITY RESPONSIBILITIES

Blackboard is not responsible for management and actual use of the features and function of the Hosted Software. Order Activity bears all responsibility for such management and actual use, including, without limitation:

- The Order Activity has full access to the Administrator Menu and is responsible for the following:
 - Creating/Removing Users including Students, Teachers, System Administrators, etc.
 - Modifying all User Information
 - Creating/Removing all Course Web Sites
 - Building and Managing all Course Web Sites
 - Customization to the Site
 - System Usage Tracking Reports
 - Deciding which product features will be available or unavailable, how much functionality instructors will be allowed, etc.
 - Choosing Icon Themes
- All changes to the Blackboard-named URL. All Blackboard Order Activities are assigned a URL that reads <http://institutionname.blackboard.com>. The institution is allowed to pick the “institutionname”. However, any re-directs to other URLs are the responsibility of the Order Activity and not Blackboard. For example, if the Order Activity chooses the URL <http://institutionname.org>, the institution is responsible for the redirect to the <http://institutionname.blackboard.com> site using a CNAME record. Any IP addresses are allocated by Blackboard to Order Activity are in accordance with the American Registry for Internet Numbers (ARIN) guidelines for Internet Numbers and applicable agencies.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
(SPECIAL ITEM NUMBER 132-50)**

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial Order Activities, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. *Grant of License Provision*

For Blackboard Materials License Purchases

Subject to the terms and conditions of this Order Activity and the Federal Supply Schedule contract, Contractor grants to Order Activity an annual, non-exclusive, non-transferable, limited, Version-specific, internal use license to (i) use and copy the Blackboard Materials (means the Contractor training materials, instructor's manuals, product documentation and all other instructional materials and delivered to Order Activity) and (ii) to conduct the Contractor courses related thereto, if applicable. Order Activity is authorized hereunder to use the Blackboard Materials on an internal basis only for the sole benefit of Order Activity, solely for purposes of training its employees, contractors, and/or students on the use of the Contractor software and for conducting development sessions for its faculty that are sponsored and delivered by Order Activity. In addition and not by way of limiting the application of the foregoing, Blackboard Materials that relate to a particular Software program, including any Derivative Works, may be used only for internal courses conducted by Order Activity's employees (and/or contractors) who have been certified by the Contractor Certified Trainer program applicable to such Software program. Except as expressly permitted herein, Order Activity shall not, and shall make all commercially reasonable efforts so that its employees, contractors, and/or students do not, (i) transfer or otherwise distribute the Blackboard Materials to any third party, (ii) use the Blackboard Materials for the benefit of any third party, (iii) charge a direct or indirect fee for use of the Blackboard Materials or (iv) post the Blackboard Materials to any website or make the Blackboard Materials available for download in any location which is not restricted to only persons who are authorized under this Ordering Activity to access the Blackboard Materials. Further, without limiting the foregoing, Order Activity agrees to include a statement in any Blackboard Materials or Derivative Works distributed internally by Order Activity as permitted hereunder, expressly stating that such materials are for Order Activity's internal training purposes only and may not be distributed to or used for the benefit of any third party or used for any other purpose. Order Activity shall not alter, remove or conceal any copyright, trademark, trade name or other proprietary marking or notice that may appear in or on the Blackboard Materials and shall reproduce all such notices on any copies made by Order Activity. Unless otherwise expressly stated, the license granted hereunder applies to the latest Version of the applicable Blackboard Materials made generally available by Contractor as of the date on which delivery is made by Contractor and nothing herein shall be deemed to grant to Order Activity a license to any prior or subsequent Version of the Blackboard Materials unless a separate license for such Version has been acquired by Order Activity. Further, nothing herein shall be construed to grant to Order Activity or any other party any license with respect to any Contractor products or services (including without limitation Contractor's software products and services), except as expressly stated herein. Contractor and its licensors shall be deemed to own and hold all right, title and interest in and to the Blackboard Materials, and Order Activity acknowledges that it neither owns nor acquires any additional rights in and to the Blackboard Materials not expressly granted by this Ordering Activity and the Federal Supply Schedule, and Order Activity further acknowledges that Contractor hereby reserves and retains all rights not expressly

granted in this Ordering Activity or the Federal Supply Schedule, including, without limitation, the right to use the Blackboard Materials for any purpose in Contractor's sole discretion.

For Blackboard Course Materials Purchases

Subject to the terms and conditions of this Order Activity and the Federal Supply Schedule contract, Contractor grants Order Activity a limited, non-exclusive, non-transferable non-sublicenseable right and license to (i) install and use the Blackboard Course Materials (“means the Blackboard course materials, course documentation and all other instructional materials specified”) and delivered by Contractor solely in connection with providing access to Order Activity's Authorized End Users. Order Activity is authorized hereunder to use the Blackboard Course Materials on an internal basis only for the sole benefit of Order Activity, solely for purposes of training its Authorized End Users on the use of the Contractor software. Except as expressly permitted herein, Order Activity shall not, and shall make all commercially reasonable efforts so that its employees, contractors, and/or students do not, (i) transfer or otherwise distribute the Blackboard Course Materials to any third party, (ii) use the Blackboard Course Materials for the benefit of any third party, (iii) charge a direct or indirect fee for use of the Blackboard Course Materials or (iv) post the Blackboard Course Materials to any website or make the Blackboard Course Materials available for download in any location which is not restricted to only persons who are authorized under this Ordering Activity to access the Blackboard Course Materials. Further, without limiting the foregoing, Order Activity agrees to include a statement in any Blackboard Course Materials or Derivative Works distributed internally by Order Activity as permitted hereunder, expressly stating that such materials are for Order Activity's internal training purposes only and may not be distributed to or used for the benefit of any third party or used for any other purpose. Order Activity shall not alter, remove or conceal any copyright, trademark, trade name or other proprietary marking or notice that may appear in or on the Blackboard Course Materials and shall reproduce all such notices on any copies made by Order Activity. Unless otherwise expressly stated, the license granted hereunder applies to the latest Version of the applicable Blackboard Course Materials made generally available by Contractor as of the date on which delivery is made by Contractor and any subsequent Version of the licensed Blackboard Course Materials that Contractor may, in its discretion, make generally available during the term of the Ordering Activity. However, nothing herein shall be deemed to grant to Order Activity a license to any Version of the Blackboard Course Materials made generally available prior to the Ordering Activity Effective Date or after termination of this Ordering Activity. Further, nothing in this Ordering Activity shall be construed to grant to Order Activity or any other party any license with respect to any Contractor products or services (including without limitation Contractor's software products and services), except as expressly stated herein. Contractor and its licensors shall be deemed to own and hold all right, title and interest in and to the Blackboard Course Materials, and Order Activity acknowledges that it neither owns nor acquires any additional rights in and to the Blackboard Course Materials not expressly granted by this Ordering Activity and the Federal Supply Schedule, and Order Activity further acknowledges that Contractor hereby reserves and retains all rights not expressly granted in this Ordering Activity or the Federal Supply Schedule, including, without limitation, the right to use the Blackboard Course Materials for any purpose in Contractor's sole discretion.

3. *License to create Derivative Works*

For Blackboard Materials License Purchases

Subject to the terms and conditions and payment by Order Activity of the applicable license fees for the Blackboard Materials, Contractor grants to Order Activity a perpetual, non-exclusive, non-transferable, limited, Version-specific, internal use license to create, develop, copy and use Derivative Works (shall mean a work based upon one or more preexisting works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgement, condensation, or any other form in which the preexisting work may be recast, transformed, or adapted. A work consisting of editorial revisions, annotations, elaborations, or other modifications which, as a whole, represent an original work of authorship, is a “derivative work”). The term Derivative Works shall not include and Contractor shall not obtain any rights with respect to any Confidential Information of the Order Activity or any Order Activity-developed content or other Order Activity materials that are used in

conjunction with the Blackboard Materials but that are not based upon or derived from the Blackboard Materials or any portion thereof) of the Blackboard Materials licensed hereunder solely for Order Activity's internal training purposes, subject to the use restrictions set forth above. Order Activity agrees that Contractor shall own all right, title and interest in and to any and all Derivative Works developed by Order Activity or Order Activity's employees, contractors, agents and other related parties ("Order Activity Derivative Works"). Order Activity agrees to, and does hereby, assign to Contractor all right, title and interest, including, without limitation, worldwide copyrights, patents and other intellectual property rights, in and to any and all Order Activity Derivative Works, and agrees to execute and deliver to Contractor all documentation reasonably requested by Contractor to reflect such assignment. Except for the license rights expressly set forth herein, Contractor does not hereby convey and Order Activity shall not obtain any right, title or interest in or to all or any part of the Blackboard Materials or the Derivative Works. Notwithstanding anything to the contrary contained herein, Contractor shall not obtain any rights with respect to any Confidential Information of the Order Activity or any Order Activity-developed content or other Order Activity materials that are used in conjunction with the Blackboard Materials but that are not based upon or derived from the Blackboard Materials or any portion thereof.

For Blackboard Course Materials Purchases

Subject to the terms and conditions of this Ordering Activity and the Federal Supply Schedule and payment by Order Activity of the applicable license fees for the Blackboard Course Materials, Contractor grants to Order Activity a non-exclusive, non-transferable, limited, internal use license to create, develop, copy and use Derivative Works ("means any materials and other works in any media now known or hereafter developed that are based upon or derived from the Blackboard Course Materials or any portion thereof, including, without limitation, revisions, modifications, translations, abridgments, condensations, expansions, enhancements and any other form in which the Blackboard Course Materials may be incorporated, recast, transformed or adapted and any other work that if prepared without authorization would constitute a copyright infringement or other infringement of proprietary or intellectual property rights in the Blackboard Course Materials; provided, however, that the term Derivative Works shall not include and Contractor shall not obtain any rights with respect to any Confidential Information of the Order Activity or any Order Activity-developed content or other Order Activity materials that are used in conjunction with the Blackboard Course Materials but that are not based upon or derived from the Blackboard Course Materials or any portion thereof") of the Blackboard Course Materials licensed hereunder solely for Order Activity's internal training purposes, subject to the use restrictions set forth above. Order Activity agrees that Contractor shall own all right, title and interest in and to any and all Derivative Works developed by Order Activity or Order Activity's employees, contractors, agents and other related parties ("Order Activity Derivative Works"). Order Activity agrees to, and does hereby, assign to Contractor all right, title and interest, including, without limitation, worldwide copyrights, patents and other intellectual property rights, in and to any and all Order Activity Derivative Works, and agrees to execute and deliver to Contractor all documentation reasonably requested by Contractor to reflect such assignment. Except for the license rights expressly set forth herein, Contractor does not hereby convey and Order Activity shall not obtain any right, title or interest in or to all or any part of the Contractor Course Materials or the Derivative Works. Notwithstanding anything to the contrary contained herein, Contractor shall not obtain any rights with respect to any Confidential Information ("means, for purposes of this Ordering Activity only, any trade secrets or confidential information disclosed to the receiving party by the disclosing party concerning the organization, business or finances of the disclosing party or of any third party which the disclosing party is under an obligation to keep confidential. Confidential Information shall not include any information that the receiving party can demonstrate was (i) publicly known at the time of disclosure to it, or becomes publicly known through no act of the receiving party, (ii) rightfully received from a third party without a duty of confidentiality, or (iii) developed by it on a completely independent basis") the Order Activity or any Order Activity-developed content or other Order Activity materials that are used in conjunction with the Blackboard Course Materials but that are not based upon or derived from the Blackboard Course Materials or any portion thereof.

6. *License to use Trademarks*

For Blackboard Materials License Purchases

During the term of this Ordering Activity, Contractor grants to Order Activity a license to use Contractor's trademarks and trade names only for the purpose of identifying Contractor's rights in and to the Blackboard Materials and the Order Activity Derivative Works. Order Activity agrees that it will reproduce Contractor's name, trademark, trade name and copyright notices on all copies of the Blackboard Materials and any Order Activity Derivative Works. Order Activity shall acquire no rights to Contractor's copyrights, trademarks or trade names by virtue of their use. Order Activity shall not use any trade name, trademark or other marks that are confusingly similar to those used by Contractor or use Contractor's trademarks or trade names in connection with any goods or services other than the Blackboard Materials and the Order Activity Derivative Works. Order Activity acknowledges that all copyrights, trademark, trade name, or any other proprietary mark applied to or used by Contractor in reference to the Blackboard Materials, the Order Activity Derivative Works or other Contractor products or services are the sole and exclusive property of Contractor, whether registered or not.

For Blackboard Course Materials Purchases

During the term of this Ordering Activity, Contractor grants to Order Activity a license to use Contractor's trademarks and trade names only for the purpose of identifying Contractor's rights in and to the Blackboard Course Materials and the Order Activity Derivative Works. Order Activity agrees that it will reproduce Contractor's name, trademark, trade name and copyright notices on all copies of the Blackboard Course Materials and any Order Activity Derivative Works. Order Activity shall acquire no rights to Contractor's copyrights, trademarks or trade names by virtue of their use. Order Activity shall not use any trade name, trademark or other marks that are confusingly similar to those used by Contractor or use Contractor's trademarks or trade names in connection with any goods or services other than the Blackboard Course Materials and the Order Activity Derivative Works. Order Activity acknowledges that all copyrights, trademark, trade name, or any other proprietary mark applied to or used by Contractor in reference to the Blackboard Course Materials, the Order Activity Derivative Works or other Contractor products or services are the sole and exclusive property of Contractor, whether registered or not.

5. **ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

6. **TIME OF DELIVERY**

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

7. **CANCELLATION AND RESCHEDULING**

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.

- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

8. FOLLOW-UP SUPPORT

The Contractor does not offer this option on a commercial basis and therefore cannot offer it in connection with this Contract.

9. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

10. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.** Unless otherwise stated in a Statement of Work, Professional Services shall be delivered on a time and material basis. Contractor will bill clients monthly for Professional Services, as delivered. Unless otherwise stated in the Ordering Activity, payment for performance of Professional Services is due when and as performance is rendered. Order Activity will promptly pay Contractor upon receipt of the applicable invoice. Invoices not paid within thirty (30) days of the date of issue will accrue interest at the rate of one and one-half percent (1.5%) per month (prorated for partial periods) or the maximum rate permitted by applicable law, if less. Order Activity will reimburse Contractor for all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts owed by Order Activity.

11. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
Not Applicable
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).

- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses, must be indicated below. Rates paid as a result of travel must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts.

Travel will be billed to the Ordering Activity in accordance with the Federal Travel Regulations or the Joint Travel Regulations in effect at the time the travel is taken.

Not Applicable

12. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

Not Applicable

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.
- d. The above procedures do not apply to Time and Material or labor hour orders.

**3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)
(G-FCI-920) (MAR 2003)**

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3). When ordering services over \$100,000, Department of Defense (DOD) ordering offices and non-DOD agencies placing orders on behalf of the DOD must follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 208.404-70 – Additional ordering procedures for services. When DFARS 208.404-70 is applicable and there is a conflict between the ordering procedures contained in this clause and the additional ordering procedures for services in DFARS 208.404-70, the DFARS procedures take precedence.

GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering activity using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

- (a) When ordering services, ordering activities shall—
 - (1) Prepare a Request (Request for Quote or other communication tool):
 - (i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

- (ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering activity makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.
- (iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.
- (iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors

Based upon an initial evaluation of catalogs and price lists, the ordering activity should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate) and transmit the request as follows:

NOTE: When buying IT professional services under SIN 132-51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINS as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

- (i) The request should be provided to at least three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold.
- (ii) For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the ordering activity's needs.
- (iii) In addition, the request shall be provided to any contractor who specifically requests a copy of the request for the proposed order.
- (iv) Ordering activities should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to

the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

- (3) Evaluate Responses and Select the Contractor to Receive the Order:
After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)
- (b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering activity the opportunity to secure volume discounts. When establishing BPAs, ordering activities shall—
 - (1) Inform contractors in the request (based on the ordering activity's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.
 - (i) SINGLE BPA: Generally, a single BPA should be established when the ordering activity can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)
 - (ii) MULTIPLE BPAs: When the ordering activity determines multiple BPAs are needed to meet its requirements, the ordering activity should determine which contractors can meet any technical qualifications before establishing the BPAs. When establishing the BPAs, the procedures in (a)(2) above must be followed. The procedures at (a)(2) do not apply to orders issued under multiple BPAs. Authorized users must transmit the request for quote for an order to all BPA holders and then place the order with the Schedule contractor that represents the best value.
 - (2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)
- (c) The ordering activity should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.
- (d) When the ordering activity's requirement involves both products as well as executive, administrative and/or professional, services, the ordering activity should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)
- (e) The ordering activity, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For ordering activity requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

4. ORDER

- a. Ordering activities may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

5. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

9. INDEPENDENT CONTRACTOR

All IT services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

- a. Definitions.
 - “Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.
 - “Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants

and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

- b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), Alternate I (APR 1984) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), Alternate II (DEC 2002) applies to labor-hour orders placed under this contract.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT SERVICES AND PRICING

Please refer to the labor category descriptions and pricing incorporated into this GSA Pricelist.

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

(Name of Company) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact

James Watt

Manager, Government Solutions

Phone – 800.424.9299

Fax – 202.463.4863

Email – jwatt@Blackboard.com

**THE FOLLOWING IS A SUGGESTED
BLANKET PURCHASE AGREEMENT (BPA) FORMAT**

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE**

(Insert Order Activity Name)

In the spirit of the Federal Acquisition Streamlining Act (Ordering Activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity

Date

Contractor

Date

**BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”**

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Order Activitys should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The Order Activity identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the Order Activitys needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the Order Activity’s requirement.
- Order Activitys make a best value selection.

Blackboard Commerce Suite™
LABOR DESCRIPTIONS

JOB TITLE: CONSULTANT - PRINCIPAL

Minimum/General Experience:

Five (5) years of management and /or client relations experience in a systems integration or related technology field. Requires high-level understanding of the Blackboard Commerce platform, including hardware, software, platform configurations and advanced understanding of computer languages.

Functional Responsibility:

Oversees work performed by project managers, technical consultants and developers. Guides clients through complex business and technical decisions to facilitate the Blackboard implementation and integration process as laid out in the Proposal for Professional Services. Advises on best practices and coordinates project requirements, budget and schedules.

Minimum Education:

Bachelor Degree in technology, engineering or business related field, or the educational equivalent of 4 years relevant experience.

JOB TITLE: SENIOR CONSULTANT – PROJECT MANAGER

Minimum/General Experience:

Three (3) years of project management, preferably in a technology field. Requires high-level understanding of the Blackboard Commerce platform, including hardware, software and platform configurations and basic understanding of computer languages. Strong project planning and communication skills required.

Functional Responsibility:

Guides clients through business and technical decisions to facilitate the Blackboard implementation process as laid out in the Proposal for Professional Services. Develops complex project plans and communicates progress to clients and internal management. Advises on best practices and coordinates project requirements, and schedules. Excellent client facing skills and communication skills required.

Minimum Education:

Bachelor Degree, or the educational equivalent of 4 years relevant experience.

JOB TITLE: CONSULTANT – PROJECT MANAGER

Minimum/General Experience:

One (1) years of management and /or client relations experience, preferably in a technology field. Requires high-level understanding of the Blackboard Commerce platform, including hardware, software and platform configurations and basic understanding of computer languages. Solid project planning and communication skills required.

Functional Responsibility:

Guides clients through business and technical decisions to facilitate the Blackboard integration process as laid out in the Proposal for Professional Services. Advises on best practices and coordinates project requirements, and schedules. Strong client facing and communication skills required.

Minimum Education:

Bachelor Degree, or the educational equivalent of 4 years relevant experience.

JOB TITLE: CONSULTANT – TRAINING

Minimum/General Experience:

Experience in training program development and delivery, preferably in a technology field or higher education. Requires exposure to the Blackboard Commerce platform, including hardware, software and platform configurations. Excellent presentation and communication skills required, along with strong organizational skills.

Functional Responsibility:

Works to develop training curriculum and documentation. Delivers training in a professional manner to clients at their location or in regional training centers.

Minimum Education:

Bachelor Degree in education, technology or business related field. or the educational equivalent of 4 years relevant experience.

JOB TITLE: CONSULTANT – TECHNICAL

Minimum/General Experience:

Two (2) years of experience in installation/configuration of hardware and electronic communications applications (Networking, IP, Dial-up). Additional experience in electrical wiring and electronics required as it relates to the Blackboard Commerce product offering.

Functional Responsibility:

Supports technical implementation of hardware solutions related to Blackboard Commerce products. Manages installation and coordinates activities with clients including training. Works with the Project Manager and other consultants as necessary.

Minimum Education:

Associate Degree in technical field, or the educational equivalent of 2 years relevant experience.

JOB TITLE: CONSULTANT – DEVELOPER

Minimum/General Experience:

Two (2) years of experience in programming languages, software development, database management, and/or client relations. Requires detailed understanding of the Blackboard platform and Commerce extensions, proficiency in Java and a functional understanding of Perl scripting.

Functional Responsibility:

Works with clients to integrate existing database systems and security authentication schemas with the Blackboard product. Customizes the functionality of Blackboard and associated applications. Modifies the user interface to meet business requirements. Works with the Project Manager and other consultants as necessary.

Minimum Education:

Bachelor Degree in technology or related field, or the educational equivalent of 4 years relevant experience.

JOB TITLE: ASSOCIATE CONSULTANT – DEVELOPER

Minimum/General Experience:

Experience in programming languages, software development, software support, database management, and/or client relations. Requires familiarity with the Blackboard platform and Commerce extensions, a functional understanding of Java and/or Perl scripting.

Functional Responsibility:

Supports integration of database systems and security authentication schemas with the Blackboard product. Configures the functionality of Blackboard and associated applications. Works with the Project Manager and other consultants as necessary.

Minimum Education:

Bachelor of Science or the educational equivalent of 4 years relevant experience.

BLACKBOARD ACADEMIC SUITE™

LABOR DESCRIPTIONS

BUSINESS INTEGRATION

For the Business Integration classification, general experience and functional responsibility represent the minimum qualifications for each category. In regards to Business Integration general experience, an Advanced Degree equals up to two years of experience.

I. SENIOR DIRECTOR

General Experience. Business Integration Senior Director has at least 12 years of experience in information systems implementation, change management efforts or business process redesign.

Functional Responsibility. Business Integration Senior Directors apply their broad management skills and specialized functional and technical expertise to lead complex, large projects in delivering client solutions or to manage the operations of multiple projects. Business Integration Senior Directors provide subject matter expertise in industry, process or technology areas. They substantially contribute to Blackboard's intellectual capital and act as a thought leader in their area of subject matter expertise. The Business Integration Senior Directors have significant impact on the department and the overall business and may have budget responsibility. A Business Integration Senior Director (1) is qualified to perform such tasks as:

- Plan and manage the work of information systems project teams including define and allocate resources, manage complex issues, resolve problems and provide high level direction to ensure quality delivery to clients
- Design and implement new organization structures
- Conceptual design and development of training curricula
- Work with client executives to facilitate organizational change programs and realize business goals
- Lead clients through streamlining, reengineering and transforming business processes
- Ensure consistency of quality across multiple projects
- Develop and implement project success targets, quality standards, metrics, processes and procedures to ensure success
- Manage client contracts
- Mentor and develop more junior staff

Minimum Education: Bachelor's Degree or 3 years related experience.

II. DIRECTOR

General Experience. Business Integration Director has at least 10 years of experience in information systems implementation, change management efforts or business process redesign.

Functional Responsibility. Business Integration Directors apply their broad management skills and specialized functional and technical expertise to lead complex, large projects in delivering client solutions or to manage the operations of multiple projects. Business Integration Directors provide subject matter expertise in industry, process or technology areas. They substantially contribute to Blackboard's intellectual capital and act as a key resource in their area of subject matter expertise. The Business Integration Directors have significant impact on the department and the overall business. A Business Integration Director (1) is qualified to perform such tasks as:

- Plan and manage the work of information systems project teams
- Design and implement new organization structures
- Conceptual design and development of training curricula
- Work with client executives to facilitate organizational change programs and realize business goals
- Lead clients through streamlining, reengineering and transforming business processes
- Ensure consistency of quality across multiple projects
- Develop and implement project success targets, quality standards, metrics, processes and procedures to ensure success
- Manage client contracts

Minimum Education: Bachelor's Degree or 3 years related experience.

III. SENIOR MANAGER 2

General Experience. Business Integration Senior Manager (2)s have at least 9 years of experience in information systems implementation, change management efforts or business process redesign.

Functional Responsibility. Business Integration Senior Manager (2)s apply their broad management skills and specialized functional and technical expertise to lead complex, large projects in delivering client solutions or to manage the operations of multiple projects. Business Integration Senior Managers provide subject matter expertise in industry, process or technology areas. A Business Integration Senior Manager (2) is qualified to perform such tasks as:

- Plan and manage the work of information systems project teams
- Design and implement new organization structures
- Conceptual design and development of training curricula
- Work with client executives to facilitate organizational change programs and realize business goals
- Lead clients through streamlining, reengineering and transforming business processes

- Ensure consistency of quality across multiple projects
- Manage client contracts

Minimum Education: Bachelor's Degree or 3 years related experience.

IV. SENIOR MANAGER 1

General Experience. Business Integration Senior Manager (1)s have at least 8 years of experience in information systems implementation, change management efforts or business process redesign.

Functional Responsibility. Business Integration Senior Manager (1)s apply their broad management skills and specialized functional and technical expertise to lead complex, large projects in delivering client solutions or to manage the operations of multiple projects. Business Integration Senior Managers provide subject matter expertise in industry, process or technology areas. A Business Integration Senior Manager (1) is qualified to perform such tasks as:

- Plan and manage the work of information systems project teams
- Design and implement new organization structures
- Conceptual design and development of training curricula
- Work with client executives to facilitate organizational change programs and realize business goals
- Lead clients through streamlining, reengineering and transforming business processes
- Ensure consistency of quality across multiple projects
- Manage client contracts

Minimum Education: Bachelor's Degree or 3 years related experience.

V. MANAGER 4

General Experience. Business Integration Manager (4)s possess at least 8 years of experience in information systems implementation, change management efforts or business process redesign.

Functional Responsibility. Business Integration Manager (4)s apply their broad management skills and specialized functional and technical expertise to guide project teams in delivering client solutions or to manage the day-to-day operations of projects. Business Integration Managers provide subject matter expertise in industry, process or technology areas. A Business Integration Manager (4) is qualified to perform such tasks as:

- Plan and manage the work of information systems project teams
- Design and implement new organization structures
- Conceptual design and development of training curricula
- Assist an organization translate its vision and strategy into core human resource and business processes
- Lead clients through streamlining, reengineering and transforming business processes
- Develop and execute project budgets

Minimum Education: Bachelor's Degree or 3 years related experience.

VI. MANAGER 3

General Experience. Business Integration Manager (3)s possess at least 7 years of experience in information systems implementation, change management efforts or business process redesign.

Functional Responsibility. Business Integration Manager (3)s apply their broad management skills and specialized functional and technical expertise to guide project teams in delivering client solutions or to manage the day-to-day operations of projects. Business Integration Managers provide subject matter expertise in industry, process or technology areas. A Business Integration Manager (3) is qualified to perform such tasks as:

- Plan and manage the work of information systems project teams
- Design and implement new organization structures
- Conceptual design and development of training curricula
- Assist an organization translate its vision and strategy into core human resource and business processes
- Lead clients through streamlining, reengineering and transforming business processes
- Develop and execute project budgets

Minimum Education: Bachelor's Degree or 3 years related experience.

VII. MANAGER 2

General Experience. Business Integration Manager (2)s possess at least 6 years of experience in information systems implementation, change management efforts or business process redesign.

Functional Responsibility. Business Integration Manager (2)s apply their broad management skills and specialized functional and technical expertise to guide project teams in delivering client solutions or to manage the day-to-day operations of projects. Business Integration Managers provide subject matter expertise in industry, process or technology areas. A Business Integration Manager (2) is qualified to perform such tasks as:

- Plan and manage the work of information systems project teams
- Design and implement new organization structures
- Conceptual design and development of training curricula
- Assist an organization translate its vision and strategy into core human resource and business processes
- Lead clients through streamlining, reengineering and transforming business processes
- Develop and execute project budgets

Minimum Education: Bachelor's Degree or 3 years related experience.

VIII. MANAGER 1

General Experience. Business Integration Manager (1)s possess at least 5 years of experience in information systems implementation, change management efforts or business process redesign.

Functional Responsibility. Business Integration Manager (1)s apply their broad management skills and specialized functional and technical expertise to guide project teams in delivering client solutions or to manage the day-to-day operations of projects. Business

Integration Managers provide subject matter expertise in industry, process or technology areas. A Business Integration Manager (1) is qualified to perform such tasks as:

- Plan and manage the work of information systems project teams
- Design and implement new organization structures
- Conceptual design and development of training curricula
- Assist an organization translate its vision and strategy into core human resource and business processes
- Lead clients through streamlining, reengineering and transforming business processes
- Develop and execute project budgets

Minimum Education: Bachelor's Degree or 3 years related experience.

IX. SR. CONSULTANT 2

General Experience. Business Integration Consultant (4)s possess at least 5 years of experience in information systems implementation, change management efforts or business process redesign.

Functional Responsibility. Business Integration Consultant (4)s apply their advanced skills and experience in systems development, detailed knowledge of business processes, technical background and supervisory skills to implement business solutions. On projects, Business Integration Consultants provide direction to project teams and interact with clients at the supervisory level. A Business Integration Consultant (4) is qualified to perform tasks such as:

- Develop functional and technical information system designs
- Supervise business integration analysts in the development of software designs, computer programming, system testing or training curricula
- Lead business process redesign teams in the development of new business process architectures
- Design training programs for information systems users
- Participate in quality reviews to ensure work complies with specified standards
- Develop team workplans
- Perform workflow analysis
- Design and manage databases
- Define information systems requirements
- Assist in project budget preparation

Minimum Education: Bachelor's Degree or 3 years related experience.

X. SR. CONSULTANT 1

General Experience. Business Integration Consultant (3)s possess at least 4 years of experience in information systems implementation, change management efforts or business process redesign.

Functional Responsibility. Business Integration Consultant (3)s apply their advanced skills and experience in systems development, detailed knowledge of business processes, technical background and supervisory skills to implement business solutions. On projects, Business Integration Consultants provide direction to project teams and interact with clients at the supervisory level. A Business Integration Consultant (3) is qualified to perform tasks such as:

- Develop functional and technical information system designs
- Supervise business integration analysts in the development of software designs, computer programming, system testing or training curricula
- Lead business process redesign teams in the development of new business process architectures
- Design training programs for information systems users
- Participate in quality reviews to ensure work complies with specified standards
- Develop team workplans
- Perform workflow analysis
- Design and manage databases
- Define information systems requirements
- Assist in project budget preparation

Minimum Education: Bachelor's Degree or 3 years related experience.

XI. CONSULTANT 2

General Experience. Business Integration Consultant (2)s possess at least 3 years of experience in information systems implementation, change management efforts or business process redesign.

Functional Responsibility. Business Integration Consultant (2)s apply their advanced skills and experience in systems development, detailed knowledge of business processes, technical background and supervisory skills to implement business solutions. On projects, Business Integration Consultants provide direction to project teams and interact with clients at the supervisory level. A Business Integration Consultant (2) is qualified to perform tasks such as:

- Develop functional and technical information system designs
- Supervise business integration analysts in the development of software designs, computer programming, system testing or training curricula
- Lead business process redesign teams in the development of new business process architectures
- Design training programs for information systems users
- Participate in quality reviews to ensure work complies with specified standards
- Develop team workplans
- Perform workflow analysis
- Design and manage databases
- Define information systems requirements
- Assist in project budget preparation

Minimum Education: Bachelor's Degree or 3 years related experience.

XII. CONSULTANT 1

General Experience. Business Integration Consultant (1)s possess at least 2 years of experience in information systems implementation, change management efforts or business process redesign.

Functional Responsibility. Business Integration Consultant (1)s apply their advanced skills and experience in systems development, detailed knowledge of business processes, technical background and supervisory skills to implement business solutions. On projects, Business Integration Consultants provide direction to project teams and interact with clients at the supervisory level. A Business Integration Consultant (1) is qualified to perform tasks such as:

- Develop functional and technical information system designs
- Supervise business integration analysts in the development of software designs, computer programming, system testing or training curricula
- Lead business process redesign teams in the development of new business process architectures
- Design training programs for information systems users
- Participate in quality reviews to ensure work complies with specified standards
- Develop team workplans
- Perform workflow analysis
- Design and manage databases
- Define information systems requirements
- Assist in project budget preparation

Minimum Education: Bachelor's Degree or 3 years related experience.

XIII. SR. ANALYST 2

General Experience. Business Integration Analysts (4)s possess at least 2 years of experience in information systems implementation, change management efforts or business process redesign.

Functional Responsibility. Business Integration Analyst (4)s apply their strong analytical and technical skills to assist in implementing business solutions. Business Integration Analysts are directed to exercise core skills on projects, or they may direct small teams. A Business Integration Analyst (4) is qualified to perform tasks such as:

- Document an organization's current business process flows
- Design, code and test functional components of information systems according to project specifications
- Identify and document functional requirements for information systems
- Develop project documentation and user training materials according to program specifications
- Conduct user training sessions
- Prepare communications plans
- Produce database extracts
- Provide technical support to software development teams
- Perform program management support tasks, such as status reporting and workplan maintenance

Minimum Education: Bachelor's Degree or 3 years related experience.

XIV. SR. ANALYST 1

General Experience. Business Integration Analysts (3)s possess 1 to 2 years of experience in information systems implementation, change management efforts or business process redesign.

Functional Responsibility. Business Integration Analyst (3)s apply their strong analytical and technical skills to assist in implementing business solutions. Business Integration Analysts are directed to exercise core skills on projects, or they may direct small teams. A Business Integration Analyst (3) is qualified to perform tasks such as:

- Document an organization's current business process flows
- Design, code and test functional components of information systems according to project specifications
- Identify and document functional requirements for information systems
- Develop project documentation and user training materials according to program specifications
- Conduct user training sessions
- Prepare communications plans
- Produce database extracts
- Provide technical support to software development teams
- Perform program management support tasks, such as status reporting and workplan maintenance

Minimum Education: Bachelor's Degree or 3 years related experience.

XV. ANALYST 2

General Experience. Business Integration Analysts (2)s possess at least 1 year of experience in information systems implementation, change management efforts or business process redesign.

Functional Responsibility. Business Integration Analyst (2)s apply their strong analytical and technical skills to assist in implementing business solutions. Business Integration Analysts are directed to exercise core skills on projects, or they may direct small teams. A Business Integration Analyst (2) is qualified to perform tasks such as:

- Document an organization's current business process flows
- Design, code and test functional components of information systems according to project specifications
- Identify and document functional requirements for information systems
- Develop project documentation and user training materials according to program specifications
- Conduct user training sessions
- Prepare communications plans
- Produce database extracts

- Provide technical support to software development teams
- Perform program management support tasks, such as status reporting and workplan maintenance

Minimum Education: Bachelor's Degree or 3 years related experience.

XVI. ANALYST 1

General Experience. Business Integration Analysts (1)s have been trained in systems development and/or training methodologies.

Functional Responsibility. Business Integration Analyst (1)s apply their strong analytical and technical skills to assist in implementing business solutions. Business Integration Analysts are directed to exercise core skills on projects, or they may direct small teams. A

Business Integration Analyst (1) is qualified to perform tasks such as:

- Document an organization's current business process flows
- Design, code and test functional components of information systems according to project specifications
- Identify and document functional requirements for information systems
- Develop project documentation and user training materials according to program specifications
- Conduct user training sessions
- Prepare communications plans
- Produce database extracts
- Provide technical support to software development teams
- Perform program management support tasks, such as status reporting and workplan maintenance

Minimum Education: Bachelor's Degree or 3 years related experience.

Premium Technology

For the Business Premium Technology classification, general experience and functional responsibility represent the minimum qualifications for each category. In regards to Premium Technology general experience, an Advanced Degree equals up to two years of experience.

I. SENIOR DIRECTOR

General Experience. A Senior Director has at least 12 years of experience in information systems implementation, change management efforts or business process redesign, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. Senior Directors possess special skills in Blackboard technologies, such as the Blackboard Academic Suite, Java architecture, performance engineering, high availability environments, Oracle, and other market-driven technologies. Senior Directors apply their broad management skills and specialized functional and technical expertise to lead complex, large projects in delivering client solutions and to manage the work of multiple Blackboard technical consulting projects. Premium Technology Senior Directors provide subject matter expertise in industry, process or technology areas. They substantially contribute to Blackboard's intellectual capital and act as a thought leader in their area of subject matter expertise. The Senior Director (1)s have significant impact on the department and the overall business and may have budget responsibility. A Senior Director (1) is qualified to perform such tasks as:

- Plan, manage and guide the work of technical information systems project teams through defining and allocating resources, managing complex issues, resolving problems and providing high level direction to ensure quality delivery to clients
- Conceptual design and development of technical training curricula
- Lead clients through streamlining, reengineering and transforming technical processes
- Ensure consistency of quality across multiple projects through the development of project success targets, quality standards, and processes and procedures to ensure success
- Ensure adherence to all documented delivery processes
- Provide appropriately skilled staff members to fulfill client engagements
- Provide expert and targeted technical advice throughout the lifecycle of the project.
- Manage the technical components of client contracts
- Apply organizational best practices, operational efficiencies, and industry advances to improve the overall effectiveness of the organization.
- Analyze and continuously improve programs to ensure that the strategic needs of Blackboard are met and programs are perceived as valuable by the market.
- Develop new service offerings to anticipate services trends and meet the changing needs of the clients
- Develop and maintain a high-quality team of professionals to grow and deliver revenue-generating services including effective management of employees, contractors and partners.
- Mentor and develop more junior staff

Minimum Education: Bachelor's Degree or 3 years related experience.

II. DIRECTOR 1

General Experience. A Director has at least 10 years of experience in information systems implementation, change management efforts or business process redesign, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. Directors possess special skills in Blackboard technologies, such as the Blackboard Academic Suite, Java architecture, performance engineering, high availability environments, Oracle, and other market-driven technologies. Directors apply their broad management skills and specialized functional and technical expertise to lead complex, large projects in delivering client solutions and to manage the work of multiple Blackboard technical consulting projects. Premium Technology Directors provide subject matter expertise in industry, process or technology areas. They substantially contribute to Blackboard's intellectual capital and act as a key resource in their area of subject matter expertise. The Director (1)s have significant impact on the department and the overall business. A Director (1) is qualified to perform such tasks as:

- Plan, manage and guide the work of technical information systems project teams
- Conceptual design and development of technical training curricula
- Lead clients through streamlining, reengineering and transforming technical processes

- Ensure consistency of quality across multiple projects through the development of project success targets, quality standards, and processes and procedures to ensure success
- Ensure adherence to all documented delivery processes
- Provide appropriately skilled staff members to fulfill client engagements
- Provide expert and targeted technical advice throughout the lifecycle of the project.
- Manage the technical components of client contracts
- Apply organizational best practices, operational efficiencies, and industry advances to improve the overall effectiveness of the organization.
- Analyze and continuously improve programs to ensure that the strategic needs of Blackboard are met and programs are perceived as valuable by the market.
- Develop new service offerings to anticipate services trends and meet the changing needs of the clients
- Develop and maintain a high-quality team of professionals to grow and deliver revenue-generating services including effective management of employees, contractors and partners.

Minimum Education: Bachelor's Degree or 3 years related experience.

III. SENIOR MANAGER 2

General Experience. A Senior Manager (2) has at least 9 years of experience in information systems implementation, change management efforts or business process redesign, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. Senior Manager (2)s possess special skills in Blackboard technologies, such as the Blackboard Academic Suite, Java architecture, performance engineering, high availability environments, Oracle, and other market-driven technologies. Senior Managers apply their broad management skills and specialized functional and technical expertise to lead complex, large projects in delivering client solutions and to manage the work of multiple Blackboard technical consulting projects. Senior Managers provide subject matter expertise in industry, process or technology areas. A Senior Manager (2) is qualified to perform such tasks as:

- Plan , manage and guide the work of technical information systems project teams
- Conceptual design and development of technical training curricula
- Lead clients through streamlining, reengineering and transforming technical processes
- Ensure consistency of quality across multiple projects
- Ensure adherence to all documented delivery processes
- Provide appropriately skilled staff members to fulfill client engagements
- Provide expert and targeted technical advice throughout the lifecycle of the project
- Manage the technical components of client contracts
- Apply organizational best practices, operational efficiencies, and industry advances to improve the overall effectiveness of the organization.
- Analyze and continuously improve programs to ensure that the strategic needs of Blackboard are met and programs are perceived as valuable by the market.
- Develop new service offerings to anticipate services trends and meet the changing needs of the clients
- Develop and maintain a high-quality team of professionals to grow and deliver revenue-generating services including effective management of employees, contractors and partners.

Minimum Education: Bachelor's Degree or 3 years related experience.

IV. SENIOR MANAGER 1

General Experience. A Senior Manager (1) has at least 8 years of experience in information systems implementation, change management efforts or business process redesign, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. Senior Manager (1)s possess special skills in Blackboard technologies, such as the Blackboard Academic Suite, Java architecture, performance engineering, high availability environments, Oracle, and other market-driven technologies. Senior Managers apply their broad management skills and specialized functional and technical expertise to lead complex, large projects in delivering client solutions and to manage the work of multiple Blackboard technical consulting projects. Senior Managers provide subject matter expertise in industry, process or technology areas. A Senior Manager (1) is qualified to perform such tasks as:

- Plan, manage and guide the work of technical information systems project teams
- Conceptual design and development of technical training curricula
- Lead clients through streamlining, reengineering and transforming technical processes
- Ensure consistency of quality across multiple projects
- Ensure adherence to all documented delivery processes
- Provide appropriately skilled staff members to fulfill client engagements
- Provide expert and targeted technical advice throughout the lifecycle of the project
- Manage the technical components of client contracts
- Apply organizational best practices, operational efficiencies, and industry advances to improve the overall effectiveness of the organization.
- Analyze and continuously improve programs to ensure that the strategic needs of Blackboard are met and programs are perceived as valuable by the market.
- Develop new service offerings to anticipate services trends and meet the changing needs of the clients
- Develop and maintain a high-quality team of professionals to grow and deliver revenue-generating services including effective management of employees, contractors and partners.

Minimum Education: Bachelor's Degree or 3 years related experience.

V. MANAGER 4

General Experience. Manager (4)s possess at least 8 years of experience in information systems implementation, change management efforts or business process redesign, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. Manager (4)s possess special skills in Blackboard technologies, such as the Blackboard Academic Suite, Java architecture, performance engineering, high availability environments, Oracle, and other market-driven technologies. Managers apply their broad management skills and specialized functional and technical expertise to guide project teams in delivering client solutions or to manage the day-to-day operations of Blackboard technical consulting projects. Managers provide subject matter expertise in industry, process or technology areas. A Manager (4) is qualified to perform such tasks as:

- Plan and manage the work of technical information systems project team
- Conceptual design and development of technical training curricula
- Lead clients through streamlining, reengineering and transforming technical processes
- Develop highly complex BuildingBlocks and other advanced custom Blackboard solutions
- Systems architecture for the full client solution
- Plan and perform advanced system load testing
- Provide expert technical advice throughout the lifecycle of the project
- Develop and execute project technical budgets

Minimum Education: Bachelor's Degree or 3 years related experience.

VI. MANAGER 3

General Experience. Manager (3)s possess at least 7 years of experience in information systems implementation, change management efforts or business process redesign, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. Manager (3)s possess special skills in Blackboard technologies, such as the Blackboard Academic Suite, Java architecture, performance engineering, high availability environments, Oracle, and other market-driven technologies. Managers apply their broad management skills and specialized functional and technical expertise to guide project teams in delivering client solutions or to manage the day-to-day operations of Blackboard technical consulting projects. Managers provide subject matter expertise in industry, process or technology areas. A Manager (3) is qualified to perform such tasks as:

- Plan and manage the work of technical information systems project teams
- Conceptual design and development of technical training curricula
- Lead clients through streamlining, reengineering and transforming technical processes
- Develop highly complex Building Blocks and other advanced custom Blackboard solutions
- Systems architecture for the full client solution
- Plan and perform advanced system load testing
- Provide expert technical advice throughout the lifecycle of the project
- Develop and execute project technical budgets

Minimum Education: Bachelor's Degree or 3 years related experience.

VII. MANAGER 2

General Experience. Manager (2)s possess at least 6 years of experience in information systems implementation, change management efforts or business process redesign, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. Manager (2)s possess special skills in Blackboard technologies, such as the Blackboard Academic Suite, Java architecture, performance engineering, high availability environments, Oracle, and other market-driven technologies. Managers apply their broad management skills and specialized functional and technical expertise to guide project teams in delivering client solutions or to manage the day-to-day operations of Blackboard technical consulting projects. Managers provide subject matter expertise in industry, process or technology areas. A Manager (2) is qualified to perform such tasks as:

- Plan and manage the work of technical information systems project teams
- Conceptual design and development of technical training curricula
- Lead clients through streamlining, reengineering and transforming technical processes
- Develop highly complex Building Blocks and other advanced custom Blackboard solutions
- Systems architecture for the full client solution
- Plan and perform advanced system load testing
- Provide expert technical advice throughout the lifecycle of the project
- Develop and execute technical team workplans
- Perform workflow analysis

Minimum Education: Bachelor's Degree or 3 years related experience.

VIII. MANAGER 1

General Experience. Manager (1)s possess at least 5 years of experience in information systems implementation, change management efforts or business process redesign, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. Manager (1)s possess special skills in Blackboard technologies, such as the Blackboard Academic Suite, Java architecture, performance engineering, high availability environments, Oracle, and other market-driven technologies. Managers apply their broad management skills and specialized functional and technical expertise to guide project teams in delivering client solutions or to manage the day-to-day operations of Blackboard technical consulting projects. Managers provide subject matter expertise in industry, process or technology areas. A Manager (1) is qualified to perform such tasks as:

- Plan and manage the work of technical information systems project teams
- Conceptual design and development of technical training curricula
- Lead clients through streamlining, reengineering and transforming technical processes
- Develop highly complex Building Blocks and other advanced custom Blackboard solutions
- Systems architecture for the full client solution

- Plan and perform advanced system load testing
- Provide expert technical advice throughout the lifecycle of the project
- Develop and execute technical team workplans
- Perform workflow analysis

Minimum Education: Bachelor's Degree or 3 years related experience.

IX. SR. CONSULTANT 2

General Experience. Consultant (4)s possess at least 5 years of experience in information systems implementation, change management efforts or business process redesign, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. Consultant (4)s possess special skills in Blackboard technologies, such as the Blackboard Academic Suite, Java architecture, performance engineering, high availability environments, Oracle, and other market-driven technologies. On Blackboard Consulting projects, Consultants provide expert technical solutions and interact with clients' technical and system administrative staff. A Consultant (4) is qualified to perform tasks such as:

- Document an organization's current business process flows
- Develop functional and technical information system designs
- Develop software designs, computer programming, system testing or technical training curricula
- Identify and document functional requirements for information systems
- Design training programs for information systems users
- Participate in quality reviews to ensure work complies with specified standards
- Design and manage databases
- Define information systems requirements
- Provide technical implementation planning for overall client environment
- Evaluate the overall health of the Order Activity environment and provide recommendations for practice improvements
- Develop BuildingBlocks, custom authentication and other custom Blackboard solutions
- Systems architecture for the specific client solution
- Perform system load testing
- Provide targeted technical knowledge transfer to the client technical team
- Assist in project technical budget preparation

Minimum Education: Bachelor's Degree or 3 years related experience.

X. SR. CONSULTANT 1

General Experience. Consultant (3)s possess at least 4 years of experience in information systems implementation, change management efforts or business process redesign, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. Consultant (3)s possess special skills in Blackboard technologies, such as the Blackboard Academic Suite, Java architecture, performance engineering, high availability environments, Oracle, and other market-driven technologies. On Blackboard consulting projects, Consultants provide expert technical solutions and interact with clients' technical and system administrative staff. A Consultant (3) is qualified to perform tasks such as:

- Document an organization's current business process flows
- Develop functional and technical information system designs
- Develop software designs, computer programming, system testing or technical training curricula
- Identify and document functional requirements for information systems
- Design training programs for information systems users
- Participate in quality reviews to ensure work complies with specified standards
- Design and manage databases
- Define information systems requirements
- Provide technical implementation planning for overall client environment
- Evaluate the overall health of the Order Activity environment and provide recommendations for practice improvements
- Develop Building Blocks, custom authentication and other custom Blackboard solutions
- Systems architecture for the specific client solution
- Perform system load testing
- Provide targeted technical knowledge transfer to the client technical team
- Assist in project technical budget preparation

Minimum Education: Bachelor's Degree or 3 years related experience.

XI. CONSULTANT 2

General Experience. Consultant (2)s possess at least 3 years of experience in information systems implementation, change management efforts or business process redesign, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. Consultant (2)s possess special skills in Blackboard technologies, such as the Blackboard Academic Suite, Java architecture, performance engineering, high availability environments, Oracle, and other market-driven technologies. On Blackboard consulting projects, Consultants provide expert technical solutions and interact with clients' technical and system administrative staff. A Consultant (2) is qualified to perform tasks such as:

- Document an organization's current business process flows
- Develop functional and technical information system designs
- Develop software designs, computer programming, system testing or technical training curricula
- Identify and document functional requirements for information systems
- Design training programs for information systems users
- Participate in quality reviews to ensure work complies with specified standards
- Design and manage databases

- Define information systems requirements
- Provide technical implementation planning for overall client environment
- Evaluate the overall health of the Order Activity environment and provide recommendations for practice improvements
- Develop Building Blocks, custom authentication and other custom Blackboard solutions
- Systems architecture for the specific client solution
- Perform system load testing
- Provide targeted technical knowledge transfer to the client technical team
- Assist in project technical budget preparation

Minimum Education: Bachelor's Degree or 3 years related experience.

XII. CONSULTANT 1

General Experience. Consultant (1)s possess at least 2 years of experience in information systems implementation, change management efforts or business process redesign, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. Consultant (1)s possess special skills in Blackboard technologies, such as the Blackboard Academic Suite, Java architecture, performance engineering, high availability environments, Oracle, and other market-driven technologies. On Blackboard consulting projects, Consultants provide expert technical solutions and interact with clients' technical and system administrative staff. A Consultant (1) is qualified to perform tasks such as:

- Document an organization's current business process flows
- Develop functional and technical information system designs
- Develop software designs, computer programming, system testing or technical training curricula
- Identify and document functional requirements for information systems
- Participate in quality reviews to ensure work complies with specified standards
- Design and manage databases
- Define information systems requirements
- Provide technical implementation planning for overall client environment
- Evaluate the overall health of the Order Activity environment and provide recommendations for practice improvements
- Develop Building Blocks, custom authentication and other custom Blackboard solutions
- Systems architecture for the specific client solution
- Perform system load testing
- Provide targeted technical knowledge transfer to the client technical team
- Assist in project technical budget preparation

Minimum Education: Bachelor's Degree or 3 years related experience.

XIII. SR. ANALYST 2

General Experience. Analysts (4)s possess at least 2 years of experience in information systems implementation, change management efforts or business process redesign, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. Analyst (4)s possess special skills in Blackboard technologies, such as the Blackboard Academic Suite, Java architecture, performance engineering, high availability environments, Oracle, and other market-driven technologies. Analysts are directed to exercise core skills on projects. An Analyst (4) is qualified to perform tasks such as:

- Design, code and test functional components of information systems according to project specifications
- Develop project documentation and technical user training materials according to program specifications
- Conduct user technical training sessions
- Prepare communications plans
- Produce database extracts
- Provide technical support to software development teams
- Provide technical mentoring to clients
- Design, implement and test system integration solutions
- Install and configure software within the project scope
- Set up and configure authentication solutions
- Perform program management support tasks, such as status reporting and workplan maintenance

Minimum Education: Bachelor's Degree or 3 years related experience.

XIV. SR. ANALYST 1

General Experience. Analysts (3)s possess 1 to 2 years of experience in information systems implementation, change management efforts or business process redesign, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. Analyst (3)s possess special skills in Blackboard technologies, such as the Blackboard Academic Suite, Java architecture, performance engineering, high availability environments, Oracle, and other market-driven technologies. Analysts are directed to exercise core skills on projects. An Analyst (3) is qualified to perform tasks such as:

- Design, code and test functional components of information systems according to project specifications
- Develop project documentation and technical user training materials according to program specifications
- Conduct user technical training sessions
- Prepare communications plans
- Produce database extracts
- Provide technical support to software development teams
- Provide technical mentoring to clients
- Design, implement and test system integration solutions
- Install and configure software within the project scope
- Set up and configure authentication solutions

- Perform program management support tasks, such as status reporting and workplan maintenance

Minimum Education: Bachelor's Degree or 3 years related experience.

XV. ANALYST 2

General Experience. Analysts (2)s possess at least 1 year of experience in information systems implementation, change management efforts or business process redesign.

Functional Responsibility. Analyst (2)s possess special skills in Blackboard technologies, such as the Blackboard Academic Suite, Java architecture, performance engineering, high availability environments, Oracle, and other market-driven technologies. Analysts are directed to exercise core skills on projects. An Analyst (2) is qualified to perform tasks such as:

- Design, code and test functional components of information systems according to project specifications
- Develop project documentation and technical user training materials according to program specifications
- Conduct user technical training sessions
- Prepare communications plans
- Produce database extracts
- Provide technical support to software development teams
- Provide technical mentoring to clients
- Design, implement and test system integration solutions
- Install and configure software within the project scope
- Set up and configure authentication solutions
- Perform program management support tasks, such as status reporting and workplan maintenance

Minimum Education: Bachelor's Degree or 3 years related experience.

XVI. ANALYST 1

General Experience. Analysts (1)s have been trained in systems development and/or training methodologies.

Functional Responsibility. Analyst (1)s possess special skills in Blackboard technologies, such as the Blackboard Academic Suite, Java architecture, performance engineering, high availability environments, Oracle, and other market-driven technologies. Analysts are directed to exercise core skills on projects. An Analyst (1) is qualified to perform tasks such as:

- Design, code and test functional components of information systems according to project specifications
- Develop project documentation and technical user training materials according to program specifications
- Conduct user technical training sessions
- Prepare communications plans
- Produce database extracts
- Provide technical support to software development teams
- Provide technical mentoring to clients
- Design, implement and test system integration solutions
- Install and configure software within the project scope
- Set up and configure authentication solutions
- Perform program management support tasks, such as status reporting and workplan maintenance

Minimum Education: Bachelor's Degree or 3 years related experience.

ICM Program

For the Integration, Customization and Maintenance (ICM) Program classification, general experience and functional responsibility represent the minimum qualifications for each category. In regards to ICM Program general experience, an Advanced Degree equals up to two years of experience.

XVII. DIRECTOR 1

General Experience. An ICM Director has at least 10 years of experience in client support or equivalent consulting experience, department P/L management, and new product development, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. ICM Directors must be leaders who possess a proven track record of managing within a professional services department and/or organization, as well as having strong and proven business acumen for bringing new services to market. The ICM Director is responsible for the success of the team across all markets. It is their responsibility to ensure that the strategy put forth by the Vice President of Strategic Planning and Global Operations is executed. ICM Directors also provide subject matter expertise in industry, process or technology areas. They substantially contribute to Blackboard's intellectual capital and act as a key resource in their area of subject matter expertise. The ICM Director (1)s have significant impact on the department and the overall business. An ICM Director (1) is qualified to perform such tasks as:

- Program P/L statements including credits and invoices
- Implement strategies to increase program profitability and revenue
- Build ICM team to handle sustainable growth year after year
- Develop and implement strategies to benefit department and company
- Create measurable goals for program
- Create internal and external communication channels to update clients and company of program development
- Approval of cost/revenue forecast, P/L statements, credits and invoices
- Apply organizational best practices, operational efficiencies, and industry advances to improve the overall effectiveness of the organization.
- Analyze and continuously improve programs to ensure that the strategic needs of Blackboard are met and programs are perceived as valuable by the market.
- Develop new service offerings to anticipate services trends and meet the changing needs of the clients
- Develop and maintain a high-quality team of professionals to grow and deliver revenue-generating services including effective management of employees, contractors and partners.

Minimum Education: Bachelor's Degree or 3 years related experience.

XVIII. SENIOR MANAGER 2

General Experience. A Senior Manager (2) has at least 9 years of experience in client support or equivalent consulting experience, department P/L management, and new product development, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. ICM Senior Manager (2)s must be leaders who possess a proven track record of managing within a professional services department and/or organization, as well as having strong and proven business acumen for bringing new services to market. The ICM Senior Manager (2) is responsible for the success of the team across all markets. It is their responsibility to ensure that the strategy put forth by the Vice President of Strategic Planning and Global Operations is executed. ICM Senior Manager (2)s also provide subject matter expertise in industry, process or technology areas. They substantially contribute to Blackboard's intellectual capital and act as a key resource in their area of subject matter expertise. The ICM Senior Manager (2)s have significant impact on the department and the overall business. A Senior Manager (2) is qualified to perform such tasks as:

- Escalation point for all ICM client and business issues
- Works with other departments to remove obstacles and ensure that tickets are appropriately addressed from receipt to full closure
- Work with Finance to create cost/revenue forecast, P/L statements, credits and invoices
- Implement strategies to increase program profitability and revenue
- Program P/L statements including credits and invoices
- Implement strategies to increase program profitability and revenue
- Build ICM team to handle sustainable growth year after year
- Develop and implement strategies to benefit department and company
- Create measurable goals for program
- Create internal and external communication channels to update clients and company of program development
- Approval of cost/revenue forecast, P/L statements, credits and invoices
- Apply organizational best practices, operational efficiencies, and industry advances to improve the overall effectiveness of the organization.
- Analyze and continuously improve programs to ensure that the strategic needs of Blackboard are met and programs are perceived as valuable by the market.
- Develop new service offerings to anticipate services trends and meet the changing needs of the clients
- Develop and maintain a high-quality team of professionals to grow and deliver revenue-generating services including effective management of employees, contractors and partners.

Minimum Education: Bachelor's Degree or 3 years related experience.

XIX. SENIOR MANAGER 1

General Experience. A Senior Manager (1) has at least 8 years of experience in client support or equivalent consulting experience, department P/L management, and new product development, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. ICM Senior Manager (1)s must be leaders who possess a proven track record of managing within a professional services department and/or organization, as well as having strong and proven business acumen for bringing new services to market. The ICM Senior Manager (1) is responsible for the success of the team across all markets. It is their responsibility to ensure that the strategy put forth by the Vice President of Strategic Planning and Global Operations is executed. ICM Senior Manager (1)s also provide subject matter expertise in industry, process or technology areas. They substantially contribute to Blackboard's intellectual capital and act as a key resource in their area of subject matter expertise. The ICM Senior Manager (1)s have significant impact on the department and the overall business. A Senior Manager (1) is qualified to perform such tasks as:

- Escalation point for all ICM client and business issues
- Works with other departments to remove obstacles and ensure that tickets are appropriately addressed from receipt to full closure
- Work with Finance to create cost/revenue forecast, P/L statements, credits and invoices
- Implement strategies to increase program profitability and revenue
- Program P/L statements including credits and invoices
- Implement strategies to increase program profitability and revenue
- Build ICM team to handle sustainable growth year after year
- Develop and implement strategies to benefit department and company
- Create measurable goals for program
- Create internal and external communication channels to update clients and company of program development
- Approval of cost/revenue forecast, P/L statements, credits and invoices
- Apply organizational best practices, operational efficiencies, and industry advances to improve the overall effectiveness of the organization.
- Analyze and continuously improve programs to ensure that the strategic needs of Blackboard are met and programs are perceived as valuable by the market.
- Develop new service offerings to anticipate services trends and meet the changing needs of the clients
- Develop and maintain a high-quality team of professionals to grow and deliver revenue-generating services including effective management of employees, contractors and partners.

Minimum Education: Bachelor's Degree or 3 years related experience.

XX. MANAGER 2

General Experience. Manager (2)s possess at least 6 years of experience in client support or equivalent consulting experience, department P/L management, and new product development, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. ICM Manager (2)s must be leaders who possess a proven track record of managing within a professional services department and/or organization, as well as having strong and proven business acumen for bringing new services to market. The ICM Manager (2) is responsible for the success of the team across all markets. It is their responsibility to ensure that the strategy put

forth by the Vice President of Strategic Planning and Global Operations is executed. ICM Manager (2)s also provide subject matter expertise in industry, process or technology areas. They substantially contribute to Blackboard's intellectual capital and act as a key resource in their area of subject matter expertise. The ICM Manager (2)s have significant impact on the department and the overall business. An ICM Manager (2) is qualified to perform such tasks as:

- First level of escalation point for all ICM client issues
- Responsible for issues from start to finish and for ensuring that all tickets are resolved in a timely manner
- Leading/Mentoring ICM Technical Consultants
- Develop and conduct client training sessions
- Implement strategies to increase program revenue
- Create measurable goals for program
- Create internal and external communication channels to update clients and company of program development
- Develop and execute technical team workplans
- Assist in development of cost/revenue forecast, P/L statements, credits and invoices
- Develop and maintain a high-quality team of professionals to grow and deliver revenue-generating services including effective management of employees, contractors and partners.

Minimum Education: Bachelor's Degree or 3 years related experience.

XXI. MANAGER 1

General Experience. ICM Manager (1)s possess at least 5 years of experience in client support or equivalent consulting experience, department P/L management, and new product development, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. ICM Manager (1)s must be leaders who possess a proven track record of managing within a professional services department and/or organization, as well as having strong and proven business acumen for bringing new services to market. The ICM Manager (1) is responsible for the success of the team across all markets. ICM Manager (1)s also provide subject matter expertise in industry, process or technology areas. They substantially contribute to Blackboard's intellectual capital and act as a key resource in their area of subject matter expertise. An ICM Manager (1) is qualified to perform such tasks as:

- First level of escalation point for all ICM client issues
- Responsible for issues from start to finish and for ensuring that all tickets are resolved in a timely manner
- Leading/Mentoring ICM Technical Consultants
- Develop and conduct client training sessions
- Implement strategies to increase program revenue
- Create measurable goals for program
- Create internal and external communication channels to update clients and company of program development
- Develop and execute technical team workplans
- Assist in development of cost/revenue forecast, P/L statements, credits and invoices
- Develop and maintain a high-quality team of professionals to grow and deliver revenue-generating services including effective management of employees, contractors and partners.

Minimum Education: Bachelor's Degree or 3 years related experience.

XXII. SR. CONSULTANT 2

General Experience. Senior Consultant (2)s possess at least 5 years of experience in information systems implementation, change management efforts or business process redesign, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. ICM Senior Consultant (2)s possess special skills in Blackboard technologies, such as the Blackboard Academic Suite, Java architecture, SQL and shell programming, system administration in both Windows and Linux, Oracle, and other market-driven technologies. On ICM projects, ICM Senior Consultants provide expert technical solutions and interact with clients' technical and system administrative staff. A ICM Senior Consultant (2) is qualified to perform tasks such as:

- Document an organization's current business process flows
- Develop functional and technical information system designs
- Develop software designs, computer programming, system testing or technical training curricula
- Identify and document functional requirements for information systems
- Design training programs for information systems users
- Participate in quality reviews to ensure work complies with specified standards
- Design and manage databases
- Define information systems requirements
- Provide technical implementation planning for overall client environment
- Evaluate the overall health of the Order Activity environment and provide recommendations for practice improvements
- Develop Building Blocks, custom authentication and other custom Blackboard solutions
- Systems architecture for the specific client solution
- Perform system load testing
- Provide targeted technical knowledge transfer to the client technical team
- Assist in project technical budget preparation
- Manage complex ICM tickets such as large scale upgrades

Minimum Education: Bachelor's Degree or 3 years related experience.

XXIII. SR. CONSULTANT 1

General Experience. ICM Senior Consultant (1)s possess at least 4 years of experience in information systems implementation, change management efforts or business process redesign, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. ICM Senior Consultant (1)s possess special skills in Blackboard technologies, such as the Blackboard Academic Suite, Java architecture, SQL and shell programming, system administration in both Windows and Linux, Oracle, and other

market-driven technologies. On ICM projects, Consultants provide expert technical solutions and interact with clients' technical and system administrative staff. An ICM Senior Consultant (1) is qualified to perform tasks such as:

- Document an organization's current business process flows
- Develop functional and technical information system designs
- Develop software designs, computer programming, system testing or technical training curricula
- Identify and document functional requirements for information systems
- Design training programs for information systems users
- Participate in quality reviews to ensure work complies with specified standards
- Design and manage databases
- Define information systems requirements
- Provide technical implementation planning for overall client environment
- Evaluate the overall health of the Order Activity environment and provide recommendations for practice improvements
- Develop Building Blocks, custom authentication and other custom Blackboard solutions
- Systems architecture for the specific client solution
- Perform system load testing
- Provide targeted technical knowledge transfer to the client technical team
- Assist in project technical budget preparation
- Manage complex ICM tickets such as large scale upgrades

Minimum Education: Bachelor's Degree or 3 years related experience.

XXIV. CONSULTANT 2

General Experience. ICM Consultant (2)s possess at least 3 years of experience in information systems implementation, change management efforts or business process redesign, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. ICM Consultant (2)s possess special skills in Blackboard technologies, such as the Blackboard Academic Suite, Java architecture, SQL and shell programming, system administration in both Windows and Linux, Oracle, and other market-driven technologies. On ICM projects, Consultants provide expert technical solutions and interact with clients' technical and system administrative staff. An ICM Consultant (2) is qualified to perform tasks such as:

- Document an organization's current business process flows
- Develop functional and technical information system designs
- Develop software designs, computer programming, system testing or technical training curricula
- Identify and document functional requirements for information systems
- Design training programs for information systems users
- Participate in quality reviews to ensure work complies with specified standards
- Design and manage databases
- Define information systems requirements
- Provide technical implementation planning for overall client environment
- Evaluate the overall health of the Order Activity environment and provide recommendations for practice improvements
- Develop BuildingBlocks, custom authentication and other custom Blackboard solutions
- Systems architecture for the specific client solution
- Perform system load testing
- Provide targeted technical knowledge transfer to the client technical team
- Assist in project technical budget preparation
- Manage complex ICM tickets such as large scale upgrades

Minimum Education: Bachelor's Degree or 3 years related experience.

XXV. CONSULTANT 1

General Experience. ICM Consultant (1)s possess at least 2 years of experience in information systems implementation, change management efforts or business process redesign, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. ICM Consultant (1)s possess special skills in Blackboard technologies, such as the Blackboard Academic Suite, Java architecture, SQL and shell programming, system administration in both Windows and Linux, Oracle, and other market-driven technologies. On ICM projects, ICM Consultants (1) provide expert technical solutions and interact with clients' technical and system administrative staff. An ICM Consultant (1) is qualified to perform tasks such as:

- Document an organization's current business process flows
- Develop functional and technical information system designs
- Develop software designs, computer programming, system testing or technical training curricula
- Identify and document functional requirements for information systems
- Design training programs for information systems users
- Participate in quality reviews to ensure work complies with specified standards
- Design and manage databases
- Define information systems requirements
- Provide technical implementation planning for overall client environment
- Evaluate the overall health of the Order Activity environment and provide recommendations for practice improvements
- Develop Building Blocks, custom authentication and other custom Blackboard solutions
- Systems architecture for the specific client solution
- Perform system load testing
- Provide targeted technical knowledge transfer to the client technical team
- Assist in project technical budget preparation

- Manage complex ICM tickets such as large scale upgrades

Minimum Education: Bachelor's Degree or 3 years related experience.

XXVI. SR. ANALYST 2

General Experience. ICM Senior Analysts (2)s possess at least 2 years of experience in information systems implementation, change management efforts or business process redesign, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. ICM Senior Analyst (2)s possess special skills in Blackboard technologies, such as the Blackboard Academic Suite, Java architecture, SQL and shell programming, system administration in both Windows and Linux, Oracle, and other market-driven technologies. ICM Senior Analysts (2) are directed to exercise core skills on projects. An ICM Senior Analyst (s) is qualified to perform tasks such as:

- Document an organization's current business process flows
- Develop functional and technical information system designs
- Develop software designs, computer programming, system testing or technical training curricula
- Identify and document functional requirements for information systems
- Design training programs for information systems users
- Participate in quality reviews to ensure work complies with specified standards
- Design and manage databases
- Define information systems requirements
- Provide technical implementation planning for overall client environment
- Evaluate the overall health of the Order Activity environment and provide recommendations for practice improvements
- Develop BuildingBlocks, custom authentication and other custom Blackboard solutions
- Systems architecture for the specific client solution
- Perform system load testing
- Provide targeted technical knowledge transfer to the client technical team

Minimum Education: Bachelor's Degree or 3 years related experience.

XXVII. ICM SR. ANALYST 1

General Experience. ICM Senior Analyst (1)s possess 1 to 2 years of experience in information systems implementation, change management efforts or business process redesign, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. ICM Senior Analyst (1)s possess special skills in Blackboard technologies, such as the Blackboard Academic Suite, Java architecture, SQL and shell programming, system administration in both Windows and Linux, Oracle, and other market-driven technologies. Analysts are directed to exercise core skills on projects. An ICM Senior Analyst (1) is qualified to perform tasks such as:

- Design, code and test functional components of information systems according to project specifications
- Develop project documentation and technical user training materials according to program specifications
- Conduct user technical training sessions
- Prepare communications plans
- Produce database extracts
- Provide technical support to software development teams
- Provide technical mentoring to clients
- Design, implement and test system integration solutions
- Install and configure software within the project scope
- Set up and configure authentication solutions
- Perform program management support tasks, such as status reporting and workplan maintenance

Minimum Education: Bachelor's Degree or 3 years related experience.

XXVIII. ANALYST 2

General Experience. ICM Analyst (2)s possess at least 1 year of experience in information systems implementation, change management efforts or business process redesign.

Functional Responsibility. ICM Analyst (2)s possess special skills in Blackboard technologies, such as the Blackboard Academic Suite, Java architecture, SQL and shell programming, system administration in both Windows and Linux, Oracle, and other market-driven technologies. ICM Analyst are directed to exercise core skills on projects. An ICM Analyst (2) is qualified to perform tasks such as:

- Design, code and test functional components of information systems according to project specifications
- Develop project documentation and technical user training materials according to program specifications
- Conduct user technical training sessions
- Prepare communications plans
- Produce database extracts
- Provide technical support to software development teams
- Provide technical mentoring to clients
- Design, implement and test system integration solutions
- Install and configure software within the project scope
- Set up and configure authentication solutions
- Perform program management support tasks, such as status reporting and workplan maintenance

Minimum Education: Bachelor's Degree or 3 years related experience.

XXIX. ANALYST I

General Experience. Analysts (1)s have been trained in systems development and/or training methodologies.

Functional Responsibility. Analyst (1)s possess special skills in Blackboard technologies, such as the Blackboard Academic Suite, Java architecture, performance engineering, high availability environments, Oracle, and other market-driven technologies. Analysts are directed to exercise core skills on projects. An Analyst (1) is qualified to perform tasks such as:

- Design, code and test functional components of information systems according to project specifications
- Develop project documentation and technical user training materials according to program specifications
- Conduct user technical training sessions
- Prepare communications plans
- Produce database extracts
- Provide technical support to software development teams
- Provide technical mentoring to clients
- Design, implement and test system integration solutions
- Install and configure software within the project scope
- Set up and configure authentication solutions
- Perform program management support tasks, such as status reporting and workplan maintenance

Minimum Education: Bachelor's Degree or 3 years related experience.

TRAINING SERVICES

The general experience and functional responsibility represent the minimum qualifications for each category. In regards to Training Services general experience, an Advanced Degree equals up to two years of experience.

I. DIRECTOR

General Experience. Training Services Directors must be leaders who possess a proven track record of managing within a professional services department and/or organization, as well as having strong and proven business acumen for bringing new services to market. The Training Director is responsible for the success of the team across markets/territories. It is their responsibility to ensure that the strategy put forth by the Vice President of Strategic Capabilities is executed in the field. The general experience and functional responsibility represent the minimum qualifications. The Training Director has at least 10 years of experience in teaching, or designing and implementing training programs, including at least 6 months experience in Blackboard technologies.

The functional responsibilities of the Training Director are:

- Execute on Major Market consulting strategies consistent with organizational goals and objectives.
- Regional Profit and Loss (P&L) responsibility.
- Create meaningful year-after-year profitable growth.
- Work with regional sales leadership to expand the sales channel.
- Develop and lead a team of high-performing senior managers and consulting staff.
- Contribute to and deploy the company's standard implementation methodology to ensure consistent delivery, repeatability and more efficient implementation and integration.
- Support engagement delivery and quality through on-site client interaction, review of deliverables and participation in critical meetings.
- Help identify new services and software opportunities during engagement delivery.
- Uphold and execute against the Global Services vision, mission and core values.
- Demonstrate strong communication skills, including interaction and involvement across multiple departments.
- Communicate with Order Activities to assess Order Activity satisfaction level with services and products.
- Present on behalf of Blackboard at regional conferences.

SPECIFIC QUALIFICATIONS

Key qualifications are:

- Bachelor's degree in Education, Technology, or Business related area required. Advanced degree preferred.
- 10+ years of professional experience, with 3+ years as a leader in a professional services organization.
- Minimum of 2 years of people management experience at the corporate or regional level.
- Proven ability to establish strategic initiatives for large high value client relationships.

- Ability to prioritize and delegate in a resource constrained environment and re-prioritize resources rapidly.
- Excellent communications, presentation and interpersonal skills.
- Must thrive in a fast-paced, results-oriented, collaborative environment.
- Proven experience as a valued contributor to the leadership team in strategically supporting a business through rapid growth and/or change.
- A strong network of relationships through the services and enterprise software community and / or the ability to quickly establish credibility and rapport with a large and diverse client and partner base
- Extremely high energy and stamina to perform consistently and at a high level in a very demanding environment.

II. SENIOR MANAGER 2

General Experience. Training Services Senior Manager (2)s possess at least 9 years of experience in teaching, supporting and implementing software training programs, or consulting, including at least 6 months experience in Blackboard technologies. In addition, the Training Services Senior Manager has at least 2 years of management experience.

Functional Responsibility. Training Services Senior Manager (2)s apply their broad management skills and specialized functional and technical expertise to lead teams of consultants in delivering client solutions or to manage the operations of multiple projects. Training Services Senior Managers provide subject matter expertise in industry, process or technology areas. A Training Services Senior Manager (2) is qualified to perform such tasks as:

- Implement the strategic directives articulated by the Director of Training in accordance with core business initiatives.
- Monitor the delivery of services.
- Plan and manage the work of training consultant teams.
- Monitor employee resources to maintain and/or exceed target chargeability, profitability, and other established corporate goals.
- Conceptual design and development of training curricula.
- Work with client executives to facilitate training programs and realize business goals.
- Ensure consistency of quality across multiple projects or training services.
- Manage client contracts.
- Mentor and develop more junior staff.

Minimum Education: Bachelor's Degree or 3 years related experience.

III. SENIOR MANAGER 1

General Experience. Training Services Senior Manager (1)s possess at least 8 years of experience in teaching, supporting and implementing software training programs, or consulting, including at least 6 months experience in Blackboard technologies. In addition, the Training Services Senior Manager has at least 2 years of management experience.

Functional Responsibility. Training Services Senior Manager (1)s apply their broad management skills and specialized functional and technical expertise to lead teams of consultants in delivering client solutions or to manage the operations of multiple projects. Training Services Senior Managers provide subject matter expertise in industry, process or technology areas. A Training Services Senior Manager (1) is qualified to perform such tasks as:

- Implement the strategic directives articulated by the Director of Training in accordance with core business initiatives.
- Monitor the delivery of services.
- Plan and manage the work of training consultant teams.
- Monitor employee resources to maintain and/or exceed target chargeability, profitability, and other established corporate goals.
- Conceptual design and development of training curricula.
- Work with client executives to facilitate training programs and realize business goals.
- Ensure consistency of quality across multiple projects or training services.
- Manage client contracts.
- Mentor and develop more junior staff.

Minimum Education: Bachelor's Degree or 3 years related experience.

IV. MANAGER 4

General Experience. Training Services Manager (4)s possess at least 8 years of experience in teaching, supporting and implementing software training programs, or consulting, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. Training Services Manager (4)s apply their broad management skills and specialized functional and technical expertise to guide teams of consultants in delivering client solutions or to manage the day-to-day operations of multiple training services projects. Training Services Managers (4)s provide subject matter expertise in industry, process or technology areas. A Training Services Manager (4) is qualified to perform such tasks as:

- Plan and manage the work of training consultant teams.
- Deliver all standard and strategic training services.
- Conceptual design and development of training curricula.
- Assist an organization in translating its vision and strategy into core human resource and training processes.

- Lead clients through streamlining, reengineering and transforming business processes as they relate to training and adoption.

Minimum Education: Bachelor's Degree or 3 years related experience.

V. MANAGER 3

General Experience. Training Services Manager (3)s possess at least 7 years of experience in teaching, supporting and implementing software training programs, or consulting, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. Training Services Manager (3)s apply their broad management skills and specialized functional and technical expertise to guide teams of consultants in delivering client solutions or to manage the day-to-day operations of multiple training services projects. Training Services Managers (3)s provide subject matter expertise in industry, process or technology areas. A Training Services Manager (3) is qualified to perform such tasks as:

- Plan and manage the work of training consultant teams.
- Deliver all standard and strategic training services.
- Conceptual design and development of training curricula.
- Assist an organization in translating its vision and strategy into core human resource and training processes.
- Lead clients through streamlining, reengineering and transforming business processes as they relate to training and adoption.

Minimum Education: Bachelor's Degree or 3 years related experience.

VI. MANAGER 2

General Experience. Training Services Manager (2)s possess at least 6 years of experience in teaching, supporting and implementing software training programs, or consulting, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. Training Services Manager (2)s apply their broad management skills and specialized functional and technical expertise to guide teams of consultants in delivering client solutions or to manage the day-to-day operations of multiple training services projects. Training Services Managers (2)s provide subject matter expertise in industry, process or technology areas. A Training Services Manager (2) is qualified to perform such tasks as:

- Plan and manage the work of training consultant teams.
- Deliver all standard and strategic training services.
- Conceptual design and development of training curricula.
- Assist an organization in translating its vision and strategy into core human resource and training processes.
- Lead clients through streamlining, reengineering and transforming business processes as they relate to training and adoption.

Minimum Education: Bachelor's Degree or 3 years related experience.

VII. MANAGER 1

General Experience. Training Services Manager (1)s possess at least 5 years of experience in teaching, supporting and implementing software training programs, or consulting, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. Training Services Manager (1)s apply their broad management skills and specialized functional and technical expertise to guide teams of consultants in delivering client solutions or to manage the day-to-day operations of multiple training services projects. Training Services Managers (1)s provide subject matter expertise in industry, process or technology areas. A Training Services Manager (1) is qualified to perform such tasks as:

- Plan and manage the work of training consultant teams.
- Deliver all standard and strategic training services.
- Conceptual design and development of training curricula.
- Assist an organization in translating its vision and strategy into core human resource and training processes.
- Lead clients through streamlining, reengineering and transforming business processes as they relate to training and adoption.

Minimum Education: Bachelor's Degree or 3 years related experience.

VIII. SR. CONSULTANT 2

General Experience. Training Services Sr. Consultant (2)s possess at least 5 years of experience in teaching, supporting and implementing software training programs, or consulting, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. Training Services Sr. Consultant (2)s apply their advanced skills and experience in training, and detailed knowledge of software implementations to implement training solutions. A Training Services Sr. Consultant (2) is qualified to perform tasks such as:

- Deliver all standard training services and select strategic training services.
- Design training programs for application users.
- Participate in quality reviews to ensure work complies with specified standards.
- Communicate with account representatives about the progress of client implementations and identify potential issues which would place the implementation at risk.
- Perform administrative tasks related to expenses.

Minimum Education: Bachelor's Degree or 3 years related experience.

IX. SR. CONSULTANT 1

General Experience. Training Services Sr. Consultant (1)s possess at least 4 years of experience in teaching, supporting and implementing software training programs, or consulting, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. Training Services Sr. Consultant (1)s apply their advanced skills and experience in training, and detailed knowledge of software implementations to implement training solutions. A Training Services Sr. Consultant (1) is qualified to perform tasks such as:

- Deliver all standard training services and select strategic training services.
- Design training programs for application users.
- Participate in quality reviews to ensure work complies with specified standards.
- Communicate with account representatives about the progress of client implementations and identify potential issues which would place the implementation at risk.
- Perform administrative tasks related to expenses.

Minimum Education: Bachelor's Degree or 3 years related experience.

X. CONSULTANT 2

General Experience. Training Services Consultant (2)s possess at least 3 years of experience in teaching, supporting and implementing software training programs, or consulting, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. Training Services Sr. Consultant (2)s apply their advanced skills and experience in training, and detailed knowledge of software implementations to implement training solutions. A Training Services Sr. Consultant (2) is qualified to perform tasks such as:

- Deliver all standard training services and select strategic training services.
- Design training programs for application users.
- Participate in quality reviews to ensure work complies with specified standards.
- Communicate with account representatives about the progress of client implementations and identify potential issues which would place the implementation at risk.
- Perform administrative tasks related to expenses.

Minimum Education: Bachelor's Degree or 3 years related experience.

XI. CONSULTANT 1

General Experience. Training Services Consultant (1)s possess at least 2 years of experience in teaching, supporting and implementing software training programs, or consulting, including at least 6 months experience in Blackboard technologies.

Functional Responsibility. Training Services Sr. Consultant (1)s apply their advanced skills and experience in training, and detailed knowledge of software implementations to implement training solutions. A Training Services Sr. Consultant (1) is qualified to perform tasks such as:

- Deliver all standard training services and select strategic training services.
- Design training programs for application users.
- Participate in quality reviews to ensure work complies with specified standards.
- Communicate with account representatives about the progress of client implementations and identify potential issues which would place the implementation at risk.
- Perform administrative tasks related to expenses.

Minimum Education: Bachelor's Degree or 3 years related experience.

OPERATIONS

For the Operations classification, general experience and functional responsibility represent the minimum qualifications for each category.

XVII. DIRECTOR

General Experience. Operations Director has at least 10 years of experience in managing professional services organizations or complex federal organizations in delivery excellence.

Functional Responsibility. Operations Directors apply broad management skills and business acumen related to the development and integration of organizational capabilities in support of client services. Operations Directors provide subject matter expertise in industry, process or technology areas. They substantially contribute to Blackboard's intellectual capital and act as a key resource in their area of subject matter expertise. The Operations Directors have significant impact on the department and the overall business.

An Operations Director is qualified to perform such tasks as:

- Provide reporting necessary for day-to-day operations of the consulting team including backlog reports, pipeline reports, invoicing reports, resource management reports and business cases based on ROI for new services
- Set and maintain policy for management of information including timesheet submissions, opportunity entry, hiring process and project setup
- Managing the scheduling resource manager(s) along with ensuring that all resumes and skill set entry is up to date at all times so that the appropriate resource is staffed at all times Work with client executives to facilitate organizational change programs and realize business goals
- Point of contact for all internal processes including annual evaluations, bonus submissions, rules of engagement documents, expense policy and other company-wide initiatives
- Lead internal projects aimed at streamlining, reengineering and transforming business processes
- Work cross departmentally throughout Blackboard to ensure proper alignment of department goals, pricing, strategy, systems usage, programs, etc.
- Involvement in the setting of annual goals
- Involvement in developing and implementing a new hire training program with Global Services

Minimum Education: Bachelor's Degree or 3 years related experience.

XVIII. SENIOR MANAGER 2

General Experience. Operations Senior Manager (2)s have at least 9 years of experience in managing professional services organizations or complex federal organizations in delivery excellence.

Functional Responsibility. Operations Senior Manager (2) apply broad management skills and business acumen related to the development and integration of organizational capabilities in support of client services. Operations Senior Managers provide subject matter expertise in industry, process or technology areas. An Operations Senior Manager (2) is qualified to perform such tasks as:

- Provide reporting necessary for day-to-day operations of the consulting team including backlog reports, pipeline reports, invoicing reports, resource management reports and business cases based on ROI for new services
- Set and maintain policy for management of information including timesheet submissions, opportunity entry, hiring process and project setup
- Managing the scheduling resource manager(s) along with ensuring that all resumes and skill set entry is up to date at all times so that the appropriate resource is staffed at all times Work with client executives to facilitate organizational change programs and realize business goals
- Point of contact for all internal processes including annual evaluations, bonus submissions, rules of engagement documents, expense policy and other company-wide initiatives
- Lead internal projects aimed at streamlining, reengineering and transforming business processes
- Work cross departmentally throughout Blackboard to ensure proper alignment of department goals, pricing, strategy, systems usage, programs, etc.
- Involvement in the setting of annual goals
- Involvement in developing and implementing a new hire training program with Global Services

Minimum Education: Bachelor's Degree or 3 years related experience.

XIX. SENIOR MANAGER 1

General Experience. Operations Senior Manager (1)s have at least 8 years of experience in managing professional services organizations or complex federal organizations in delivery excellence.

Functional Responsibility. Operations Senior Manager (1) apply broad management skills and business acumen related to the development and integration of organizational capabilities in support of client services. Operations Senior Managers provide subject matter expertise in industry, process or technology areas. An Operations Senior Manager (1) is qualified to perform such tasks as:

- Provide reporting necessary for day-to-day operations of the consulting team including backlog reports, pipeline reports, invoicing reports, resource management reports and business cases based on ROI for new services
- Set and maintain policy for management of information including timesheet submissions, opportunity entry, hiring process and project setup
- Managing the scheduling resource manager(s) along with ensuring that all resumes and skill set entry is up to date at all times so that the appropriate resource is staffed at all times Work with client executives to facilitate organizational change programs and realize business goals
- Point of contact for all internal processes including annual evaluations, bonus submissions, rules of engagement documents, expense policy and other company-wide initiatives
- Lead internal projects aimed at streamlining, reengineering and transforming business processes
- Work cross departmentally throughout Blackboard to ensure proper alignment of department goals, pricing, strategy, systems usage, programs, etc.
- Involvement in the setting of annual goals
- Involvement in developing and implementing a new hire training program with Global Services

Minimum Education: Bachelor's Degree or 3 years related experience.

XX. MANAGER 2

General Experience. Operations Manager (2)s possess at least 8 years of experience in managing professional services organizations or complex federal organizations in delivery excellence.

Functional Responsibility. Operations Manager (2)s apply broad management skills and business acumen related to the development and integration of organizational capabilities in support of client services. Operations Managers provide subject matter expertise in industry, process or technology areas. An Operations Manager (2) is qualified to perform such tasks as:

- Support reporting necessary for day-to-day operations of the consulting team including backlog reports, pipeline reports, invoicing reports, resource management reports and business cases based on ROI for new services
- Set and maintain policy for management of information including timesheet submissions, opportunity entry, hiring process and project setup
- Managing the scheduling resource manager(s) along with ensuring that all resumes and skill set entry is up to date at all times so that the appropriate resource is staffed at all times Work with client executives to facilitate organizational change programs and realize business goals
- Develop internal processes including annual evaluations, bonus submissions, rules of engagement documents, expense policy and other company-wide initiatives
- Lead internal projects aimed at streamlining, reengineering and transforming business processes
- Work cross departmentally throughout Blackboard to ensure proper alignment of department goals, pricing, strategy, systems usage, programs, etc.
- Involvement in the setting of annual goals
- Involvement in developing and implementing a new hire training program with Global Services

Minimum Education: Bachelor's Degree or 3 years related experience.

XXI. MANAGER 1

General Experience. Operations Manager (1)s possess at least 7 years of experience in managing professional services organizations or complex federal organizations in delivery excellence.

Functional Responsibility. Operations Manager (1)s apply broad management skills and business acumen related to the development and integration of organizational capabilities in support of client services. Operations Managers provide subject matter expertise in industry, process or technology areas. An Operations Manager (1) is qualified to perform such tasks as:

- Support reporting necessary for day-to-day operations of the consulting team including backlog reports, pipeline reports, invoicing reports, resource management reports and business cases based on ROI for new services
- Set and maintain policy for management of information including timesheet submissions, opportunity entry, hiring process and project setup
- Managing the scheduling resource manager(s) along with ensuring that all resumes and skill set entry is up to date at all times so that the appropriate resource is staffed at all times Work with client executives to facilitate organizational change programs and realize business goals
- Develop internal processes including annual evaluations, bonus submissions, rules of engagement documents, expense policy and other company-wide initiatives
- Lead internal projects aimed at streamlining, reengineering and transforming business processes
- Work cross departmentally throughout Blackboard to ensure proper alignment of department goals, pricing, strategy, systems usage, programs, etc.
- Involvement in the setting of annual goals
- Involvement in developing and implementing a new hire training program with Global Services

Minimum Education: Bachelor's Degree or 3 years related experience.

XXII. SR. CONSULTANT 2

General Experience. Operations Senior Consultant (2)s possess at least 7 years of experience working in a professional services organizations or complex federal organizations in delivery excellence.

Functional Responsibility. Operations Senior Consultant (2)s apply their skills and experience related to the development and integration of organizational capabilities in support of client services. Operations Senior Consultants (2)s provide support to project teams and interact with Services market and project leads and project leads. An Operations Senior Consultant (2) is qualified to perform tasks such as:

- Maintain and audit policies and procedures including timesheet submission, opportunity entry, project setup and hiring process
- Develop various market verticals reports to manage business effectively
- Lead efforts to redesign processes to ensure effective and efficient day-to-day operations
- Participate in quality reviews to ensure work complies with specified standards
- Develop special project workplans
- Perform workflow analysis
- Design and manage databases
- Resolve issues related to scheduling conflicts
- Resolve issues related to invoicing
- Work with project managers to communicate schedule to clients

Minimum Education: Bachelor's Degree or 3 years related experience.

XXIII. SR. CONSULTANT 1

General Experience. Operations Senior Consultant (1)s possess at least 5 years of experience a professional services organizations or complex federal organizations in delivery excellence.

Functional Responsibility. Operations Senior Consultant (1)s apply their skills and experience related to the development and integration of organizational capabilities in support of client services. Operations Senior Consultants (1)s provide support to project teams and interact with Services market and project leads and project leads. An Operations Senior Consultant (1) is qualified to perform tasks such as:

- Maintain and audit policies and procedures including timesheet submission, opportunity entry, project setup and hiring process
- Develop various market verticals reports to manage business effectively
- Lead efforts to redesign processes to ensure effective and efficient day-to-day operations
- Participate in quality reviews to ensure work complies with specified standards
- Develop special project workplans
- Perform workflow analysis
- Design and manage databases
- Resolve issues related to scheduling conflicts
- Resolve issues related to invoicing
- Work with project managers to communicate schedule to clients

Minimum Education: Bachelor's Degree and 2 years related experience.

XXIV. CONSULTANT 2

General Experience. Operations Consultant (2)s possess at least 4 years of experience in a professional services organizations or complex federal organizations in delivery excellence.

Functional Responsibility. Operations Consultant (2)s apply their skills and experience related to the development and integration of organizational capabilities in support of client services. Operations Senior Consultants (1)s provide support to project teams and interact with Services market and project leads and project leads. An Operations Consultant (2) is qualified to perform tasks such as:

- Maintain and audit policies and procedures including timesheet submission, opportunity entry, project setup and hiring process
- Develop various market verticals reports to manage business effectively

- Lead efforts to redesign processes to ensure effective and efficient day-to-day operations
- Participate in quality reviews to ensure work complies with specified standards
- Develop special project workplans
- Perform workflow analysis
- Design and manage databases
- Resolve issues related to scheduling conflicts
- Resolve issues related to invoicing
- Work with project managers to communicate schedule to clients

Minimum Education: Bachelor's Degree and 2 years related experience.

XXV. CONSULTANT 1

General Experience. Operations Consultant (1)s possess at least 3 years of experience in a professional services organizations or complex federal organizations in delivery excellence.

Functional Responsibility. Operations Consultant (1)s apply their skills and experience related to the development and integration of organizational capabilities in support of client services. Operations Senior Consultants (1)s provide support to project teams and interact with Services market and project leads and project leads. An Operations Consultant (1) is qualified to perform tasks such as:

- Maintain and audit policies and procedures including timesheet submission, opportunity entry, project setup and hiring process
- Develop various market verticals reports to manage business effectively
- Lead efforts to redesign processes to ensure effective and efficient day-to-day operations
- Participate in quality reviews to ensure work complies with specified standards
- Develop special project workplans
- Perform workflow analysis
- Design and manage databases
- Resolve issues related to scheduling conflicts
- Resolve issues related to invoicing
- Work with project managers to communicate schedule to clients

Minimum Education: Bachelor's Degree and 2 years related experience.

XXVI. SR. ANALYST 1

General Experience. Operations Analysts (1)s possess 1 to 2 years of experience related to the development and integration of organizational capabilities in support of client services.

Functional Responsibility. Operations Analyst (1)s apply their strong analytical and technical skills to assist in implementing business processes. Operations Senior Analysts are directed to exercise core skills in operational processes. An Operations Senior Analyst (1) is qualified to perform tasks such as:

- Document an organization's current business process flows
- Design and review functional components for operational projects
- Identify and document business processes for operations
- Develop project documentation and user training materials according to program specifications
- Conduct user training sessions
- Prepare communications plans
- Produce database extracts
- Provide technical support to delivery teams
- Perform operations support tasks, invoicing and troubleshooting, entering schedule data and producing reports

Minimum Education: Bachelor's Degree and 1 year related experience.

XXVII. ANALYST 1

General Experience. Operations Analysts (1)s possess at least 1 year of experience related to the development and integration of organizational capabilities in support of client services.

Functional Responsibility. Business Integration Analyst (2)s apply their strong analytical and technical skills to assist in implementing business processes. Operations Analysts (1) are directed to exercise core skills in operational processes. An Operations Analyst (1) is qualified to perform tasks such as:

- Document an organization's current business process flows
- Design and review functional components for operational projects
- Identify and document business processes for operations
- Develop project documentation and user training materials according to program specifications
- Conduct user training sessions
- Prepare communications plans
- Produce database extracts
- Provide technical support to delivery teams
- Perform operations support tasks, invoicing and troubleshooting, entering schedule data and producing reports

Minimum Education: Bachelor's Degree and 6 months related experience.

APPENDIX I

GLOSSARY

Agreement – means the License and Services Agreement including, the Cover Page, the Pricing Summary and all Schedules (and exhibits to Schedules) attached to these Master Terms, as amended from time to time.

Active User Capacity – means the number of Authorized End Users, at any particular time, permitted to be registered to access one (1) or more educational courses provided through the Hosted Software. This is the maximum number of users that the backup site must be able to support during a disaster period.

Authorized End User – means any individual who is enrolled in an Order Activity’s course or an Order Activity’s employee or affiliate during an Initial or Renewal Term.

Available Date – means, for purposes of this Managed Hosting Business Continuity Schedule, the date upon which Order Activity hosting the primary Blackboard production environment locally (“a locally-hosted Order Activity”) receives notice from Blackboard that the Business Continuity environment is up and ready to support Order Activity during a disaster period. For Order Activity hosting the primary Blackboard production environment with Managed Hosting Services (“Managed Hosting-hosted Order Activity”), this will be the time that the disaster recovery site is up and ready to support a disaster period.

Available Date – means, with respect to any particular Software, Equipment, or Support Services, the date upon which the relevant Software or Support Services are made available to Order Activity pursuant to the terms of the relevant Schedule, regardless of whether Order Activity utilizes the Software, Equipment, or Support Services and for Equipment, the date a valid Purchase Order is accepted by Blackboard.

Blackboard – means Blackboard Inc., a Delaware corporation with its principal office and place of business at 650 Massachusetts Avenue, NW, 1st floor, Washington, DC 20001 U.S.A, including its wholly owned subsidiaries.

Business Continuity Service – is a disaster recovery service provided by Blackboard and means network environment and Order Activity-dedicated equipment that come on line within the Service Level specifications described in Exhibit B when Order Activity’s primary hosting environment in a physically separate location – whether hosted by Blackboard or locally hosted by Order Activity – fails. Failure is understood to be a catastrophic failure at the hosted site. Order Activity must have executed a Blackboard Software Schedule to receive this Business Continuity Service.

Confidential Information – means any non-public information disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the generality of the foregoing, Confidential Information will be deemed to include, without limitation, information about a Party’s business, vendors, Order Activities, end users, end users’ grades or other educational information, end users’ financial information, transaction data, products, services, employees, finances, costs, expenses, financial or competitive condition, policies, and practices, computer software programs and programming tools and their respective design, architecture, modules, interfaces, databases and database structures, non-literal elements, capabilities and functionality, source code and object code, as well as research and development efforts, marketing and distribution efforts, licensing, cross-licensing, marketing and distribution practices, computer software programs and other information licensed or otherwise disclosed to a Party in confidence by a third party, and any other non-public information that does or may have economic value by reason of not being generally known.

Order Activity – means the Order Activity identified on the cover page to which these Master Terms are attached.

Order Activity Content – means any data, information, graphics or other media files or other content, including, but not limited to, course materials, provided by or for Order Activity or any end user of the Software through use of the Software, excluding any portion of the Software or Documentation.

Designated Server Site – means the physical location where the Software will be installed, either a location operated by Order Activity, or hosted by Blackboard.

Documentation – means, with respect to any particular Software or Equipment, any applicable standard end user specifications and/or operating instructions provided by Blackboard for such Software and/or Equipment, which may be amended from time to time. Documentation does not include any sales or marketing materials.

Effective Date – means the date upon which both Parties have executed the cover page to which these Master Terms are attached.

Equipment – means any hardware and/or firmware provided by Blackboard to Order Activity pursuant to any Schedule, including, without limitation, hardware and/or firmware related to the stored value card system and security access system. Unless otherwise specified, Equipment shall be provided to Order Activity upon receipt and acceptance by Blackboard of a valid Purchase Order.

Managed Hosting Services – means the services provided by Blackboard pursuant to this Managed Hosting Schedule. The initial Managed Hosting Services are indicated in the table above.

Party – means either Blackboard or Order Activity.

Schedule Effective Date – means the later of (i) the date on which this Managed Hosting Business Continuity Schedule has been executed by authorized representatives of both Parties and (ii) the Effective Date of the Agreement.

Services – means any services provided by Blackboard to Order Activity pursuant to any Schedule, including, without limitation, consulting, educational, Managed hosting installation and Managed hosting, system administration, training or maintenance and support services.

Software – means the object code version of the Blackboard Learn™, Blackboard, Transact™ or Blackboard Connect™ software as described on the applicable Software Schedule(s).

Test Copy – shall mean one (1) copy of the Software for use solely for the purposes of testing the Software. Under no circumstances shall a test copy be used for production purposes. Unless otherwise indicated in an attached Schedule, test copies are unsupported

GSA Pricing for Blackboard Learn Software Products SIN 132-32**Blackboard Learn Course Delivery**

		<u>GSA Price</u>
AS-LS-PENA01	1 - 2,000 Users	\$56,566.09
AS-LS-PENA02	2,001 – 4,000 Users	\$73,315.78
AS-LS-PENA03	4,001 – 8,000 Users	\$90,352.60
AS-LS-PENA04	8,001 – 15,000 Users	\$107,102.29
AS-LS-PENA05	15,001 – 25,000 Users	\$124,234.83
AS-LS-PENA06	25,001 – 50,000 Users	\$140,984.51
AS-LS-PENA99	Additional bands of 25,000	\$56,470.38

Blackboard Community Engagement

		<u>GSA Price</u>
AS-CM-PENA01	1 - 2,000 Users	\$39,529.26
AS-CM-PENA02	2,001 – 4,000 Users	\$51,301.90
AS-CM-PENA03	4,001 – 8,000 Users	\$63,170.25
AS-CM-PENA04	8,001 – 15,000 Users	\$75,134.31
AS-CM-PENA05	15,001 – 25,000 Users	\$86,906.95
AS-CM-PENA06	25,001 – 50,000 Users	\$98,679.59
AS-CM-PENA99	Additional bands of 25,000	\$39,624.98

Blackboard Content Management

		<u>GSA Price</u>
AS-CS-PENA01	1 - 2,000 Users	\$48,717.66
AS-CS-PENA02	2,001 – 4,000 Users	\$64,127.38
AS-CS-PENA03	4,001 – 8,000 Users	\$79,441.38
AS-CS-PENA04	8,001 – 15,000 Users	\$94,755.38
AS-CS-PENA05	15,001 – 25,000 Users	\$135,146.05
AS-CS-PENA06	25,001 – 50,000 Users	\$151,800.03
AS-CS-PENA99	Additional bands of 25,000	Custom

Blackboard Academic Collaboration - Developer Edition

		<u>GSA Price</u>
AS-LSDEV (CD, CM, CS for limited # of users)	Includes BbDN membership	\$477.61

Blackboard Non-Production Test Licenses

		<u>GSA Price</u>
AS-LSTEST-PENA	Blackboard Learn - Course Delivery Test	\$11,389.79
AS-LSTEST-PENA	Blackboard Learn - Course Delivery and Community Engagement Test	\$11,389.79
AS-CSTEST-NA	Blackboard Learn - Content Management	\$9,284.11

* All test licenses include support services.

Blackboard ProSites™ License

		<u>GSA Price</u>
AS-PROSITE-PENA	Prosites - 200 Users	\$9,092.69
AS-PROSITE-PENAINC	Additional 100 Users	\$4,307.06

* Annual charges; no credits for overages of user increments. Additional Annual Storage Fees are available at \$239.28 per 50 MB.

GSA Pricing for Blackboard Learn Software Products SIN 132-32

Blackboard Learn for Outcomes Assessment

		<u>GSA Price</u>
AS-OS-PENA01	1 - 2,000 Users	\$259,583.79
AS-OS-PENA02	2,001 – 4,000 Users	\$329,831.97
AS-OS-PENA03	4,001 – 8,000 Users	\$400,080.16
AS-OS-PENA04	8,001 – 15,000 Users	\$470,105.34
AS-OS-PENA05	15,001 – 25,000 Users	\$586,739.64
AS-OS-PENA06	25,001 – 50,000 Users	\$658,994.92
AS-OS-PENA99	50,001 – 75,000 Users	\$909,435.39
AS-OS-PENA99	75,001 – 100,000 Users	\$1,159,875.66
AS-OS-PENA99	Additional bands of 25,000 Users	\$250,440.37

plus Blackboard Powersight™

GSA Pricing for Blackboard K-12 Learn Software Products SIN 132-32**Blackboard Learn for Course Delivery**

		<u>GSA Price</u>
AS-LS-K2NA01	1 – 500 Users	\$15,601.14
AS-LS-K2NA02	501 – 2,000 Users	\$18,855.36
AS-LS-K2NA03	2,001 – 5,000 Users	\$24,980.96
AS-LS-K2NA04	5,001 – 10,000 Users	\$37,423.59
AS-LS-K2NA05	10,001 – 15,000 Users	\$50,057.64
AS-LS-K2NA06	15,001 – 20,000 Users	\$62,500.26
AS-LS-K2NA99	Additional bands of 5,000 Users	\$11,772.64

Blackboard Community Engagement

		<u>GSA Price</u>
AS-CM-K2NA01	1 – 500 Users	\$12,538.34
AS-CM-K2NA02	501 – 2,000 Users	\$15,601.14
AS-CM-K2NA03	2,001 – 5,000 Users	\$18,855.36
AS-CM-K2NA04	5,001 – 10,000 Users	\$24,980.96
AS-CM-K2NA05	10,001 – 15,000 Users	\$31,393.70
AS-CM-K2NA06	15,001 – 20,000 Users	\$37,615.01
AS-CM-K2NA99	Additional bands of 5,000 Users	\$5,934.18

Blackboard Content Management

		<u>GSA Price</u>
AS-CS-K2NA01	1 – 500 Users	\$12,538.34
AS-CS-K2NA02	501 – 2,000 Users	\$15,122.58
AS-CS-K2NA03	2,001 – 5,000 Users	\$20,099.63
AS-CS-K2NA04	5,001 – 10,000 Users	\$30,053.73
AS-CS-K2NA05	10,001 – 15,000 Users	\$40,007.83
AS-CS-K2NA06	15,001 – 20,000 Users	\$50,057.64
AS-CS-K2NA99	Additional bands of 5,000 Users	\$9,379.83

Blackboard Academic Collaboration - Developer Edition (CD, CM, CS for limited # of users)

		<u>GSA Price</u>
AS-LSDEV	Includes BbDN membership	\$477.61

Blackboard Non-Production Test Licenses

		<u>GSA Price</u>
AS-LSTEST-K2NA	Blackboard Learn - Course Delivery Test	\$10,432.66
AS-LSTEST-K2NA	Blackboard Learn - Community Engagement Test	\$10,432.66
AS-CSTEST-NA	Blackboard Learn - Content Management Test	\$8,996.98

* All test licenses include support services.

GSA Pricing for Blackboard Managed Hosting Products SIN 132-32**Blackboard Learn (or Blackboard Learn & Community Engagement) Hosting****Non-Recurring Charge-Setup Fee**

		<u>GSA Price</u>
AS-SETASPAP-NA	Up to 500 Users	\$10,241.24
AS-SETASPAP-NA	501 to 1,000 Users	\$10,241.24
AS-SETASPAP-NA	1,001 to 1,500 Users	\$10,241.24
AS-SETASPAP-NA	1,501 to 2,000 Users	\$10,241.24
AS-SETASPAP-NA	2,001 to 2,500 Users	\$10,241.24

Annual Recurring Charge

		<u>GSA Price</u>
AS-ASPLS-PENA01	Up to 500 Users	\$14,069.74
AS-ASPLS-PENA02	501 to 1,000 Users	\$25,650.95
AS-ASPLS-PENA03	1,001 to 1,500 Users	\$34,647.93
AS-ASPLS-PENA04	1,501 to 2,000 Users	\$40,869.24
AS-ASPLS-PENA05	2,001 to 2,500 Users	\$51,110.48

Includes 20GB storage and 512 kbps bandwidth

Oracle license included; Blackboard software license is NOT INCLUDED

Non-Recurring Charge-Setup Fee

		<u>GSA Price</u>
AS-SETASPLS-NA	Up to 5,000 Users	\$20,482.48
AS-SETASPLS-NA	5,001 – 10,000 Users	\$20,482.48
AS-SETASPLS-NA	10,001 – 15,000 Users	\$20,482.48
AS-SETASPLS-NA	15,001 – 20,000 Users	\$20,482.48
AS-SETASPLS-NA	Additional Bands of 5,000 Users	\$0.00

Annual Recurring Charge

		<u>GSA Price</u>
AS-ASPLS-PENA06	Up to 5,000 Users	\$58,480.34
AS-ASPLS-PENA07	5,001 – 10,000 Users	\$75,517.16
AS-ASPLS-PENA08	10,001 – 15,000 Users	\$91,979.71
AS-ASPLS-PENA09	15,001 – 20,000 Users	\$108,633.69
AS-ASPLS-PENA99	Additional Bands of 5,000 Users	\$15,505.43

Initial setup includes:

Includes 50GB storage and 1 Mbps bandwidth

Oracle license included; Blackboard software license is NOT INCLUDED

Blackboard Platinum Package**Non-Recurring Charge-Setup Fee-Setup Fee**

		<u>GSA Price</u>
AS-SETASPPLP-NA	Up to 8,000 Users	\$20,482.48
	Additional Service Unit (AS)	\$0.00

Annual Recurring Charge

		<u>GSA Price</u>
AS-ASPPLP-NA	Up to 8,000 Users	\$140,027.39
AS-ASPADSU-PENA	Additional Service Unit (AS)	\$41,826.36

*AS: 250GB storage space (shared file server) / 20 Mbps bandwidth

*Additional service unit supports up to 7,500 users:

includes 100GB storage and 512 kbps bandwidth (CE/Vista) or 50GB storage & 512 kbps bandwidth (AS)

*Includes T&D System, Staging with a Platinum Project Manager during upgrade periods only
 *Software license NOT INCLUDED

**Blackboard Content Management/Blackboard Content System Hosting
Non-Recurring Charge-Setup Fee**

AS-SETASPCS-NA	All Users	<u>GSA Price</u> \$15,409.71
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Annual Recurring Charge

AS-ASPCS-PENA	All Users	<u>GSA Price</u> \$25,172.39
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Initial setup includes:

*50GB storage (shared file server) / 512 kbps bandwidth
 *Extra storage should be quoted separately
 Note: Bb Content System Hosting requires that the client have already purchased Bb Learning System Hosting or Bb Learning System and Bb Community System Hosting.

**Blackboard Assessment/Academic Suite (including Outcomes)
Non-Recurring Charge-Setup Fee-Setup Fee**

	Up to 5,000 Users	<u>GSA Price</u> \$33,499.38
	Additional Service Unit	\$0.00

Annual Recurring Charge

	Up to 5,000 Users	<u>GSA Price</u> \$135,624.61
	Additional Service Unit	\$39,050.70

Standard discounts available from ASQuotes.

*50GB storage space (shared file server) / 1 Mbps bandwidth; supports up to 5,000 users
 *Additional service unit supports up to 7,500 users, includes 50GB storage and 512 kbps bandwidth

Value-Added MH Services Setup Fees

		<u>GSA Price</u> \$957.13
AS-SETASPTST	Test and Development Environment Includes 9 GB Storage and test server environment – no backup Minimum Commitment: 6 months	
AS-SETASPSTG	Staging Environment Includes: 20 GB Storage, 512 Kbps and production server environment Minimum Commitment: 6 months	\$4,785.63
AS-SETASPSSL	SSL Service	\$0.00
AS-SETASPVPN	VPN Standard Configuration Service	\$1,435.69

Value-Added MH Services Annual Charges

		<u>GSA Price</u> \$478.56
AS-ASPADBW	Additional Bandwidth – in 1 Mbps increments per month	
AS-ASPTEST	Test and Development Environment Includes 9 GB Storage and test server environment – no backup Minimum Commitment: 6 months	\$12,442.63
AS-ASPSTG	Staging Environment Includes: 20 GB Storage, 512 Kbps and production server	\$31,297.99

	environment	
	Minimum Commitment: 6 months	
AS-ASPSSL	SSL Service	\$478.56
AS-ASPVPN	VPN Standard Configuration Service	\$12,442.63
	Data Restoration Fee (after 4 free restoration incidents)	\$765.70
	Data hard backup and shipping	
AS-ASPDBUBAS	- Basic Client	\$478.56
AS-ASPDBUENT	- Enterprise Client	\$957.13
AS-ASPADST-06	Additional Storage - up to 100 GB	\$16,749.69
AS-ASPADST-07	Additional Storage - up to 250 GB	\$23,928.13
AS-ASPADST-08	Additional Storage - up to 500 GB	\$28,713.75
AS-ASPADST-09	Additional Storage - up to 1000 GB (1 TB)	\$37,327.88

Note: All the above Managed Hosting Solutions-Software is sold Separately

GSA Pricing for Blackboard K-12 Managed Hosting Products SIN 132-32

Blackboard Learn (or Blackboard Learn & Community Engagement) Hosting

Non-Recurring Charge-Setup Fee

		<u>GSA Price</u>
AS-SETASPLSA-K201	1000 Active Users	\$10,241.24
AS-SETASPLSA-K201	1500 Active Users	\$10,241.24
AS-SETASPLSA-K201	2000 Active Users	\$10,241.24
AS-SETASPLSA-K201	2500 Active Users	\$10,241.24
AS-SETASPLSA-K202	5000 Active Users	\$20,482.48
AS-SETASPLSA-K202	8000 Active Users	\$20,482.48
AS-SETASPLSA-K202	10000 Active Users	\$20,482.48
AS-SETASPLSA-K202	15000 Active Users	\$20,482.48
AS-SETASPLSA-K202	20000 Active Users	\$20,482.48
AS-SETASPLSA-K202	25000 Active Users	\$20,482.48
AS-SETASPLSA-K202	30000 Active Users	\$20,482.48
AS-SETASPLSA-K202	> 30000 Active Users	\$20,482.48

Annual Recurring Charge

		<u>GSA Price</u>
AS-ASPLSA-K2NA01	1000 Active Users	\$21,056.75
AS-ASPLSA-K2NA02	1500 Active Users	\$28,522.33
AS-ASPLSA-K2NA03	2000 Active Users	\$33,786.51
AS-ASPLSA-K2NA04	2500 Active Users	\$42,209.21
AS-ASPLSA-K2NA05	5000 Active Users	\$45,367.73
AS-ASPLSA-K2NA06	8000 Active Users	\$48,526.24
AS-ASPLSA-K2NA07	10000 Active Users	\$57,044.65
AS-ASPLSA-K2NA08	15000 Active Users	\$81,259.91
AS-ASPLSA-K2NA09	20000 Active Users	\$104,518.05
AS-ASPLSA-K2NA10	25000 Active Users	\$125,574.80
AS-ASPLSA-K2NA11	30000 Active Users	\$147,684.39
AS-ASPLSA-K2NA99	> 30000 Active Users	Custom

Initial setup includes:

*20 GB storage space (shared file server) / 512 kbps bandwidth

*Additional Users: For each band over the 10,000 User Limit includes additional 20 GB storage & 512 kbps bandwidth

Blackboard Content Hosting

Non-Recurring Charge-Setup Fee

		<u>GSA Price</u>
AS-SETASPCS-NA	All Users	\$15,409.71

Annual Recurring Charge

		<u>GSA Price</u>
AS-ASPCS-K2NA	All Users	\$22,971.00

Initial setup includes:

*Storage space and bandwidth sized appropriately per client application usage: contact ASP Service for info

*20GB storage space (shared file server) / 512 kbps bandwidth

*Extra storage should be quoted separately

Note: Bb Content System Hosting requires that the client have already purchased Bb Learning System Hosting or Bb Learning System and Bb Community System Hosting.

Value-Added Services Setup Fees

		<u>GSA Price</u>
AS-SETASPTEST	Test and Development Environment Includes 9 GB Storage and test server environment – no backup Minimum Commitment: 6 months	\$957.13
AS-SETASPSTG	Staging Environment Includes: 20 GB Storage, 512 Kbps and production server environment Minimum Commitment: 6 months	\$4,785.63
AS-SETASPSSL	SSL Service	\$0.00
AS-SETASPVPN	VPN Standard Configuration Service	\$1,435.69

Value-Added Services Annual Charges

		<u>GSA Price</u>
AS-ASPADBW	Additional Bandwidth – in 1 Mbps increments	\$478.56
AS-ASPTEST	Test and Development Environment Includes 9 GB Storage and test server environment – no backup Minimum Commitment: 6 months	\$12,442.63
AS-ASPSTG	Staging Environment Includes: 20 GB Storage, 512 Kbps and production server environment Minimum Commitment: 6 months	\$31,297.99
AS-ASPSSL	SSL Service	\$478.56
AS-ASPVPN	VPN Standard Configuration Service	\$12,442.63
AS-ASPDRF	Data Restoration Fee (after 4 free restoration incidents) (Existing GSA Product) Data hard backup and shipping	\$765.70
AS-ASPDBUBAS	- Basic Client	\$478.56
AS-ASPDBUENT	- Enterprise Client	\$957.13
AS-ASPADST-06	Additional Storage - up to 100 GB	\$16,749.69
AS-ASPADST-07	Additional Storage - up to 250 GB	\$23,928.13
AS-ASPADST-08	Additional Storage - up to 500 GB	\$28,713.75
AS-ASPADST-09	Additional Storage - up to 1000 GB (1 TB)	\$37,327.88

Note: All the above Managed Hosting Solutions-Software are sold Separately

**GSA Pricing for Blackboard Managed Hosting Products SIN 132-32
Business Continuity Service for Locally or ASP Hosted Clients**

Hosted backup environment for any Blackboard Application, including Outcomes System™

Point-in-time database backup and restore capability

Annual disaster recovery simulation test

60 days of production-level service operation once the Business Continuity Service Site is activated

RTO is the time-measured objective to have the Blackboard Business Continuity Service operation up and running from the point in time that Blackboard is made aware of the client's primary Blackboard system failure.

RPO is the objective to minimize the loss of the client's database and file storage content by constantly backing up the client's information no less than the time guaranteed under each RPO service level.

For information on all other service levels (additional user bands, etc.) please consult ASP Services.

		<u>Non-Recurring Charge-Setup Fee GSA Price</u>
AS-SETASPBCLSCS	<u>Locally Hosted Clients:</u>	
AS-ASPBCLOCAL1	Level 1 Service: 12-hr RPO and 24-hr RTO	Custom Pricing
AS-ASPBCLOCAL2	Level 2 Service: 24-hr RPO and 2-day RTO	Custom Pricing
AS-ASPBCLOCAL3	Level 3 Service: 48-hr RPO and 5-day RTO	Custom Pricing
		<u>Non-Recurring Charge-Setup Fee GSA Price</u>
AS-SETASPBC	<u>ASP Hosted Clients:</u>	
AS-ASPBCHOST	12-hr RPO and 24-hr RTO	Custom Pricing
		<u>Annual Recurring Charge-Setup Fee GSA Price</u>
AS-SETASPBCLSCS	<u>Locally Hosted Clients:</u>	
AS-ASPBCLOCAL1	Level 1 Service: 12-hr RPO and 24-hr RTO	Custom Pricing
AS-ASPBCLOCAL2	Level 2 Service: 24-hr RPO and 2-day RTO	Custom Pricing
AS-ASPBCLOCAL3	Level 3 Service: 48-hr RPO and 5-day RTO	Custom Pricing
		<u>Annual Recurring Charge-Setup Fee GSA Price</u>
AS-SETASPBC	<u>ASP Hosted Clients:</u>	
AS-ASPBCHOST	12-hr RPO and 24-hr RTO	Custom Pricing

Prices will vary based on individual environments. Please contact ASP Services.

Note: All the above Managed Hosted Solutions-Software is sold Separately

GSA Pricing for Blackboard Learn Products SIN 132-50**Onsite Training**

		<u>GSA Price</u>
AS-EDUASADMIN	Academic Collab Administration	\$9,762.68
AS-EDUASESSEN	Academic Collab Essentials	\$9,762.68
AS-EDUASWRKSHPS	Acad Collab Admin & Essentials	\$19,142.50
AS-EDULSEDDEV	Course Delivery EDU Development	\$15,314.00
AS-EDULSADMIN	Course Delivery Administration	\$5,455.61
AS-EDULSESSEN	Course Delivery Essentials	\$7,752.71
AS-EDULSWRKSHPS	Couse Deliv ADM & Essentials	\$11,485.50
AS-EDUPSADMIN	Community Engag Administration	\$7,752.71
AS-EDUCSEDDEV	Content Management EDU Development	\$11,485.50
AS-EDUCSADMIN	Content Manage Administration	\$2,871.38
AS-EDUCSESSEN	Content Management Essentials	\$5,455.61
AS-EDUCSWRKSHPS	Content Manage ADM & Essential	\$7,752.71
AS-EDUBASICTOLS	Basic to Enterprise	\$7,752.71
AS-EDUCSCMTYWRK	Course Delivery to Acad Collab	\$11,485.50
AS-EDULSNEW	Whats New in Course Delivery	\$7,752.71
AS-EDUCMTYNEW	Whats New in CMTY Engagement	\$2,871.38
AS-EDUCSNEW	Whats New in Content Management	\$5,455.61
AS-EDUASNEW	Whats New in Academic Collab	\$11,485.50
AS-EDULSCRSE	Designing Exemplary Courses	\$5,455.61
AS-EDUTCHLRN	Using Bb To Enhance Teaching and Learning	\$6,891.30

Online Training

		<u>GSA Price</u>
AS-EDULSADMGUI	Learning Sys Admin Cert GUI	\$957.13
AS-EDULSADMTECH	Learning Sys Admin Cert Tech	\$2,392.81
AS-EDUTLOSTART	AS TLO Getting Started	\$373.28
AS-EDUTLOBUILD	AS TLO Building Courses	\$373.28
AS-EDUTLOENHANC	AS TLO Enhancing Communication	\$373.28
AS-EDUTLOASSESS	AS TLO Assessing Learners	\$373.28
AS-EDUTLOPD	AS TLO Taking Professional Dev Online	\$373.28
AS-EDUTLODESIGN	TLO Designing Engaging Content	\$373.28
AS-EDUTLOMONITOR	TLO Monitoring Student Performance	\$373.28
AS-EDUTLOEVCRS	TLO Evaluating Courses	\$373.28

Regional Training

		<u>Unit Based Pricing</u>	<u>GSA Price</u>
AS-REGNTRN-AZ	Regional Training per Seat Other Location	(/day)	\$311.07
AS-REGNTRN-DC	Regional Training per Seat DC Location	(/day)	\$311.07
AS-REGNTRN-OTH	Regional Training per Seat AZ Location	(/day)	\$311.07
	AS Building Blocks WKSHP 1 Seat	-	\$1,914.25

Certified Trainer Program

		<u>GSA Price</u>
AS-EDULSCERTTRN	Bb Learn Certified Trainer	\$2,871.38

Custom Training

		Unit Based Pricing	GSA Price
	Training - Implementation Planning	-	\$205.78
AS-EDUCONSULT	Training - Consulting Services	-	\$205.78
AS-EDUMATDEV	Training - Materials Develop	-	\$205.78
AS-EDUCOURSEDEV	Training - Custom Course Development	-	\$205.78
AS-TRAINCUSTOM	Training - Custom	(/day)	\$3,445.65
	Training - Travel Expenses	-	\$0.00

Materials Licensing

		GSA Price
AS-MATCSDWTMLIC	CS Matlic PK - Single	\$4,785.63
AS-MATLSDWTMLIC	LS Matlic F2FPK - Single	\$4,785.63
AS-MATLSOLSERIES	LS Mat Online Pkg Series	\$7,657.00
AS-MATLSBUNDLE	LS Materials License - Bundle	\$11,198.36

Course Cartridges

		GSA Price
AS-MATLSORI-01	LS Student Orientation < 500	\$1,914.25
AS-MATLSORI-02	LS Student Orientation 500 - 2K	\$4,785.63
AS-MATLSORI-03	LS Student Orientation 2K - 4K	\$7,657.00
AS-MATLSORI-04	LS Student Orientation 4K-6K	\$10,049.81
AS-MATLSORI-05	LS Student Orientation 6K - 8K	\$12,442.63
AS-MATLSORI-06	LS Student Orientation 8K - 10K	\$14,356.88
AS-MATLSORI-99	LS Student Orientation Additional 2K	\$1,914.25

GSA Pricing for Blackboard K - 12 Learn Training Products SIN 132-50

Onsite Training

		<u>GSA Price</u>
AS-EDUASADMIN-K2	Academic Collab Administration	\$8,135.56
AS-EDUASADMIN-K2	Academic Collab Essentials	\$8,135.56
AS-EDUASWRKSH-K2	Acad Collab Admin & Essentials	\$15,314.00
AS-EDUBASTOLS-K2	Basic to Enterprise	\$6,221.31
AS-EDUCSCMWRK-K2	Course Delivery to Acad Collab	\$10,049.81
AS-EDUPSADMIN-K2	Community Engag Administration	\$6,221.31
AS-EDUCSADMIN-K2	Content Manage Administration	\$2,392.81
AS-EDUCSESSEN-K2	Content Management Essentials	\$4,307.06
AS-EDUCSWRKSH-K2	Content Manage ADM & Essential	\$6,221.31
AS-EDUCSEDDEV-K2	Content Management EDU Development	\$9,092.69
AS-EDULSEDDEV-K2	Course Delivery EDU Development	\$12,442.63
AS-EDULSADMIN-K2	Course Delivery Administration	\$4,307.06
AS-EDULSESSEN-K2	Course Delivery Essentials	\$6,221.31
AS-EDULSWRKSH-K2	Couse Deliv ADM & Essentials	\$9,571.25
AS-EDULSCRSE-K2	Designing Exemplary Courses	\$4,307.06
AS-EDUTCHLRN-K2	Using BB To Enhance Teaching and Learning	\$8,039.85
AS-EDULSNEW-K2	Whats New in Course Delivery	\$6,221.31
AS-EDUCSNEW-K2	Whats New in Content Management	\$4,307.06
AS-EDUASNEW-K2	Whats New in Academic Collab	\$10,049.81
AS-EDUCMTYNEW-K2	Whats New in CMTY Engagement	\$2,392.81

Online Training

		<u>GSA Price</u>
AS-EDULSADMGUI	Learning Sys Admin Cert GUI	\$957.13
AS-EDULSADMTECH	Learning Sys Admin Cert Tech	\$2,392.81
AS-EDUTLOSTART	AS TLO Getting Started	\$373.28
AS-EDUTLOBUILD	AS TLO Building Courses	\$373.28
AS-EDUTLOENHANC	AS TLO Enhancing Communication	\$373.28
AS-EDUTLOASSESS	AS TLO Assessing Learners	\$373.28
AS-EDUTLOPD	AS TLO Taking Professional Dev Online	\$373.28
AS-EDUTLODESIGN	TLO Designing Engaging Content	\$373.28
AS-EDUTLOMONITOR	TLO Monitoring Student Performance	\$373.28
AS-EDUTLOEVCRS	TLO Evaluating Courses	\$373.28

Regional Training

		<u>Unit Based Pricing</u>	<u>GSA Price</u>
AS-REGNTRN-OTH	Regional Training per Seat Other Location	(/day)	\$311.07
AS-REGNTRN-DC	Regional Training per Seat DC Location	(/day)	\$311.07
AS-REGNTRN-AZ	Regional Training per Seat AZ Location	(/day)	\$311.07

Certified Trainer Program

		<u>GSA Price</u>
AS-EDULSCERTTRN	Bb Learn Certified Trainer	\$3,249.44

Custom Training

		<u>Unit Based Pricing</u>	<u>GSA Price</u>
AS-EDUPLANNING	Training - Implementation Planning	-	\$205.78
AS-EDUCONSULT	Training - Consulting Services	-	\$205.78

	Training - Materials Develop	-	\$205.78
AS-EDUCOURSEDEV	Training - Custom Course Development	-	\$205.78
AS-TRAINCUST-K2	Training - Custom	(/day)	\$2,679.95
	Training - Travel Expenses	-	\$0.00

Materials Licensing for K-12 Clients (Bands are based on total number of faculty at school or district)

		<u>GSA Price</u>
AS-MATLS-K201	K12 LS Mat Lic F2FPK < 500	\$1,914.25
AS-MATLS-K202	K12 LS Mat Lic F2FPK 500-2K	\$2,871.38
AS-MATLS-K203	K12 LS Mat Lic F2FPK 2K-5K	\$3,828.50
AS-MATLS-K204	K12 LS Mat Lic F2FPK 5K-10K	\$5,742.75
AS-MATLS-K205	K12 LS Mat Lic F2FPK 10K-15K	\$7,657.00
AS-MATLS-K206	K12 LS Mat Lic F2FPK 15K-20K	\$9,571.25
AS-MATLS-K299	K12 LS Mat Lic F2FPK ADD 5K	\$1,914.25
AS-MATCS-K201	K12 CS Mat Lic PK < 500	\$1,914.25
AS-MATCS-K202	K12 CS Mat Lic PK 500-2K	\$2,871.38
AS-MATCS-K203	K12 CS Mat Lic PK 2K-5K	\$3,828.50
AS-MATCS-K204	K12 CS Mat Lic PK 5K-10K	\$5,742.75
AS-MATCS-K205	K12 CS Mat Lic PK 10K-15K	\$7,657.00
AS-MATCS-K206	K12 CS Mat Lic PK 15K-20K	\$9,571.25
AS-MATCS-K299	K12 CS Mat Lic PK ADD 5K	\$1,914.25
AS-MATLSOLSERIES	LS Mat Online PKG Series	\$7,657.00

Course Cartridges

		<u>GSA Price</u>
AS-MATLSORI-01	LS Student Orientation < 500	\$1,914.25
AS-MATLSORI-02	LS Student Orientation 500 - 2K	\$4,785.63
AS-MATLSORI-03	LS Student Orientation 2K - 4K	\$7,657.00
AS-MATLSORI-04	LS Student Orientation 4K-6K	\$10,049.81
AS-MATLSORI-05	LS Student Orientation 6K - 8K	\$12,442.63
AS-MATLSORI-06	LS Student Orientation 8K - 10K	\$14,356.88
AS-MATLSORI-99	LS Student Orientation Additional 2K	\$1,914.25

GSA Pricing for Blackboard Learn Services SIN 132-51

	GSA Hourly Rate
Blended Standard Hourly Rate	<u>\$229.71</u>
Integration and Customization (ICM) Annual Service Fee	
	GSA Price
Annual Service Fee	<u>TBD</u>

GSA Pricing for Blackboard K-12 Services SIN 132-51

Blackboard Learn Services for the K-12 Market

	GSA Hourly Rate
Blended Standard Hourly Rate	<u>\$205.78</u>

Blackboard Campus Edition™ and Blackboard Learning System™ Vista-Enterprise Services for the K-12 Market- Hourly Rates

	GSA Hourly Rate
Technical Services	<u>\$191.43</u>
Business Consulting/Architecture Services	<u>\$287.14</u>
Project/Engagement Management	<u>\$287.14</u>

Note: Actual rate charged to the client depends on consultants employed on project and time of year that project is delivered. Additional discounts available for projects delivered between Sept. 1 and April 30.

GSA Pricing for Blackboard Transact Software Products SIN 132-32

Blackboard Transaction System™ - Basic Software License w/embedded Oracle -- Higher Education

Transact / Universal Windows Edition

		<u>GSA Price</u>
SW-TRANS-BAS1	up to 1,999 cardholders	\$7,776.64
SW-TRANS-BAS2	2,000-3,999 cardholders	\$19,381.78
SW-TRANS-BAS3	4,000-7,999 cardholders	\$37,667.65

Blackboard Transaction System™ - Basic Software License w/embedded Oracle for POS

Transact / Universal Windows Edition

		<u>GSA Price</u>
SW-TRANSPOS-BAS1-P	up to 999 cardholders	\$4,766.48
SW-TRANSPOS-BAS2-P	1,000-1,999 cardholders	\$5,986.82

Blackboard Transaction System™ - Basic Software License w/embedded Oracle, Universal POS for Unix (Secondary License for Clients Utilizing Universal Edition POS (Point of Sale) in conjunction with continued use of existing Unix Edition License)

Universal/Windows Edition

		<u>GSA Price</u>
SW-UXUVPOS-01-P	up to 1,999 cardholders	\$4,886.12
SW-UXUVPOS-02-P	2,000-3,999 cardholders	\$6,082.53
SW-UXUVPOS-03-P	4,000-7,999 cardholders	9,159.69
SW-UXUVPOS-04-P	8,000-14,999 cardholders	\$12,217.70
SW-UXUVPOS-05-P	15,000-24,999 cardholders	\$15,270.93
SW-UXUVPOS-06-P	25,000+ cardholders	18,324.16

Blackboard Transaction System™ - Basic Software License w/embedded Oracle, Universal Door Access for Unix (Secondary License for Clients Utilizing Universal Edition Door Access in conjunction with continued use of existing Unix Edition License)

Universal/Windows Edition

		<u>GSA Price</u>
SW-UXUVSEC-BAS01-P	up to 1,999 cardholders	\$1,081.55
SW-UXUVSEC-BAS02-P	2,000-3,999 cardholders	\$2,689.52
SW-UXUVSEC-BAS03-P	4,000-7,999 cardholders	\$5,369.47
SW-UXUVSEC-BAS04-P	8,000-14,999 cardholders	\$8,058.99
SW-UXUVSEC-BAS05-P	15,000-24,999 cardholders	\$10,738.94
SW-UXUVSEC-BAS06-P	25,000-49,999 cardholders	\$12,902.05
SW-UXUVSEC-BAS07-P	50,000-74,999 cardholders	\$13,964.45
SW-UXUVSEC-BAS08-P	75,000-99,999 cardholders	\$15,041.22
SW-UXUVSEC-BAS09-P	100,000-124,999 cardholders	\$16,108.41

Blackboard Transaction System™ -Software License -- Higher Education (Embedded Oracle License is not INCLUDED)

Transact / Universal Windows Edition

		<u>GSA Price</u>
SW-TRANS-01-P	up to 1,999 cardholders	\$7,073.15
SW-TRANS-02-P	2,000-3,999 cardholders	\$17,611.10
SW-TRANS-03-P	4,000-7,999 cardholders	\$34,241.15
SW-TRANS-04-P	8,000-14,999 cardholders	\$51,421.54
SW-TRANS-05-P	15,000-24,999 cardholders	\$67,199.75
SW-TRANS-06-P	25,000-49,999 cardholders	\$80,723.92

SW-TRANS-07-P	50,000-74,999 cardholders	\$87,375.94
SW-TRANS-08-P	75,000-99,999 cardholders	\$94,142.82
SW-TRANS-09-P	100,000-124,999 cardholders	\$100,794.83
SW-TRANS-10-P	125,000 - 149,999 cardholders	\$107,561.71
SW-TRANS-11-P	150,000-174,999 cardholders	\$114,213.73

Blackboard Transaction System™ - Software License -- Universal for New Market (Embedded Oracle License is not INCLUDED)

Transact / Universal Windows Edition

		<u>GSA Price</u>
SW-TRANS-01-P	up to 1,999 cardholders	\$7,073.15
SW-TRANS-02-P	2,000 to 3,999 cardholders	\$8,748.12
SW-TRANS-03-P	4,000 to 7,999 cardholders	\$17,180.39
SW-TRANS-04-P	8,000 to 14,999 cardholders	\$25,708.38
SW-TRANS-05-P	15,000 to 24,999 cardholders	\$33,595.09
SW-TRANS-06-P	25,000 to 49,999 cardholders	\$40,361.96
SW-TRANS-07-P	50,000 to 74,999 cardholders	\$43,802.83
SW-TRANS-08-P	75,000 to 99,999 cardholders	\$47,128.84
SW-TRANS-09-P	100,000 to 124,999 cardholders	\$50,684.55

Blackboard Transaction System™ Software License (Embedded Oracle License is not INCLUDED) (Secondary License for Clients that are currently using the Universal Edition POS (Point of Sale) in conjunction with continued use of existing Unix Edition License)

Universal/Windows Edition

		<u>GSA Price</u>
SW-UXUVPOS-01-P	up to 1,999 cardholders	\$4,594.20
SW-UXUVPOS-02-P	2,000-3,999 cardholders	\$5,742.75
SW-UXUVPOS-03-P	4,000-7,999 cardholders	\$8,614.13
SW-UXUVPOS-04-P	8,000-14,999 cardholders	\$11,495.07
SW-UXUVPOS-05-P	15,000-24,999 cardholders	\$14,366.45
SW-UXUVPOS-06-P	25,000+ cardholders	\$17,242.61

Blackboard Facility / Door Access Traditional Software License License (For Clients with processor-based Oracle or Client-provided Oracle)

Transact / Universal Windows Edition

		<u>GSA Price</u>
SW-SEC-01-P	up to 1,999 cardholders	\$8,049.42
SW-SEC-02-P	2,000+ cardholders	\$11,495.07

Blackboard Facility / Door Access Software License w/embedded Oracle for Customer w/BbTS Basic (For Clients who have purchased the Blackboard Transaction System™ Basic Software License)

Transact / Universal Windows Edition

		<u>GSA Price</u>
SW-SEC-BAS01-P	up to 1,999 cardholders	\$8,843.84
SW-SEC-BAS02-P	2,000+ cardholders	\$12,643.62

Blackboard Transaction System™ - Software License -- Higher Education

Unix Edition

		<u>GSA Price</u>
SW-SYSU01-P	up to 1,999 cardholders	\$7,073.15
SW-SYSU02-P	2,000-3,999 cardholders	\$17,611.10
SW-SYSU03-P	4,000-7,999 cardholders	\$34,241.15

SW-SYSU04-P	8,000-14,999 cardholders	\$51,421.54
SW-SYSU05-P	15,000-24,999 cardholders	\$67,199.75
SW-SYSU06-P	25,000-49,999 cardholders	\$80,723.92
SW-SYSU07-P	50,000-74,999 cardholders	\$87,375.94
SW-SYSU08-P	75,000-99,999 cardholders	\$94,142.82
SW-SYSU09-P	100,000-124,999 cardholders	\$100,794.83
SW-SYSU10-P	125,000 - 149,999 cardholders	\$107,561.71
SW-SYSU11-P	150,000-174,999 cardholders	\$114,213.73
SW-SYSU12-P	175,000-199,999 cardholders	\$120,980.60
SW-SYSU13-P	200,000-224,999 cardholders	\$127,737.90
SW-SYSU14-P	225,000-249,999 cardholders	\$134,389.92
SW-SYSU15-P	250,000-274,999 cardholders	\$141,156.80

**Blackboard Transaction System™ -Software License - Unix for
New Market
Unix Edition**

		<u>GSA Price</u>
SW-SYSU01	up to 1,999 cardholders	\$7,073.15
SW-SYSU02	2,000-3,999 cardholders	\$8,748.12
SW-SYSU03	4,000-7,999 cardholders	\$17,180.39
SW-SYSU04	8,000-14,999 cardholders	\$25,708.38
SW-SYSU05	15,000-24,999 cardholders	\$33,595.09
SW-SYSU06	25,000-49,999 cardholders	\$40,361.96
SW-SYSU07	50,000-74,999 cardholders	\$43,802.83
SW-SYSU08	75,000-99,999 cardholders	\$47,128.84
SW-SYSU09	100,000-124,999 cardholders	\$50,684.55

**Blackboard Facility / Door Access Software License License
Unix Edition**

		<u>GSA Price</u>
SW-UX-SEC-P	For all Cardholder bands	\$7,704.86

GSA Pricing for Blackboard Transact Products SIN 132-32**Transaction Integration Agents*****Unix and Universal/Windows Edition***

		GSA Price
SW-B2TIA-BNOBLE1	B2 TIA to Barnes & Noble Bookstore	\$3,302.08
SW-B2TIA-BUDG1	B2 TIA to Budgettext	\$3,302.08
SW-B2TIA-FOLLETT1	B2 TIA to Follett Bookstore	\$3,302.08
SW-B2TIA-MBS1	B2 TIA to Missouri Bookstore	\$3,302.08
SW-B2TIA-NEBR1	B2 TIA to Nebraska Bookstore	\$3,302.08
SW-B2TIA-RATE1	B2 TIA to Ratex Bookstore	\$3,302.08
SW-B2TIA-SEQU1	B2 TIA to Sequoia Bookstore	\$3,302.08
SW-B2TIA-THIR1	B2 TIA to Third Party Systems	\$3,302.08
SW-B2TIA-MCRS97-1	B2 TIA to Micros 9700 System	\$3,302.08
SW-B2TIA-MCRS37-1	B2 TIA to Micros 3700 System	\$3,302.08

Transaction Integration Agents***Unix and Universal/Windows Edition***

		GSA Price
SW-B2TIA-EQUI1	B2 TIA to Equitrac Print Management System	\$3,302.08
SW-B2TIA-GOPR1	B2 TIA to GoPrint	\$3,302.08
SW-B2TIA-ANDT1	B2 TIA to A.N.D. Technologies - Pcounter	\$3,302.08
SW-B2TIA-VNDPRT1	B2 TIA for VendPrint	\$3,302.08
SW-B2TIA-SCBC1	B2 TIA for Showcase Business Center	\$3,302.08
SW-B2TIA-ENV11	B2 TIA to EnvisionWare	\$3,302.08
SW-B2TIA-CMSD1	B2 TIA to CMS Diginet	\$3,302.08
SW-B2TIA-BBPOST1	B2 TIA for Posting Blackboard Transactions	\$3,302.08
SW-B2TIA-CASH1	B2 TIA to Informed Decisions Inc. - CashNET System	\$3,302.08
SW-B2TIA-MCGANN1	B2 TIA to McGann	\$3,302.08
SW-B2TIA-DIGPMT1	B2 TIA to Digital Payment Technologies (parking system)	\$3,302.08
SW-B2TIA-FEDAPD1	B2 TIA 1-3 Federal APD (parking system)	\$3,302.08
SW-B2TIA-PHAROS1	B2 TIA for Pharos Uniprint, OTG and/or SignUp	\$3,302.08
SW-B2TIA-ESUD1	B2 TIA to USA Technologies - eSuds	\$3,302.08
SW-B2TIA-USAGANG	B2 TIA for USA Technologies Gang Controller	\$990.62
SW-B2TIA-RAVE1	B2 TIA for RAVE Wireless TIA	\$3,302.08
SW-B2TIA-GOURMET1	B2 TIA to Gourmet Dining and Bakery	\$3,302.08
SW-B2TIA-ARACPD1	B2 TIA ARAMARK Campus Dish	\$3,302.08
SW-B2TIA-ARACAT	B2 TIA to Catapult(ARAMARK only), (Registers 1-3, one TIA per Register)	\$914.05
SW-B2TIA-ARACAT	B2 TIA to Catapult (ARAMARK only), (Registers 4-9, one TIA per Register)	\$713.06
SW-B2TIA-ARACAT	B2 TIA to Catapult (ARAMARK only), (Registers 10-15, one TIA per Register)	\$607.77
SW-B2TIA-ARACAT	B2 TIA to Catapult (ARAMARK only), (Registers 16-20, one TIA per Register)	\$507.28
SW-B2TIA-ARACAT	B2 TIA to Catapult (ARAMARK only), (Registers 21+, one TIA per Register)	\$406.78
SW-B2TIA-SDXT1	B2 TIA to Sodexho USA - TrakCash Cash Management Software (Registers 1-3, one TIA per Register)	\$914.05
SW-B2TIA-SDXT1	B2 TIA to Sodexho USA - TrakCash Cash Management Software (Registers 4-9, one TIA per Register)	\$713.06
SW-B2TIA-SDXT1	B2 TIA to Sodexho USA - TrakCash Cash Management Software (Registers, 10-15, one TIA per Register)	\$607.77
SW-B2TIA-SDXT1	B2 TIA to Sodexho USA - TrakCash Cash Management Software (Registers, 16-20, one TIA per Register)	\$507.28
SW-B2TIA-SDXT1	B2 TIA to Sodexho USA - TrakCash Cash Management Software (Registers 21+, one TIA per Register)	\$406.78
SW-B2TIA-TCS1	B2 TIA to Total Computing Solutions	\$3,302.08
SW-B2TIA-SECOM1	B2 TIA 1-3 to Secom International, Inc.	\$3,302.08

SW-B2TIA-YELCABLA1	B2 TIA 1-3 to Yellow Cab LA	\$3,302.08
SW-B2TIA-BKLOG1	B2 TIA 1-3 for BOOKLOG CWOFC	\$3,302.08
SW-B2TIA-BOSCOP1	B2 TIA 1-3 for BOSCOPE	\$3,302.08
SW-B2TIA-SEQWR-P	B2 TIA for the Blackboard Wireless Readers	\$3,302.08
SW-B2TIA-SQKIOSK-P	B2 TIA for Sequoia Kiosk	\$3,302.08
SW-B2TIA-SEQU1	B2 TIA to Sequoia Bookstore	\$3,302.08
SW-B2TIA-xxxxxxx	All initial TIA purchases are \$3450. Clients with 4 TIAs or greater will receive a price reduction to \$345 at time of their renewal.	\$330.21

Transaction Integration Agents (Band Pricing):
Unix and Transact/Universal Windows Edition

		<u>GSA Price</u>
SW-INTGRT-BAND1	B2 Integration 1-1,999 Cardholders	\$7,518.47
SW-INTGRT-BAND2	B2 Integration 2,000-3,999 Cardholders	\$7,518.47
SW-INTGRT-BAND3	B2 Integration 4,000-7,999 Cardholders	\$9,022.16
SW-INTGRT-BAND4	B2 Integration 8,000-14,999 Cardholders	\$9,022.16
SW-INTGRT-BAND5	B2 Integration 15,000-24,999 Cardholders	\$10,525.86
SW-INTGRT-BAND6	B2 Integration 25,000-49,999 Cardholders	\$10,525.86
SW-INTGRT-BAND7	B2 Integration 50,000-74,999 Cardholders	\$12,029.55
SW-INTGRT-BAND8	B2 Integration 75,000-99,999 Cardholders	\$12,029.55
SW-INTGRT-BAND9	B2 Integration 100,000-124,999 Cardholders	\$12,029.55
SW-INTGRT-BAND10	B2 Integration 125,000-149,999 Cardholders	\$12,029.55
SW-INTGRT-BAND11	B2 Integration 150,000-174,999 Cardholders	\$12,029.55
SW-INTGRT-BAND12	B2 Integration 175,000-199,999 Cardholders	\$12,029.55
SW-INTGRT-BAND13	B2 Integration 200,000-224,999 Cardholders	\$12,029.55
SW-INTGRT-BAND14	B2 Integration 225,000-249,999 Cardholders	\$12,029.55
SW-INTGRT-BAND15	B2 Integration 250,000-274,999 Cardholders	\$12,029.55

GSA Pricing for Blackboard Transact Services SIN 132-51**Blackboard Data Interface Agents*****Unix and Universal/Windows Edition***

		<u>GSA Price</u>
ICD-DC1	Blackboard Data Integration Agent to Datacard Card Production System	\$3,302.08
ICD-EPISUITE1	Blackboard Data Integration Agent to EpiSuite Card Production System	\$3,302.08
ICD-BEST1	Blackboard Data Integration Agent to Best Access System	\$3,302.08
ICD-HIRSCH1	Blackboard Data Integration Agent to Hirsch Velocity Security Management System	\$3,302.08
ICD-IDMS1	Blackboard Data Integration Agent to VDS IDMS Management	\$3,302.08
ICD-PERSONA1	Blackboard Data Integration Agent to PERSONA Off-line Door Lock System	\$3,302.08
ICD-ONITY1	Blackboard Data Integration Agent to Onity Off-line Door Lock System	\$3,302.08
ICD-SFTCCURE1	Blackboard Data Integration Agent to SW House CCURE Security System	\$3,302.08

Blackboard Data Interface Agents***Unix and Universal/Windows Edition***

		<u>GSA Price</u>
ICD-FX1	Blackboard Data Integration Agent for ASCII File Exchange	\$3,302.08
ICD-EDX1	Blackboard Data Integration Agent for Event-Driven Exchange Change Table	\$3,302.08
ICD-DATATEL1	Blackboard Data Integration Agent for Datatel Student Information System	\$3,302.08
ICD-JENZCX1	Blackboard Data Integration Agent for JenzabarCX (CARS) Student Information System	\$3,302.08
ICD-JENZEX1	Blackboard Data Integration Agent for JenzabarEX (Elite) Student Information System	\$3,302.08
ICD-JENZPX1	Blackboard Data Integration Agent for JenzabarPX (Poise) Student Information System	\$3,302.08
ICD-PSFT1	Blackboard Data Integration Agent for PeopleSoft Student Information System	\$3,302.08
ICD-SCT1	Blackboard Data Integration Agent for SCT Student Information System	\$3,302.08
ICD-SCTPC1	Blackboard Data Integration Agent for SCT PowerCAMPUS Student Information System	\$3,302.08
ICD-APHEL1	Blackboard Data Integration Agent for Aphelion Fitness Management	\$3,302.08
ICD-INNOV1	Blackboard Data Integration Agent for Innovative ILS	\$3,302.08
ICD-RMS1	Blackboard Data Integration Agent for Residential Management System	\$3,302.08
ICD-RS2ACCESS1	Blackboard Data Integration Agent for RS2 Technologies Access It!	\$3,450.00
ICD-ADIRON1	Blackboard Data Integration Agent for Adirondack Solutions	\$3,302.08
ICD-xxxxxxx	All initial DIA purchases are \$3450. Clients with 5 TIAs or greater will receive a price reduction to \$345 at time of their renewal.	\$330.21

GSA Pricing for Blackboard Transact Products SIN 132-32

Blackboard Building Blocks Developer's Network

Universal/Windows Edition & Unix Editions

		<u>GSA Price</u>
TS-BBDA-TIA	Unlimited Annual Membership for Blackboard Building Blocks Academic with Annual licensing for one (1) Transaction Integration Agent to interface with _____ System (first agent)	\$4,785.63
TS-BBDA-TIA	Blackboard Building Block Academic Annual licensing for one (1) Transaction Integration Agent to interface with _____ System (additional agents after the first)	\$1,148.55

Blackboard Building Blocks Developer's Network

Universal/Windows Edition & Unix Edition

		<u>GSA Price</u>
TS-BBDC-TIA	Unlimited Annual Membership for Blackboard Building Blocks Commercial with Annual licensing for one (1) Transaction Integration Agent to interface with _____ System (first agent)	\$7,178.44

GSA Pricing for Blackboard Transact Hardware SIN 132-8

Blackboard Transaction System™ manufactured Hardware Identified for GSA Schedule Use
Universal/Windows & Unix Edition

	Model Name	<u>GSA Price</u>
AT3000	IP-Capable Activity Reader	\$1,507.47
VR-MDBMP	Multi-Protocol Vending Reader	\$1,055.71
VR-MFI	Multi-Functional Interface	\$251.72
CR3000	Copy Machine Reader	\$1,205.98
LC3000	IP-Capable Laundry Reader Supports up to 60 machines Requires at least one LCM20	\$1,507.47
LCM20	Laundry Center Multiplexer Each Multiplexer will support up to 20 machines per room	\$352.22
LE3-PSENCL	Power Supply and Enclosure for LMC20	\$201.00
LCI3010	Wiring Harness for Maytag Machines Maintenance coverage is not available for this item.	\$30.63
LCI3020	Wiring Harness for Speed Queen Machines Maintenance coverage is not available for this item.	\$30.63
LCI3030	Wiring Harness for Whirlpool Machines Maintenance coverage is not available for this item.	\$50.73
SA3032	SA3032 Model Security Reader - Master Controller and Door Controller (SA3032) 32,000 cardholder database capability	\$1,105.48
SA3000DC	Door Controller Only - Universal System only	\$401.99
SA-SM8	Security Multiplexer	\$1,205.98
SE3-CS	Card Slot with No Pin Pad (for SA30xx series)	\$553.22
SE3-CSPP	Card Slot with PIN Pad (for SA30xx series)(includes Mounting Plate)	\$602.99
AC3000US	Payment Headquarters in Location - PHIL (Account Management Center) with US Bill acceptor	\$8,135.56
VE-MTG1	Mounting Plate for Vending Reader	\$20.10
COM-CONFIGKIT	Configuration Kit for Unattended Reader (Maintenance coverage is not available for this item)	\$26.56
COM/IPCONV	IP Converter	\$1,105.48
COM/IPCABLES	IP Converter Kit (cables / adapters)	\$201.00
MF4100-OF	Blackboard MF4100 Multi-Function Reader (for Copy/Laundry/Activity)	\$1,473.97
VR4100-OF	VR-4100 Vending Reader	\$1,052.84
PS4100-OF	Felica POS Reader	\$248.85
SE3-RDR100	Felica Door Access Reader	\$249.81

Blackboard Transaction System™ sole sourced Hardware Identified for GSA Schedule Use

	Model Name	<u>GSA Price</u>
RDR-E-NCR70XRT	NCR RealPOS70XRT with 15" Capacative Touch Display (for v3.5/3.6)	\$3,096.30
RDR-E-NCR70D	NCR RealPOS70 Terminal Model 7402 with Capacative Touchscreen	\$3,096.30
RDR-E-CASH70	Cash Drawer for NCR RealPOS70	\$277.57
RDR-E-TRP97USB	Thermal Receipt Printer for NCR RealPOS70 (NCR 7197 with USB Cable)	\$478.56
RDR-E-PD70	External Patron Display, RealPOS70	\$334.99
RDR-E-NCR7892	NCR RealScan 7892 UPC Scanner	\$957.13

RDR-E-NCR21	NCR RealPOS21 Terminal	\$2,416.74
RDR-E-CASH20	NCR RealPOS20 Compact Cash Drawer w/Insert	\$277.57
RDR-E-CASH70	NCR RealPOS70 Mid-range Cash Drawer w/Insert and Locking Lid	\$277.57
RDR-E-TRP97	NCR 7197 Thermal Receipt Printer (non-USB)	\$526.42
RDR-E-PD21	2x20 VFD Pole Mount Display Kit for NCR RealPOS21	\$334.99
RDR-E-CASH70	Cash Drawer for Axiohm Printer	\$277.57
BWR-MC70	Wireless Handheld Reader MC70, Mag Stripe Reader with Warranty	\$2,741.21
BWR-MC70A	Wireless Handheld Reader MC70 with GPRS Cellular Support, Mag Stripe Reader with Warranty	\$2,880.95
BWR-MC70ZEBPRTR	Zebra MZ220 Bluetooth-Enabled Printer	\$548.43
BWR-MC70CHARGE	Charging/Hot Sync Cradle for MC70	\$216.31
RMS-KSK-PRIM	Primary Kiosk for RMS Kiosk: NCR EasyPoint 42	\$4,963.65
RMS-KSK-SEC	Secondary Kiosk for RMS Kiosk: NCR EasyPoint 42	\$4,577.93
RMS-KSK-PED	Pedestal - Floor Stand Base and UPS (550VA/300w)	\$557.05
RMS-KSK-PRTSS	Self-Service Printer Integrated 4.5" (black cabinet) with 24V power cable	\$1,376.35
RMS-KSK-PSPACE	Pedestal Printer Blank Spacer	\$157.93
RMS-KSK-WMF	Wall Mount Bracket - Fixed	\$71.78
RMS-KSK-WMT	Wall Mount Bracket - Tilt	\$122.51
RMS-KSK-MBRK	Table/Pedestal Mounting Bracket	\$50.73
RMS-KSK-FMK	Flush Table Mount Kit	\$122.51
RDR-E-TRP97	Remote Order Printer - NCR 7197 Series	\$419.61
RMS-COM-PRTIP	Remote Printer Communications Kit - IP	\$576.19
RMS-COM-PRT232	Remote Printer Communications Kit - RS-232	\$14.36

GSA Pricing for Blackboard Transact Hardware Support and Maintenance SIN 132-12
Blackboard Hardware Maintenance Coverage "Silver"

GSA Price

Five percent (5%) of then-current Blackboard Price for Applicable Blackboard Manufactured and Sole Source Hardware

**GSA Pricing for Blackboard Transact Software Support and Maintenance SIN
132-34**

Blackboard Software Maintenance Coverage "Platinum"

GSA Price

Twenty percent (20%) of GSA Software License Price or \$1,750.00, whichever is greater for Blackboard Clients up to 1,999 cardholders (core Blackboard system software)

Twenty percent (20%) of GSA Software License Price for Blackboard Clients that exceed 2,000 cardholders or more (on core Blackboard system software)

Twenty percent (20%) of GSA Software License Price for all applicable Software Modules and Interfaces eligible for Blackboard Platinum-level Coverage

GSA Pricing for Blackboard Bb One Products SIN 132-32

BbOne® Services

Blackboard One Management Fee (Requires 3-Year Commitment)

	<u>GSA Price</u>
Less than 7,500 cardholders	\$2,536.38
7,500 and less than 15,000 cardholders	\$3,062.80
Greater than 15,000 cardholders	\$3,589.22

Per Transaction Fee

	<u>GSA Price</u>
All Cardholder bands	TBD

GSA Pricing for Blackboard Transact Services SIN 132-51**Blackboard Inc.-IT Professional Services for its Commerce Suite (Existing GSA Services)***Transact / Universal Windows Edition & Unix Edition*

	Standard Hourly Rate	GSA Hourly Rate
SC-KICKOFF	Project Kickoff Services	\$181.85
SC-PM	Implementation Management Services	\$181.85
SC-CONFIG	Data Integration and System Configuration	\$181.85
SC-ECOMMERCE	Online Account Module: Operational Readiness Package (Bb Hosted)	\$181.85
SC-RACTIVATE	Complete Reader Activation/Termination	\$181.85
SC-GOLIVE	On-Site System Go-Live Support	\$181.85
SC-CONSULT	Needs Assessment/Integration Planning	\$181.85
SC-ADIBB	B2 Manager/Data Integration Agent Mapping and Configuration	\$181.85
SC-BB1	BbOne Conversion Services	\$181.85
SC-IMAGECONV	Image Services	\$181.85
SC-T-CUSTREMOTE	Custom Remote Assistance	\$181.85
SC-T-CUSTOMSITE	On-Site Custom Training Workshops	\$181.85
SC-TRAVELTIME	Estimated TravelTime	\$181.85
SC-TELSUP1	Remote Telephone Support	\$181.85
SC-TELSUP2	Remote Telephone Support	\$239.28

Blackboard Inc.-IT Professional Services for its Commerce Suite*Transact / Universal Windows Edition Only*

		GSA Hourly Rate
SC-E-APCONFIG	Remote Server Services	\$1,722.83
SC-E-APCONFIG	Configuration Fee for customer-supplied equipment	\$2,871.38
SC-E-APCONFIG	Configuration Fee for customer-supplied equipment	\$4,307.06

GSA Pricing for Blackboard Transact Training Products SIN 132-50

Remote and Onsite Training

Universal/Windows Edition & Unix Edition

		GSA Hourly Rate
SC-T-CUSTOMSITE or SC-CRSL-T-CSITE	On-Site Custom Training Workshops (Unix/Win/Universal)	\$215.35
SC-T-CUSTREMOTE	Remote Custom Training Services -- Professional Services	\$177.07
SC-INSTALL	Hardware Installation Assistance and Training	\$177.07

Note:

Reflected training fees do not include reimbursable travel expenses that are billed at the completion of training. Blackboard will not travel a client site to deliver with less than 2 full days of training to perform. Purchased training expires one (1) year after date of purchase.

GSA Pricing for Blackboard Connect Products SIN 132-32

Blackboard Connect for Government

	<u>GSA Price</u>
Per Unique Address Annually	\$1.91
Annual Support Fee	\$957.13

Blackboard Connect for K-12

	<u>GSA Price</u>
Per Student Annually	\$2.39
Annual Support Fee	\$957.13

Blackboard Connect for Higher Education

	<u>GSA Price</u>
Per Recipient Annually	\$1.91
Annual Support Fee	\$2,392.81

GSA Pricing for Blackboard Xyθος Products SIN 132-32**Enterprise Document Manager 7.0**

	<u>GSA Price</u>
250 Users	\$33,164.38
500 Users	\$47,377.69
1000 Users	\$71,066.53
2500 Users	\$94,755.38
5000 Users	\$142,133.06
10000 Users	\$236,888.44
25000 Users	\$473,776.88
50000 Users	\$710,665.31

***Includes:** Enterprise Document application (single instance), WebFile Server platform (Runtime Edition); One backup and one non-production test instance.

Developer's Studio

	<u>GSA Price</u>
1 User	\$4,307.06

***Includes:** WebFile Server Developer Instance, Xyθος Drive (1 per user), Worxflow Designer (for EDMS, EDM, WFDS Licenses only

Xyθος Drive

	<u>GSA Price</u>
250 Users	\$8,614.13
500 Users	\$12,921.19
1000 Users	\$17,228.25
2500 Users	\$30,149.44
5000 Users	\$43,070.63
10000 Users	\$64,605.94

Records Management Module

	<u>GSA Price</u>
50 Users	\$21,535.31
125 Users	\$43,070.63

Xyθος Filer

	<u>GSA Price</u>
25 Users	\$1,076.77
50 Users	\$2,153.53
100 Users	\$3,876.36
250 Users	\$8,614.13
500 Users	\$12,921.19
1000 Users	\$17,228.25
2500 Users	\$30,149.44
5000 Users	\$43,070.63
10000 Users	\$64,605.94

Ricoh Connectors

	<u>GSA Price</u>
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1 Unit **\$646.06**

* Includes one multiuser scan station license. 10% Discount for single orders greater than 10 units.

Xythos Zimlet

	<u>GSA Price</u>
250 Users	\$4,263.99
500 Users	\$5,685.32
1000 Users	\$8,527.98
2500 Users	\$11,370.65
5000 Users	\$17,055.97
10000 Users	\$28,426.61

*Includes one Zimlet per user license.

Note 1: The right to access the WFS API may be added to Enterprise Document Manager; the cost is 50% of the appropriate size WFS platform license.

Note 2: The cost for an add-on instance of Document Manager, Enterprise Document Manager or WFS (Runtime Edition), is 50% (\$11,964.06) of the appropriate size (number of users on the second instance) license (EDM, DM, WFS) whichever is more.

GSA Pricing for Blackboard Xythos Products SIN 132-32

Enterprise Document Manager Suite 7.0

	<u>GSA Price</u>
250 Users	\$37,902.15
500 Users	\$52,641.88
1000 Users	\$80,015.65
2500 Users	\$105,283.75
5000 Users	\$157,925.63
7500 Users	\$210,567.50
10000 Users	\$263,209.38
15000 Users	\$357,964.75
25000 Users	\$526,418.75
50000 Users	\$789,628.13

***Includes:** Enterprise Document Manager application (single instance); WebFile Server platform (full API access); Xythos Drive (1 per user); Xythos Filer (1 for every 10 users); Full-text Search Filters; One backup and one non-production test instance

Webfile Development Suite 7.0

	<u>GSA Price</u>
250 Users	\$28,426.61
500 Users	\$40,271.03
1000 Users	\$61,590.99
2500 Users	\$80,542.07
5000 Users	\$118,444.22
7500 Users	\$165,821.91
10000 Users	\$213,199.59
15000 Users	\$284,266.13
25000 Users	\$402,710.34
50000 Users	\$592,221.09

***Includes:** WebFile Server platform (full API access); Xythos Drive (1 per user); Developer Studio (for 1 user); Full-text Search Filters; One backup and one non-production test instance

GSA Pricing for Blackboard Mobile Products SIN 132-32***MobilEdu***

	GSA Price
1 - 500 Users	\$14,356.88
501 - 1000 Users	\$21,056.75
1001 - 2000 Users	\$27,756.63
2001 - 4000 Users	\$34,456.50
4001 - 8000 Users	\$41,156.38
8001 - 15000 Users	\$47,856.25
15001 - 25000 Users	\$54,556.13
25001 - 50000 Users	\$61,256.00
Additional bands of 25000 users	\$67,955.88
	GSA Price
One Time Setup Fee	\$7,178.44

GSA Pricing for Blackboard Mobile Products SIN 132-32***MobilEdu K-12***

	GSA Price
1 – 500 Users	\$11,485.50
501 – 2,000 Users	\$13,399.75
2,001 – 5,000 Users	\$16,271.13
5,001 – 10,000 Users	\$19,142.50
10,001 – 15,000 Users	\$22,971.00
15,001 – 20,000 Users	\$26,799.50
21,001 – 25,000 Users	\$30,628.00
25,001 – 30,000 Users	\$34,456.50
30,001 - 35,000 Users	\$38,285.00
35,001 - 40,000 Users	\$42,113.50
40,001 - 45,000 Users	\$45,942.00
45,001 - 50,000 Users	\$49,770.50
Additional bands of 5,000 Students	\$3,828.50
	GSA Price
One Time Setup Fee	\$4,785.63