

● Blackboard Learn™
BETA/PDP/EVALUATION SOFTWARE LICENSE AGREEMENT
Program Year(s): 2009 and 2010

THIS AGREEMENT, made this 16 day of September, 2009, ("Effective Date") by and between Blackboard Inc., 650 Massachusetts Avenue, NW, Suite 800, Washington, DC 20001 ("Blackboard") and

The Regents of The University of New Mexico ("Licensee"), having an address at _____

This Agreement is the complete and exclusive statement of the terms and conditions regarding Licensee's use of a current pre-release, beta version of Blackboard's web-enabled e-education platform known as the Blackboard Learn™ - Enterprise License; If applicable, additionally any of the following for which Licensee is a licensed customer: the Blackboard Community System, Blackboard Content System and/or Blackboard Outcomes System; and applicable online documentation, the beta version of which is first released during a Program Year (collectively "Software").

IF PARTICIPATING IN BETA PROGRAM:

1. **LICENSE GRANT.** Subject to the terms and conditions of this Agreement, Blackboard grants Licensee a non-exclusive, non-transferable license to operate and use the Software after notification of availability by Blackboard and provision of access to a non-production pre-release software, on a single server at a facility owned by or under the exclusive control of Licensee or on the Blackboard hosted server ("Licensee Site", with Hosted Site, the "Sites"), solely for purposes of testing the Software and evaluating the Software's ability to enable instructor's of Licensee to create and deliver courses of instruction and other instructional content over the World Wide Web or intranet in connection with Licensee's instructional activities.

IF PARTICIPATING IN PDP (PRODUCT DEVELOPMENT PARTNERSHIP) PROGRAM:

1. **LICENSE GRANT.** Subject to the terms and conditions of this Agreement, Blackboard grants Licensee a non-exclusive, non-transferable license to operate and use the Software after provision of access to a copy of non-production pre-release software, on the Blackboard hosted server ("Site"), solely for purposes of testing certain functionality of the Software.

IF PARTICIPATING IN EVALUATION PROGRAM:

1. **LICENSE GRANT.** Subject to the terms and conditions of this Agreement, Blackboard grants Licensee a non-exclusive, non-transferable license to operate and use the Software after notification of availability by Blackboard and provision of access to a non-production pre-release software on the Blackboard hosted server ("Licensee Site", with Hosted Site, the "Sites"), solely for the purpose of evaluating the Software's ability to enable instructor's of Licensee to create and deliver courses of instruction and other instructional content over the World Wide Web or intranet in connection with Licensee's instructional activities.

2. **OWNERSHIP.** The Software is and shall remain the sole and exclusive property of Blackboard. Licensee may not copy the Software, in whole or in part, except to a server as provided above. Licensee may not modify, create derivative works based on, loan, rent, lease, give, sublicense, transfer, publish, disclose, display, reverse engineer, decompile, translate, adapt, or disassemble the Software or otherwise make available the Software, in whole or in part, to any other person or entity without the express written consent of Blackboard. If Licensee received the Software on CD-ROM, the Licensee may use the original copy of the Software for backup and archival purposes. Licensee may not remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on the Software. Licensee acknowledges that Blackboard shall be entitled to equitable relief, including preliminary and permanent injunctive relief, in addition to other legal remedies, in the event that you breach either this Section or Section 1 above.

3. **TRADEMARKS.** By signing this Agreement, Licensee grants to Blackboard the limited right to use its name, logo and/or other marks for the sole purpose of listing it as a customer of Blackboard or a beta user of the Software in Blackboard's promotional materials. Blackboard agrees to discontinue such use within 14 days of Licensee's written request.

4. **CONFIDENTIALITY.** Licensee will maintain the confidentiality of the Software, its functionality, Licensee's experiences with the Software and use of the Software as Confidential Information. Blackboard will maintain the confidentiality of all institutional and end-user data as Confidential Information. The term "Confidential Information" shall mean any and all information which is disclosed by either party to the other verbally, electronically, visually, or in a written or other tangible form which is either identified by the disclosing party ("Discloser") as confidential or proprietary or should be reasonably understood to be confidential or proprietary. The party receiving the Confidential Information ("Recipient") shall keep Confidential Information in strict confidence and shall not disclose it to any third party, nor use such Confidential Information for any reason not directly related to the beta program for the Software. Recipient's internal disclosure of Confidential Information shall be only to those employees or agents having a need to know such information in connection with this Agreement and only insofar as such persons are bound by a nondisclosure agreement consistent with this Agreement. Recipient shall promptly notify Discloser of any unauthorized disclosure or use of Confidential Information by any person. Recipient shall not reverse engineer, decompile, copy or export any Confidential Information. The parties acknowledge that, except as provided below, any ideas developed during the discussions with Blackboard hereunder is being created at the insistence of Blackboard and shall be deemed "work made for hire" under the United States copyright law ("Work Product") and Blackboard is to be the "author" within the meaning of such copyright law for all purposes. To the extent necessary, and at Blackboard's expense, the parties shall execute any documents required to procure Blackboard's interest in such work. To the extent that any such ideas do not qualify as works-made-for-hire, Licensee hereby grants to Blackboard a fully-paid up, worldwide, irrevocable license to use, distribute, modify, sell, make, import, display, perform or market for any purpose such ideas. The obligations under this Section 4 shall continue for a period of five (5) years from the date of disclosure.

5.A. BETA PROGRAM. During the beta test program for a beta release of Software ("Beta Program"), Licensee will (i) install the Software as indicated and actively use the Software to assist Blackboard in its product review process, (ii) allow Blackboard to visit the Site when and as reasonably requested for testing and maintenance; (iii) provide troubleshooting, debugging, and maintenance assistance according to Blackboard's reasonable request and instructions; (iv) record all problems (including software errors, failures, nonconforming results, and unexpected performances) and any comments regarding the Software and forward this to Blackboard's contract administrator on a weekly basis or more often as reasonably requested by Blackboard; (v) forward one written critique of the Software within two (2) weeks following the request of Blackboard; and (vi) provide Blackboard such further documentation and assistance as may be reasonably required by Blackboard. Blackboard, in its sole discretion, may offer third party products and/or discounts on its products and/or services or to each of the participants in the Beta Program, including Licensee, subject to Licensee's acceptance of Blackboard and/or the third party's then-current terms and conditions. If required to resolve any technical issues which arise with the Licensee's installation of the Software, Licensee agrees to provide administrative back end access to the Software and/or related or integrated components to the extent needed to troubleshoot such issues.

5.B. PDP PROGRAM. During the Product Development Partnership program for a future release of Software ("PDP Program"), Licensee will (i) actively use the Software to assist Blackboard in its product review process, (ii) record all problems (including software errors, failures, nonconforming results, and unexpected performances) and any comments regarding the Software and forward this to Blackboard on a weekly basis or more often as reasonably requested by Blackboard; (iii) forward one written critique of the Software within two (2) weeks following the request of Blackboard; and (iv) provide Blackboard such further documentation and assistance as may be reasonably required by Blackboard.

5.C. EVAL PROGRAM. During the Evaluation program for a beta release of Software ("Evaluation Program"), Licensee will (i) access and actively use the Software to assist Blackboard in its product review process, (ii) allow Blackboard to visit the Site when and as reasonably requested for testing and maintenance; (iii) provide troubleshooting, debugging, and maintenance assistance according to Blackboard's reasonable request and instructions; (iv) record all problems (including software errors, failures, nonconforming results, and unexpected performances) and any comments regarding the Software and forward this to Blackboard's contract administrator on a weekly basis or more often as reasonably requested by Blackboard; (v) forward one written critique of the Software within two (2) weeks following the request of Blackboard; and (vi) provide Blackboard such further documentation and assistance as may be reasonably required by Blackboard. Blackboard, in its sole discretion, may offer third party products and/or discounts on its products and/or services or to each of the participants in the Evaluation Program, including Licensee, subject to Licensee's acceptance of Blackboard and/or the third party's then-current terms and conditions. If required to resolve any technical issues which arise with the Licensee's installation of the Software, Licensee agrees to provide administrative back end access to the Software and/or related or integrated components to the extent needed to troubleshoot such issues.

6. TERM; TERMINATION. This Agreement shall terminate at the end of the last Program Year indicated above. The limited license granted herein with respect to any Beta Program is effective from the Effective Date until the earlier of (i) public release by Blackboard of the version of the Software product not in beta release or (ii) Blackboard provides thirty (30) days prior notice to Licensee to cease its use of the Software. If Licensee and Blackboard are parties to an existing annual maintenance and support agreement for Blackboard Learn™ software, Blackboard will provide the non-beta version of the Software to Licensee under the terms and conditions of such agreement. If Licensee does not have an existing annual support agreement for Blackboard Learn™, Licensee may obtain the non-beta version of the Software by purchasing an annual license at Blackboard's then prevailing rate, including any discounts offered to participants in the Beta Program. Upon termination of this Agreement, provided that Licensee is not currently obligated under an annual support agreement entitling it to utilize a non-beta release version of Blackboard Learn™, Licensee must remove the software from its server. The provisions of Sections 6, 7, 8, 10 and 11 shall survive the termination of this Agreement. Termination of this 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 this Agreement prior to or subsequent to such termination, except as expressly provided herein.

7. DISCLAIMER. THE SOFTWARE IS NOT A FULLY TESTED PRODUCT OFFERING, AND HAS NOT BEEN COMPLETED ACCORDING TO BLACKBOARD'S NORMAL DEVELOPMENT PROCEDURES. LICENSEE'S USE OF THE SOFTWARE IS AT LICENSEE'S SOLE RISK; THE SOFTWARE MAY CONTAIN SOFTWARE ERRORS OR OTHER DEFECTS, FAIL TO COMPLY WITH APPLICABLE SPECIFICATIONS, OR PRODUCE UNINTENDED OR ERRONEOUS RESULTS. LICENSEE ACCEPTS THE SOFTWARE "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. LICENSEE ASSUMES THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION MAY NOT APPLY TO LICENSEE. If Licensee receives a claim that the use of the Software infringes a patent, copyright or other intellectual property right, you must promptly notify Blackboard in writing. Blackboard, at its own expense and option, will (i) defend and settle such claim, (ii) procure you the right to use the Software, or (iii) modify or replace the Software to avoid infringement. In the event Blackboard exercises option (i) above, it shall have the sole and exclusive authority to defend and/or settle any such claim or action, provided that Blackboard will keep you informed of, and will consult with any independent attorneys appointed by you, at your own expense, regarding the progress of such litigation. These are the sole and exclusive remedies for any and all claims Licensee may have against Blackboard arising out of or in connection with the Software, whether made or suffered by you or another person and whether based in contract or tort. Licensee acknowledges that these disclaimers or warranty permit Blackboard to provide the Software at a lower cost than it otherwise could, and such disclaimers of warranty are reasonable.

8. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BLACKBOARD OR ANY OF ITS SUPPLIERS BE LIABLE OR RESPONSIBLE FOR ANY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR

DATA, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS SOFTWARE, THE LICENSE OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, EVEN IF BLACKBOARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. U.S. GOVERNMENT RESTRICTED RIGHTS. The Software is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Blackboard International, L.P., c/o. Blackboard Inc., 650 Massachusetts Avenue, Eighth Floor, Washington, DC 20001. All rights not specifically granted in this statement are reserved by Blackboard.

10. EXPORT. Licensee will not export or allow the export or re-export the Software, any components thereof or any other information or materials of Blackboard without the consent of Blackboard and compliance with all export laws and regulations of the U.S. Department of Commerce and all other U.S. agencies and authorities, and, if applicable, relevant foreign laws and regulations.

11. GOVERNING LAW AND INTERPRETATION. In enforcing, interpreting and for all other purposes, this Agreement will be governed by the substantive laws of the State of New York. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced in a federal court in the District of Columbia. If a court determines any remedy provided to Licensee under this Agreement has failed of its essential purpose, the limitations of liability and exclusion of damages and warranties above shall not be affected and remain in full force and effect. Licensee acknowledges and agrees that the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. No modification, course of conduct, amendment, supplement to or waiver of this Agreement shall be binding unless made in writing and signed by both parties. At no time shall any failure or delay by either party in enforcing any provisions, exercising any option, or requiring performance of any provisions, be construed to be a waiver, continuing waiver of that or any other term or condition of this Agreement. If any provisions of this Agreement are held invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect. This Agreement is the entire agreement between the parties, supersedes all prior agreements relating to the subject matter hereof, and may only be amended by a writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

BLACKBOARD INC.

Signature
Debbie Miller Shehan
Assistant General Counsel

Print Name and Title

Date:

LICENSEE

Signature
Jeff Gilmore, SR. Contract Specialist

Print Name and Title

Date: 9/16/09

Blackboard Learn™
BETA/PDP/EVALUATION SOFTWARE SCHEDULE
Program Year(s): 2011 and 2012

This Blackboard BETA/PDP/EVALUATION Software Schedule ("Schedule") is made as of the last date indicated below, by and between Blackboard and University of New Mexico ("Customer") and is an addendum to the Blackboard License And Services Agreement between Blackboard and Customer, which includes, without limitation, the Master Terms and other Schedules incorporated therein. Capitalized terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the Master Terms. In consideration of the foregoing promises, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

This Software Schedule is the complete and exclusive statement of the terms and conditions regarding Customer's use of a current pre-release, beta version of Blackboard's web-enabled e-education platform known as the Blackboard Learn™ - Enterprise License; if applicable, additionally any of the following for which Customer is a licensed customer: the Blackboard Community System, Blackboard Content System and/or Blackboard Outcomes System; and applicable online documentation, the beta version of which is first released during a Program Year (collectively "Software").

IF PARTICIPATING IN BETA PROGRAM:

1. LICENSE GRANT. Subject to the terms and conditions of this Agreement, Blackboard grants Customer a non-exclusive, non-transferable license to operate and use the Software after notification of availability by Blackboard and provision of access to a non-production pre-release software, on a single server at a facility owned by or under the exclusive control of Customer or on the Blackboard hosted server ("Customer Site", with Hosted Site, the "Sites"), solely for purposes of testing the Software and evaluating the Software's ability to enable Instructor's of Customer to create and deliver courses of instruction and other instructional content over the World Wide Web or Intranet in connection with Customer's instructional activities.

IF PARTICIPATING IN PDP (PRODUCT DEVELOPMENT PARTNERSHIP) PROGRAM:

1. LICENSE GRANT. Subject to the terms and conditions of this Agreement, Blackboard grants Customer a non-exclusive, non-transferable license to operate and use the Software after provision of access to a copy of non-production pre-release software, on the Blackboard hosted server ("Site"), solely for purposes of testing certain functionality of the Software.

IF PARTICIPATING IN EVALUATION PROGRAM:

1. LICENSE GRANT. Subject to the terms and conditions of this Agreement, Blackboard grants Customer a non-exclusive, non-transferable license to operate and use the Software after notification of availability by Blackboard and provision of access to a non-production pre-release software on the Blackboard hosted server ("Customer Site", with Hosted Site, the "Sites"), solely for the purpose of evaluating the Software's ability to enable Instructor's of Customer to create and deliver courses of instruction and other instructional content over the World Wide Web or Intranet in connection with Customer's instructional activities.

2. OWNERSHIP. The Software is and shall remain the sole and exclusive property of Blackboard. Customer may not copy the Software, in whole or in part, except to a server as provided above. Customer may not modify, create derivative works based on, loan, rent, lease, give, sublicense, transfer, publish, disclose, display, reverse engineer, decompile, translate, adapt, or disassemble the Software or otherwise make available the Software, in whole or in part, to any other person or entity without the express written consent of Blackboard. If Customer received the Software on CD-ROM, the Customer may use the original copy of the Software for backup and archival purposes. Customer may not remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on the Software. Customer acknowledges that Blackboard shall be entitled to equitable relief, including preliminary and permanent injunctive relief, in addition to other legal remedies, in the event that you breach either this Section or Section 1 above.

3. TRADEMARKS. By signing this Agreement, Customer grants to Blackboard the limited right to use its name, logo and/or other marks for the sole purpose of listing it as a customer of Blackboard or a beta user of the Software in Blackboard's promotional materials. Blackboard agrees to discontinue such use within 14 days of Customer's written request.

4.A. BETA PROGRAM. During the beta test program for a beta release of Software ("Beta Program"), Customer will (i) install the Software as indicated and actively use the Software to assist Blackboard in its product review process, (ii) allow Blackboard to visit the Site when and as reasonably requested for testing and maintenance; (iii) provide troubleshooting, debugging, and maintenance assistance according to Blackboard's reasonable request and instructions; (iv) record all problems (including software errors, failures, nonconforming results, and unexpected performances) and any comments regarding the Software and forward this to Blackboard's contract administrator on a weekly basis or more often as reasonably requested by Blackboard; (v) forward one written critique of the Software within two (2) weeks following the request of Blackboard; and (vi) provide Blackboard such further documentation and assistance as may be reasonably required by Blackboard. Blackboard, in its sole discretion, may offer third party products and/or discounts on its products and/or services to each of the participants in the Beta Program, including Customer, subject to Customer's acceptance of Blackboard and/or the third party's then-current terms and conditions. If required to resolve any technical issues which arise with the Customer's installation of the Software, Customer agrees to provide administrative back end access to the Software and/or related or integrated components to the extent needed to troubleshoot such issues.

4.B. PDP PROGRAM. During the Product Development Partnership program for a future release of Software ("PDP Program"), Customer will (i) actively use the Software to assist Blackboard in its product review process, (ii) record all problems (including software errors, failures, nonconforming results, and unexpected performances) and any comments regarding the Software and forward this to Blackboard on a weekly basis or more often as reasonably requested by Blackboard; (iii) forward one written critique of the Software within two (2) weeks following the request of Blackboard; and (iv) provide Blackboard such further documentation and assistance as may be reasonably required by Blackboard.

2010 Blackboard Proprietary and Confidential TEF

4.C. EVAL PROGRAM. During the Evaluation program for a beta release of Software ("Evaluation Program"), Customer will (i) access and actively use the Software to assist Blackboard in its product review process; (ii) allow Blackboard to visit the Site when and as reasonably requested for testing and maintenance; (iii) provide troubleshooting, debugging, and maintenance assistance according to Blackboard's reasonable request and instructions; (iv) record all problems (including software errors, failures, nonconforming results, and unexpected performances) and any comments regarding the Software and forward this to Blackboard's contract administrator on a weekly basis or more often as reasonably requested by Blackboard; (v) forward one written critique of the Software within two (2) weeks following the request of Blackboard; and (vi) provide Blackboard such further documentation and assistance as may be reasonably required by Blackboard. Blackboard, in its sole discretion, may offer third party products and/or discounts on its products and/or services or to each of the participants in the Evaluation Program, including Customer, subject to Customer's acceptance of Blackboard and/or the third party's then-current terms and conditions. If required to resolve any technical issues which arise with the Customer's installation of the Software, Customer agrees to provide administrative back end access to the Software and/or related or integrated components to the extent needed to troubleshoot such issues.

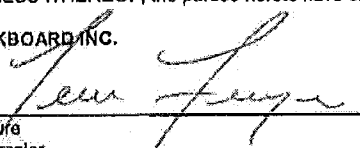
5. TERM; TERMINATION. This Agreement shall terminate at the end of the last Program Year indicated above. The limited license granted herein with respect to any Beta Program is effective from the Effective Date until the earlier of (i) public release by Blackboard of the version of the Software product not in beta release or (ii) Blackboard provides thirty (30) days prior notice to Customer to cease its use of the Software. If Customer and Blackboard are parties to an existing annual maintenance and support agreement for Blackboard Learn™ software, Blackboard will provide the non-beta version of the Software to Customer under the terms and conditions of such agreement. If Customer does not have an existing annual support agreement for Blackboard Learn™, Customer may obtain the non-beta version of the Software by purchasing an annual license at Blackboard's then prevailing rate, including any discounts offered to participants in the Beta Program. Upon termination of this Agreement, provided that Customer is not currently obligated under an annual support agreement entitling it to utilize a non-beta release version of Blackboard Learn™, Customer must remove the software from its server. The provisions of Sections 6, 6, and 7, shall survive the termination of this Agreement. Termination of this 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 this Agreement prior to or subsequent to such termination, except as expressly provided herein.

6. DISCLAIMER. THE SOFTWARE IS NOT A FULLY TESTED PRODUCT OFFERING, AND HAS NOT BEEN COMPLETED ACCORDING TO BLACKBOARD'S NORMAL DEVELOPMENT PROCEDURES. CUSTOMER'S USE OF THE SOFTWARE IS AT CUSTOMER'S SOLE RISK. THE SOFTWARE MAY CONTAIN SOFTWARE ERRORS OR OTHER DEFECTS OR MAY FAIL TO COMPLY WITH APPLICABLE SPECIFICATIONS, OR PRODUCE UNINTENDED OR ERRONEOUS RESULTS. CUSTOMER ACCEPTS THE SOFTWARE "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ASSUMES THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION MAY NOT APPLY TO CUSTOMER.

7. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BLACKBOARD OR ANY OF ITS SUPPLIERS BE LIABLE OR RESPONSIBLE FOR ANY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR DATA, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS SOFTWARE, THE LICENSE OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, EVEN IF BLACKBOARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.


BLACKBOARD INC.


Signature
Tess Krazier
Vice President - Contracts

Print Name and Title

Date: 11/20/11

CUSTOMER - The Regents of the University
of New Mexico

39 
Signature

Jeff Gilman, SR Contracts
Print Name and Title

Date: 11/21/2011

R0164236

P0136420

VOID IF EXECUTED AFTER: September 30, 2015
CUSTOMER: University of New Mexico

Blackboard

This Blackboard Order Form ("Order Form") by and between Blackboard (as defined below) and University of New Mexico ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form shall become effective on the Effective Date. This Order Form shall become effective on the Effective Date. This Order Form, together with the Blackboard Master Agreement dated December 9, 2011 and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary. Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Blackboard to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Product and Pricing Summary

| Qty | Product Name | Product or Service Description | Renewal Term Fee (9/1/2015-8/31/2016) |
|-----|---|--|--|
| 1 | Bb Collaborate Web Conferencing 15001-25000 (FTE) | Blackboard currently offers with the sale and renewal of this product, 50 GB of storage for standard recordings and pre-load storage, 50GB of storage for MP4 recording conversion, and 10,000 annual MP4 views/downloads. ~ 15001-25000 | \$45,360.00 |

DESIGNATED SERVER SITE: Hosted by Blackboard Inc.

B. Term

1. Renewal Term: Unless otherwise specified in the Product or Service Description above, the Renewal Term shall be from September 1, 2015 through August 31, 2016.
2. Effective Date: September 1, 2015.

C. Payment Terms

1. All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars (\$) are United States currency.
2. Customer shall be invoiced for amounts due in respect of the first year of the Renewal Term upon execution of this Order Form.
3. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

D. Special Provisions

1. All terms and conditions set forth in the Blackboard Collaborate Schedule dated September 10, 2013 shall be incorporated herein.

| |
|------------------------------------|
| Customer: University of New Mexico |
| <i>Angela A. Prieb</i> |
| Signature |
| Angela A. Prieb |
| Name (printed) |
| Contracts Specialist |
| Title (printed) |
| Date |
| 8/18/15 |

| |
|---------------------------|
| Blackboard ("Blackboard") |
| <i>Tess Frazier</i> |
| Signature |
| TESS FRAZIER |
| Name (printed) |
| VICE PRESIDENT |
| Title (printed) |
| Date |
| 8-18-2015 |

10351090

INVOICE



Blackboard

Blackboard Inc.
 1899 L Street NW, 5th Floor
 Washington, DC 20036 USA
 Phone: (202) 463-4860, Fax (202) 466-3558
 FEIN (USA): 52-2081178
 GST/HST registered in Canada: 86533 4619 RT0001
 PST registered in British Columbia, Canada

MAKE CHECK PAYABLE TO:

Blackboard Inc.
 P.O. Box 200154
 Pittsburgh, PA 15251-0154

*Please ensure payments are made payable to Blackboard Inc.
 Failure to comply with this request may result in returned payment.*

Bill To

Accounts Payable
 Board of Regents of the University of New Mexico
 PO Box 4548
 Albuquerque NM 87196 USA

Invoice Date

7/25/2007

Invoice Number

CRM2001012344

Customer PO

P0059174

Customer #

100413

Payment Terms

NET 30

| Qty | UofM | Item Number | Description | List Price | Discount | Net Price |
|------|------|-------------|--|------------|----------|-----------|
| 1.00 | YR | CT/VSPSTRNL | VISTA ENTP PERP COMBIN SPT RNW 7/1/2007 - 6/30/2008 | 80,784.00 | 0.00 | 80,784.00 |

RECEIVED
 JUL 30 2007
 ACCOUNTS PAYABLE

V#101280301

Subtotal 80,784.00
 Discount 0.00
 Freight 0.00
 Sales Tax 0.00

Total Invoice Amount \$80,784.00

Please list entire invoice number on payment remittance to ensure proper application of payment.

ID497466

INVOICE



Blackboard

Blackboard Inc.
Corporate Headquarters
650 Massachusetts Avenue NW, 6th Floor
Washington, DC 20001
USA
Phone: (800) 424-9299, ext. 2974
Fax: (202) 466-3558
FEIN (USA): 52-2081178

Invoice Date: 12/24/2008
Invoice: 1013035
Customer No: 100413
Payment Terms: Net 30
Due Date: 01/23/2009

Board of Regents of the University of Ne
Accounts Payable
PO Box 4548
Albuquerque, NM 87196-4548
United States

Please Remit Payments To:

CHECKS:

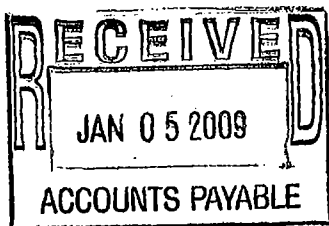
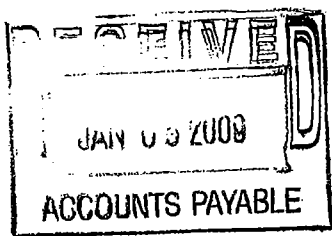
Blackboard Inc.
P.O. Box 200154
Pittsburgh, PA 15251-0154
United States

WIRES:

Silicon Valley Bank
3003 Tasman Dr.
Santa Clara, CA 95054 USA
Blackboard Inc.
ABA#: 121140399
SWIFT CODE: SVBKUS6S
Account Number: 3300605682

| Quantity | UOM | Product Code PO Number | Description | Net Amount |
|----------|-----|-----------------------------|---|------------|
| 1.00 | EA | AS-EDUPORTFWEBX PO079756 | CE/VISTA OL EXPL PTFOLIO WEBEX 01/01/2009 - 01/01/2009 | 1,600.00 |

Subtotal: 1,600.00
Sales Tax: 0.00
AMOUNT DUE: 1,600.00 USD



V#101280301

Please ensure checks are made payable to Blackboard Inc. and list entire invoice number on remittance to ensure proper application of payment. Failure to comply with this request may result in returned payment.

Proprietary and Confidential

ID491469

INVOICE



Blackboard

Blackboard Inc.
Corporate Headquarters
650 Massachusetts Avenue NW, 6th Floor
Washington, DC 20001
USA
Phone: (800) 424-9299, ext. 2974
Fax: (202) 466-3558
FEIN (USA): 52-2081178

Invoice Date: 12/24/2008
Invoice: 1013036
Customer No: 100413
Payment Terms: Net 30
Due Date: 01/23/2009

Board of Regents of the University of New Mexico
Accounts Payable
PO Box 4548
Albuquerque, NM 87196-4548
United States

Please Remit Payments To:

CHECKS:

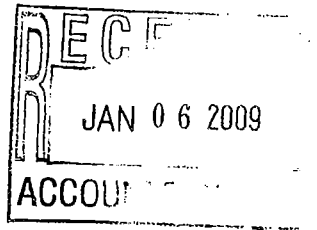
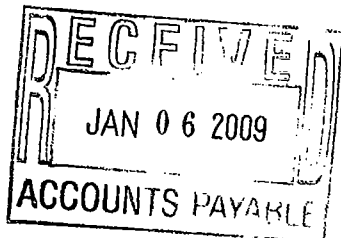
Blackboard Inc.
P.O. Box 200154
Pittsburgh, PA 15251-0154
United States

WIRES:

Silicon Valley Bank
3003 Tasman Dr.
Santa Clara, CA 95054 USA
Blackboard Inc.
ABA #: 121140399
SWIFT CODE: SVBKUS6S
Account Number: 3300605682

| Quantity | UOM | Product Code PO Number | Description | Net Amount |
|----------|-----|---------------------------|--|------------|
| 1.00 | YR | AS-PF-HENA05 PO079756 | PORTFOLIO SYS HENA 15-25K 01/01/2009 - 12/31/2009 | 10,000.00 |

Subtotal: 10,000.00
Sales Tax: 0.00
AMOUNT DUE: 10,000.00 USD



V# 101280301

Please ensure checks are made payable to Blackboard Inc. and list entire invoice number on remittance to ensure proper application of payment. Failure to comply with this request may result in returned payment.

Proprietary and Confidential

13 ID510466

INVOICE



Blackboard

Blackboard Inc.
Corporate Headquarters
650 Massachusetts Avenue NW, 6th Floor
Washington, DC 20001
USA
Phone: (800) 424-9299, ext. 2974
Fax: (202) 466-3558
FEIN (USA): 52-2081178

| | |
|----------------|------------|
| Invoice Date: | 8/13/2008 |
| Invoice: | 1005543 |
| Customer No: | 100413 |
| Payment Terms: | Net 30 |
| Due Date: | 09/12/2008 |

Board of Regents of the University of New Mexico
Accounts Payable
PO Box 4548
Albuquerque, NM 87196-4548
United States

Please Remit Payments To:

| | |
|--|--|
| CHECKS: Blackboard Inc. P.O. Box 200154 Pittsburgh, PA 15251-0154 United States | WIRES: Silicon Valley Bank 3003 Tasman Dr. Santa Clara, CA 95054 USA Blackboard Inc. ABA#: 121140399 SWIFT CODE: SVBKUS6S Account Number: 3300605682 |
|--|--|

| Quantity | UOM | Product Code | Description | Net Amount |
|----------|-----|----------------------------|---|------------|
| 1.00 | YR | AS-VEPTES-HE06 P0074608 | VISTA PERP SUPPORT HE 15-25K 07/01/2008 - 09/30/2009 | 83,400.00 |

Subtotal: 83,400.00
Sales Tax: 0.00
AMOUNT DUE: 83,400.00 USD



V#101280301

Please ensure checks are made payable to Blackboard Inc. and list entire invoice number on remittance to ensure proper application of payment. Failure to comply with this request may result in returned payment.

Proprietary and Confidential

C: Controller(s)

ID510466

ID551992

INVOICE



Blackboard

Blackboard Inc.
Corporate Headquarters
650 Massachusetts Avenue NW, 6th Floor
Washington, DC 20001
USA
Phone: (800) 424-9299, ext. 2974
Fax: (202) 466-3558
FEIN (USA): 52-2081178

| | |
|----------------|------------|
| Invoice Date: | 7/15/2009 |
| Invoice: | 1023322 |
| Customer No: | 100413 |
| Payment Terms: | Net 30 |
| Due Date: | 08/14/2009 |

Board of Regents of the University of Ne
Accounts Payable
PO Box 4548
Albuquerque NM 87196-4548
United States

Please Remit Payments To:

CHECKS:

Blackboard Inc.
P.O. Box 200154
Pittsburgh PA 15251-0154
United States

WIRES:

Silicon Valley Bank
3003 Tasman Dr.
Santa Clara, CA 95054 USA
Blackboard Inc.
ABA#: 121140399
SWIFT CODE: SVBKUS6S
Account Number: 3300605682

| Quantity | UOM | Product Code PO Number | Description | Net Amount |
|----------|-----|----------------------------|---|------------|
| 1.00 | YR | AS-VEPTES-HE06 PO086060 | VISTA PERP SUPPORT HE 15-25K 07/01/2009 - 06/30/2010 | 89,200.00 |

Subtotal: 89,200.00

Sales Tax: 0.00

AMOUNT DUE: 89,200.00 USD

Please note that effective with our recent 9.0 release, Blackboard product names have changed. Although the product codes have not changed, this document now reflects the new product descriptions. If you have any questions about this change, please contact your Client Manager.

V# 101280301

Please ensure checks are made payable to Blackboard Inc. and list entire invoice number on remittance to ensure proper application of payment. Failure to comply with this request may result in returned payment.

Proprietary and Confidential

B/transdate 7/1/09 C: controller's :)

10646016

INVOICE



Blackboard Inc.
Corporate Headquarters
650 Massachusetts Avenue NW, 6th Floor
Washington, DC 20001
USA
Phone: (800) 424-9299, ext. 2974
Fax: (202) 466-3558

Invoice Date: 7/31/2010
Invoice: 1047083
Customer No: 100413
Payment Terms: Net 30
Due Date: 08/30/2010

University of New Mexico
Accounts Payable
PO Box 4548
Albuquerque NM 87196-4548
United States

Please Remit Payments To:
CHECKS: Blackboard Inc.
P.O. Box 200154
Pittsburgh PA 15251-0154
United States
WIRES: [Redacted]

| Quantity | UOM | Product Code PO Number | Description | Net Amount |
|----------|-----|----------------------------|---|------------|
| 1.00 | YR | AS-VEPTES-HE00 p0036363 | VISTA/PERP SUPPORT HE 15-25K Jul 01, 2010 - Jun 30, 2011 | \$5,400.00 |

Subtotal: 95,400.00
Sales Tax: 0.00
AMOUNT DUE: 95,400.00 USD

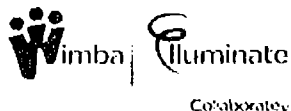
10646016



V#101280301

Please ensure checks are made payable to Blackboard Inc. and list entire invoice number on remittance to ensure correct application of payment. Failure to comply with this request may result in returned payment.

I0703753



| INVOICE NUMBER | DATE | PAGE |
|--------------------------|---------|------|
| 1063368 | 3/20/11 | 1 |
| CUSTOMER NUMBER : 100413 | | |

Blackboard Collaborate Inc.

Due Date: 03/02/2011

New York, NY 10016 USA

10 East 40th Street

11th Floor

BillingOps_Collaborate@blackboard.com

BILL TO: University of New Mexico
Continuing Education
1634 University Blvd. NE
Albuquerque NM 87131
United States
Attn: Pam Sellers

SHIP TO: University of New Mexico
Continuing Education
1634 University Blvd. NE
Albuquerque NM 87131
United States
Attn: Pam Sellers

| PAYMENT TERMS | CUSTOMER P.O. NUMBER | SALES ORDER NUMBER | ID |
|---------------|----------------------|--------------------|----|
| NET 30 | P0103375 | | |

| PART NUMBER DESCRIPTION | UOM | QTY | LIST PRICE | DISCOUNT | NET PRICE |
|----------------------------|-----|-----|---------------|----------|--------------|
|----------------------------|-----|-----|---------------|----------|--------------|

EL-EE-WV-100-HSAS
VCLASS 100 SEAT -HSAS

EA

1

\$7,200.00

\$0.00

\$7,200.00

Licence dates: Mar 1, 2011 - Feb 28, 2013.

"APPROVED FOR PAYMENT"

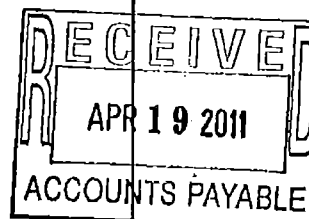
By

PO # P0103375

Acct. # 047208-63X0 \$3,600.00

Acct. # 047212-63X0 \$3,600.00

Contact Phone # 7-3543 4/15/11



PLEASE REMIT CHECK TO:

Blackboard Collaborate Inc.
10 East 40th Street, 11th Floor
New York NY 10016
United States

FOR WIRE TRANSFER:

Blackboard Collaborate Inc.
JPMorgan Chase Bank, N.A.
1166 Ave of the Americas, Flr 20 New York, NY 10036
Route & Transit
Account No
Swift Code

RECEIVED

APR 15 2011

UNM CONTINUING EDUCATION
BUSINESS OFFICE

SHIPPING & HANDLING

\$0.00

TAX

\$0.00

BALANCE DUE

7,200.00

V#101280301

Note : Please Indicate your institution name and the Invoice number(s) when processing payment to ensure proper application of the payment to your account.

The amounts listed on this proforma invoice are subject to change upon receipt of purchase order or execution of contract.

The amounts listed above do not include applicable taxes, which will be assessed and due at time of delivery.

Approved for Payment ORIGINAL 4-15-10

[Signature]

I0703753

Yr

I0726867

fy12

INVOICE



Blackboard

Blackboard Inc.
Corporate Headquarters
650 Massachusetts Avenue NW, 6th Floor
Washington, DC 20001
USA
Phone: +1-800-424-9299 (DC)
Email: BillingOps_Learn@blackboard.com
FEIN (USA): [REDACTED]

| | |
|----------------|------------|
| Invoice Date: | 6/30/2011 |
| Invoice: | 1072621 |
| Customer No: | 100413 |
| Payment Terms: | Net 30 |
| Due Date: | 07/30/2011 |

University of New Mexico
Accounts Payable
PO Box 4548
Albuquerque NM 87196-4548
United States

Please Remit Payments To:

CHECKS:

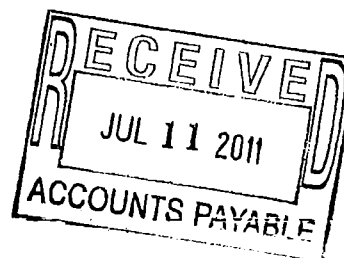
Blackboard Inc.
P.O. Box 200154
Pittsburgh PA 15251-0154
United States

WIRES:

Silicon Valley Bank
3003 Tasman Drive, Santa Clara, CA 95054
ABA # 121140399
For Credit to: Blackboard Inc.
Account No 3300605682(Swift Code: SVBKUS6S)

| Quantity | UOM | Product Code PO Number | Description | Net Amount |
|----------|-----|----------------------------|---|------------|
| 1.00 | YR | AS-VEPTES-HE06 P0105505 | VISTA PERP SUPPORT HE 15-25K Jul 01, 2011 - Jun 30, 2012 | 102,100.00 |

Subtotal: 102,100.00
Sales Tax: 0.00
AMOUNT DUE: 102,100.00 USD



V 101 280301

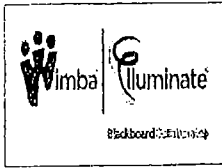
Please ensure checks are made payable to Blackboard Inc. and list entire invoice number on remittance to ensure proper application of payment. Failure to comply with this request may result in returned payment.

Proprietary and Confidential

I0726867

I0797074

INVOICE



Blackboard Collaborate Inc.

10 East 40th Street

11th Floor

New York, NY 10016

USA

FEIN (USA): [REDACTED]

BillingOps_Collaborate@blackboard.com

| | |
|----------------|------------|
| Invoice Date: | 8/31/2011 |
| Invoice: | 1077325 |
| Customer No: | 100413 |
| Payment Terms: | Net 30 |
| Due Date: | 09/30/2011 |

University of New Mexico
 Attention: Christy Robinson
 CIRT - University Services
 MSC02 1520, 2701 Campus Blvd
 1 University of New Mexico
 Albuquerque NM 87131-0001
 United States

Please Remit Payments To:

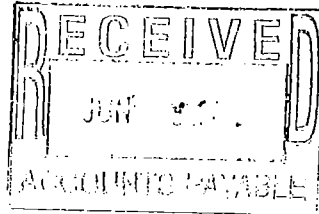
CHECKS:

Blackboard Collaborate Inc.
 10 East 40th Street
 11th Floor
 New York NY 10016
 United States

WIRES:

Blackboard Collaborate Inc.
 JPMorgan Chase Bank, N.A.
 1166 Ave of the Americas, Flr 20 New York, NY 10036
 Route & Transl [REDACTED]
 Account No [REDACTED]
 Swift Code [REDACTED]

| Quantity | UOM | Product Code | Description | Net Amount |
|----------|-----|------------------|--|------------|
| | | PO Number | | |
| 1,000.00 | EA | EL-EL-EE-FTE-SVR | EL LIVE OPEN ACC -SVR Sep 01, 2011 - Aug 31, 2012 | 21,890.00 |



| | |
|--------------------|----------------------|
| Subtotal: | 21,890.00 |
| Sales Tax: | 0.00 |
| AMOUNT DUE: | 21,890.00 USD |

PO/09101

V#101280301

Elluminate USA, Inc. and Wimba Inc. have merged and are now Blackboard Collaborate Inc.; all future correspondence and payments should be sent to Blackboard Collaborate Inc. per the contact and remittance information on this invoice. Product codes and descriptions have been changed, however the product and services you receive remain unchanged.

Please ensure checks are made payable to Blackboard Collaborate Inc. and list entire invoice number on remittance to ensure proper application of payment. Failure to comply with this request may result in returned payment.

Proprietary and Confidential

h20666101



Blackboard

Blackboard Inc
650 Massachusetts Avenue N.W.
6th Floor
Washington, DC 20001-3796
United States

I0802523

INVOICE

Invoice Date: Jun 28, 2012
Invoice Number: 1101159
Customer No: 100413
Customer PO: P0113913
Payment Terms: Net 30
Due Date: Jul 28, 2012

Bill To

University of New Mexico
Accounts Payable
PO Box 4548
Albuquerque NM 87196-4548
United States

FY13 PO

Billing Questions

Email: BillingOps_Learn@blackboard.com

Tax ID:

FEIN (USA): 52-2081178

Please Remit

Checks:

Blackboard
P.O. Box 200154
Pittsburgh, PA 15251-0154
United States

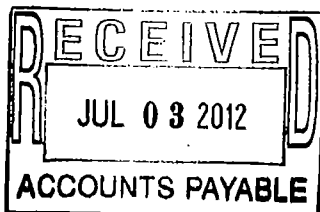
Wire Transfers:

ABA # [REDACTED]
For Credit To: [REDACTED]
Account # [REDACTED]
Swift Code [REDACTED]

| Quantity | UOM | Product Code | Description | Net Amount |
|----------|-----|----------------|---|------------|
| 1.00 | YR | AS-VEPTES-HE06 | VISTA PERP SUPPORT HE 15-25K Jul 01, 2012 - Jun 30, 2013 | 107,205.00 |

Subtotal: USD 107,205.00

Amount Due: USD 107,205.00



Please ensure checks are made payable to Blackboard Inc.
Please indicate your institution name and invoice number(s) on remittance to ensure proper application of payment.

Failure to comply with this request may result in returned payment.

For a copy of the Blackboard Inc W-9 form, please go to: <https://secure.blackboard.com/legal/BBInc/W9/>





Blackboard Inc
650 Massachusetts Avenue N.W.
6th Floor
Washington, DC 20001-3796
United States

IC886186

INVOICE

Invoice Date: Jun 18, 2013
Invoice Number: 1130207
Customer No: 100413
Customer PO: P0121849
Payment Terms: Net 30
Due Date: Jul 18, 2013

Bill To

University of New Mexico
P.O. Box 4548
Albuquerque NM 87196
United States

F414PO

Billing Questions

Email: BillingOps_Learn@blackboard.com

Tax ID:

FEIN (USA):

GST (CANADA):

Please Remit

Checks:

Blackboard
P.O. Box 200154
Pittsburgh, PA 15251-0154
United States

Wire Transfers:

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
ABA #
For Credit To:
Account #
Swift Code

P0121849

| Quantity | UOM | Product Code | Description | Net Amount |
|----------|-----|----------------|---|------------|
| 1.00 | YR | AS-VEPTES-HE06 | VISTA PERP SUPPORT HE 15-25K Jul 01, 2013 - Jun 30, 2014 | 112,565.00 |

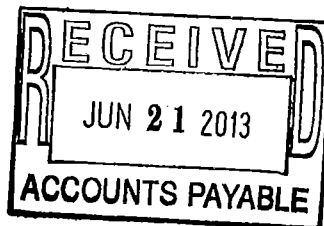
Subtotal: USD 112,565.00

Amount Due: USD 112,565.00

Please indicate your institution name and invoice number(s) on remittance to ensure proper application of payment.

Failure to comply with this request may result in returned payment.

For a copy of the Blackboard Inc W-9 form, please go to: <https://secure.blackboard.com/legal/BBInc/W9/>



V#101280301



IC886186

I0902397



Blackboard Inc
650 Massachusetts Avenue N.W.
6th Floor
Washington, DC 20001-3796
United States

INVOICE

Invoice Date: Sep 13, 2013
Invoice Number: 1139434
Customer No: 100413
Customer PO: P0123524
Payment Terms: Net 30
Due Date: Oct 13, 2013

Bill To

University of New Mexico
Dean Bernardone
P.O Box 4548
Albuquerque NM 87196
United States

Billing Questions

Email: BillingOps_Collaborate@blackboard.com

Tax ID:

FEIN (USA): 52-2081178

GST (CANADA): 86533 4619 RT0001;BC PST10163504

Please Remit**Checks:**

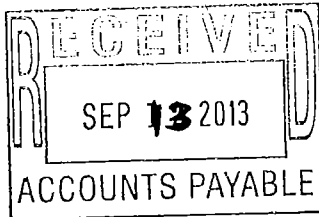
Blackboard
P.O. Box 200154
Pittsburgh, PA 15251-0154
United States

Wire Transfers:

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
ABA # [REDACTED]
For Credit To [REDACTED]
Account # [REDACTED]
Swift Code [REDACTED]

P0123524

| Quantity | UOM | Product Code | Description | Net Amount |
|----------|-----|--------------|--------------------|------------|
| 1.00 | EA | CL-VA-FTE | CB VOICE AUTH -FTE | 5,800.00 |
| 1.00 | EA | CL-WC-FTE | CB WEB CONF -FTE | 26,565.00 |



Subtotal: USD 32,365.00

Amount Due: USD 32,365.00

For a copy of the Blackboard Inc W-9 form, please go to: <https://secure.blackboard.com/legal/BBInc/W9/>
Please indicate your institution name and invoice number(s) on remittance to ensure proper application of payment.
Failure to comply with this request may result in returned payment.

I0902397

U#101280301



Blackboard Inc
650 Massachusetts Avenue N.W.
6th Floor
Washington, DC 20001-3796
United States

I 0969464

INVOICE

Invoice Date: Jun 30, 2014
Invoice Number: 1161014
Customer No: 100413
Customer PO: P0129356
Payment Terms: Net 30
Due Date: Jul 30, 2014

Bill To

University of New Mexico
Altman, Trina
P.O. Box 4548
Albuquerque NM 87196
United States

Billing Questions

Email: BillingOps_Learn@blackboard.com

Tax ID:

FEIN (USA):

GST (CANADA):

Please Remit

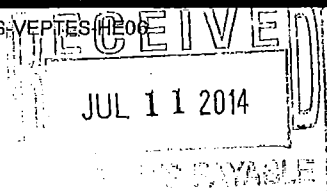
Checks:

Blackboard
P.O. Box 200154
Pittsburgh, PA 15251-0154
United States

Wire Transfers:

Bank
3003 Tasman Drive
Santa Clara, CA 95054
ABA #
For Credit To: Blackboard
Account
Swift Code

| Quantity | UOM | Product Code | Description | Net Amount |
|-----------------|-----|-----------------|---|------------|
| 1.00 | EA | AS-VEPTES-11206 | VISTA PERPETUAL SUPPORT Jul 1, 2014 - Jun 30, 2015 | 118,193.25 |
| Subtotal: USD | | | | 118,193.25 |
| Amount Due: USD | | | | 118,193.25 |



Please indicate your institution name and invoice number(s) on remittance to ensure proper application of payment.

Failure to comply with this request may result in returned payment.

For a copy of the Blackboard Inc W-9 form, please go to: <https://secure.blackboard.com/legal/BBInc/W9/>



I 0969464

#101280301

11015047



Blackboard Inc
650 Massachusetts Avenue N.W.
6th Floor
Washington, DC 20001-3796
United States

Bill To

University of New Mexico
Dean Bernardone
P.O. Box 4546
Albuquerque NM 87196
United States

Please Remit

Checks:
Blackboard
P.O. Box 200154
Pittsburgh, PA 15251-0154
United States

Wire Transfers:

ard

Approved by
Melissa Hilberry

INVOICE

Invoice Date: Sep 30, 2014
Invoice Number: 1175315
Customer No: 100413
Customer PO: 888174/14
Payment Terms: Net 30
Due Date: Oct 30, 2014

Billing Questions

Email: BillingOps_Collaborate@blackboard.com

Tax ID:

FEIN (USA): 52-2081178

GST (CANADA): 86533 4619 RT0001; BC PST10163504

| Quantity | UOM | Product Code | Description | Net Amount |
|----------|-----|--------------|--------------------|------------|
| 1.00 | EA | CL-WC-FTE | CB WEB CONF -FTE | 43,200.00 |
| 1.00 | EA | CL-VA-FTE | CB VOICE AUTH -FTE | 12,600.00 |
| | | | Subtotal: USD | 55,800.00 |
| | | | Amount Due: USD | 55,800.00 |

For a copy of the Blackboard Inc W-9 form, please go to: <https://secure.blackboard.com/legal/BBinc/W9/>
Please indicate your institution name and invoice number(s) on remittance to ensure proper application of payment.
Failure to comply with this request may result in returned payment.

Operations @ blackboard.com

102 89590

11015047

I 1049060



Blackboard Inc
650 Massachusetts Avenue N.W.
6th Floor
Washington, DC 20001-3796
United States

Bill To
University of New Mexico
Altman, Trina
P.O. Box 4548
Albuquerque NM 87196
United States

Please Remit

Checks:
Blackboard
P.O. Box 200154
Pittsburgh, PA 15251-0154
United States

Wire Transfers:

ABA #
For Credit To
Account #
Swift Code

INVOICE

Invoice Date: Jun 30, 2015
Invoice Number: 1197584
Customer No: 100413
Customer PO:
Payment Terms: Net 30
Due Date: Jul 30, 2015

Billing Questions

Phone: 1 202.463.4860
Email: Billing@blackboard.com

Tax ID:

FEIN (USA)
GST (CANADA)

P0135789

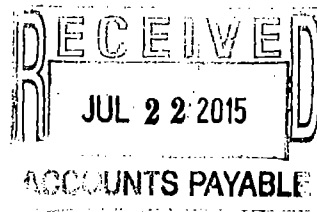
| Quantity | UOM | Product Code | Description | Net Amount |
|-----------|-----|--------------|---|------------|
| 1.00 | EA | AS-LC-HE-P | LEARNING CORE | 124,102.91 |
| INCLUDES: | | | | |
| 1.00 | EA | • AS-CD | • COURSE DELIVERY 15,001 - 25,000 FTE | |
| 1.00 | EA | • AS-CM | • COMMUNITY ENGAGEMENT 15,001 - 25,000 FTE | |
| 1.00 | EA | • AS-CS | • CONTENT MANAGEMENT 15,001 - 25,000 FTE | |
| 1.00 | EA | • MOB-LRN | • MOBILE LEARN 15,001 - 25,000 FTE | |

Subtotal: USD 124,102.91

Amount Due: USD 124,102.91

Please indicate your institution name and invoice number(s) on remittance to ensure proper application of payment.
Failure to comply with this request may result in returned payment.
For a copy of the Blackboard Inc W-9 form, please go to: <https://secure.blackboard.com/legal/BBInc/W9/>

07/22/15 Approved for payment -
per Melissa Hilary



V#101280301

I 1049060



Blackboard Inc
650 Massachusetts Avenue N.W.
6th Floor
Washington, DC 20001-3796
United States

Bill To
University of New Mexico
Evelyn Martinez
UNM: Extended Learning
MSC03 2190
Albuquerque NM 87131
United States

Please Remit

Checks:
Blackboard
P.O. Box 200154
Pittsburgh, PA 15251-0154
United States

Wire Transfers:
Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
ABA [REDACTED]
For Credit To: Blackboard
Account # [REDACTED]
Swift Code [REDACTED]

INVOICE

Invoice Date: Sep 9, 2015
Invoice Number: 1207676
Customer No: 100413
Customer PO: P0136420
Payment Terms: Net 30
Due Date: Oct 9, 2015

Billing Questions

Email: BillingOps_Collaborate@blackboard.com

Tax ID:

FEIN (USA): [REDACTED]
GST (CANADA): [REDACTED]

*Rec'd 09/10/15
Approved > P0136420*

| Quantity | UOM | Product Code | Description | Net Amount |
|-----------------|-----|--------------|---|------------|
| 1.00 | EA | CL-WC-FTE | CB WEB CONF -FTE Sep 1, 2015 - Aug 31, 2016 15001-25000 | 45,360.00 |
| Subtotal: USD | | | | 45,360.00 |
| Amount Due: USD | | | | 45,360.00 |

For a copy of the Blackboard Inc W-9 form, please go to: <https://secure.blackboard.com/legal/BBInc/W9/>
Please indicate your Institution name and Invoice number(s) on remittance to ensure proper application of payment.
Failure to comply with this request may result in returned payment.

(L)



Blackboard Inc
650 Massachusetts Avenue N.W.
6th Floor
Washington, DC 20001-3796
United States

INVOICE

Invoice Date: Aug 11, 2015
Invoice Number: 1203346
Customer No: 300378
Customer PO:
Payment Terms: Net 30
Due Date: Sep 10, 2015

Bill To

The University of New Mexico - Taos
Whitehead, Joel
115 Civic Plaza Drive
Taos NM 87571
United States

Louis Moya-Mario Suarez

Billing Questions

Phone: 1 202.463.4860
Email: Billing@blackboard.com

Tax ID:

FEIN (US/

GST (CANADA)

Please Remit

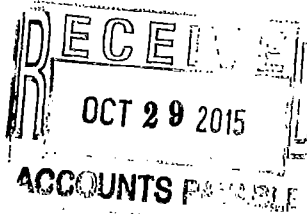
Checks:

Blackboard
P.O. Box 200154
Pittsburgh, PA 15251-0154
United States

Wire Transfers:

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054

For Credit To: Blackboard



| Quantity | UOM | Product Code | Description | Net Amount |
|-----------------|-----|--------------|--|------------|
| 1.00 | EA | MR-JLE2-BND | JOULE PLATFORM Jul 30, 2015 - Jul 29, 2016 Users | 3,610.00 |
| Subtotal: USD | | | | 3,610.00 |
| Amount Due: USD | | | | 3,610.00 |

Blackboard Inc. is issuing this invoice on behalf of Moodlerooms. The Moodlerooms products and services you receive remain unchanged.
Please send all future correspondence and payments to Blackboard Inc. per the contact and remittance information on this invoice.
Please indicate your institution name and invoice number(s) on remittance to ensure proper application of payment.
Failure to comply with this request may result in returned payment.
For a copy of the Blackboard Inc W-9 form, please go to: <https://secure.blackboard.com/legal/BBInc/W9/>

U.N.M. TAOS EDUCATION CENTER
ORG. CODE AGC
APPROVED FOR PAYMENT
BY [Signature]
DATE 10-27-2015
INDEX # 009002-6330
PURCHASE ORDER # P0137923

I W006268



Blackboard

Blackboard Inc
650 Massachusetts Avenue N.W.
6th Floor
Washington, DC 20001-3796
United States

Bill To

University of New Mexico
Robinson, Christy
UNM: Extended Learning
MSC03 2190
Albuquerque NM 87131
United States

Please Remit

Checks:
Blackboard
P.O. Box 200154
Pittsburgh, PA 15251-0154
United States

Wire Transfers:
Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
ABA # 121140399
For Credit To: Blackboard
Account # ~~3000000000~~
Swift Code ~~CLCU1000~~

INVOICE

Invoice Date: Jun 14, 2016
Invoice Number: 1230002
Customer No: 100413
Customer PO: P0141979
Payment Terms: Net 30
Due Date: Jul 14, 2016

Billing Questions

Email: BillingOps_Collaborate@blackboard.com

Tax ID:

FEIN (USA): ~~94-3001478~~

GST (CANADA): ~~98509 1810 0001 0001 0001 0001~~

| Quantity | UOM | Product Code | Description | Net Amount |
|----------|-----|--------------|---|------------|
| 1.00 | EA | CL-WC-FTE | WEB CONFERENCING Sep 1, 2016 - Aug 31, 2017 15001-25000 | 47,628.00 |

Approved - ESM

Subtotal: USD 47,628.00

Amount Due: USD 47,628.00

For a copy of the Blackboard Inc W-9 form, please go to: <https://secure.blackboard.com/legal/BBInc/W9/>
Please indicate your institution name and invoice number(s) on remittance to ensure proper application of payment.
Failure to comply with this request may result in returned payment.

Rec'd from Christy Union arrived

LN007235



Blackboard Inc
8335 Keystone Crossing
Suite 200
Indianapolis, IN 46240
United States

INVOICE

Invoice Date: Aug 11, 2016
Invoice Number: 1238879
Customer No: 100413
Customer PO: P0143003
Payment Terms: Net 30
Due Date: Sep 10, 2016

Bill To
University of New Mexico
Accounts Payable
UNM: Extended Learning
MSC03 2190
Albuquerque NM 87131
United States

08/11/16 Approved -
EAM

Billing Questions

Phone: 1 800.424.9299
Email: Billing@blackboard.com

Tax ID:

FEIN (USA): [REDACTED]
GST (CANADA): [REDACTED]

Please Remit

Checks:
Blackboard
P.O. Box 200154
Pittsburgh, PA 15251-0154
United States

Wire Transfers:
Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
ABA # 121140399
For Credit To: Blackboard
Account # [REDACTED]
Swift Code [REDACTED]

| Quantity | UOM | Product Code | Description | Net Amount |
|-----------------|-----|--------------|---|------------|
| 1.00 | EA | AS-LC-HE-P | LRNG CORE PKG | 130,308.06 |
| INCLUDES: | | | | |
| 1.00 | EA | • AS-CS | • CONTENT MANAGEMENT Jul 1, 2016 - Jun 30, 2017 15,001 - 25,000 FTE | |
| 1.00 | EA | • MOB-LRN | • MOBILE LEARN Jul 1, 2016 - Jun 30, 2017 15,001 - 25,000 FTE | |
| 1.00 | EA | • AS-CD | • COURSE DELIVERY Jul 1, 2016 - Jun 30, 2017 15,001 - 25,000 FTE | |
| 1.00 | EA | • AS-CM | • COMMUNITY ENGAGEMENT Jul 1, 2016 - Jun 30, 2017 15,001 - 25,000 FTE | |
| Subtotal: USD | | | | 130,308.06 |
| Amount Due: USD | | | | 130,308.06 |

Please indicate your Institution name and Invoice number(s) on remittance to ensure proper application of payment.
Failure to comply with this request may result in returned payment.
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