



NOTICE OF AWARD OF PRICE CONTRACT

Blackboard, Inc.
650 Massachusetts Ave, NW, Ste. 600
Washington, D.C. 20001

Representative: Chris Etesse

Phone: (202)549-7070

FAX: (703)464-0180

Email: chris.ettesse@blackboard.com

PRICE CONTRACT NO.:	KCT-0000000312	TERMS:	Net
CONTRACT PERIOD - FROM:	July 1, 2011	DELIVERY TIME:	AS REQUIRED
TO:	June 30, 2015		
RENEWAL OPTION THRU:	See Terms	INVITATION NO.:	RFP-0094
COMMODITY/SERVICES:	Tier 1 Student Services Help Desk	DEPARTMENTS:	KCTCS

ALL PRICES ARE F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED

The Contractor is hereby awarded this Price Contract to furnish the items/services listed AS MAY BE REQUIRED by KCTCS during the period indicated. Variations in specifications will not be accepted. SHIPMENTS/SERVICES ARE TO BE MADE ONLY UPON RECEIPT OF OFFICIAL NOTIFICATION. This Price Contract is written in accordance with the terms, conditions and specifications of the proposal submitted by the Contractor in response to KCTCS's Request for Proposals referenced above and constitute the entire agreement between parties and supersede all other agreements, written or oral.

DESCRIPTION

Tier 1 Student Services Help Desk price contract in accordance with the Terms and Conditions of KCTCS Request for Proposals RFP-0094, Blackboard, Inc.'s (formerly Presidium, Inc.) response thereto, the attached correspondence dated February 4, 2011, February 28, 2011, & February 22, 2011, the attached documents titled: Calculating ROI on Help Desk and Investment and Implementation Overview, the Education Management Services Master Agreement, Schedules 1 - 7, Software Up-Front Final Pricing Grid, the KCTCS Student Services Help Desk Program Charter dated May 24, 2011, the KCTCS Program Plan Executive Summary and the drafted timeline.

Modifications to the contract are not allowed unless authorized by the Purchasing Division.

OFFICIAL APPROVAL KCTCS


Vice President

Date


Director of Purchasing

Date


RFP/Contract Specialist

Date

OFFICIAL APPROVAL Blackboard, Inc.


Authorized Signature, Title

Date

Tim Frazier
Typed or Printed Name



PRICE CONTRACT AMENDMENT

Blackboard, Inc.
650 Massachusetts Ave, NW, Ste. 600
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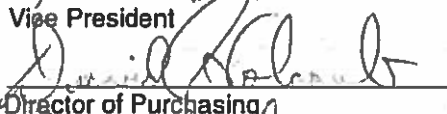
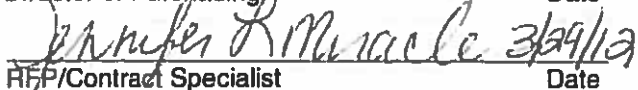
PRICE CONTRACT NO.: KCTCS-0000000312
AMENDMENT NO.: 1
COMMODITY/SERVICE: Tier 1 Student Services Help Desk
COLLEGE: KCTCS
DATE: March 29, 2012

THE CHANGE(S) INDICATED BELOW ARE TO BE INCORPORATED AS A PART OF THE ABOVE REFERENCED PRICE CONTRACT. ALL OTHER TERMS AND CONDITIONS REMAIN IN EFFECT.

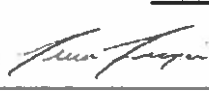
Per attached Addendum to the ESM Engagement Schedule 7 "Payment and SLA's" dated June 21, 2011.

All terms and conditions remain unchanged.

OFFICIAL APPROVAL
KENTUCKY COMMUNITY & TECHNICAL COLLEGE

 3/29/12
Vice President Date
 3/29/12
Director of Purchasing Date
 3/29/12
RFP/Contract Specialist Date

OFFICIAL SIGNATURE
Blackboard, Inc.

 3/29/12
Signature Date
Tess Frazier
Typed or Printed Name
VP-Contracts
Title



Blackboard

ADDENDUM
TO THE ESM ENGAGEMENT SCHEDULE 7: "Payment and SLA's" DATED June 21, 2011
BETWEEN BLACKBOARD INC. AND KCTCS

This Addendum to the Education Management Services Master Agreement ESM Engagement Schedule 7: Payment and SLA's, dated June 21, 2011 ("Agreement") between Blackboard Inc. ("Blackboard") and KCTCS ("Customer") is made as of the last signature date below ("Addendum").

The purpose of this Addendum is to update Section 2, Payment Terms.

The parties hereby agree to the following terms regarding the use of the Blackboard Student Services (BbSS) by Customer. The following sections of the Agreement are modified as follows:

I. A new Section 2.8 is hereby added as follows:

- In Year 2 of this Agreement, beginning on July 1, 2012 and ending on June 30, 2013 Blackboard will invoice KCTCS for the number of headcount based on the colleges that are routed directly to Blackboard Student Services per the sum of the following calculations:
 - Colleges that are routed directly before December 31, 2012 (based upon November 2011 enrollment reporting)
 - Aggregate student headcount of colleges that are routed directly to BbSS * \$31.74, plus
 - Colleges that are not routed directly before December 31, 2012 (based upon November 2012 enrollment reporting)
 - Aggregate student headcount of colleges that are not routed directly to BbSS * \$31.74 * 50%
- To ensure operational readiness, KCTCS agrees to purchase operational resources from Blackboard from the below schedule including the following:
 - For colleges that are not routed directly by December 31, 2012, then KCTCS shall purchase additional operational resources based on the agreed upon rate per college headcount as indicated below:

College Headcount	Range	
	Min	Max
< 4001	\$30,000	\$40,000
4001-7000	\$70,000	\$90,000
7001-10,000	\$110,000	\$130,000
10,001-13,000	\$160,000	\$180,000
> 13,000	\$225,000	\$245,000

- All other costs (e.g., fixed) remain the same
- This addendum only affects Year 2 of this Agreement - Year 3 and beyond remains the same
- All Phase I deliverables are deemed to have been accepted by KCTCS

All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the last date written below.

BLACKBOARD

CUSTOMER: KCTCS

Signature

Print Name and Title
Tess Frazier, Vice President
Date: 3/29/12

Signature

Print Name and Title

Date:

Signature

Print Name and Title

Signature

Print Name and Title



PRICE CONTRACT AMENDMENT

Blackboard, Inc.
650 Massachusetts Ave, NW, Ste. 600
Washington, D.C. 20001

Representative: Chris Etesse Phone: (202) 549-7070 FAX: (703) 464-0180
Email: chris.ettesse@blackboard.com

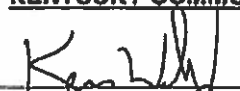

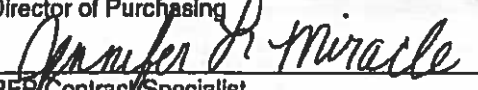
PRICE CONTRACT NO.: KCTCS-0000000312
AMENDMENT NO.: 2
COMMODITY/SERVICE: Tier 1 Student Services Help Desk
COLLEGE: KCTCS
DATE: December 17, 2012

THE CHANGE(S) INDICATED BELOW ARE TO BE INCORPORATED AS A PART OF THE ABOVE REFERENCED PRICE CONTRACT. ALL OTHER TERMS AND CONDITIONS REMAIN IN EFFECT.

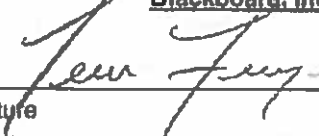
Per attached Amendment to the EMS Master Agreement Schedule 1 dated July 1, 2011 between Blackboard, Inc. and KCTCS – Attachment B.

All terms and conditions remain unchanged.

OFFICIAL APPROVAL
KENTUCKY COMMUNITY & TECHNICAL COLLEGE

 12/18/12
Vice President Date
 12-18-12
Director of Purchasing Date
 12-18-12
RFP/Contract Specialist Date

OFFICIAL SIGNATURE
Blackboard, Inc.

 12/18/2012
Signature Date
Tess Frazier
Typed or Printed Name
VP-Contracts
Title



Blackboard

**AMENDMENT
TO THE EDUCATION MANAGEMENT SERVICES MASTER AGREEMENT SCHEDULE I
DATED JULY 1, 2011 BETWEEN BLACKBOARD INC.
AND KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM**

This Amendment to the Education Management Services Master Agreement Schedule I ("Schedule"), dated July 1, 2011 between Blackboard, Inc. ("Blackboard") and Kentucky Community and Technical College System ("Customer") is made as of the final signature date indicated below.

The purpose of this amendment is to add products/services to Customer's existing Schedule to begin no earlier than January 7, 2013.

- I. The Parties agree that the following will be added as 'Attachment B':

ATTACHMENT B

1 Engagement Summary

Kentucky Community and Technical College System ("KCTCS" or "Customer") is in the process of documenting its project management practices to align with the "KCTCS Way" project management framework being implemented throughout the college system. KCTCS is seeking staff augmentation to document project management practices for the 9 projects comprising the implementation of the "Go KCTCSI Student Service Center". These services will be delivered as onsite staff augmentation reporting to the KCTCS Student Services Program Manager with limited remote delivery when travel is impractical such as during shortened weeks because of Thanksgiving, Christmas and New Year's holiday periods.

2 Overview of Client / Technical Environment

KCTCS is a system of approximately 110,000 students attending 68 campuses across 16 colleges, and its goal is to become the nation's premier community and technical college system. To this end, it is implementing a number of transformation initiatives, one of which is the Go KCTCSI Student Service Center. To provide consistent management, tracking and reporting across the transformation initiatives, the President of the System is requesting that each transformation initiative adhere to standard project management practices and documentation as outlined in the "KCTCS Way" framework.

3 Scope of Services

Based on a discussion with KCTCS and our derived understanding, Blackboard will deliver project management support services in the form of onsite staff augmentation. A project manager, support staffer, or staff resource will be assigned to KCTCS who will be expected to work within the Student Services and CPMD organizations under the guidance of the KCTCS Student Services Program Manager. At a high level, these services shall include:

1. Meet with KCTCS project leads and the KCTCS and Blackboard Program Managers to document scope, timelines, risks and other information relating to project management
2. Act as a liaison to the KCTCS Change and Project Management Office ("CPMO") for KCTCS Student Services in aligning Student Services practices to the KCTCS Way framework
3. Draft project management documentation across the Go KCTCSI Student Service Center program based on templates and guidance provided by the KCTCS CPMO

These services will be provided for 4 months starting January 1, 2013, and may be extended beyond this timeframe pending staff availability and an agreed-upon Project Change Request (PCR), as outlined in Section 9 below.

The areas excluded from the scope are:

1. Direct management of any of the Go KCTCSI Student Service Center projects
2. Advising on project management approach or governance frameworks
3. Involvement in any hiring or hiring-related practices
4. Training or other functional services that would otherwise require additional resources beyond those scoped for this engagement

4 Resource Requirements

In order to complete this project, Blackboard proposes the following projected staffing model.

Role	Activities and Responsibilities
Project Coordinator	Individual who provides project management documentation support to KCTCS Student Services project leads and the KCTCS and Blackboard Program Managers in documenting project management practices for the Go KCTCSI Student Service Center. The Individual will be expected to lead and/or attend cross-functional meetings to document project scope, risks, dependencies, timelines and resource requirements, and to draft and deliver this documentation to the KCTCS CPMO for reporting to the System President.

5 Customer Responsibilities

Blackboard's Project management support model assumes active participation from the customer team. The customer is responsible for staffing resources on the project that have the necessary functional and technical knowledge to successfully execute required tasks. Fees, Expenses and Terms

6 Fees, Expenses and Terms

6.1 Project Management Support Services Billed on a Firm-Fixed Price Basis

Please reference the Service Pricing section for Project management support Services fees information. All Project management support Services purchased pursuant to this Agreement must be used within one (1) year of the Effective Date.

6.2 Travel Expenses related to Project Management Support and Training Services

Blackboard Project management support will invoice the customer for the actual travel related costs as incurred as part of this engagement. Travel costs are not included in the Service Pricing Section. Blackboard Project management support will make reasonable efforts to manage travel costs without compromising project objectives.

6.3 Cancellation of On-Site Project Management Support Visits

Customer must give 30 days' notice to cancel an on-site visit; otherwise client agrees that the project management support will be on-site the following month.

7 Services Pricing

7.1 Firm-Fixed Price Services

The costs for the services to be provided on a Firm-Fixed Price basis are detailed below:

Project Coordination	AS-IMPPLAN	4 months	\$88,000
			\$88,000

7.1.1 Firm-Fixed Price Milestone/Invoicing Schedule

Project Coordination	January 31, 2013	\$22,000
Project Coordination	February 28, 2013	\$22,000
Project Coordination	March 31, 2013	\$22,000
Project Coordination	April 30, 2013	\$22,000

8 Project Timeline

The actual project schedule will be finalized with the Customer's project lead upon project initiation; however the initial understanding is that the Project Coordinator will be assigned for four months from January through April.

9 Change Control

Changes to scope, resources, staffing, or timeline may impact this estimate. In the event a change occurs, the Blackboard Project Manager will capture and assess the impact and relevant implications through the project Change Control Process. This process will yield a Project Change Request (PCR) document for the customer's review and consideration. The PCR requires customer and Blackboard approval to be valid and actionable, if applicable.

If Customer would like to extend the services of this contract beyond the fourth month, this can be done if Blackboard is given 30 days' notice.

10 General Engagement Assumptions

Our approach, timeline, team structure, and fees are based on the below assumptions. Variance from these assumptions will be managed through the Change Control Process and may affect the actual schedule and cost of the project.


- Pricing estimates outlines herein expire 30 days from prepared date;
- All pricing and discounts are valid for 90 days from the executed Statement of Work date for work not initiated;
- This agreement covers only the activities as described;
- Staffing and scheduling for project roles/positions will begin once the Statement of Work is signed and Purchase Order is received
- Payment for any software licenses is not contingent on or related to payment or performance for services
- Customer will provide Blackboard with access to the appropriate physical and technical environments in the timeframes confirmed with Blackboard Project Manager to successfully complete the effort outlined in this document;
- Any scheduling estimates are based on the assumption that the customer will respond to any decision required from the Customer within 5 business days.
- Customer will complete a review of all submitted draft working products, or set of working products, in five business days unless otherwise agreed to in writing;

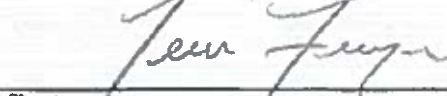
- The Customer shall assign a representative to be the primary point of contact for the Blackboard Project Manager. This representative shall have full authority to make all decisions regarding project scope, overall timeline, and related projects costs, as well as ensuring the necessary customer project personnel, resources, etc. are available to successfully complete the project(s);
- Quality involvement and working products from the Customer are critical to the project's success. The Customer's representative shall be responsible for coordinating all meetings that involve Customer and third-party contractor staff members, working products, and information requests within the agreed upon timeframes;
- Customer is responsible for providing subject matter experts to assist in identifying business rules, resolving process discrepancies and answering ad hoc questions. The subject matter expert will be made available as needed during the course of the engagement and will be responsible for soliciting input from additional Customer personnel as needed.
- Hardware and software configuration and environment(s), either managed or self-hosted, can support the functional/technical services included in this proposal
- All interfacing systems in the environment(s) designated for functional testing will be available.
- Third-party products and services, except as expressly noted above, Customer will separately procure and provide all third-party products and services in a timely manner to support the Services as defined in this Statement of Work. Blackboard is not responsible for making changes to the configuration or data contained or used in third-party systems, including but not limited to the Customer's SIS.
- Working Products are artifacts, used by Blackboard, that demonstrate progress toward a deliverable; however, they are not themselves deliverables;
- Services are estimated and billed based upon a maximum eight (8) hour workday per Consultant and a maximum forty (40) hour work week per Consultant. The applicable billing rate for the Consultants shall be at the rates set forth in the table above;
- The customer shall pay all outstanding invoices from any previous Blackboard agreements greater than thirty (30) days, prior to beginning work under this document;
- The estimates above were developed based on the estimated project duration. In the event the project exceeds the duration and crosses a new fiscal year, rate may be adjusted accordingly based on the effort expended in the new fiscal year;
- Except as otherwise stated in this Agreement with regard to the Services performed hereunder, Blackboard reserves the right to change the services it offers to its customers generally and related rates at any time.
- For Time and Materials Services related to this project, as outlined in the document, all fees and expenses shall be billed on a monthly basis and such bills shall be due and payable Net 30
- All Firm-Fixed Price Services related to this Project, as outlined in this document, shall be billed according to the Milestone/Invoicing Schedule as outlined in this document section Services Pricing
- All reasonable travel, meals and lodging expenses shall be billable at cost and all such expenses shall be borne solely by Customer


IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date last written below.


CUSTOMER: Kentucky Community and Technical
College System

BLACKBOARD:


Signature
Gloria McCall, Vice Chancellor
Print Name and Title
Date: 12/18/12


Signature
TESS FRAZIER- VICE PRESIDENT
Print Name and Title
Date: 12/18/2012


Signature
Jay K. Box, Chancellor
Print Name and Title
Date: 12/18/12


Signature
KEN WALKER, VP
Print Name and Title
Date: 12/18/12



PRICE CONTRACT AMENDMENT

Blackboard, Inc.
650 Massachusetts Ave, NW, Ste. 600
Washington, D.C. 20001

Representative: David Mockensturm Phone: 614-886-3808 FAX: 614-876-4873
Email: david.mockensturm@blackboard.com

PRICE CONTRACT NO.: KCTCS-0000000312
AMENDMENT NO.: 3
COMMODITY/SERVICE: Tier 1 Student Services Help Desk
COLLEGE: KCTCS
DATE: March 28, 2013

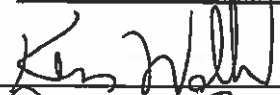
THE CHANGE(S) INDICATED BELOW ARE TO BE INCORPORATED AS A PART OF THE ABOVE REFERENCED PRICE CONTRACT. ALL OTHER TERMS AND CONDITIONS REMAIN IN EFFECT.


To add the following services:


Per attached Blackboard Hosting Agreement and Blackboard Analytics Agreement – to be paid quarterly in March, June, September and December

All terms and conditions remain unchanged.

OFFICIAL APPROVAL
KENTUCKY COMMUNITY & TECHNICAL COLLEGE




Vice President Date


Director of Purchasing Date


RFP/Contract Specialist Date

OFFICIAL SIGNATURE
Blackboard, Inc.



Signature Date 3/28/2013

Tess Frazier
Typed or Printed Name

Vice President
Title



Blackboard

This Blackboard Order Form ("Order Form") by and between Blackboard (as defined below) and Kentucky Community and Technical College System ("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, together with the Education Management Services Master Agreement dated June 23, 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	U of M	Product Code	Product or Service Description	Initial Term Year 1 3/31/13 – 3/30/14	Initial Term Year 2 3/31/14 – 3/30/15	Initial Term Year 3 3/31/15 – 6/30/15
1	YR	AS-ASPDIA-ADD-NA	NA ADD 7500 USERS HST DIAM ENG Price Reduction	\$ 47800 < - \$ 15774>	\$ 33627	\$ 8827.25
1	YR	AS-ASPCS-HENA	HOSTING CONTENT MGMT HENA Price Reduction	\$ 28800 < - \$ 28800>	N/A	N/A
1	EA	AS-SETASPCS-NA	HST SETUP CONTENT MGMT NA Price Reduction	\$ 10000 < - \$ 10000>	N/A	N/A
1	EA	AS-SETASPDIA-NA	NA HST SETUP DIAMOND ENGAGE PL Price Reduction	\$ 20000 < - \$ 20000>	N/A	N/A
1	YR	AS-ASPDIA-NA	NA HOSTING DIAMOND ENGAGE PLAN Price Reduction	\$ 192100 < - \$ 38420>	\$ 161364	\$ 42358
1	YR	AS-ASPDIA-ADD-NA	NA ADD 7500 USERS HST DIAM ENG Price Reduction	\$ 47800 < - \$ 15774>	\$ 33627	\$ 8827.25
1	YR	AS-ASPADST-09	HST ADDL STORAGE 1TB Price Reduction	\$ 39000 < - \$ 39000>	\$ 0	\$ 0
1	YR	AS-ASPDIA-ADD-NA	NA ADD 7500 USERS HST DIAM ENG Price Reduction	\$ 47800 < - \$ 15774>	\$ 33627	\$ 8827.25
1	YR	AS-ASPDIA-ADD-NA	NA ADD 7500 USERS HST DIAM ENG Price Reduction	\$ 47800 < - \$ 15774>	\$ 33627	\$ 8827.25
1	YR	AS-ASPDIA-ADD-NA	NA ADD 7500 USERS HST DIAM ENG Price Reduction	\$ 47800 < - \$ 15774>	\$ 33627	\$ 8827.25
1	YR	AS-ASPDIA-ADD-NA	NA ADD 7500 USERS HST DIAM ENG Price Reduction	\$ 47800 < - \$ 15774>	\$ 33627	\$ 8827.25
1	YR	AS-ASPADST-09	HST ADDL STORAGE 1TB Price Reduction	\$ 39000 < - \$ 39000>	\$ 0	\$ 0
1	YR	AS-ASPDIA-ADD-NA	NA ADD 7500 USERS HST DIAM ENG Price Reduction	\$ 47800 < - \$ 15774>	\$ 33627	\$ 8827.25
1	YR	AS-ASPDIA-ADD-NA	NA ADD 7500 USERS HST DIAM ENG Price Reduction	\$ 47800 < - \$ 15774>	\$ 33627	\$ 8827.25

TOTALS:

\$ 409,888

\$ 430,380

\$ 112,976

DESIGNATED SERVER SITE: Hosted by Blackboard

B. Term

1. Initial Term: Unless otherwise specified in the Product or Service Description above, the Initial Term shall be from March 31, 2013 through June 30, 2015.

2. Unless otherwise specified in the Product or Service Description above, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Effective Date: Upon execution of this Order Form.

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 upon execution of this Order Form on a quarterly basis according to Blackboard's fiscal quarters (March, June, September, and December).
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 at <http://agreements.blackboard.com/boinc/managedhostingschedule.aspx> shall be incorporated herein.

++ Blackboard Diamond Engagement Plan

- Includes hosting for Blackboard Learn™ Software
- Includes Non-Production Test Environment, Staging Environment, and Service Delivery Team resources dedicated to Diamond Engagement Level clients, all described below.
- 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 up to 68,000 Active Users* 3.35 TB of storage and 29 Mbps of bandwidth measured using the 95th percentile calculation (as defined below) delivered via redundant Internet uplink and Managed Firewall Service.
- Additional storage and bandwidth are separately charged
- Additional Service units for 7,500 additional Active Users*, additional 1 Mbps bandwidth and 100 GB additional storage are separately charged.
- Non-Production Test Environment
 - Includes installation of Test Copy Hosted Software on computer servers and systems in Blackboard's non-production environment designed to handle no more than 20 concurrent users at a time.
 - Includes 20 GB of server storage and burstable bandwidth provided through Blackboard's broadband connection, and, as an option, grants Customer full root access to servers.
 - Is not designed to fully replicate or clone the production environment in terms of physical infrastructure or data set
 - By its nature DOES NOT meet the Service Level specifications under Exhibit A, and therefore, DOES NOT qualify for Service Level Guarantees.
- Staging Environment
 - Includes installation of Test Copy Hosted Software on computer servers and systems in Blackboard's production environment.
 - Includes 100 GB of storage (not including production clones).
 - Is not designed to fully replicate or clone the production environment in terms of physical infrastructure.
 - Per Customer request, Managed Hosting will provide up to four (4) clones of the Customer production data per year. This cloned data will not be backed up.
 - Is designed for Customer 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.
 - 99.7% Availability guarantee as described in Service Level specifications in Exhibit A applies for all Staging Environments
- Service Delivery Team Resources
 - Initial term annual fee includes DiamondI level monthly utilization of dedicated Service Delivery Team staff resources.
 - Service Delivery Team consists of Service Delivery Manager (SDM) and Service Delivery Engineer (SDE) resources dedicated to Platinum and Diamond Engagement Plan clients only, and the team resources can be purchased such that aggregate team resource utilization rate of on average 10 hours per week are available for Customers. For example, a client can purchase DiamondI level and will receive individual SDM resource dedicated to customer in terms of the management, communication and documentation responsibilities outlined below AND SDE resource for premium level of support (dedicated Tier2 and Subject Matter Expertise on Blackboard Learn and a number of other Blackboard products). The Service Delivery Team will provide monthly Service Delivery Team resource utilization report to Customer, providing aggregate team resource consumption time detail.
 - Roles and responsibilities of the SDM will primarily fall under the following three objectives: management, communication and documentation.
 - A. Management – Plan and project manage Customer's Managed Hosting infrastructure implementation, growth, and planned and reactive changes. To meet this objective, the SDM's tasks may include, but not be limited to, the following:
 - Central Point of Contact and Escalation: The SDM will be the central point-of-contact within Blackboard Managed Hosting and maintain day-to-day knowledge of all plans, activities, and status of projects and issues involving Customer's hosted environment and act as a coordinator within Blackboard for all operational and support issues on Blackboard products that Customer owns.
 - Infrastructure Management: Plan and manage projects involving Customer's infrastructure for scalability, optimal performance, and growth in coordination with Customer and all elements within Blackboard
 - Internal Blackboard Delivery Coordination: Coordinate with Diamond Engagement Plan Tier-I Support Team, SDE resources and Managed Hosting Operations and Engineering, Blackboard Consulting Project Management and other elements of Blackboard as needed to deliver and manage Customer's requirements
 - Managed Hosting Support Activities: Manage directly support activities with hosted Blackboard applications and infrastructure, leveraging Tier-I team dedicated to Service Delivery Team and SDE resources, including but not limited to:
 - Direct oversight of ticket prioritization and escalation within Blackboard
 - Risk assessment of support activities focused on impact analysis and evaluation based on updates and upgrades

- **Infrastructure and Software Upgrade Management:** Design and implement Managed Hosting testing and/or staging in coordination with Customer as necessary for testing and evaluation purposes (examples: upgrading from one Blackboard version to another and upgrading application servers)
 - **Auditing:** Regularly conduct systems audit and analysis on Customer's Managed Hosting environment's performance and utilization for proactive monitoring, infrastructure management, forecasting and reporting purposes
 - **Customer Business Planning Integration:** Keep master schedule of Customer'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 Customer support (with a special focus on providing transparency and visibility into the purchased Managed Hosting services and change management). To meet this objective, the SDM's tasks may include, but not be limited to, the following:
- **Contact:** Be fully dedicated to Customer's Systems Administrators and Operations staff through a dedicated phone number/email/instant messenger (or other contact method) for day-to-day Managed Hosting support requests and status reporting
 - **Project Communication:** Build two-way communication processes in coordination with Customer for project management, support issue review and 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
 - **Customer Site Visits:** For Diamond2 Level – SDM will make one visit a calendar year for annual review and planning purposes. For Diamond3 Level – SDM will make at minimum 2 visits a calendar year for review and planning purposes.
- C. Documentation -** Document and report on Customer's Managed Hosting infrastructure, projects status, escalation issues, and other Customer owned Blackboard products. Complete and thorough documentation will be a key aspect of meeting the management and communications objectives of the Service Delivery Team. As such, the SDM will provide the following documents during the life of the relationship between the SDM and Customer:
- **Operations and Plans:** Develop detailed documents including Escalation process, Operations Handbook, Infrastructure overview and implementation plans
 - **Regular Status Reporting:** Document and provide weekly reports on all project plans and updates, and post-meeting (conference calls) minutes to Customer
 - **Monthly Reporting:** Document and provide monthly updated reports to Customer on items including but not limited to actual performance metrics against Service Level Agreement (SLA) requirements, monthly utilization rate of the Service Delivery Team resources, system utilization information and other relevant materials. Service Delivery Team will make best effort to customize the monthly reports per Customer's preferences.
 - **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:** Specifically against contractual SLA requirements, provide monthly reports on system utilization and performance, including host latency graphs, user activities summaries, and systems performance analysis. Goal will be to develop, mutually with Customer, a standard set of reporting for overall systems performance and management.

Customer: Kentucky Community and Technical College System	
Signature	
Name (printed)	Paul B Czarapata
Title (printed)	Vice President / CIO
Date	3/28/2013

Blackboard ("Blackboard")	
	
Signature	
TESS FRAZIER	
Name (printed)	
VICE PRESIDENT	
Title (printed)	
Date	3/28/2013



Blackboard

This Blackboard Order Form ("Order Form") by and between Blackboard (as defined below) and Kentucky Community and Technical College System ("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 Education Management Services Master Agreement dated June 23, 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	U of M	Product Name	Product or Service Description	Initial Term	Initial Term	Initial Term
				Year 1 3/31/13 - 3/30/14	Year 2 3/31/14 - 3/30/15	Year 3 3/31/15 - 6/30/15
1	YR	ANALYTICS FOR LEARN -ANNL	Bb Analytics For Learn -Annual License	\$ 26770	\$ 28108.50	\$ 7378.50
1	YR	PYRAMID ANALYT FOR LEARN -ANNL	Pyramid for Bb Analytics For Learn - Annual License	\$ 13200	\$ 13860	\$ 3638.25
1	YR	ANALYTICS HOSTING	Bb Analytics Managed Hosting	\$ 20000	\$ 21000	\$ 5512.50
1	YR	ANALYTICS IMPL ANALYT FOR LEARN	Bb Analytics Implementation Analytics for Learn	\$ 34400	N/A	N/A
TOTALS:				\$ 94,370	\$ 62,968.50	\$ 16,529.25

DESIGNATED SERVER SITE: _____

B. Term

1. Initial Term: Unless otherwise specified in the Product or Service Description above, the Initial Term shall be March 31, 2013 through June 30, 2015.
2. Unless otherwise specified in the Product or Service Description above, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Effective Date: March 31, 2013.

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 upon execution of this Order Form on a quarterly basis according to Blackboard's fiscal quarters (March, June, September, and December).
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. The terms and conditions set forth at <http://agreements.blackboard.com/bbinc/licenceschedule.aspx> shall be incorporated herein.
 2. The terms and conditions set forth at <http://agreements.blackboard.com/bbinc/professionalserviceschedule.aspx> shall be incorporated herein.
 3. The Statement of Work outlining the services to be provided is attached as an exhibit and incorporated herein.
 4. All terms and conditions set forth at <http://agreements.blackboard.com/media/726/analyticsannualschedule.pdf> shall be incorporated herein.
 5. All terms and conditions set forth at <http://agreements.blackboard.com/bbinc/analytics-pyramid-hosted-master-license-agreement.aspx> shall be incorporated herein.
- Ordering Procedure.** Once the Agreement has been signed, should Customer desire to license additional Software solutions or Equipment from Blackboard, Customer may do so by providing a purchase order to Blackboard. The request for purchase upgrade shall be made to Blackboard, via fax, pursuant to the Agreement and shall include:

- (a) A purchase order
- (b) Description of the product(s) and/or solution(s) desired
- (c) Billing contact information
- (d) Support Contact Information
- (e) Any other information deemed necessary by Blackboard for the license of the Software.

Support Option Election (check one):

- ☐ Standard Software Support:
- Annual fee shall be 20% of License Amount in The Order Form
- ☐ Enhanced Software Support:
- Annual fee shall be 35% of License Amount in The Order Form

Note: If neither of the above support options is checked, the Standard Software Support option shall apply.

Support Times and Contacts

Support Times

The Support Times are as follows:

- Online Support – 24 hour access for Customer to log support cases.
- Support Staff Office Hours:

Monday through Friday, 8:00 a.m. through 6:00 p.m. (Eastern Daylight Time), excluding official Blackboard company holidays.

6. All terms and conditions set forth at <http://agreements.blackboard.com/bbline/analyticsymbchedule.aspx> shall be incorporated herein.

+ Analytics Environment Hosting


- Initial Term Annual Fee for each solution includes service for each installation of the Analytics Software, the set-up of integration points for data feed from the client's Student Information Service (SIS) environment to the Hosted Blackboard Analytics environment, and the provision of a VPN connection for GUI administration/ user access to the client.
- 200 GB of storage will be provided along with 5 Mbps of bandwidth measured using the 95th percentile calculation (as defined below) delivered via redundant Internet uplink and Managed Firewall Service.
- Access to Hosted Servers will be provided via a Virtual Private Network (VPN) connection – described below
- Additional storage and bandwidth for each solution are separately charged


+ Virtual Private Network

- Blackboard will provide a secure connection between the customer site and the Hosted Servers via a Virtual Private Network (VPN) service. VPN 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 Customer-designated site. Blackboard will provide instructions on how the customer should configure their on-site Firewall in order to bring up the VPN tunnel. Customer is responsible for configuring their existing network firewall to communicate with Blackboard's VPN device. Customer will receive standard Product Support as specified in the Agreements. Upon the request of the Customer, 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.

*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

Customer: Kentucky Community and Technical College System
Signature 
Name (printed) Paul B Czarnyba
Title (printed) Vice President / CIO
Date 3/28/2013

Blackboard ("Blackboard")
Signature 
Name (printed) TESS FRAZIER
Title (printed) VICE PRESIDENT
Date 3/28/2013

**EXHIBIT TO
BLACKBOARD ORDER FORM
STATEMENT OF WORK**

This Work Statement is a preliminary expectation of both Blackboard and Kentucky Community and Technical College System ("Customer") of the services that may need to be performed. As such it may be modified by a writing approved by the designated representatives of each Blackboard and Customer. The work described below is intended to be performed on a time and materials basis.

This Statement of Work (SOW) is an attachment to the Blackboard Order Form, between Blackboard and Customer which is hereby referenced and incorporated into this SOW and will legally control the delivery of services.

1 Introduction

Blackboard Analytics provides the leading pre-packaged data warehousing and analytics application in higher education. Our solutions provide built-in integration with leading ERP systems, extensive institution-specific configuration and extensibility, and expandable reports and dashboards.

Blackboard Analytics Client Services supports the entire lifecycle of our Clients' deployments of the full suite of Blackboard Analytics modules, from initial application deployment, configuration, and data validation, to custom analysis, development, and design of dashboards and custom reports. Our goal in providing this Statement of Work (SOW) is to fully meet KCTCS's objectives for initial baseline deployment of your Blackboard Analytics solution.

2 Summary: Institution Name and the Blackboard Analytics Solution

Based on discussions to date, Blackboard Analytics understand that the objectives of this project are to complete a Baseline Implementation of the Blackboard Analytics for Learn™ module of Blackboard Analytics suite. The components installed as part of the Baseline Implementation are detailed in Section 3, Scope of Blackboard Analytics Activities and Deliverables.

The goals of our Baseline Implementation are to ensure successful installation of the baseline system, complete data model familiarization and training, provide initial end-user adoption training, and ensure that baseline transformation business rules and module reporting and data exploration meet your reporting objectives.

3 Scope of Blackboard Analytics Activities and Deliverables

For Blackboard Analytics for Learn™, Blackboard Analytics Client Services will provide consulting services to install the Blackboard Analytics Software Module and assist Client with the Baseline Implementation and Configuration. The following table lists the services offered during the implementation project. These activities are further defined by a description of the tasks that make up each activity, and associated project deliverables and artifacts for each phase. This proposal assumes active participation on the behalf of the site personnel where indicated.

Activity	Description of Associated Tasks	Deliverables
Phase 1: Installation and Installation Support		
Project Planning and Management	<p>Blackboard Analytics will provide high level guidance to ensure that Client staff is aware of the requirements, responsibilities, deadlines and deliverables during each phase of the implementation. A formal Project Kickoff call will be led by Blackboard Analytics staff to initiate the Planning phase, and will:</p> <ul style="list-style-type: none"> • Introduce the Blackboard representatives to Client's personnel • Review the project objectives • Discuss the desired schedule. • Walk-through the Learn / SIS integration rules • Review Building Block™ installation highlights and confirm B2 installation date <p>Blackboard Analytics will provide assistance in planning the system infrastructure and deliver documented specification for the Analytics system.</p>	<ul style="list-style-type: none"> • MS Project Plan template • Documented system requirements • Project Checklist • Learn / SIS "Batch UID" configuration document
System Installation	<p>Blackboard Analytics will perform one installation of the Blackboard Analytics for Learn™ module on the Client's designated server. The Baseline system components to be installed at each site include:</p> <ol style="list-style-type: none"> 1. Verification of installation of the Blackboard Analytics for Learn™ data integration Building Block™ by Client 2. One (1) Database into an existing SQL Server environment 3. One OLAP database into an existing MS Analysis Server environment 4. Delivered Analytics for Learn reports for Sql Server Reporting Services 5. Install SharePoint, Performance Point, and Pro-Clarity (if required) 6. Publish delivered Analytics for Learn ProClarity reports 7. Publish Analytics for Learn Performance Point Dashboards <p>Additionally, Blackboard Analytics will configure the ETL process and execute the initial load of the Analytics system. Any additional installations on other servers may be performed at an additional cost, or applied to the remaining pool of hours from the Estimated Days.</p>	<ul style="list-style-type: none"> • Blackboard Analytics for Learn™ installed and configured • ETL process executed and initial data load completed • Data dictionary and library of delivered reports, dashboards

Activity	Description of Associated Tasks	Deliverables
Learn – SIS Course Mapping integration for supported platforms	SIS Integration within the Learn Analytics product requires the ability to precisely map Blackboard Learn courses to SIS course sections. See Assumptions for exceptions.	<ul style="list-style-type: none"> Configured integration with SIS
Phase 2: Orientation		
Onsite Orientation and Project Overview	Blackboard Analytics will provide an onsite Orientation and a Project overview for the project team responsible for each module. During the Orientation, the Project Charter will be finalized with the Client. A presentation of the Blackboard Analytics development and implementation methodology will serve as the foundation of subsequent data model review activities.	<ul style="list-style-type: none"> Completed Project Charter End User Dictionary Power User Dictionary Technical SQL Spec Meta Data Dictionary
Onsite Report and Dashboard Review	This review is critical to understanding the design and content of the Blackboard Analytic products. During the review a Blackboard Analytics consultant will discuss the purpose, intended user and business process for each of the delivered reports.	<ul style="list-style-type: none"> Analytics overview Detailed list of delivered reports
Onsite Training	Blackboard Analytics will provide training on the ProClarity reporting tool for the Project team, to assist them in their continued review of the data model. Included in this training is instruction in executing the delivered sample reports as well use of the tool to create ad hoc inquiries and new saved reports. Overview of system infrastructure and technical maintenance.	<ul style="list-style-type: none"> Supporting documentation for ProClarity Use and Administration User-developed reports
Phase 3: Roll Out Preparation		
Data Review and Acceptance	Client will review reports for "reasonableness" and sign-off that the reports are ready to deploy.	<ul style="list-style-type: none"> Data Acceptance Guide
Finalize Configuration	Blackboard Analytics will configure Learn Integrated Reports, perform Final B2 Configuration and perform Learn Configuration as required (e.g., time-out parameters, etc.)	<ul style="list-style-type: none"> Final Configuration
Assist with User Training	Blackboard Analytics promotes a "Train the trainer approach" and will assist as desired.	<ul style="list-style-type: none"> Review of standard End User Training Materials with Client trainers
Provide Technical Training	Blackboard Analytics will provide training for basic administrative operations (review status logs, backups, etc.)	<ul style="list-style-type: none"> Training
Phase 4: Deployment		
Pilot Roll-out: Reporting Services & Dashboards	Support client staff in delivery of end-user training	<ul style="list-style-type: none"> Client led sessions with Blackboard assisting as requested
Security	Blackboard will deliver standard role-based security. Additional security configuration will require additional hours.	<ul style="list-style-type: none"> Standard role-based security groups

Except for those tasks designated as Blackboard primary responsibility, Client will have primary responsibility for all aspects of the deployment including data validation, final report development and end user training. Blackboard shall provide both monthly and major-milestone based status reports that detail the accomplishments, risks, and total hours utilized during each time period or milestone accomplishment. Such status reports shall highlight any deviations from the original project plan and allocation of time. Client and Blackboard may mutually decide to modify the Blackboard task assignments and time allocation within the estimated hours utilizing a Project Change Request that shall be documented in writing and confirmed by both parties. Other changes to scope, resources, staffing, or timeline may impact this estimate including those changes requested by the Client. In the event a change occurs or is requested, the Blackboard Consulting Project Manager will capture and assess the impact and relevant implications through the project Change Control Process. This process will yield a Project Change Request (PCR) document for the client's review and consideration. The PCR requires client and Blackboard signatures to be valid and actionable, if applicable.

Blackboard consultants will maintain detailed time records of all project time assigned to Client's project and Blackboard will notify Client when all of the Estimated Days have been utilized; additional days may be requested in writing by an authorized Client and a statement of work will be provided.

4 Fees, Expenses and Terms

All work will be billed on Time and Materials basis at \$200 per hour as incurred. Invoices will be sent monthly and are due within 30 days. Blackboard Analytics will bill a minimum of 8 hours per day per consultant for any onsite work. Our overall estimate for this project includes the following:

Baseline Implementation Phase	Estimated Hours
Installation and Support	48
Orientation	32

Roll Out Preparation	24
Deployment	56
Total	160
Total Estimated Cost	\$34,400

Time and Materials at \$215 per hour to be billed on a monthly basis as incurred and due within 30 days. All onsite work will be billed at a minimum of 8 hours/day. Travel expenses as incurred without markup, to be billed as incurred. In the event the Client chooses to cancel a scheduled on-site training workshop or consulting visit within two (2) weeks of the scheduled event, Blackboard Analytics may invoice the Client for 50% of the engagement plus any incurred travel change/cancellation fees.

The level of effort and associated costs specified in this document are estimates only. Unforeseen or requested changes in requirements, technology, scheduling and resources may cause these to change. Additionally, the schedule for this project will be determined after the Implementation Services Agreement and SOW have been executed. While the pricing of this estimate is valid for 60 days, the schedule is wholly dependent upon the date on which the contract is signed. Any delays in executing this agreement will impact the timeframe in which the project is initiated.

5 Project Guidelines

5.1 General

The following guidelines enable clear communication and sensible risk management.

1. Blackboard Analytics staff work on a time & materials basis.
2. Each project has a primary point of contact at Blackboard Analytics who shall assist with preparation, planning and delivery of all services.
3. The Blackboard Analytics point of contact will assist the client with management of budgeted hours and tracking task completion.

5.2 Client Responsibilities

The entire client project team will be an integral part of the implementation process. Their participation in the planning and development of the solution is expected.

Client will have primary and final responsibility for the following items:

- Overall project management for the project
- Purchase, installation and configuration of all hardware, third party software and network infrastructure
- Prioritization and allocation of Blackboard resources assigned to specific implementations tasks (see Baseline Implementation Plan) as jointly agreed between Client and Blackboard.
- Client is responsible for the validation of all data in the data warehouse and the overall integrity of the contents of the data warehouse.
- Final development of all reporting content to be deployed to end users
- Development of end user training materials and conducting end user training.
- Design and configuration of security rules as required by Client (e.g., ProClarity, SQL Server, Analysis Services, and Dashboards). Additionally, Client is responsible for all research, troubleshooting and configuration changes required to enable third party reporting tools to properly function within Client's network environment. Blackboard has not included any planned consulting time within the Estimated Days for security configuration and troubleshooting.
- Providing Blackboard Analytics with remote access to the hardware and data required for installation and customizations
- Providing expertise as it pertains to needed data sources and details
- Printing copies of materials provided to the project participants
- Client understands and agrees that it, and not Blackboard, is responsible for obtaining all third party software licenses necessary and sufficient to enable Client to utilize, and realize the benefits of the use of, the data warehouse application lawfully and in compliance with all applicable intellectual property and other laws, rules and regulations.

5.3 Assumptions

The activities and estimates called out in this proposal are subject to certain assumptions presented below. In addition, this project is subject to certain risks that could negatively affect the project's outcome and determine whether the project is completed within scope, on time and within budget.

1. The pre-built integration capability assumes that the Batch UID field in Learn can be readily parsed into the required SIS keys to uniquely identify the related course in the SIS database. Our estimated total project effort assumes one half (.5) a day of customization by Blackboard consultants to modify the SQL scripts required to parse the Batch UID field into the required SIS key components. If any courses in Learn do not adhere to a standardized methodology for linking back to the SIS database, additional effort beyond the scope of this project may be required to customize the SIS integration to successfully link all courses.
2. A single Client project manager will confirm the scope of work, project requirements, quality control measures, and the project budget and schedule. This client project manager authorizes the Blackboard Analytics project manager to perform work within the guidelines of the Statement of Work in the Implementation Services Agreement.
3. To the extent possible, the client team will be an integral part of the process and will participate in the delivery of the solution.
4. The client will provide all network and systems configuration information and systems access, as required for the proper integration and installation of the Blackboard Analytics system.
5. Throughout the implementation Blackboard Analytics assumes the Client will dedicate appropriate resources to complete the required tasks outlined in the work plan. Based on past successes, we estimate that the core project team will dedicate approximately 20% of their time to complete these tasks.

5.4 Risks and Considerations

1. The Project Team members must be given adequate time away from normal duties to complete the work required to make this project a success.
2. The client project manager is not available or authorized to make critical project decisions that are required to allow the work to progress.
3. The client project team is not able or willing to participate in the Orientation and/or Training sessions.
4. The client project team lacks the appropriate technical and functional knowledge required to constructively participate in the implementation process.

5. Changes to scope, resources, staffing, or timeline may impact this estimate. In the event a change occurs, the Blackboard Consulting Project Manager will capture and assess the impact and relevant implications through the project Change Control Process. This process will yield a Project Change Request (PCR) document for the client's review and consideration. The PCR requires client and Blackboard signatures to be valid and actionable, if applicable. Blackboard will bill all PCRs on a Time and Materials basis at a rate of \$200 per hour.

6 After the Agreement is Signed

Once the client has signed the implementation services agreement with an associated statement of work and purchase order, the project can begin. Work can typically be scheduled within ~~four to six~~ weeks of execution of the work order.

Blackboard Analytics staff will work with the client to create a mutually acceptable project schedule of baseline deliverables.

The following steps typically occur.

1. A Blackboard Analytics project manager will be assigned.
2. The Blackboard Project Manager will provide information concerning the Project Kickoff meeting and necessary attendees prior to the meeting.
3. The Blackboard Analytics Project Manager will provide documentation to assist with functional and technical planning and preparation.
4. The Client will prepare the technical infrastructure as outlined in Blackboard Analytics documentation.

The Blackboard Analytics Project Manager will work with the client to schedule the installation an

* Supported platforms include Datatel Colleague, SunGard Banner, and Oracle PeopleSoft.



PRICE CONTRACT AMENDMENT

Blackboard, Inc.
650 Massachusetts Ave, NW, Ste. 600
Washington, D.C. 20001

Representative: Andrew Houts Phone: 913-217-7254 FAX: 202-318-2619
Email: Andrew.houts@blackboard.com

PRICE CONTRACT NO.: KCTCS-0000000312
AMENDMENT NO.: 4
COMMODITY/SERVICE: Tier 1 Student Services Help Desk
COLLEGE: KCTCS
DATE: December 12, 2013

THE CHANGE(S) INDICATED BELOW ARE TO BE INCORPORATED AS A PART OF THE ABOVE REFERENCED PRICE CONTRACT. ALL OTHER TERMS AND CONDITIONS REMAIN IN EFFECT.

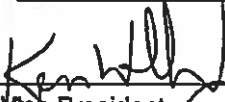


To upgrade to an Enterprise License:

Per attached Blackboard Pricing Agreement – accounts only for upgrade portion to items listed.

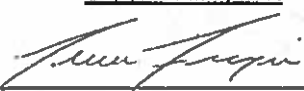
To be invoiced to Technology Solutions

All terms and conditions remain unchanged.

OFFICIAL APPROVAL
KENTUCKY COMMUNITY & TECHNICAL COLLEGE

 12/12/13
Vice President Date
 12-12-13
Director of Purchasing Date
 12/12/13
RFP/Contract Specialist Date

OFFICIAL SIGNATURE
Blackboard, Inc.

 12/12/2013
Signature Date
Tess Frazier
Typed or Printed Name
Vice President - Contracts
Title



Blackboard

This Blackboard Order Form ("Order Form") by and between Blackboard (as defined below) and Kentucky Community and Technical College System ("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, together with the Education Management Services Master Agreement dated July 1, 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	U of M	Product Code	Product or Service Description	Term 1 Fees ¹	Term 2 Fees
				1/1/14 - 6/30/14	7/1/14 - 6/30/15
1	Seats	SS-SDI-IWKS-ST	INTELLIWORKS SEAT	\$ 35,513.70	\$ 45,000
1	Seats	SS-SDI-PARA-ST	BB CRM SEAT	\$ 87,246.85	\$ 163,000
16	Integrations	SS-SDI-STRF-CNC	STARFISH CONNECT	\$ 36,000	\$ 72,000
TOTALS:				\$ 158,760.55	\$ 280,000

B. Term


- Initial Term: Unless otherwise specified in the Product or Service Description above, the Initial Term shall be January 1, 2014 through June 30, 2015.
- Unless otherwise specified in the Product or Service Description above, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
- Effective Date: January 1, 2014


C. Payment Terms

- All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars (\$) are United States currency.
- Customer shall be invoiced for amounts due in respect of the first year of the Initial Term upon execution of this Order Form.
- 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.
- The parties agree that the payment terms are as indicated below:
 - \$62,480 - remaining balance due now from agreement signed 3/27/13 - Will be invoiced in addition to the first term (1/1/2014 through 6/30/2014)
 - \$158,760.55 - due upon execution of this agreement for first 6 months (1/1/14 through 6/30/14)
 - \$280,000 - to be invoiced June 30th for period 7/1/14 through 6/30/15 in addition to \$202,000 from master agreement

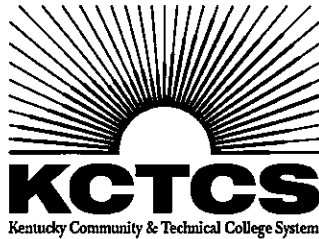
D. Special Provisions

- The parties agree that the Education Management Services Master Agreement terms and conditions dated July 1, 2011 are hereby incorporated by reference.
- This contract is an addendum to contract between KCTCS and Blackboard and changes the fee schedule for the following technology licenses:
 - Bb CRM - unlimited use license and 20 departments - \$265,000 total annual fee (\$163,000 annual increase)
 - Intelliworks - unlimited use license and 6 integrations - \$145,000 total annual fee (\$45,000 annual increase)
- It also adds:
 - Integration between Starfish and Bb Collaborate for all 16 colleges - \$72,000 total annual fee
 - Total Annual licensing fees = \$482,000
 - Current licensing fees = \$202,000
 - Net Increase = \$280,000

Customer: Kentucky Community and Technical College System
Signature 
Name (printed) Paul B Czarpata
Title (printed) VP/CIO
Date 12/11/2013

Blackboard ("Blackboard")
Signature 
Name (printed) TESS FRAZIER
Title (printed) VICE PRESIDENT
Date 12/12/2013

¹ For purposes of clarification, Term 1 includes a prorated amount for the increase from the March 2013 amendment. The values are included here and amount to 95 days, from 3/27/2014-6/30/2014, of what is owed for that portion of the upgrade. \$5,746.85 for BB CRM SEAT and \$13,013.70 for INTELLIWORKS Seat.



PRICE CONTRACT AMENDMENT

Blackboard Collaborate, Inc.
10 East 40th St, 11th Floor
New York, NY 10016

Representative: Jesse Girardi Phone: 978-377-0081 FAX: 212-313-9465
Email: jesse.girardi@blackboard.com

PRICE CONTRACT NO.: KCTCS-0000000206
AMENDMENT NO.: 2
COMMODITY/SERVICE: Live Class and Voice Tools Software & Services
COLLEGE: KCTCS
DATE: October 3, 2013

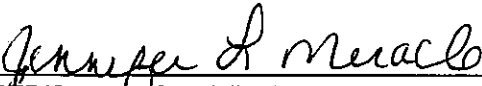

THE CHANGE(S) INDICATED BELOW ARE TO BE INCORPORATED AS A PART OF THE ABOVE REFERENCED PRICE CONTRACT. ALL OTHER TERMS AND CONDITIONS REMAIN IN EFFECT.

Per attached invoice renewal.

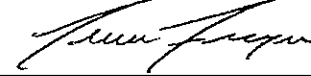
Extend Contract Expiration to March 16, 2014.

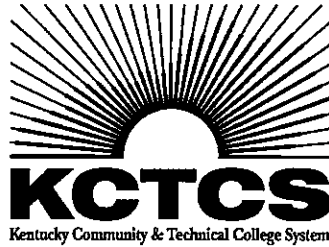
All terms and conditions remain unchanged.

OFFICIAL APPROVAL
KENTUCKY COMMUNITY & TECHNICAL COLLEGE

 10/3/13
RFP/Contract Specialist (859) 256-3297 Date
 10/3/13
Assoc./Director of Purchasing Date

OFFICIAL SIGNATURE
Blackboard Collaborate, Inc.

 10/3/2013
Signature Date
Tess Frazier
Typed or Printed Name
Vice President - Contracts
Title



PRICE CONTRACT AMENDMENT

Blackboard Collaborate, Inc.
10 East 40th St, 11th Floor
New York, NY 10016

Representative: Jesse Girardi Phone: 978-377-0081 FAX: 212-313-9465
Email: jesse.girardi@blackboard.com

PRICE CONTRACT NO.: KCTCS-0000000206
AMENDMENT NO.: 3
COMMODITY/SERVICE: Live Class and Voice Tools Software & Services
COLLEGE: KCTCS
DATE: February 4, 2014


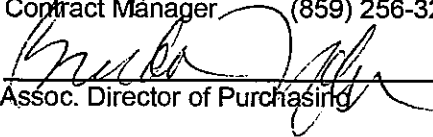
THE CHANGE(S) INDICATED BELOW ARE TO BE INCORPORATED AS A PART OF THE ABOVE REFERENCED PRICE CONTRACT. ALL OTHER TERMS AND CONDITIONS REMAIN IN EFFECT.

Per attached invoice renewal.


Extend Contract Expiration to March 16, 2015.

All terms and conditions remain unchanged.

OFFICIAL APPROVAL
KENTUCKY COMMUNITY & TECHNICAL COLLEGE


Contract Manager (859) 256-3297 Date

Assoc. Director of Purchasing Date

OFFICIAL SIGNATURE
Blackboard Collaborate, Inc.

 2/7/2014
Signature Date
Tess Frazier
Typed or Printed Name
Vice President - Contracts
Title

Renewal Notice
THIS IS NOT AN INVOICE, DO NOT PAY



Blackboard

Blackboard Inc.
650 Massachusetts Ave., NW
6th Floor
Washington DC 20001
USA

Phone: (202) 463-4860 X2721
Fax : (202) 318-2619
Federal ID # 52-2081178

Send Purchase Order to

Blackboard Finance Operations
650 Massachusetts Avenue NW, 6th Floor
Washington, DC 20001 USA
Fax: (202) 318-2619
FinanceOps@blackboard.com

Unless otherwise notified, invoice will be sent to the address below.

Client Contact Information

Kentucky Community and Technical College
System
300 North Main Street
Versailles, KY 40383
USA

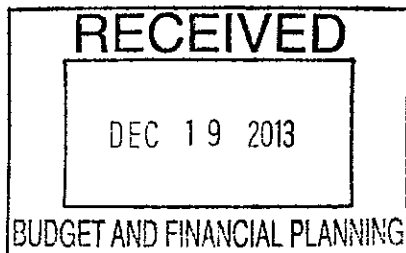
Client ID: 101257

Renewal Notice Date: December 06, 2013

The renewal pricing listed below is based on your contract with Blackboard and is provided to facilitate generation of purchase orders for your upcoming renewal item. The amounts listed below do not include applicable taxes, which will be assessed and included at the time of invoice.

Renewal ID: Bb-017753

<u>Qty</u>	<u>Product Name</u>	<u>Product Description</u>	<u>Start Date</u>	<u>End Date</u>	<u>Price (USD)</u>
1	Wimba Voice Hosting Current		03/17/2014	03/16/2015	10,473.75
1	Wimba Voice License 25001-50000		03/17/2014	03/16/2015	33,097.05
1	Wimba Classroom License 25001-50000		03/17/2014	03/16/2015	73,183.67
1	Wimba Classroom Hosting Current		03/17/2014	03/16/2015	16,813.18



Renewal Amount (USD) 133,567.64

OK to pay
12/18/13



PRICE CONTRACT AMENDMENT

Blackboard Collaborate, Inc.
10 East 40th St, 11th Floor
New York, NY 10016

Representative: Tess Frazier Phone: 978-377-0081 FAX: 212-313-9465
Email: tess.frazier@blackboard.com

PRICE CONTRACT NO.:	KCTCS-0000000206
AMENDMENT NO.:	4
COMMODITY/SERVICE:	Live Class and Voice Tools Software & Services
COLLEGE:	KCTCS
DATE:	April 6, 2015

THE CHANGE(S) INDICATED BELOW ARE TO BE INCORPORATED AS A PART OF THE ABOVE REFERENCED PRICE CONTRACT. ALL OTHER TERMS AND CONDITIONS REMAIN IN EFFECT.

Extend Contract Expiration to March 16, 2016.

Contract term and fees to be modified as per attached pricing summary.

OFFICIAL APPROVAL
KENTUCKY COMMUNITY & TECHNICAL COLLEGE

[Signature] 4/16/15
Contract Analyst *Sophia Analegati* Date
Jennifer A. Morale 4/16/15
Contract Manager Date

OFFICIAL SIGNATURE
Blackboard Collaborate, Inc.

[Signature] 4/7/2015
Signature Date
Tess Frazier
Typed or Printed Name
Vice President - Contracts
Title



Blackboard

READ THESE TERMS CAREFULLY BEFORE INSTALLING OR ACCESSING THE BLACKBOARD™ SOFTWARE/EQUIPMENT/SERVICES. BY INSTALLING OR USING THE BLACKBOARD SOFTWARE/EQUIPMENT/SERVICES, CUSTOMER REPRESENTS AND WARRANTS THAT IT HAS READ THE TERMS ASSOCIATED WITH THIS LICENSE AGREEMENT, THAT IT UNDERSTANDS SUCH TERMS, AND IT, ITS EMPLOYEES AND AGENTS WILL BE BOUND BY ITS TERMS. IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS ASSOCIATED WITH THIS LICENSE AGREEMENT, PLEASE DO NOT INSTALL OR USE BLACKBOARD™ SOFTWARE/EQUIPMENT/SERVICES.

This Blackboard Order Form ("Order Form") by and between Blackboard (as defined below) and Kentucky Community and Technical College System ("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, together with the Education Management Services Master Agreement dated June 23, 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	Initial Term Fees 3/17/15 - 3/16/16
1	Bb Collaborate Web Conferencing	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. - 25,001 - 50,000 FTE	\$ 94,496.69
1	Bb Collaborate Voice Authoring	Bb Collaborate Voice Authoring 25,001 - 50,000 FTE	\$ 43,570.80
TOTALS:			\$ 138,067.49

DESIGNATED SERVER SITE: Hosted by Blackboard

B. Term

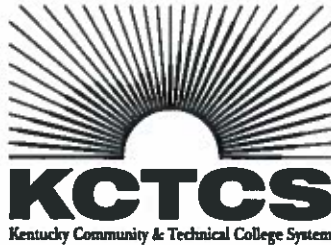
1. Initial Term: Unless otherwise specified in the Product or Service Description above, the Initial Term shall be one (1) year following the Effective Date.
2. Unless otherwise specified in the Product or Service Description above, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Effective Date: March 17, 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 Initial 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 at <http://agreements.blackboard.com/libinc/collaborateschedule.aspx> shall be incorporated herein.



PRICE CONTRACT AMENDMENT

Blackboard, Inc.
650 Massachusetts Ave, NW, Ste. 600
Washington, D.C. 20001

Representative: Andrew Houts Phone: 913-217-7254 FAX: 202-318-2619
Email: Andrew.houts@blackboard.com

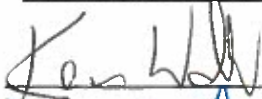


PRICE CONTRACT NO.: KCTCS-0000000312
AMENDMENT NO.: 5
COMMODITY/SERVICE: Tier 1 Student Services Help Desk
COLLEGE: KCTCS
DATE: June 18, 2014

THE CHANGE(S) INDICATED BELOW ARE TO BE INCORPORATED AS A PART OF THE ABOVE REFERENCED PRICE CONTRACT. ALL OTHER TERMS AND CONDITIONS REMAIN IN EFFECT.

To include expanded presence Starfish training per the attached Agreement and Statement of Work.

All terms and conditions remain unchanged.

OFFICIAL APPROVAL
KENTUCKY COMMUNITY & TECHNICAL COLLEGE

 6/19/14
Vice President Date
 6/19/14
Contract Manager Date
 6/19/14
Procurement Manager Date

OFFICIAL SIGNATURE
Blackboard, Inc.

Signature Date

Typed or Printed Name

Title



Blackboard

This Blackboard Order Form ("Order Form") by and between Blackboard (as defined below) and Kentucky Community and Technical College System ("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, together with the Education Management Services Master Agreement dated June 23, 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. Software & Services Product and Pricing Summary

Qty	Product Name	Product or Service Description	Net Price
1	EXPANDED PRESENCE TRAINING	Bb Training: Expanded Presence Training	\$ 24,000
TOTAL:			\$ 24,000

B. Term

1. **Initial Term:** Unless otherwise specified in the Product or Service Description above, the Initial Term shall not exceed the expiration of the Master Agreement dated June 23, 2011.
2. **Effective Date:** Upon execution of this Order Form.

C. Payment Terms

1. All payments shall be due Net 30 and billed as work completed. Unless otherwise specified, all dollars (\$) are United States currency.
2. **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. The terms and conditions of the Amendment 3 to KCTCS price contract KCTCS-00312 effectively dated March 31, 2013 are incorporated herein.
2. The Statement of Work outlining the services to be provided is attached as an exhibit and incorporated herein.
3. The Parties agree that fees under this Order Form shall not exceed \$24,000 unless otherwise mutually agreed upon between the Parties.
4. Blackboard agrees to abide by Customer's travel policy in regards to reimbursement of travel expenses.

Customer: Kentucky Community and Technical College System
Signature: <i>Gloria McAll</i>
Name (printed): <i>Gloria McAll</i>
Title (printed): <i>Vice President</i>
Date: <i>June 19, 2014</i>

Blackboard ("Blackboard")
Signature:
Name (printed):
TESS FRAZIER
Title (printed):
VICE PRESIDENT
Date:

EXHIBIT TO
BLACKBOARD ORDER FORM
STATEMENT OF WORK

This Work Statement is a preliminary expectation of both Blackboard and Kentucky Community and Technical College System ("Customer") of the services that may need to be performed. As such it may be modified by a writing approved by the designated representatives of each Blackboard and Customer. The work described below is intended to be performed on a firm fixed price basis.

This Statement of Work (SOW) is an exhibit to the Order Form between Blackboard and Customer which is hereby referenced and incorporated into this SOW and will legally control the delivery of services.

1 Engagement Summary

The Customer has purchased Starfish Retention Solutions and is seeking additional training hours from Starfish.

2 Scope of Work

2.1 Starfish Training

Blackboard will provide training work to KCTCS on their implementation and strategy of Starfish Retention Solutions. The following activities included but not limited to:

- Project management
- Configuration
- Installation and configuration of Starfish Building Block into KCTCS' Blackboard Learn solution.
- Training development and training
- Test planning and testing

3 Approach and Timetable

The Starfish training hours will be delivered prior to the expiration of the Master Agreement dated June 23, 2011.

4 Staffing

In order to complete this project, Blackboard will partner with Starfish to deliver the work.

5 Fee and Billing Schedule

Blackboard's fee for this engagement will be as follows:

Objective / Phase	
Starfish Training 11 hours for the KCTCS Starfish strategy	\$24,000
Subtotal	\$24,000
Expenses (travel-related, etc.)	Billed as incurred.
Total	\$24,000

6 Change Control

Changes to scope, resources, staffing, or timeline may impact the pricing set forth herein. In the event a change occurs, the parties may capture and assess the impact and relevant implications through the project change control process. In this process, the parties will agree on a Project Change Request ("PCR") document. Any PCR must be approved by both Customer and Blackboard.

7 Customer's Responsibilities

Blackboard will rely on Customer's active participation in the project, including participation in planning meetings, work sessions, and status meeting, and timely provision of requested materials and information, input on project work processes, and feedback on work product. Customer will staff to this effort experienced resources who are well versed in the subject matter of the engagement, and who have a strong knowledge of each university's marketing and recruiting mechanisms and challenges.

Customer will appoint a Project Director for this initiative, who will serve as a single point of contact for Blackboard for decisions and approvals. Customer's Project Director will be empowered to make decisions related to this project on Customer's behalf.

8 Assumptions

Blackboard's approach, timeline, team structure, and professional fees are based on the assumptions below. Variance from these assumptions will be considered a request to change the scope of services performed under this SOW subject to the Blackboard Professional Services Schedule between Customer and Blackboard, and may affect the actual schedule and cost of the project.

- The services provided under this SOW are independent of any other software or services Customer may have purchased from Blackboard, and payment may not be offset or delayed in light of any such software or other services.
- Customer will provide Blackboard with access to the appropriate Customer physical and technical environments in the timeframes confirmed with the Blackboard Project Manager to the extent required for Blackboard to successfully complete the effort outlined in this document.
- When Blackboard asks Customer to make a decision on any aspect of the project set forth herein, or to review any draft working products, Customer will respond within five (5) business days.
- Quality involvement and working products from the Customer are critical to the project's success. Customer's Project Director shall be responsible for coordinating all meetings that involve Customer and third-party contractor staff members, working products, and information requests within the agreed upon timeframes.
- Customer is responsible for providing Customer-side subject matter experts to assist in identifying business rules, resolving process discrepancies and answering ad hoc questions. The subject matter expert will be made available as needed during the course of the engagement and will be responsible for soliciting input from additional Customer personnel as needed.
- Customer will separately procure and provide third-party products and services in a timely manner to support Blackboard's work, if appropriate.



PRICE CONTRACT AMENDMENT

Blackboard Collaborate, Inc.
10 East 40th St, 11th Floor
New York, NY 10016

Representative: Tess Frazier Phone: 978-377-0081 FAX: 212-313-9465
Email: tess.frazier@blackboard.com

PRICE CONTRACT NO.:	KCTCS-0000000206
AMENDMENT NO.:	5
COMMODITY/SERVICE:	Live Class and Voice Tools Software & Services
COLLEGE:	KCTCS
DATE:	December 7, 2015

THE CHANGE(S) INDICATED BELOW ARE TO BE INCORPORATED AS A PART OF THE ABOVE REFERENCED PRICE CONTRACT. ALL OTHER TERMS AND CONDITIONS REMAIN IN EFFECT.

Extend Contract from March 17, 2016 to March 16, 2017.

All other terms and conditions remain unchanged.

OFFICIAL APPROVAL
KENTUCKY COMMUNITY & TECHNICAL COLLEGE

Joseph L. Matthews 12/14/2015
Contract Analyst Date
Janice L. Miracle 12/14/2015
Contract Manager Date

OFFICIAL SIGNATURE
Blackboard Collaborate, Inc.

Tess Frazier 12/9/2015
Signature Date
Tess Frazier
Typed or Printed Name
Vice President - Contracts
Title



Blackboard

This Blackboard Order Form ("Order Form") by and between Blackboard (as defined below) and Kentucky Community and Technical College System ("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, together with the Education Management Services Master Agreement dated June 23, 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	Initial Term Fees 3/17/16 - 3/16/17
1	WEB CONFERENCING 25001-50000 (FTE)	Bb Collaborate Web Conferencing - includes 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 - 25001-50000	\$ 98,680.81
1	VOICE AUTHORIZING 25001-50000 (FTE)	Bb Collaborate Voice Authoring - FTE - 25001-50000	\$ 45,500.02
TOTALS:			\$ 144,180.83

DESIGNATED SERVER SITE: Hosted by Blackboard

B. Term

- Initial Term: Unless otherwise specified in the Product or Service Description above, the Initial Term shall be one (1) year following the Effective Date.
- Unless otherwise specified in the Product or Service Description above, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
- Effective Date: March 17, 2016

*Jim
vpm
Mutual
agrees*

C. Payment Terms

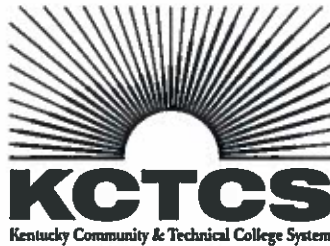
- All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars (\$) are United States currency.
- Customer shall be invoiced for amounts due in respect of the first year of the Initial Term upon execution of this Order Form.
- Sales Tax: If applicable, a copy of your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

D. Special Provisions

- The terms and conditions of the Blackboard Collaborate Schedule effectively dated March 17, 2015 shall be incorporated herein.

Customer: Kentucky Community and Technical College System
Signature: <i>[Signature]</i>
Name (printed): Paul Czargodny
Title (printed): VP/CIO
Date: 12/16/15

Blackboard ("Blackboard")
Signature: <i>[Signature]</i>
Name (printed): TESS FRAZIER
Title (printed): VICE PRESIDENT
Date: 12/9/2015



PRICE CONTRACT AMENDMENT

Blackboard, Inc.
650 Massachusetts Ave, NW, Ste. 600
Washington, D.C. 20001

Representative: Kelly Hamilton Phone: 317-223-8350 FAX: 202-318-2619
Email: Kelly.hamilton@kctcs.edu

PRICE CONTRACT NO.: KCTCS-0000000312
AMENDMENT NO.: 7
COMMODITY/SERVICE: Tier 1 Student Services Help Desk
COLLEGE: KCTCS
DATE: June 27, 2016

THE CHANGE(S) INDICATED BELOW ARE TO BE INCORPORATED AS A PART OF THE ABOVE REFERENCED PRICE CONTRACT. ALL OTHER TERMS AND CONDITIONS REMAIN IN EFFECT.

Extend price contract period from July 1, 2016 through June 30, 2018 per the attached Student Services Help Desk Order Form.

Quarterly invoicing the per the following schedule:

July 1, 2016 - \$1,531,145.86
October 1, 2016 - \$777,863.86
January 1, 2017 - \$777,863.86
April 1, 2017 - \$777,863.86

Service levels in D. Special Provisions of the Student Services Help Desk Order Form will replace previously agreed upon service levels.


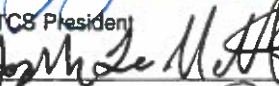
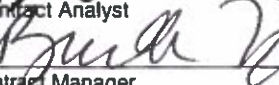
The Parties agree to the following:

- ☐ All incoming interactions will be associated with a ticket.
- ☐ Blackboard will provide reports as needed broken down by line of business (i.e. Financial Aid, Student Accounts, Registration, etc.).
- ☐ All advisors will answer incoming interactions with an updated script that references "KCTCS" vs the brand of the individual college.


Extend price contract period from July 1, 2016 through June 30, 2017 per the attached Blackboard Managed Hosting Order Form. One payment of \$448,220.04 to be made by Technology Solutions.

All terms and conditions remain unchanged.

OFFICIAL APPROVAL
KENTUCKY COMMUNITY & TECHNICAL COLLEGE

 6/28/16
KCTCS President Date
 6/29/16
Contract Analyst Date
 6/29/16
Contract Manager Date

OFFICIAL SIGNATURE
Blackboard, Inc.

 June 29, 2016
Signature Date
Bill Jones
Typed or Printed Name
Associate General Counsel
Title



This Blackboard Order Form ("Order Form") by and between Blackboard (as defined below) and Kentucky Community and Technical College System ("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, together with the Education Management Services Master Agreement dated June 23, 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 Code	Product or Service Description	Initial Term July 1, 2016 – June 30, 2017
1 00	AS-ASPDIA-ADD-NA	Blackboard Managed Hosting - Additional 7500 Users Diamond Engagement Plan, North America	\$35,021.16
1 00	AS-ASPDIA-ADD-NA	Blackboard Managed Hosting - Additional 7500 Users Diamond Engagement Plan, North America	\$35,021.16
1 00	AS-ASPDIA-NA	Blackboard Managed Hosting Diamond Engagement Plan, North America	\$168,050.76
1 00	AS-HST-STOR1TB	Blackboard Managed Hosting Storage 1TB open market	\$0.00
1 00	AS-ASPDIA-ADD-NA	Blackboard Managed Hosting - Additional 7500 Users Diamond Engagement Plan, North America	\$35,021.16
1 00	AS-ASPDIA-ADD-NA	Blackboard Managed Hosting - Additional 7500 Users Diamond Engagement Plan, North America	\$35,021.16
1 00	AS-HST-STOR1TB	Blackboard Managed Hosting Storage 1TB open market	\$0.00
1 00	AS-ASPDIA-ADD-NA	Blackboard Managed Hosting - Additional 7500 Users Diamond Engagement Plan, North America	\$35,021.16
1 00	AS-ASPDIA-ADD-NA	Blackboard Managed Hosting - Additional 7500 Users Diamond Engagement Plan, North America	\$35,021.16
1 00	AS-ASPDIA-ADD-NA	Blackboard Managed Hosting - Additional 7500 Users Diamond Engagement Plan, North America	\$35,021.16
1 00	AS-ASPDIA-ADD-NA	Blackboard Managed Hosting - Additional 7500 Users Diamond Engagement Plan, North America	\$35,021.16
TOTAL			\$448,220.04

B. Term

- Unless otherwise specified in the Product or Service Description above, the Initial Term shall be one (1) year from the Effective Date indicated herein.
- This Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
- Effective Date: July 1, 2016

C. Payment Terms

- All initial and subsequent payments shall be due Net 30. All dollars (\$) are United States currency.
- 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

- The terms and conditions of the Managed Hosting Schedule, dated March 28, 2013, shall be incorporated herein.

++ Blackboard Diamond Engagement Plan

- Includes hosting for Blackboard Learn™ Software
- Includes Non-Production Test Environment, Staging Environment, and Service Delivery Team resources dedicated to Diamond Engagement Level clients, all described below.
- 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 up to 68,000 Active Users* 3.35 TB of storage and 29 Mbps of bandwidth measured using the 95th percentile calculation (as defined below) delivered via redundant Internet uplink and Managed Firewall Service.
- Additional storage and bandwidth are separately charged.
- Additional Service units for 7,500 additional Active Users*, additional 1 Mbps bandwidth and 100 GB additional storage are separately charged.
- Non-Production Test Environment
 - Includes installation of Test Copy Hosted Software on computer servers and systems in Blackboard's non-production environment designed to handle no more than 20 concurrent users at a time.
 - Includes 20 GB of server storage and burstable bandwidth provided through Blackboard's broadband connection, and, as an option, grants Customer full root access to servers.
 - Is not designed to fully replicate or clone the production environment in terms of physical infrastructure or data set.
 - By its nature DOES NOT meet the Service Level specifications under Exhibit A, and therefore, DOES NOT qualify for Service Level Guarantees.
- Staging Environment
 - Includes installation of Test Copy Hosted Software on computer servers and systems in Blackboard's production environment.
 - Includes 100 GB of storage (not including production clones).
 - Is not designed to fully replicate or clone the production environment in terms of physical infrastructure.
 - Upon request, Managed Hosting will provide up to four (4) clones of the Customer production data per year. This cloned data will not be backed up.
 - Is designed for Customer 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.
 - 99.7% Availability guarantee as described in Service Level specifications in Exhibit A applies for all Staging Environments.

- **Service Delivery Team Resources**
 - Initial term annual fee includes Diamond1 level monthly utilization of dedicated Service Delivery Team staff resources
 - Service Delivery Team consists of Service Delivery Manager (SDM) and Service Delivery Engineer (SDE) resources dedicated to Platinum and Diamond Engagement Plan clients only, and the team resources can be purchased such that aggregate team resource utilization rate of on average 10 hours per week are available for Customers. For example, a client can purchase Diamond1 level and will receive individual SDM resource dedicated to customer in terms of the management, communication and documentation responsibilities outlined below AND SDE resource for premium level of support (dedicated Tier2 and Subject Matter Expertise on Blackboard Learn and a number of other Blackboard products). The Service Delivery Team will provide monthly Service Delivery Team resource utilization report to Customer, providing aggregate team resource consumption time detail
 - Roles and responsibilities of the SDM will primarily fall under the following three objectives: management, communication and documentation
 - A. **Management** – Plan and project manage Customer's Managed Hosting infrastructure implementation, growth, and planned and reactive changes. To meet this objective, the SDM's tasks may include, but not be limited to, the following:
 - Central Point of Contact and Escalation: The SDM will be the central point-of-contact within Blackboard Managed Hosting and maintain day-to-day knowledge of all plans, activities, and status of projects and issues involving Customer's hosted environment and act as a coordinator within Blackboard for all operational and support issues on Blackboard products that Customer owns.
 - Infrastructure Management: Plan and manage projects involving Customer's infrastructure for scalability, optimal performance, and growth in coordination with Customer and all elements within Blackboard
 - Internal Blackboard Delivery Coordination: Coordinate with Diamond Engagement Plan Tier-I Support Team, SDE resources and Managed Hosting Operations and Engineering, Blackboard Consulting Project Management and other elements of Blackboard as needed to deliver and manage Customer's requirements
 - Managed Hosting Support Activities: Manage directly support activities with hosted Blackboard applications and infrastructure, leveraging Tier-I team dedicated to Service Delivery Team and SDE resources, including but not limited to
 - Direct oversight of ticket prioritization and escalation within Blackboard
 - Risk assessment of support activities focused on impact analysis and evaluation based on updates and upgrades
 - Infrastructure and Software Upgrade Management: Design and implement Managed Hosting testing and/or staging in coordination with Customer as necessary for testing and evaluation purposes (examples: upgrading from one Blackboard version to another and upgrading application servers)
 - Auditing: Regularly conduct systems audit and analysis on Customer's Managed Hosting environment's performance and utilization for proactive monitoring, infrastructure management, forecasting and reporting purposes
 - Customer Business Planning Integration: Keep master schedule of Customer'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 Customer support (with a special focus on providing transparency and visibility into the purchased Managed Hosting services and change management). To meet this objective, the SDM's tasks may include, but not be limited to, the following:
 - Contact: Be fully dedicated to Customer's Systems Administrators and Operations staff through a dedicated phone number/email/instant messenger (or other contact method) for day-to-day Managed Hosting support requests and status reporting
 - Project Communication: Build two-way communication processes in coordination with Customer for project management, support issue review and 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
 - Customer Site Visits: For Diamond2 Level – SDM will make one visit a calendar year for annual review and planning purposes. For Diamond3 Level – SDM will make at minimum 2 visits a calendar year for review and planning purposes
 - C. **Documentation** - Document and report on Customer's Managed Hosting infrastructure, projects status, escalation issues, and other Customer owned Blackboard products. Complete and thorough documentation will be a key aspect of meeting the management and communications objectives of the Service Delivery Team. As such, the SDM will provide the following documents during the life of the relationship between the SDM and Customer:
 - Operations and Plans: Develop detailed documents including Escalation process, Operations Handbook, Infrastructure overview and implementation plans
 - Regular Status Reporting: Document and provide weekly reports on all project plans and updates, and post-meeting (conference calls) minutes to Customer
 - Monthly Reporting: Document and provide monthly updated reports to Customer on items including but not limited to actual performance metrics against Service Level Agreement (SLA) requirements, monthly utilization rate of the Service Delivery Team resources, system utilization information and other relevant materials. Service Delivery Team will make best effort to customize the monthly reports per Customer's preferences
 - 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: Specifically against contractual SLA requirements, provide monthly reports on system utilization and performance, including host latency graphs, user activities summaries, and systems performance analysis. Goal will be to develop, mutually with Customer, a standard set of reporting for overall systems performance and management

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the final signature date below.

BLACKBOARD

CUSTOMER:

Signature

Signature

BILL JONES, ASSOCIATE GENERAL COUNSEL

Name and Title (printed)

Name and Title (printed)

June 26, 2016

Date

Date

Blackboard

This Blackboard Order Form ("Order Form") by and between Blackboard (as defined below) and Kentucky Community and Technical College System ("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, together with the Education Management Services Master Agreement dated June 23, 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	Initial Term Fees 7/1/16 - 6/30/17	Initial Term Fees 7/1/17 - 6/30/18
1	SS-SDI-STRF-ALT	Starfish EARLY ALERT is an early warning and student tracking system that allows a more holistic approach to student success.	\$ 294,000.00	\$ 294,000.00
1	SS-SDI-SIMS-DPT (Smartview)	Proprietary aggregator that works in coordination with the clients SIS/CRM system to reduce average call duration, as well as improve student experience.	\$ 88,000.00	\$ 88,000.00
1	SS-SDI-RPT-PRM	A web-based portal where authorized users can run reports aggregated from Service Desk Infrastructure and telephone data into an executive dashboard.	\$ 85,000.00	\$ 85,000.00
1	SS-SDI-IWKS-ST (Hobsons Radius)	Hobsons Radius CRM manages interactions, inquiry response, email marketing and event registration and analyzes the results of recruitment, retention and alumni marketing efforts.	\$ 168,000.00	\$ 168,000.00
1	SS-SDI-PARA-ST	Provides main user access to a BbCRM Department	\$ 46,282.00	\$ 46,282.00
1	SS-APM-DEDI	Dedicated account management includes: training, quality assurance, reporting, regular account reviews, call recording, knowledge management and staffing optimization.	\$ 578,047.00	\$ 578,047.00
1	SS-SDO-FA-INC	Virtualized inbound operational support providing access to student information regarding general and personalized inquiries, includes: live support via toll-free phone calls, web tickets and chat.	\$ 2,533,408.44	TBD*
1	SS-SDI-TECH-FASA	Technology Bundle for a one-stop-shop solution which includes IVR, Tracker, Smartview, Self Help Portal, Chat, Reporting, and After Call Survey.	\$ 0.00	\$ 0.00
1	SS-SDI-STRF-CNC	Starfish Collaborate Adapter provides integration between Hobson's Starfish and Blackboard's Collaborate applications.	\$72,000.00	\$72,000.00
TOTALS:			\$ 3,864,737.44	TBD

*Pricing to be determined using agreed upon FTE enrollment measurements

B. Term

- Unless otherwise specified in the Product or Service Description above, the Initial Term shall be two (2) years following the Effective Date.
- Effective Date: July 1, 2016

C. Payment Terms

- All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars (\$) are United States currency.
- 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.
- The Parties agree that payment shall be per the following schedule:

Quarterly Invoicing:

Year 1	Year 2
July 1, 2016 - \$1,531,145.86	TBD*
October 1, 2016 - \$777,863.86	
January 1, 2017 - \$777,863.86	
April 1, 2017 - \$777,863.86	

*Pricing/Invoicing to be determined using agreed upon FTE enrollment measurements

D. Special Provisions

- The Parties agree to the following SLAs, which are binding and replace any previously agreed upon SLAs.

Service Levels:

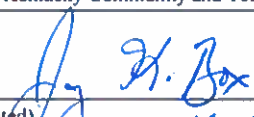
Blackboard shall provide Customer with the Support Services at or above the Service Levels described below.

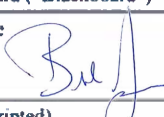
Metric	Definition	Measurement Method	Service Level
Live Phone Average Speed to Answer	Average Speed to Answer ("ASA") means the time required to answer a call from any Authorized End User, calculated as the time elapsed from when the Authorized End User selects an option from the telephone menu leading to a Blackboard advisor until the point at which a Blackboard advisor answers the call.	This Service Level shall be measured on a monthly basis as the ASA for all calls from Authorized End Users that are answered by Blackboard advisors during the previous month.	120 seconds for Financial Aid and Student Accounts, 90 seconds for Admissions Records and Registration Services

Metric	Definition	Measurement Method	Service Level
<u>Chat Average Speed to Answer</u>	Average Speed to Answer ("ASA") means the time required to answer a chat from any Authorized End User	This Service Level shall be measured on a monthly basis	180 seconds during non-rush, 120 seconds during rush Rush: the month of January and the month of August
<u>Web Tickets Speed to Answer</u>	Average Speed to Answer ("ASA") means the time required to answer a web ticket from any Authorized End User	This Service Level shall be measured on a monthly basis	4-hour during the rush, Non-rush: 24 hours Rush: the month of January and the month of August
<u>Call/Web/Chat Ticket Client Escalations</u>	All incoming interactions escalated to the client for resolution.	This Service Level shall be measured on monthly basis.	4-hour escalation during the rush, Non-rush: 24 hours Rush: the month of January and the month of August
<u>Quality/Accuracy</u>	Average Score of 75% for reviewed interactions.	This Service Level shall be measured on monthly basis.	75% Average score of at least 75% for reviewed interactions (Blackboard to capture all incoming calls and hold for 30 days for KCTCS review)
<u>Resolution Rate</u>	Resolution Rate means the percentage of Resolvable Items that are resolved by Blackboard. For purposes of this SLA, "Resolvable Items" means any issue that Customer and Blackboard have agreed in writing to be within the scope of items to be addressed by Blackboard advisors during an Inbound Interaction. Customer and Blackboard shall agree on the scope of Resolvable Items concurrently with or promptly following execution of this Agreement. Customer shall provide Blackboard with all information reasonably required for Blackboard to meet its obligations under this SLA.	This Service Level shall be measured on monthly basis as the Resolution Rate of all Resolvable Items handled by Blackboard advisors during the previous quarter.	90% (Less than 10% of resolvable issues will be escalated to KCTCS institution.)
<u>Agent Training</u>			Training hours per year for type of agent will exceed 80 hours for new hires and ongoing exceed 4% of annual paid hours for update training, quality coaching and developing. Additional training occurs for employees increasing their skills to take a further diversified portfolio of service types.
<u>Customer Satisfaction</u>	Customer Satisfaction is measured at 85% and 90% based on auto-generated after call surveys.	This Service Level shall be measured on monthly basis	90% - Question 1: Was the agent able to solve your issue, or provide the appropriate next steps? 85% - Question 2: Using a satisfaction scale of 1 to 5, where 5 is most satisfied and 1 is least satisfied, rate your satisfaction you received from today's call.

2. The Parties agree to the following

- All incoming interactions will be associated with a ticket.
- Blackboard will provide reports as needed broken down by line of business (i.e. Financial Aid, Student Accounts, Registration, etc.).
- All advisors will answer incoming interactions with an updated script that references "KCTCS" vs the brand of the individual college.

Customer: Kentucky Community and Technical College System
Signature 
Name (printed) Jay K. Box
Title (printed) KCTCS President
Date 6/26/16

Blackboard ("Blackboard")
Signature 
Name (printed) BILL JONES
Title (printed) ASSOCIATE GENERAL COUNSEL
Date June 26, 2016



PRICE CONTRACT AMENDMENT

Blackboard, Inc.
650 Massachusetts Ave, NW, Ste. 600
Washington, D.C. 20001

Representative: Kelly Hamilton Phone: 317-223-8350 FAX: 202-318-2619
Email: Kelly.hamilton@kctcs.edu

PRICE CONTRACT NO.: KCTCS-0000000312
AMENDMENT NO.: 8
COMMODITY/SERVICE: Tier 1 Student Services Help Desk
COLLEGE: KCTCS
DATE: September 1, 2016

THE CHANGE(S) INDICATED BELOW ARE TO BE INCORPORATED AS A PART OF THE ABOVE REFERENCED PRICE CONTRACT. ALL OTHER TERMS AND CONDITIONS REMAIN IN EFFECT.

Amend the price contract to add the product SS-OGS-ENR-SW per the attached Order Form, effective dated 09/01/2016.

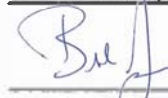
All terms and conditions remain unchanged.

OFFICIAL APPROVAL
KENTUCKY COMMUNITY & TECHNICAL COLLEGE


Contract Analyst

Procurement Manager
9/7/16
Date
9/7/16
Date

OFFICIAL SIGNATURE
Blackboard, Inc.


Signature
Sept 7, 2015
Date
Bill Jones
Typed or Printed Name
Associate General Counsel
Title

Blackboard

This Blackboard Order Form ("Order Form") by and between Blackboard (as defined below) and Kentucky Community and Technical College System ("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, together with the Education Management Services Master Agreement dated June 23, 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

Product Name	Product or Service Description	Initial Term September 1, 2016 – August 31, 2017	Initial Term September 1, 2017 – June 30, 2018
SS-OGS-ENR-SW	Software license for Starfish File Attachment Storage and Prospective Student Advising, including implementation.	\$19,999.99	\$17,599.99
TOTALS:		\$19,999.99	\$17,599.99

B. Term

- Unless otherwise specified in the Product or Service Description above, the Initial Term shall be twenty-two (22) months following the Effective Date.
- Unless otherwise specified in the Product or Service Description above, this Order Form may be renewed upon mutual agreement of both parties after the expiration of the Initial Term or any subsequent Renewal Term.
- Effective Date: September 1, 2016

C. Payment Terms

- All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars (\$) are United States currency.
- 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the final signature date below.

BLACKBOARD

Signature

BILL JONES, ASSOCIATE GENERAL COUNSEL

Name and Title (printed)

Sept 7, 2016

Date

CUSTOMER:

Signature

Brenda Nolan, Procurement Manager

Name and Title (printed)

9-7-16

Date



PRICE CONTRACT AMENDMENT #9

Blackboard, Inc.
650 Massachusetts Ave, NW, Ste. 600
Washington, D.C. 20001

Representative: Kelly Hamilton Phone: 317-223-8350 FAX: 202-318-2619
Email: Kelly.hamilton@kctcs.edu

PRICE CONTRACT NO.: KCTCS-0000000312
AMENDMENT NO.: 9
COMMODITY/SERVICE: Tier 1 Student Services Help Desk
COLLEGE: KCTCS
DATE: September 29, 2016

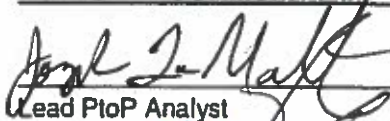
THE CHANGE(S) INDICATED BELOW ARE TO BE INCORPORATED AS A PART OF THE ABOVE REFERENCED PRICE CONTRACT. ALL OTHER TERMS AND CONDITIONS REMAIN IN EFFECT.

Amend the price contract to add the attached Order Form effective dated 10/01/2016, per the terms and conditions set forth in the order form and the attached e-mail communication subject titled "RE: Bb Regent Integration SOW".

This amendment will be valid through 10/01/2016 – 9/30/2017.

All terms and conditions remain unchanged.

OFFICIAL APPROVAL
KENTUCKY COMMUNITY & TECHNICAL COLLEGE

 9/29/16
Lead PtoP Analyst Date

 9/29/16
Procurement Manager Date

 9/29/16
KCTCS Vice President Date

OFFICIAL SIGNATURE
Blackboard, Inc.

 September 29, 2016
Signature Date

Bill Jones
Typed or Printed Name

Associate General Counsel
Title



This Blackboard Order Form ("Order Form") by and between Blackboard (as defined below) and Kentucky Community and Technical College System ("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, together with the Blackboard Master Agreement located at <http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx> 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 Code	Product or Service Description	Initial Term
1.00	SS-SVTO-IMP	SmartView, Regent New Integration New + Regent Update FA/SA/AR&R Trackers, Development Phase #1	25,000.00
1.00	SS-SVTO-MAINT	Annual Maintenance for SmartView, Regent Integration, FA/SA/AR&R Trackers	25,000.00
1.00	SS-SVTO-IMP	SmartView, Regent New Integration New + Regent Update Tracker, Implementation	74,600.00
1.00	SS-SVTO-IMP	SmartView, Regent New Integration New + Regent Update FA/SA/AR&R Trackers, Development Phase #2	25,000.00
1.00	SS-SVTO-IMP	First year Maintenance for SmartView, Regent Integration, FA/SA/AR&R Trackers	26,360.00
TOTAL			\$175,960.00

B. Term

- 1 Unless otherwise specified in the Product or Service Description above, the Initial Term shall be one (1) year from the Effective Date indicated herein.
- 2 Unless otherwise specified in the Product or Service Description above, this Order Form may be renewed by mutual agreement for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
- 3 Effective Date: October 1, 2016

C. Payment Terms

- 1 All initial and subsequent payments shall be due Net 30. All pricing above is in United States currency.
- 2 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 Exhibit A, entitled Statement of Work, is attached hereto and incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the final signature date below.
BLACKBOARD

CUSTOMER:

Signature

BILL JONES, ASSOCIATE GENERAL COUNSEL

Name and Title (printed)

September 29, 2016

Date

Signature

Name and Title (printed)

Date

**EXHIBIT A TO
THE BLACKBOARD ORDER FORM
STATEMENT OF WORK**

This Work Statement is a preliminary expectation of both Blackboard and Customer of the services that may need to be performed. As such it may be modified by a writing approved by the designated representatives of Blackboard and Customer.

This Statement of Work (SOW) is an exhibit to the Order Form between Blackboard and Customer which is hereby referenced and incorporated into this SOW and will legally control the delivery of services.

1. Scope of Services

Blackboard Student Services will develop a new SmartView Data Integration for KCTCS to view student financial aid data housed in Regent system in SmartView Advisor Interface. Regent Data Integration is a custom integration making data from the Regent system viewable on SmartView Advisor Interface specific to financial aid line of business at KCTCS, it requires:

- A. Update to SmartView Advisor Interface Financial Aid Information/Communication data integration currently in place with PSFT,
- B. A new SmartView Advisor Interface space to display Financial Aid Information/Communication coming from Regent.
- C. Update to SmartView Trackers based on information coming from 2 data sources PSFT and Regent, displayed to Advisors and Students.

New and Updated data displays in SmartView are limited to data point integration updates made view/readable by KCTCS/Regent. Tracker functionality is based on waterfall logic with additional layers of logic to summarize a student's Financial Aid standing using the view/readable KCTCS/Regent data, the design of the Tracker will be based on the Tracker currently in place with updates limited to data changes introduced by the Regent Integration.

Project Components:

- **New Integration to Regent**
 - Limited to Financial Aid data points, specific data points to be defined during requirements gathering
 - Integration method DB View
 - All KCTCS institutions will share/leverage the same data point (data mapping and integration display configuration)
 - Customer is responsible for finalizing requirements includes new/update data points, data mapping, creating and providing access to Regent DB Views, and testing of accuracy of data shared. Any updates to these requirements will be handled per the Annual Maintenance contract associated
 - Regent data points as part of the integration will be displayed on SmartView Advisor Desktop in a separate tab, independent from tabs currently displayed from the PSFT integration
 - Update Integration to PSFT
 - Integration is displayed on SmartView Advisor Desktop impacted data points will be re-configured to be blank or alternative message for all, agreed upon by Bb and KCTCS
 - Customer is responsible finalizing the updated data mapping and testing of data accuracy
- **Update FA/SA/AR&R Tracker to Regent and PSFT Integration**
 - Requires integration to Regent and includes all scope defined in the New Integration to Regent scope details
 - Update data point integration from PSFT to both Regent and PSFT – limited to the following Financial Aid data points:
 - KCTCS/Regent will develop the Regent integration method and provide accessibility to data points needed to support the tracker logic and design updates
 - Trackers potentially impacted by Financial Aid related data points:
 - Financial Aid (FA) tracker
 - Student Accounts (SA)
 - Admissions Record and Registration (AR&R) trackers
 - KCTCS/Regent is responsible for testing of Tracker
 - Update logic and phase/case design
 - All KCTCS institutions will share/leverage single tracker design and logic
 - Tracker will be developed according the requirement document, updates guided by Blackboard informed by KCTCS/Regent and finalized by KCTCS/Regent. Any updates to these requirements will be handled per the Annual Maintenance contract associated
 - Customer will redefine the tracker specification: logic for each phase and case, supporting DB View schema necessary to support the logic, text name for each phase, and text message associated with each phase's case. Tracker logic is required to be waterfall based where the first phase and case logic to match the user's record will be the one and only one phase and case that will return for the user
- **Training and KB refresh on Integration and Tracker**
 - Customer is responsible for providing support in providing information to inform KB and Training refresh material

Key Considerations:

- Regent rollout is expected to be executed across two phases:
 - Phase 1 – Regent Review, limited to ISIR and Validation data points, applies to both new/update data integration and updated tracker
 - Phase 2 – Full Regent, limited to Financial Aid data points, applies to both new/update data integration and updated tracker
- Each phase building on the last
- Once integration method defined will remain the same throughout the rollout
- This custom solution requires an Annual Maintenance contract in order to remain in place, due to its dependence on Regent data and integration compatibility with Blackboard SmartView product suite

Program Artifacts

Blackboard will provide Integration and Tracker Requirements.

Scope Assumptions

- Regent integration will be on SmartView NF (New Framework), requires migration/upgrade from SIMS, SmartView OF (Old Framework), to SmartView NF
- Access to the data integration will be limited to SmartView Advisor Interface
- Access to the tracker will be limited to the SmartView Self Help Portal and Advisor Interface. Additional access capabilities including but not

limited to Web Services will require a separate customization

- All software developed it is owned and maintained solely by Blackboard and provided to the Customer for use
- Travel budget is fixed to \$3000 any travel required by the customer outside of this budget required for the project will be billed separately
- Project Timeline and kick-off date will be mutually agreed upon by the Blackboard Project Manager and Customer upon contract execution
- Annual Maintenance:
 - Covers Blackboard Student Services implemented solution per the original scope of the project
 - Customer will notify maintenance six (6) weeks prior for any upgrade
 - Updates to the Integration allowing for 1 major and 1 minor update per year. Updates are bound to the original scope of the project including requirements finalized within original project and changes are further limited based on update type:
 - Major Update - limited to a maximum 15 total data points
 - Minor Update - limited to a maximum of 5 total data points
 - Updates to the Tracker allowing for 1 major and 1 minor update per year. Updates are bound to the original scope of the project and requirements finalized within the original project and changes are further limited based on update type:
 - Major Update - limited to a maximum of 3 phases with 5 cases per phase or 15 total cases
 - Minor Update - limited to a maximum of 5 total cases
 - Covers support related to planned minor releases from Blackboard
 - Issues not covered include (but not limited) to the following:
 - Issues resulting from changes to the system architecture
 - Issues resulting from changes to the customer's external environments such as third party tools used

2. Resource Requirements

In order to complete this project, Blackboard proposes the following projected staffing model.

Role	Project Phase	Type of Involvement
Project Manager, \$20 hours \$45.81/hour	All	Responsible for management of project tasks, schedule, and resources.
Business Analyst: Technical Strategist, 620 hours Functional Strategist, 580 hours \$45.81/hour	Design, Requirements, Development, and Testing	Responsible for producing artifact(s) and providing guidance on documenting the specifications for development in the requirements, guiding development efforts, testing of integration, guiding joint customer testing of integration. Includes directing solution redesign efforts to Self-Help Portal, IVR, ServiceDesk, based on needs of Regent Integration.
Developer Regent Configuration, 200 hours SIS Integration, 200 hours Tracker, 600 hours \$45.81/hour	Design and Development	Responsible for developing the customization: Develop Regent Integration on SmartView including the interface, connection to new DB View source, and configure to display Revise Trackers logic and messaging

3. Customer Responsibilities

Blackboard's consulting approach assumes active participation from the customer team. The customer is responsible for staffing resources on the project that have the necessary functional and technical knowledge to successfully execute required tasks.

In order to complete this project, Blackboard proposes the following client resources be allocated.

Role	Project Phase	Type of Involvement
Project Manager	All	Responsible for management of project tasks with Blackboard Project Manager, customer schedule, and customer resources
Functional - Business Analyst/ Subject Matter Expert	Design, Development & QA	Responsible for providing customer subject matter expertise, defining the Data Integration and Tracker specifications in the requirements document, collaborating with customer's technical -IT resources to implement integration method to support the update to data points and tracker, including testing and sign-off.
Quality Assurance	Testing	Responsible for testing the customization.
Technical - IT Resource	Design and Development	Responsible for developing customer side technology.

4. Professional Fees, Expenses, and Terms

Consulting Services Billed on a Time and Materials Basis

Please reference the Service Pricing section for Consulting Services fees information. Blackboard Consulting rates reflect the role and requisite experience level of the assigned individuals.

Normal consulting hours are from 9 am to 5 pm local time Monday through Friday excluding Blackboard Holidays.

Engagement Programs Billed on Firm Fixed Price Basis

Please reference the Service Pricing section for Firm-Fixed Price Services fees information.

Integration and Customization Maintenance Services Billed on a Firm-Fixed Price Basis

Integration and Customization Maintenance ("ICM") is an annual maintenance fee for the named service consulting project(s). ICM will be invoiced upon go-live of the named service consulting project. Thereafter, ICM will automatically renew on an annual basis.

Travel Expenses related to Consulting and Training Services

Blackboard Consulting will invoice the customer for the actual travel related costs as incurred as part of this engagement. Travel costs are not included in the Service Pricing Section. Blackboard Consulting will make reasonable efforts to manage travel costs without compromising project objectives.

Blackboard agrees to reasonably abide by the applicable regulations of the Kentucky Community and Technical College System Travel Expense and Reimbursement policy. Blackboard will provide an overall travel expense amount not to exceed for the extent of the services outlined herein:

- 1 trip to KCTCS system office for 3 people (optional) at \$5,000 total
- 2 trips to Regent Office, Frederick, MD, for 4 ppl at \$2,000 total

Cancellation of On-site Training Workshops or On-Site Consulting Visits

In the event the Customer chooses to cancel a scheduled on-site training workshop or consulting visit within two (2) weeks of the scheduled event, Blackboard Consulting may invoice the Customer for the following:

- For on-site training workshops, the full price of the workshop plus any incurred travel change fees
- For on-site consulting visits, the cost of all consultant hours scheduled for the site visit plus incurred travel change fees.

5. Services Pricing

The costs for services to be provided on a Time and Materials basis are detailed below. Travel will be billed separately.

Services	Est. Hours	Rate	Est. Amount
Program & Project Manager	520	One-time	\$23,820.00
Technical Strategist	620	One-time	\$28,402.00
Functional Strategist	580	One-time	\$26,568.00
Development			
SmartView, Regent New Integration New + Regent Update FA/SA/AR&R Trackers, Development Phase #1	1000	One-time	\$45,810.00
SmartView, Regent New Integration New + Regent Update FA/SA/AR&R Trackers, Development Phase #2			
TOTAL T&M - SS SVTO IMP			\$124,600.00

The costs for services to be provided on a Firm-Fixed Price basis are detailed below.

Service	Product Code	Term of Service	Fees
Annual Maintenance for SmartView, Regent Integration, FA/SA/AR&R Trackers	SS-SVTO-MAINT	Annual	\$25,000.00
First year Maintenance for SmartView, Regent Integration, FA/SA/AR&R Trackers		One-time	\$26,360.00
TOTAL FFP			\$51,360.00

Blackboard agrees to the full completion of services outlined in this Statement of Work within the previously described allotment of hours as detailed in Section 2, entitled "Resource Requirements". The rates for the work performed in the allotment of hours shall be billed as detailed, and Customer shall only be responsible for the work actually performed. If additional hours are required to be performed by Blackboard, at no fault of Customer, in order to executed the full completion of the services outlined herein, Customer shall not be held responsible.

6. Project Timeline

The actual project schedule will be finalized with the customer's project lead upon project initiation.

7. Change Control

Changes to scope, resources, staffing, or timeline may impact this estimate. In the event a change occurs, the Blackboard Consulting Project Manager will capture and assess the impact and relevant implications through the project Change Control Process. This process will yield a Project Change Request (PCR) document for the customer's review and consideration. The PCR requires customer and Blackboard approval to be valid and actionable, if applicable.

8. General Engagement Assumptions

Our approach, timeline, team structure, and professional fees are based on the below assumptions. Variance from these assumptions will be managed through the Change Control Process and may affect the actual schedule and cost of the project.

- All pricing and discounts are valid for 90 days from the executed Statement of Work date for work not initiated;
- This agreement covers only the activities as described;
- Staffing and scheduling for project roles/positions will begin once the Statement of Work is signed and Purchase Order is received
- Payment for any software licenses is not contingent on or related to payment or performance for professional services
- Customer will provide Blackboard with access to the appropriate physical and technical environments in the timeframes confirmed with Blackboard Project Manager to successfully complete the effort outlined in this document;
- Any scheduling estimates are based on the assumption that the customer will respond to any decision required from the Customer within 5 business days.
- Customer will complete a review of all submitted draft working products, or set of working products, in five business days unless otherwise agreed to in writing;
- The Customer shall assign a representative to be the primary point of contact for the Blackboard Project Manager. This representative shall have full authority to make all decisions regarding project scope, overall timeline, and related projects costs, as well as ensuring the necessary customer project personnel, resources, etc. are available to successful complete the project(s);
- Quality involvement and working products from the Customer are critical to the project's success. The Customer's representative shall be responsible for coordinating all meetings that involve Customer and third-party contractor staff members, working products, and information requests within the agreed upon timeframes;
- Customer is responsible for providing subject matter experts to assist in identifying business rules, resolving process discrepancies and answering ad hoc questions. The subject matter expert will be made available as needed during the course of the engagement and will be responsible for soliciting input from additional Customer personnel as needed.
- Hardware and software configuration and environment(s), either managed or self-hosted, can support the functional/technical services included in this proposal
- All interfacing systems in the environment(s) designated for functional testing will be available.
- Third-party products and services, except as expressly noted above, Customer will separately procure and provide all third-party products and services in a timely manner to support the Services as defined in this Statement of Work. Blackboard is not responsible for making changes to the configuration or data contained or used in third-party systems, including but not limited to the Customer's SIS.
- Working Products are artifacts, used by Blackboard, that demonstrate progress toward a deliverable; however, they are not themselves deliverables;
- Services are estimated and billed based upon a maximum eight (8) hour workday per Consultant and a maximum forty (40) hour work week per Consultant. The applicable billing rate for the Consultants shall be at the rates set forth in the table above;
- The customer shall pay all outstanding invoices from any previous Blackboard agreements greater than thirty (30) days, prior to beginning work under this document;
- The estimates above were developed based on the estimated project duration. In the event the project exceeds the duration and crosses a new fiscal year, rate may be adjusted accordingly based on the effort expended in the new fiscal year;
- Except as otherwise stated in this Agreement with regard to the Consulting Services performed hereunder, Blackboard reserves the right to change the services it offers to its customers generally and related rates at any time.
- For Time and Materials Consulting Services related to this project, as outlined in the document, all fees and expenses shall be billed on a monthly basis and such bills shall be due and payable Net 30.
- All Firm-Fixed Price Consulting Services related to this Project, as outlined in this document, shall be billed according to the Milestone/Invoicing Schedule as outlined in this document section Services Pricing.
- All reasonable travel, meals and lodging expenses shall be billable at cost and all such expenses shall be borne solely by Customer.

Mattingly, Joseph L (KCTCS)

From: Kelly Hamilton <Kelly.Hamilton@blackboard.com>
Sent: Thursday, September 29, 2016 8:41 AM
To: Mattingly, Joseph L (KCTCS)
Cc: Nolan, Brenda R (KCTCS); SO_KCTCS Contracts; Ball, Derek M (KCTCS)
Subject: RE: Bb Regent Integration SOW

Joe,

That's fine. Let's get it done. :)

Thanks,
Kelly

Sent from my Verizon 4G LTE smartphone

----- Original message -----

From: "Mattingly, Joseph L (KCTCS)" <joe.mattingly@kctcs.edu>
Date: 9/29/16 7:22 AM (GMT-06:00)
To: Kelly Hamilton <Kelly.Hamilton@blackboard.com>
Cc: "Nolan, Brenda R (KCTCS)" <brenda.nolan@kctcs.edu>, SO_KCTCS Contracts <contracts@kctcs.edu>, "Ball, Derek M (KCTCS)" <derek.ball@kctcs.edu>
Subject: RE: Bb Regent Integration SOW

Kelly,

I believe we have an understanding of the terms now. The order form, as written, states that Blackboard will cover \$3,000.00 of travel, at no cost to KCTCS.

Blackboard is willing to agree to cap travel expense not to exceed \$5,000 total for 1 trip to KCTCS system office for 3 people.

Blackboard is willing to cap overall travel expense not to exceed \$2,000 total for 2 trips to Regent office in Frederick, MD.

Is this correct? If so, we should be good with the amendment as is. I will write up our contract amendment document and reference the order form and this email.

Thank you,

Joe

From: Kelly Hamilton [mailto:Kelly.Hamilton@blackboard.com]
Sent: Thursday, September 29, 2016 7:35 AM
To: Mattingly, Joseph L (KCTCS) <joe.mattingly@kctcs.edu>
Cc: Nolan, Brenda R (KCTCS) <brenda.nolan@kctcs.edu>; SO_KCTCS Contracts <contracts@kctcs.edu>; Ball, Derek M

(KCTCS) <derek.ball@kctcs.edu>
Subject: RE: Bb Regent Integration SOW

Joe,

Actually, I can split the costs if you want. I can add \$1,500 to the implementation fee, and we will cover \$3,000 in travel.

I would leave the bullet in section 1 as is:

Travel budget is fixed to \$3000 any travel required by the customer outside of this budget required for the project will be billed separately.

In section 4, we would change it to the following:

Travel Expenses related to Consulting and Training Services

Blackboard Consulting will cover travel up to \$3,000 as part of this engagement. Blackboard Consulting will make reasonable efforts to manage travel costs without compromising project objectives.

Blackboard agrees to reasonably abide by the applicable regulations of the Kentucky Community and Technical College System Travel Expense and Reimbursement policy. Blackboard will provide an overall travel expense amount not to exceed for the extent of the services outlined herein:

- ☐ 1 trip to KCTCS system office for 3 people (optional) at \$5,000 total
- ☐ 2 trips to Regent Office, Frederick, MD, for 4ppl at \$2,000 total

Let me know what you think is best for you.

Kelly

From: Kelly Hamilton
Sent: Thursday, September 29, 2016 6:16 AM
To: 'Mattingly, Joseph L (KCTCS)' <joe.mattingly@kctcs.edu>
Cc: Nolan, Brenda R (KCTCS) <brenda.nolan@kctcs.edu>; SO_KCTCS Contracts <contracts@kctcs.edu>; Ball, Derek M (KCTCS) <derek.ball@kctcs.edu>
Subject: RE: Bb Regent Integration SOW

Joe,

I do see the travel bullet in section 1. I think we meant to remove that bullet.

Here's what we had negotiated for the travel under section 4.

Travel Expenses related to Consulting and Training Services

Blackboard Consulting will invoice the customer for the actual travel related costs as incurred as part of this engagement. Travel costs are not included in the Service Pricing Section. Blackboard Consulting will make reasonable efforts to manage travel costs without compromising project objectives.

Blackboard agrees to reasonably abide by the applicable regulations of the Kentucky Community and Technical College System Travel Expense and Reimbursement policy. Blackboard will provide an overall travel expense amount not to exceed for the extent of the services outlined herein:

- ☐ 1 trip to KCTCS system office for 3 people (optional) at \$5,000 total
- ☐ 2 trips to Regent Office, Frederick, MD, for 4ppl at \$2,000 total

I can ask to remove the bullet in section 1, or we can add \$3,000 to the cost of the project and cover that amount of travel.

Kelly

From: Mattingly, Joseph L (KCTCS) [mailto:joe.mattingly@kctcs.edu]
Sent: Thursday, September 29, 2016 6:02 AM

To: Kelly Hamilton <Kelly.Hamilton@blackboard.com>

Cc: Nolan, Brenda R (KCTCS) <brenda.nolan@kctcs.edu>; SO_KCTCS Contracts <contracts@kctcs.edu>; Ball, Derek M (KCTCS) <derek.ball@kctcs.edu>

Subject: RE: Bb Regent Integration SOW

Kelly,

Another question on the travel piece. Can you please clarify the below items? These seem to be a bit contradictory.

Travel budget is fixed to \$3000 any travel required by the customer outside of this budget required for the project will be billed separately

But then they list:

1 trip to KCTCS system office for 3 people (optional) at \$5,000 total

□ 2 trips to Regent Office, Frederick, MD. for 4 ppl at \$2,000 total

So if they take the trip to KCTCS they would cover \$3000 but then we pay \$2000?

Thank you,

Joe

From: Kelly Hamilton [<mailto:Kelly.Hamilton@blackboard.com>]

Sent: Tuesday, September 27, 2016 4:48 PM

To: Mattingly, Joseph L (KCTCS) <joe.mattingly@kctcs.edu>

Cc: Nolan, Brenda R (KCTCS) <brenda.nolan@kctcs.edu>; SO_KCTCS Contracts <contracts@kctcs.edu>; Ball, Derek M (KCTCS) <derek.ball@kctcs.edu>

Subject: RE: Bb Regent Integration SOW

Joe,

Here is the updated agreement with a start date of Oct. 1.

Let me know if you have any other questions.

Kelly

From: Mattingly, Joseph L (KCTCS) [<mailto:joe.mattingly@kctcs.edu>]

Sent: Tuesday, September 27, 2016 4:20 PM

To: Kelly Hamilton <Kelly.Hamilton@blackboard.com>

Cc: Nolan, Brenda R (KCTCS) <brenda.nolan@kctcs.edu>; SO_KCTCS Contracts <contracts@kctcs.edu>; Ball, Derek M (KCTCS) <derek.ball@kctcs.edu>

Subject: Re: Bb Regent Integration SOW

Procurement to payment, my department.

Thanks

Joe

Sent from my iPhone

On Sep 27, 2016, at 3:38 PM, Kelly Hamilton <Kelly.Hamilton@blackboard.com> wrote:

Joe,

I'll request to have the date changed from upon signature to 10/1/2016 – 9/30/2017. I'll get you an updated agreement asap.

And, thanks for the details on the process. What's PtoP? ☺

Kelly

From: Mattingly, Joseph L (KCTCS) [<mailto:joe.mattingly@kctcs.edu>]
Sent: Tuesday, September 27, 2016 3:24 PM
To: Kelly Hamilton <Kelly.Hamilton@blackboard.com>
Cc: Nolan, Brenda R (KCTCS) <brenda.nolan@kctcs.edu>; SO_KCTCS Contracts <contracts@kctcs.edu>;
Ball, Derek M (KCTCS) <derek.ball@kctcs.edu>
Subject: RE: Bb Regent Integration SOW

Kelly,

VP Followell will be the signature authority on this item, and he should be available to sign. The T&C's are currently being internally by PtoP. Once these are reviewed, and if no other items arise, we should good upon VP Followell's signature. He should be in the office the remainder of this week.

Could the contract amendment be dated 10/1/2016 – 9/30/2017? It currently states upon signature.

Thanks

Joe

From: Kelly Hamilton [<mailto:Kelly.Hamilton@blackboard.com>]
Sent: Tuesday, September 27, 2016 3:20 PM
To: Mattingly, Joseph L (KCTCS) <joe.mattingly@kctcs.edu>
Cc: Nolan, Brenda R (KCTCS) <brenda.nolan@kctcs.edu>; SO_KCTCS Contracts <contracts@kctcs.edu>;
Ball, Derek M (KCTCS) <derek.ball@kctcs.edu>
Subject: RE: Bb Regent Integration SOW

Joe,

The first year of the maintenance fee would be due upon signature. The second year's maintenance fee would be due one year from the start date.

I'm sorry to push for more details, but I have a lot of pressure to get this wrapped up before Fri. Please let me know if you see any obstacles. Will Dr. Box be available this week to sign?

Thanks for anything you can share on the process moving forward.

Regards,
Kelly

From: Mattingly, Joseph L (KCTCS) [<mailto:joe.mattingly@kctcs.edu>]
Sent: Tuesday, September 27, 2016 2:57 PM

To: Kelly Hamilton <Kelly.Hamilton@blackboard.com>
Cc: Nolan, Brenda R (KCTCS) <brenda.nolan@kctcs.edu>; SO_KCTCS Contracts <contracts@kctcs.edu>;
Ball, Derek M (KCTCS) <derek.ball@kctcs.edu>
Subject: RE: Bb Regent Integration SOW

Kelly,

Question on the maintenance fee. Since this contract would be structured to pay on a completion basis, when would the maintenance fee be due?

We are currently reviewing the order form. I am out of the office Wednesday, but hope to have additional information for you Thursday.

Thanks,

Joe

From: Kelly Hamilton [mailto:Kelly.Hamilton@blackboard.com]
Sent: Tuesday, September 27, 2016 12:49 PM
To: Mattingly, Joseph L (KCTCS) <joe.mattingly@kctcs.edu>
Cc: Nolan, Brenda R (KCTCS) <brenda.nolan@kctcs.edu>; SO_KCTCS Contracts <contracts@kctcs.edu>;
Ball, Derek M (KCTCS) <derek.ball@kctcs.edu>
Subject: RE: Bb Regent Integration SOW
Importance: High

Joe,

Please find attached an updated agreement including all the language you requested below.

I look forward to hearing back from you soon.

Kelly

From: Mattingly, Joseph L (KCTCS) [mailto:joe.mattingly@kctcs.edu]
Sent: Tuesday, September 27, 2016 9:21 AM
To: Kelly Hamilton <Kelly.Hamilton@blackboard.com>
Cc: Nolan, Brenda R (KCTCS) <brenda.nolan@kctcs.edu>; SO_KCTCS Contracts <contracts@kctcs.edu>;
Ball, Derek M (KCTCS) <derek.ball@kctcs.edu>
Subject: RE: Bb Regent Integration SOW
Importance: High

Kelly,

Good morning. I have reviewed the order form and have the following items to discuss:

- Section #4 "Professional Fees, Expenses, and Terms" contains the following clause: "Blackboard Consulting may charge 125% of the standard rates below for evening and weekend service delivery". In the interest of budget, KCTCS requests this clause to be removed. KCTCS will work to restrict weekend and evening consulting to only as an emergency basis.

- Section #5 contains the following sentence: "Blackboard agrees that if services performed reach the estimate outlined herein, then Blackboard will not perform additional services without the additional written authorization from Customer".
 - KCTCS requests this be changed to the following:
 - Blackboard agrees to the full completion of the previous detailed "EXHIBIT A TO THE BLACKBOARD ORDER FORM STATEMENT OF WORK" within the previously described allotment of hours as detailed in Section #2 "Resource Requirements". The rates for the work performed in the allotment of hours shall be billed as detailed, and KCTCS shall only be responsible for the work actually performed. If additional hours are required to be performed by Blackboard, at no fault of KCTCS, in order to executed the full completion of the previous detailed "EXHIBIT A TO THE BLACKBOARD ORDER FORM STATEMENT OF WORK", KCTCS shall not be held responsible.
- The previous order form contained language that detailed Blackboard would agree to reasonably abide by the application regulations of the KCTCS travel and expense reimbursement policy. Please see the attachment and yellow highlighted section for reference. KCTCS requests this be added to the current order form.

Please let me know your thoughts. Thank you.

Joe

Joseph Lee Mattingly, MBA
 Lead Procurement to Payment Analyst
 Procurement to Payment Services
 Kentucky Community and Technical College System
 300 North Main Street
 Versailles, Kentucky 40383
 (859) 256-3264 phone
 (859) 256-3124 fax
www.kctcs.edu

Save the Date – KCTCS Supplier Diversity Fair October 12, 2016 in Frankfort Convention Center!

HIGHER EDUCATION BEGINS HERE

From: Kelly Hamilton [<mailto:Kelly.Hamilton@blackboard.com>]
Sent: Monday, September 26, 2016 12:34 PM
To: Mattingly, Joseph L (KCTCS) <joe.mattingly@kctcs.edu>
Subject: RE: Bb Regent Integration SOW

Thanks, Joe. I hope we're still on path to get this wrapped up by the end of the week. I look forward to hearing from you upon your return to the office tomorrow.

Kelly

From: Mattingly, Joseph L (KCTCS) [<mailto:joe.mattingly@kctcs.edu>]
Sent: Monday, September 26, 2016 11:44 AM
To: Kelly Hamilton <Kelly.Hamilton@blackboard.com>
Subject: Re: Bb Regent Integration SOW

Kelly,

Thank you. I did receive it but have not been able to review, as I am away at a conference currently. I hope to review tomorrow and be able to provide feedback.

Thank you,

Joe

Sent from my iPhone

On Sep 26, 2016, at 11:37 AM, Kelly Hamilton <Kelly.Hamilton@blackboard.com> wrote:

Joe,

Hi. I hope you had a nice weekend!

I just wanted to follow up and ensure you received the attached updated agreement. I know you were out of the office on Friday when I sent it.

Thanks,
Kelly

From: Kelly Hamilton
Sent: Friday, September 23, 2016 3:59 PM
To: 'Mattingly, Joseph L (KCTCS)' <joe.mattingly@kctcs.edu>
Subject: RE: Bb Regent Integration SOW

Joe,

Good afternoon. Please find attached the updated agreement for the Regent integration project.

Let me know if you have any questions.

Kelly

From: Mattingly, Joseph L (KCTCS) [<mailto:joe.mattingly@kctcs.edu>]
Sent: Thursday, September 22, 2016 1:15 PM
To: Kelly Hamilton <Kelly.Hamilton@blackboard.com>
Cc: Reese, Catrice L (KCTCS) <catrice.bolton@kctcs.edu>; Craig Chanoff <Craig.Chanoff@blackboard.com>; Ball, Derek M (KCTCS) <derek.ball@kctcs.edu>; Nolan, Brenda R (KCTCS) <brenda.nolan@kctcs.edu>; Freeman, Kim (KCTCS) <kim.freeman@kctcs.edu>; SO_KCTCS Contracts <contracts@kctcs.edu>; Czarapata, Paul (KCTCS) <paul.czarapata@kctcs.edu>; Cleary, Douglas B (KCTCS) <doug.cleary@kctcs.edu>; McCall, Gloria S (KCTCS) <gloria.mccall@kctcs.edu>;

Followell, Wendell A (KCTCS) <wendell.followell@kctcs.edu>

Subject: RE: Bb Regent Integration SOW

Kelly,

Excellent. Please forward the updated SOW to myself when it is completed and we will review internally.

Have a great afternoon,

Joe

From: Kelly Hamilton [<mailto:Kelly.Hamilton@blackboard.com>]

Sent: Thursday, September 22, 2016 1:12 PM

To: Mattingly, Joseph L (KCTCS) <joe.mattingly@kctcs.edu>

Cc: Reese, Catrice L (KCTCS) <catrice.bolton@kctcs.edu>; Craig Chanoff <Craig.Chanoff@blackboard.com>; Ball, Derek M (KCTCS) <derek.ball@kctcs.edu>; Nolan, Brenda R (KCTCS) <brenda.nolan@kctcs.edu>; Freeman, Kim (KCTCS) <kim.freeman@kctcs.edu>; SO_KCTCS Contracts <contracts@kctcs.edu>

Subject: RE: Bb Regent Integration SOW

Joe,

We can agree to these requests. I'm working on an updated agreement.

Thanks,
Kelly

From: Mattingly, Joseph L (KCTCS) [<mailto:joe.mattingly@kctcs.edu>]

Sent: Thursday, September 22, 2016 11:04 AM

To: Kelly Hamilton <Kelly.Hamilton@blackboard.com>

Cc: Reese, Catrice L (KCTCS) <catrice.bolton@kctcs.edu>; Craig Chanoff <Craig.Chanoff@blackboard.com>; Ball, Derek M (KCTCS) <derek.ball@kctcs.edu>; Nolan, Brenda R (KCTCS) <brenda.nolan@kctcs.edu>; Freeman, Kim (KCTCS) <kim.freeman@kctcs.edu>; SO_KCTCS Contracts <contracts@kctcs.edu>

Subject: RE: Bb Regent Integration SOW

Kelly,

Good morning! KCTCS Leadership has discussed this SOW and have the following questions in this regard:

- Would Blackboard be willing to reduce annual maintenance piece (SS-SVTO-MAINT) to \$25,000.00 annually, and in exchange spread the reduced \$26,360.00 from currently proposed annual maintenance total (\$51,360.00) into the implementation pieces exclusively within the first year?
- Would Blackboard please provide a detailed breakdown of the estimated hours for the 3 implementation pieces (SS-SVTO-IMP), and the associated hourly costs for each?
 - o KCTCS would be interested in formatting this contract amendment to certify the fixed hourly cost within this agreement, but requests to

agree upon a total amount not to exceed for the total contract. Would this be agreeable to Blackboard?

- KCTCS is interested in ensuring the work is fully and properly completed, but if the project comes in under budget, KCTCS wants to ensure we would not pay the remainder of a total fixed price.

Thank you for your understanding and continued support and partnership. Please feel free to give me a call if I can provide any clarification or answer any questions. Please let me know if I can be of assistance in any way with this manner.

Cordially,

Joe

Joseph Lee Mattingly, MBA
Lead Procurement to Payment Analyst
Procurement to Payment Services
Kentucky Community and Technical College System
300 North Main Street
Versailles, Kentucky 40383
(859) 256-3264 phone
(859) 256-3124 fax
www.kctcs.edu

Save the Date – KCTCS Supplier Diversity Fair October 12, 2016 in Frankfort Convention Center!

HIGHER EDUCATION BEGINS HERE

From: Kelly Hamilton [<mailto:Kelly.Hamilton@blackboard.com>]
Sent: Friday, September 16, 2016 12:20 PM
To: Mattingly, Joseph L (KCTCS) <joe.mattingly@kctcs.edu>; Ball, Derek M (KCTCS) <derek.ball@kctcs.edu>
Cc: Reese, Catrice L (KCTCS) <catrice.bolton@kctcs.edu>; Craig Chanoff <Craig.Chanoff@blackboard.com>
Subject: Bb Regent Integration SOW

Joe and Derek,

Hi. I wanted to follow up with you re: our budget discussion yesterday. We cannot go any lower than the proposal pricing of \$175,960.00 for this project.

Understanding the budget issues you're up against and because we very much want to be a good partner in this project, we applied a 50% discount in the proposal for the implementation and development work required. Additionally, we have absorbed all the costs for the SmartView upgrade. I hope you can understand we can't make a commitment in the Regent integration knowing we would undertake such a significant loss.

Sincerely,
Kelly

Kelly Hamilton, M.Ed.
Strategic Account Executive

Blackboard Inc.
317-223-8350
blackboard.com

Reimagine Education.

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<Kentucky Community and Technical College System MSA SmartView SOW
OF (090116) v3.pdf>

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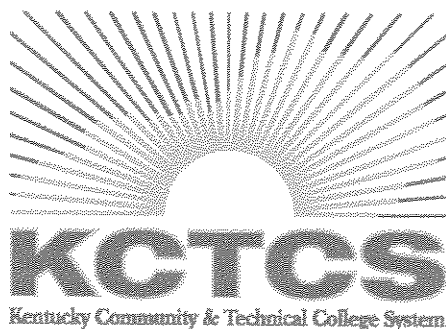
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RECEIVED KCTCS
2008 MAR 13 P 3:01

NOTICE OF AWARD OF PRICE CONTRACT

Wimba, Inc.
10 East 40th St, 11th Floor
New York, NY 10016

Representative: Jesse Girardi

Phone: 978-377-0081

FAX: 212-313-9465

PRICE CONTRACT NO.:	KCT-0000000206	TERMS:	Net
CONTRACT PERIOD – FROM:	March 17, 2008	DELIVERY TIME:	AS REQUIRED
TO:	March 16, 2012		
RENEWAL OPTION THRU:	See Terms	INVITATION NO.:	RFP-00065
COMMODITY/SERVICES:	Live Class and Voice Tools Software & Services	DEPARTMENTS:	KCTCS ; Other Commonwealth of KY Education Institutions & Agencies
ALL PRICES ARE F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED			

The Contractor is hereby awarded this Price Contract to furnish the items/services listed AS MAY BE REQUIRED by KCTCS during the period indicated. Variations in specifications will not be accepted. SHIPMENTS/SERVICES ARE TO BE MADE ONLY UPON RECEIPT OF OFFICIAL NOTIFICATION. This Price Contract is written in accordance with the terms, conditions and specifications of the proposal submitted by the Contractor in response to KCTCS's Request for Proposals referenced above and constitutes the entire agreement between parties and supersedes all other agreements, written or oral.



DESCRIPTION

Live Class and Voice Tools Software & Services in accordance with the Terms and Conditions of KCTCS Request for Proposals RFP-00065, Wimba, Inc's response thereto, the attached ASP License Agreement, Amendment to ASP License Agreement, Schedule 1 to ASP License Agreement, Hosting Services Contract, and Service Level Agreement.

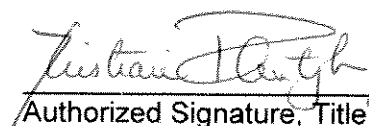
Wimba, Inc. has agreed to extend the software licensing terms and conditions to all institutions of Higher Education and State Agencies in the Commonwealth of Kentucky, as part of RFP-00065, and in accordance with the prices outlined in Exhibit A (Wimba Collaboration Suite Annual Pricing.) These prices are valid through December 31, 2008. Similar discounts to Wimba's published pricing may be extended to institutions of Higher Education and State Agencies in the Commonwealth of Kentucky after December 31, 2008.

Modifications to the contract are not allowed unless authorized by the Purchasing Division.

OFFICIAL APPROVAL KCTCS PURCHASING DEPARTMENT


Jennifer L. Kelly, RFP Specialist
Date 3-21-08

David Holcomb, Director of Purchasing
Date 08

OFFICIAL APPROVAL WIMBA, INC.


Authorized Signature, Title
Date
VICE PRESIDENT, SALES
MARCH 12, 2008



ASP License Agreement

ASP License Agreement

IMPORTANT – READ CAREFULLY: This License Agreement is a legal agreement between Wimba, Inc. and you for the Wimba, Inc. Service, including the Software in the version specified in Schedule 1.

Capitalized terms not otherwise defined in this License Agreement have the meanings set forth in Section 3.

1. INTELLECTUAL PROPERTY RIGHTS.

(a) This is a License Agreement not an agreement for sale. Title, ownership rights and intellectual property rights in and to the Wimba, Inc. Service are owned by Wimba, Inc. and are protected by United States copyright law and international treaty provisions. Your rights to use the Wimba, Inc. Service are specified in this License Agreement and Wimba, Inc. retains all rights not expressly granted to you in this License Agreement and nothing in this License Agreement constitutes a waiver of Wimba, Inc.'s rights under U.S. or international copyright laws or any other federal or state law.

(b) You agree to undertake all reasonable measures to preserve the confidentiality of the Wimba, Inc. Service, including specifically the Software from unauthorized access by persons not bound by this License Agreement by exercising the same degree of care (but not less than reasonable care) as you exercise to protect the confidentiality of your own source code, software and other trade secrets and intellectual property. You agree to notify Wimba, Inc. within a reasonable timeframe of any unauthorized use of the Wimba, Inc. Service.

2. GRANT OF LICENSE.

(a) Grant. Subject to the provisions of this License Agreement, in consideration of payment of the License Fee and all other fees payable by you under this License Agreement, Wimba, Inc. hereby grants you for the License Period a non-exclusive, non-transferable, worldwide license, without the right to sublicense, to use the Wimba, Inc. Service, including the Software, in object code format only, and the accompanying Documentation, solely for the purposes of creating, presenting, hosting, analyzing, viewing and delivering Events to End Users, subject to any limitation of Seats specified in Schedule 1.

You acknowledge that this license is restricted to use only by your employees in connection with Events unless otherwise set forth on Schedule 1 or a subsequent agreement signed in writing by both parties; provided, that the foregoing shall not restrict use of the Wimba, Inc. Software by End Users and guest presenters of Events for the purpose of presenting, participating in or viewing an Event, but in

no case shall any non-employee have administrative access to the Wimba, Inc. Service.

(b) Restrictions on You.

(i) You may not: (x) remove, alter or conceal any Marks on the Wimba, Inc. Service or any component parts; (y) copy, modify, translate, reverse engineer, decrypt, decompile or disassemble (except to the extent expressly permitted by applicable law) or otherwise seek to discover the source code for the Wimba, Inc. Service or create derivative works based on the Wimba, Inc. Service, nor may you permit any third party to do any of the foregoing.

(ii) You may not use the Wimba, Inc. Service or any part thereof except as specifically provided and permitted by this License Agreement and, without limiting the generality of the foregoing, specifically, you may not: (v) sell, license or otherwise transfer, or permit any third party (including any subsidiary, parent, or affiliate not expressly licensed under this Agreement) to use (except as expressly permitted by this Agreement), sell, license or otherwise transfer, the Wimba, Inc. Service or any part thereof; (w) rebrand with Marks other than Wimba, Inc.'s Marks any part of the Wimba, Inc. Service; (x) resell or distribute the Wimba, Inc. Service, or use it on a timeshare or service bureau basis, or use it to operate a website; (y) attach any of your Marks in or to any part of the Wimba, Inc. Service other than in or on your Content files or as otherwise approved in advance by Wimba, Inc.; or (z) in any other way use the Wimba, Inc. Service to provide a service directly competitive with Wimba, Inc. or seek to gain economic advantage from the Non-permitted Use of the Wimba, Inc. Service.

(iii) You agree to permit Wimba, Inc. to audit compliance with this License Agreement, as Wimba, Inc. deems reasonably necessary.

3. DEFINITIONS.

For the purpose of this License Agreement, the following defined terms will mean:

“**Content**” means all material whether in text, aural, video, or pictorial form including, without limitation, design, text, images, animations, audio, music and interactive features loaded onto the Wimba, Inc. Service by you or persons authorized by you.

“**End User**” means any employee, client, customer, potential customer, contractor or recipient of an Event run by you.

“**Event**” means a single live broadcast event transmitted over the Wimba, Inc. Service created and/or





ASP License Agreement

sponsored in whole or substantial part by you or your employees that is branded under your name. The term "Events" shall include both live and archived Events.

"Documentation" means all media and printed materials, and any additions, corrections, modifications relating to the Software including all copyrights, trademarks, patents, inventions, trade dress, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto, whether provided in physical form or received online in electronic form, all as components of the Wimba, Inc. Service.

"Wimba, Inc." means Wimba, Inc., a Delaware Corporation, located at 520 8th Avenue, 23rd Floor, New York, N.Y. 10018 and, as the context may require, any or all of Wimba, Inc., its suppliers and/or licensors.

"Wimba, Inc. Service" means the current version of the Wimba, Inc. Software, the Documentation and the associated services.

"License Agreement" means this License Agreement by and between Wimba, Inc. and the licensee named in Schedule 1, Schedule 1 and all other schedules and appendices, if any.

"License Period" means the period specified in Schedule 1.

"Limited Warranty" means the warranty described in Section 8 of this License Agreement.

"Marks" means a party's icons, logos, trade marks, trade names, trade dress or other identifying materials used to promote or assert intellectual property rights in the products or business of that party.

"New Version" means any release, option or future product of the Software that Wimba, Inc. licenses separately.

"Non-permitted Use" means any use of the Wimba, Inc. Service prohibited by Section 2.

"Seat" means each End User served by a Stream in the Wimba, Inc. Service and shall include an End User's access to live Events and archived Events but does not include an access to a downloaded archived Event. A limitation on a number of Seats limits the number of End Users who could be simultaneously served by Streams originating from the Wimba, Inc. Service.

"Software" means the Wimba, Inc. proprietary software program or programs, any software programs licensed by Wimba, Inc. from a third party and any modified, updated, or enhanced versions of such programs that Wimba, Inc. may provide to you as a part of the Wimba, Inc. Service.

"Stream" means the stream of digitally encoded data that delivers an Event to an End User.

"Upgrades" means linear improvements in functionality, amendments, enhancements, or changes (but not New Versions) of the Software or the Documentation issued by Wimba, Inc. and made available to you during the License Period.

4. PAYMENT.

In consideration for the license granted by Wimba, Inc. under this Agreement, you shall pay to Wimba, Inc. the fees (the "Fees") set forth in Schedule 1, along with any applicable tax, in accordance with the terms set forth therein. Fees for additional services requested by you after the date of this Agreement shall be billed monthly and due 30 days following receipt of invoice.

5. TRAINING AND SUPPORT.

Wimba, Inc. will provide training and support as set forth on Schedule 1 during the hours and at the rates specified in Schedule 1. Unless otherwise specified on Schedule 1, training will be online live training.

6. UPGRADES AND NEW VERSIONS.

Wimba, Inc. will make available to you for the Wimba, Inc. Service (i) free of charge (other than reasonable implementation fees), as they become available, all Upgrades and (ii) for the fee to be determined by Wimba, Inc. upon issue, any New Versions of the Wimba, Inc. Service. Nothing in this License Agreement will obligate Wimba, Inc. to maintain the Wimba, Inc. Service in the version covered by this License Agreement indefinitely. If during the License Period (i) Wimba, Inc. introduces a New Version and (ii) elects not to maintain the version covered by this License Agreement, Wimba, Inc. will make the New Version available to you free of charge for the balance of the License Period but not any renewals thereof.

7. THIRD PARTY SOFTWARE AND PUBLICITY.

(a) The Wimba, Inc. Service incorporates software, components and other intellectual property licensed from third party licensors. Wimba, Inc. is required to, and you agree that you will also, comply with the applicable terms of any Wimba, Inc. third party license of which you have been notified by Wimba, Inc..

(b) Wimba, Inc. may name you as a licensee of the Wimba, Inc. Service in its marketing materials, and may use your Marks in connection therewith.

8. LIMITED WARRANTY.

(a) Scope. Wimba, Inc. warrants for your benefit alone that, for the License Period, the Wimba, Inc. Service will perform substantially in accordance with the Documentation. All other hardware, software and accompanying materials are provided "AS IS" without warranty of any kind, either express or implied; provided that Wimba, Inc. will indemnify you in connection with claims with respect to third party software to the extent Wimba, Inc. is indemnified under the relevant third party software license agreement for your claim. The complete



ASP License Agreement

risk as to quality and performance of any non-warranted hardware or software and accompanying material is on you. Wimba, Inc. will not be responsible for any defect that results from your Non-permitted Use, abuse or other misconduct or conditions outside the control of Wimba, Inc.. Wimba, Inc. makes no representations or warranty that the Wimba, Inc. Service or the information or functions contained therein will meet your requirements or that its operation will be uninterrupted, error-free or secure. The Limited Warranty shall not apply and shall immediately be terminated if (i) you engage in any Non-permitted Use; (ii) the Wimba, Inc. Service is subjected to abuse, accident or improper use; or (iii) the Software is used on or in conjunction with hardware or software other than the unmodified version of the Software with which the Software was designed to be used, as described in the Documentation; or (iv) you violate the terms of this License Agreement in any material respect.

(b) Disclaimer. THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY WIMBA, INC. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WIMBA, INC. DISCLAIMS ALL OTHER WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE WIMBA, INC. SERVICE. UNDER APPLICABLE LOCAL LAW, YOU MAY HAVE RIGHTS ADDITIONAL TO THE SPECIFIC LEGAL RIGHTS GIVEN HEREUNDER.

(c) Sole Remedy. Wimba, Inc.'s entire liability and your exclusive remedy for any breach of warranty shall be at Wimba, Inc.'s option: (i) to repair or replace any component of the Wimba, Inc. Service that does not meet the Limited Warranty or (ii) if Wimba, Inc. reasonably determines that it is unable or impracticable to provide the remedy in clause (i), terminate this Agreement and refund to you any fees paid in advance covering the period following termination. Wimba, Inc. will use commercially reasonable efforts to respond to operational problems within 5 hours of receiving notice of the problem during Technical Support business Hours. The above remedies are available only if Wimba, Inc. is promptly notified in writing, during the License Period, upon discovery of the non-conformity by you and Wimba, Inc.'s examination of the Wimba, Inc. Service discloses that such non-conformity exists.

9. WIMBA, INC.'S REMEDIES.

You agree that any breach by you of your obligations under Sections 1 and 2 may cause Wimba, Inc.

irreparable harm and damage and therefore agree that, in addition to any other rights or remedies that may be available to Wimba, Inc. at law or in equity and notwithstanding the arbitration provisions contained in Section 13, Wimba, Inc. shall be entitled to appropriate injunctive relief, without the posting of any bond or security. Further, in the event of any use of the Wimba, Inc. Service by an unauthorized person under this License, you agree that Wimba, Inc. shall be entitled, in addition to any other rights or remedies that may be available to Wimba, Inc. at law or in equity, to the fees Wimba, Inc. would have received had Wimba, Inc. contracted directly with such unauthorized person for the services received by such person for the full period of such Non-permitted Use, based on Wimba, Inc.'s list prices.

10. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL WIMBA, INC. BE LIABLE TO YOU, ANY END USER OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF THE USE OR INABILITY TO USE THE WIMBA, INC. SERVICE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOSS OF DATA OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF THE USE OF OR INABILITY TO USE THE WIMBA, INC. SERVICE EVEN IF WIMBA, INC. HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM BY ANY END USER OR ANOTHER PARTY. FURTHER IN NO EVENT SHALL WIMBA, INC.'S LIABILITY UNDER ANY PROVISION OF THIS LICENSE AGREEMENT EXCEED THE LICENSE FEE PAID TO WIMBA, INC. UNDER THIS AGREEMENT EXCLUSIVE OF ANY OTHER FEES OR CHARGES PAID BY YOU TO WIMBA, INC..

11. CONTENT AND INDEMNIFICATION.

(a) Wimba, Inc. does not routinely, and has no obligation to, monitor Content used on the Wimba, Inc. Service. However, Wimba, Inc. reserves the right to remove Content which it deems, in its sole discretion, will subject it to liability or to be dangerous, offensive, pornographic, or in violation of law or regulations currently in effect, Section 11(b) or any other provision of this License Agreement or of any on-line terms of service located on the Wimba, Inc. website.. Such removal may be immediate and without notice.

(b) You agree (i) only to use the Wimba, Inc. Service with properly licensed Content that does not violate any applicable law or third party right and (ii) to hold harmless, indemnify and defend Wimba, Inc., its officers, directors





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and employees (the "Wimba, Inc. Indemnitees"), from and against any losses, damages, fines and expenses (including reasonable attorneys fees and costs) arising out of or relating to any claims against the Wimba, Inc. Indemnitees in connection with (x) your services, products, materials, data, information, and Content, (y) your operation of the Wimba, Inc. Service in violation of any third party's intellectual property rights or other rights or in violation of any law, or (z) your breach of this Agreement.

(c) Wimba, Inc. agrees to hold harmless, indemnify and defend you, your officers, directors and employees (the "Licensee Indemnitees"), from and against any losses, damages, fines and expenses (including reasonable attorneys fees and costs) arising out of or relating to any claims against the Licensee Indemnitees (i) that the Wimba, Inc. Service infringes any United States patent, copyright, or trademark or otherwise violates any law or (ii) arising out of Wimba, Inc.'s breach of this Agreement; provided that Wimba, Inc. is promptly notified in writing of such claim. Should the Wimba, Inc. Service become, or in the reasonable opinion of Wimba, Inc. be likely to become, the subject of such an infringement claim, Wimba, Inc. may, at its option: (i) obtain the right for you to use the Wimba, Inc. Service at Wimba, Inc.'s expense; (ii) replace or modify the Wimba, Inc. Service to make it non-infringing, or (iii) if Wimba, Inc. determines neither (i) or (ii) are reasonably available, terminate this Agreement and refund to you any fees paid in advance covering the period following termination. THIS SECTION 11(C) SETS FORTH WIMBA, INC.'S ENTIRE LIABILITY AND OBLIGATION AND YOUR SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT OF PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS.

12. TERM; TERMINATION.

(a) Unless this is a perpetual license, the License Period as specified in Schedule 1 will be automatically renewed for a further one (1) year term unless either party gives notice to the other in writing at least ninety (90) days prior to the end of the License Period.

(b) This License Agreement will terminate (i) immediately if you violate the provisions of Section 1 or engage in any Non-permitted Use and such breach remains unremedied for 72 hours after receipt of notice of the breach and (ii) within ten (10) business days of receiving a demand for payment or other notice from Wimba, Inc. if you fail to pay any and all amounts payable hereunder or fail to comply with any other term hereof.

(c) Upon any termination of this License Agreement, all Wimba, Inc. customer support and other services will immediately terminate and your use of the Wimba, Inc. Service shall immediately terminate (except for your use of the version licensed to you under a perpetual license). If you have a perpetual license and this License Agreement is terminated, you may request that Wimba, Inc. download, at your expense, the Software and Documentation for the Wimba, Inc. Service covered by this License Agreement and your Content to hardware provided by Wimba, Inc. at your expense. Wimba, Inc. will bill you at the rate specified in Schedule 1 for Licensee Support Hours for the estimated time to be spent by Wimba, Inc. personnel to download such Software, Documentation and Content, which amount will be paid by you prior to the download and, if there is a difference greater than fifteen minutes more or less you will pay, or Wimba, Inc. will reimburse, the difference within thirty days after such download. Your obligations under Sections 1, 2, 8, 9, 10, and 11 and to pay any accrued charges shall survive any termination of this License Agreement.

13. GOVERNING LAW.

This License Agreement shall be governed by the laws of the State of New York without regard to conflict of law provisions and you consent to the exclusive jurisdiction of the state and federal courts in the State of New York. Without prejudice to the provisions of Section 9 regarding injunctive relief, the parties agree that all unresolved disputes under this License Agreement shall be submitted to arbitration in the State of New York. The arbitration shall be conducted under the rules for commercial disputes (expedited procedure) then prevailing of the American Arbitration Association. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction. This License Agreement shall not be governed by the United Nations Conventions on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

14. EXPORT LAW ASSURANCES.

You may not use or otherwise export or re-export the Wimba, Inc. Service or any part thereof except as authorized by United States laws and regulations. In particular, but without limitation, the Wimba, Inc. Service may not be exported or re-exported (i) into (or to a national or resident of) any U.S. embargoed country or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. You represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

15. GOVERNMENT END USERS.

If the Wimba, Inc. Service is supplied to the United States Government, the Wimba, Inc. Service is classified as





ASP License Agreement

"restricted computer software" as defined in clause 52.227-19 of the Federal Acquisition Regulations and its successors ("FAR"). The United States Government's rights to the Wimba, Inc. Service are as provided in clause 52.227-19 of the FAR.

16. MISCELLANEOUS.

(a) This License Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties, and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter, whether formally rejected by Wimba, Inc. or not.

(b) This License Agreement may not be modified except in writing signed by a duly authorized representative of both parties.

(c) Neither party may assign all or any part of its rights under this License Agreement (by operation of law or otherwise) without the prior written consent of the other unless in connection with the acquisition of a controlling interest in its stock or assets. Subject to the foregoing this License Agreement will be fully binding upon, inure to the benefit of, and be

enforceable by the parties and their respective successors and assigns.

(d) Any delay or failure to enforce a provision of this License Agreement shall not be deemed a waiver thereof. If any provision is held to be unenforceable for any reason, such provision shall be amended only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances.

(e) 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, power or telephone service shortages, interruptions or surges, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist activity or inability to obtain any export or import license or other approval or authorization of any government authority.

(f) Both parties are independent contracting parties. This License Agreement shall not constitute either party as principal and agent, partners, joint venturers, or employer and employee.

(g) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

In consideration of the mutual benefits set forth above and the covenants and agreements set forth in the License Agreement, the parties hereto have signed this License Agreement this 8 day of MARCH, 2008.

Signed:

For Wimba, Inc.

Signed:

For:



ASP License Agreement

Amendment to ASP License Agreement

11. CONTENT AND INDEMNIFICATION.

(b) You agree (i) only to use the Wimba, Inc. Service with properly licensed Content that does not violate any applicable law or third party right and (ii) to the extent permitted by Kentucky law, to hold harmless, indemnify and defend Wimba, Inc., its officers, directors and employees (the "Wimba, Inc. Indemnitees"), from and against any losses, damages, fines and expenses (including reasonable attorneys fees and costs) arising out of or relating to any claims against the Wimba, Inc. Indemnitees in connection with (x) your services, products, materials, data, information, and Content, (y) your operation of the Wimba, Inc. Service in violation of any third party's intellectual property rights or other rights or in violation of any law, or (z) your breach of this Agreement.

13. GOVERNING LAW.

This License Agreement shall be governed by the laws of the Commonwealth of Kentucky without regard to conflict of law provisions and you consent to the exclusive jurisdiction of the state and federal courts in the Commonwealth of Kentucky. Without prejudice to the provisions of Section 9 regarding injunctive relief, the parties agree that all unresolved disputes under this License Agreement shall be submitted to arbitration in the Commonwealth of Kentucky. The arbitration shall be conducted under the rules for commercial disputes (expedited procedure) then prevailing of the American Arbitration Association. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction. This License Agreement shall not be governed by the United Nations Conventions on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

Wimba Inc. and Kentucky Community & Technical College System have reviewed and agree upon the changes set forth in the Amendment to ASP License Agreement and the parties hereto have signed this Amendment to ASP License Agreement this 8 day of MARCH, 2008.

Signed:

For Wimba, Inc.

Signed:

For:



ASP License Agreement

Schedule 1

TO ASP LICENSE AGREEMENT

Licensee	Kentucky Community & Technical College System
Address	300 North Main Street Versailles, KY 40383 United States
Licensee Contact Name	Dr. Sandy Cook
Licensee Telephone	(859) 256-3240
Licensee E-mail	sandy.cook@kctcs.edu
Wimba Contact Name	Jesse Girardi
Wimba Telephone	(978) 377-0081
Wimba E-mail	jgirardi@wimba.com

Product and Service Details

Product Name	Product Description
Custom Services	Custom Implementation Services and Training.
Wimba Classroom	Wimba Classroom enables learning by combining state-of-the-art interactive technologies such as voice, video, application sharing, polling, and whiteboarding, with traditional best practices of instruction.
Wimba Classroom ASP	Leave the hosting to the experts. Wimba's professional ASP team delivers your Wimba Classroom, Wimba Voice and Wimba Pronto to your clients, from our managed datacenters. We offer fully redundant hosting facilities, complete backup solutions, and manage the entire application, from hardware and networking, through security, backup, and application maintenance.
Wimba Voice	Give your online classes a voice! Increase the interaction and student engagement level of any online class by allowing faculty and students to easily embed vocal interactions into their online courses.
Wimba Voice ASP	Leave the hosting to the experts. Wimba's professional ASP team delivers your Wimba Classroom, Wimba Voice and Wimba Pronto to your clients, from our managed datacenters. We offer fully redundant hosting facilities, complete backup solutions, and manage the entire application, from hardware and networking, through security, backup, and application maintenance.

Software Version	Current
License period	Year 1: March 17, 2008 – March 16, 2009 Year 2: March 17, 2009 – March 16, 2010 Year 3: March 17, 2010 – March 16, 2011 Year 4: March 17, 2011 – March 16, 2012
Number of Seats	Unlimited
License Fee	\$310,080.00 Schedule: Year 1: \$36,480





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	Year 2: \$60,800 Year 3: \$91,200 Year 4: \$121,600
Professional Services ***** Implementation & Training Implementation Fee Standard Support Package Support Hours Support Email Support Contact Number	Custom Implementation Services \$29,500 (T&E not included, will be billed upon completion of Services) Included 24x7 phone and email support for Faculty and Students technicalsupport@wimba.com 866.350.4978 (US & Canada)
Total Cost	\$339,580.00
Payment Terms	100% of Year 1 License Fee and Implementation Fee due upon execution of agreement. License Fees for Years 2, 3 and 4 are due on start date of license period as noted in "License Period" section above.
Schedule 1 Expiration Date	Quote valid for 30 Days from 3/12/2008

By executing this Term Sheet, which is Schedule 1 to an ASP License Agreement, you acknowledge that you have read and understood the provisions of such License Agreement and that you are bound by the provisions of the License Agreement. In consideration of the mutual benefits set forth above and the covenants and agreements set forth in the License Agreement, the parties hereto have signed this Term Sheet and License Agreement this 12 day of MARCH, 2008.

Signed:

For: Wimba, Inc.

By: Justin D. Hough

Title: VICE PRESIDENT, SALES

Signed:

For: Kentucky Community & Technical College
System

By: Joe R. Box

Title: Vice President

The recipient of this Quote agrees that it shall (i) hold the Quote in strict confidence and not disclose such confidential information to any third parties, including consultants; (ii) disclose the Confidential Information only to those employees and consultants of receiving party who need to know such information in order to carry out the purpose of this Quote and only to the extent necessary for such purpose; (iii) take all measures necessary to safeguard the confidential information in order to prevent it from falling into the public domain or into the possession of persons than those persons authorized hereunder to have any such information; such protective measures shall include but in no event be less than the highest degree of care that receiving party utilizes to protect its own confidential information of a similar nature.

KCTCS is a governmental entity subject to disclosure obligations under KRS 61.870 through 61.884 or successor legislation. Information clearly marked "confidential" under this agreement shall be treated as information identified by Wimba, Inc. as confidential, trade secret, commercially sensitive information and will not be disclosed except as provided by law.



Wimba, Inc.
10 East 40th Street, 11th Floor
New York, NY 10016
Office – 646.861.5100
Fax – 212.313.9465

Wimba, Inc. Hosting Services Contract

Project

This contract is entered into this 15th day of February, 2008 by and between the Kentucky Community and Technical College System (herein referred to as KCTCS) and Wimba, Inc. for the purpose of developing and managing a solution for KCTCS web conferencing live class and voice tools.

Hosting Services

Hosting services for KCTCS are included as part of the annual software licensing fees, which are set forth in RFP-00065, and Wimba Inc.'s response thereto.

Transitional Services

KCTCS is under no obligation to continue receiving hosting services from Wimba, Inc.

The KCTCS shall provide thirty (30) days prior written notice of election to request cancellation of Services.

Technology Services

Any additional technology services beyond those identified in the Service Level Agreement shall be provided to the KCTCS on an as needed basis.

Upon written authorization from KCTCS, Wimba, Inc. may contract for services on behalf of KCTCS with outside persons or agencies.

Financial Terms and Conditions

Implementation Fee

KCTCS shall pay to Wimba, Inc. the annual software licensing fee as proposed in RFP-00065; commencing upon execution of this agreement. The initial one-time implementation fee shall be twenty nine thousand five hundred dollars (\$29,500.00.) Wimba, Inc. shall create an invoice in this amount submit to the KCTCS for payment. Terms shall be net 30 from date of invoice.

License Fees

KCTCS will be solely and directly responsible for any software license fees associated with this solution. Per RFP-00065 and Wimba Inc.'s response thereto the annual license fees will be paid as follows:



Wimba, Inc.
10 East 40th Street, 11th Floor
New York, NY 10016
Office – 646.861.5100
Fax – 212.313.9465

Year 1 - \$36,480
Year 2 - \$60,800
Year 3 - \$91,200
Year 4 - \$121,600

Termination

KCTCS shall have the right to terminate and cancel this agreement at any time prior to project completion upon thirty (30) day's written notice served on Wimba, Inc. by registered or certified mail. The cost of any early termination, if without cause, shall be determined by the amount of services provided up to the point of notice receipt. Should early termination occur; KCTCS will have the option to take possession of all hosted data upon full financial restitution. Wimba, Inc. will purge all its systems of any remaining KCTCS information.

Termination for Cause

This Agreement may be terminated immediately by either party: (i) upon the breach by the other party of any of such other party's material obligations under this Agreement, its Exhibits, which breach is not capable of being cured or has not been cured within thirty (30) days after the breaching party has received notice thereof.

Governing Law

This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof, shall be governed by the laws of the Commonwealth of Kentucky.

Notices

Notices permitted or required by this contract will be sent by email or other reliable means as mutually determined.



Wimba, Inc.
10 East 40th Street, 11th Floor
New York, NY 10016
Office – 646.861.5100
Fax – 212.313.9465

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

Wimba, Inc.

KCTCS

By: Justin Dougherty

By: Ag R. Box

Title: Vice President, Sales

Title: Vice President

Address: 10 EAST 40TH STREET, 11TH Floor
NEW YORK, NY 10016

Address: 300 North Main St.
Versailles, KY 40383

Technical

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<p align="center">Service Level Agreement (SLA) for Kentucky Community and Technical College System</p>
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Document Owner:	Wimba
Business Relationship Manager:	Jesse Girardi

Approval

(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

Approvers	[Title and/or Affiliation]	Approval Date
<i>Antoinette A. Galt</i>	<i>VICE PRESIDENT, SALES</i>	<i>MARCH 8, 2008</i>
<i>Joe R. Box</i>	<i>Vice President</i>	

1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between Wimba, Inc. and The Kentucky Community and Technical College System (KCTCS) for the provisioning of IT services required to support and sustain KCTCS web conferencing live class and voice tools solution.

This Service Level Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders. Changes are recorded in the Amendments section of this Agreement and are effective upon mutual endorsement by the primary stakeholders.

This Agreement outlines the parameters of all IT services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Responsibilities of Wimba, Inc.

Wimba, Inc. will provide the following services:

- Hosting for KCTCS web conferencing live class and voice tools software system.
- Hardware will be housed at Wimba, Inc’s secure data center facilities.
- Unlimited Usage.
- Unlimited Archive Storage on ASP Servers of data resulting from KCTCS’ use of the Service in the ordinary course.
- All Product Upgrades and Enhancements during License period.
- Unlimited, Free Public Online Training to the extent normally scheduled by Wimba.
- 24X7X365 monitoring of all server and network components.
- Automated alert and notification to the Wimba Technical Team in response to server or network failures.
- Backup and Restore processing in the ordinary course, special requests for restoration by KCTCS will be provided by Wimba on a time and materials basis.
- Configuration, management, and administration of server and network component operation system software.
- 24X7X365 Level I Customer Support.

- Remediation of hardware and operating software failure. Wimba, Inc. will respond to server or network failures within one hour of alarm or other notification.
- Help desk services will be provided to the KCTCS technical staff for the purpose of identifying and addressing service issues.

3. Responsibilities of KCTCS

- Provide necessary information and assist Wimba, Inc. staff with the development of change control, outage notification, and backup retention procedures.
- Comply with all operational and security policies Wimba, Inc.

4. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability and monitoring.

4.1. Service Availability

Production Computing Environment

Customer Availability	24X7X365 (outside Maintenance Window)
Maintenance Window	To be determined
Automated Server Monitoring	24X7X365

4.2. Service Level Expectation

Wimba, Inc. and KCTCS acknowledge that critical responsibilities related to KCTCS web conferencing live class and voice tools solution delivery are shared by both parties and this prevents either party from accepting full accountability of ultimate service levels. Therefore, Wimba, Inc. and KCTCS agree to the following target service level expectations for KCTCS Web Services:

- At or near 100% service availability outside Maintenance Window
- Restoration of services after critical server or network failure within 4 hours

Failure by Wimba, Inc. to meet the minimum System Availability Performance as defined in this section for any calendar month covered by this Agreement shall result

in Service Credit(s) toward the next Annual Fee according to the schedule set forth below:

System Performance	Availability	% Service Credit
99.5% or above		0%
Less than 99.5%		2%
Less than 98.5%		5%
Less than 98.0%		10%
Less than 97.5%		15%
Less than 97.0%		20%
Less than 96.5%		25%

Wimba, Inc. will notify KCTCS of eligibility for a credit due to System Availability Performance. Such credit will be calculated based on the Annual Fee referred to in Section 5 of this Agreement divided by twelve and multiplied by the % Service Credit corresponding to the level of System Availability Performance achieved for each calendar month in the annual period covered by this Agreement. Wimba, Inc. will process the total of any such credits on the Customer's next Annual Fee statement. Any credit in excess of the amount due to Wimba, Inc. under this Agreement will promptly be credited to the KCTCS account. [as proposed by KCTCS in section 4.3 below, monthly measurement of availability is probably most appropriate – this language aligns the credit with such a measurement]

4.3 Termination Options for Chronic Problems

KCTCS may terminate this Agreement for cause and without penalty by notifying Wimba, Inc. within fifteen (15) days following the end of a calendar month in the event KCTCS experiences at least three (3) consecutive months of System Availability Performance less than 99%. Such termination will be effective thirty (30) days after receipt of such notice by Wimba, Inc.

5. Pricing

Implementation Services (One-time Fee):

- \$29,500



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Software Licensing (Annual Fee)

- Year 1 - \$36,480
- Year 2 - \$60,800
- Year 3 - \$91,200
- Year 4 - \$121,600

Pricing to include all of the services listed in Section 2 of this Agreement.



EXHIBIT A

Wimba Collaboration Suite Annual Pricing

Pricing valid through 12/31/08

Discount Schedule:

- 1 Product: 5% discount on total
- 2 Product: 10% discount on total
- 3 Product: 15% discount on total
- 4 Product: 18% discount on total

Multi-Year Licensing Discount:

Additional 5% discount on total for 2-year license
Additional 10% discount on total for 3-year license

FTE (Full Time Equivalent)	Wimba Classroom	Wimba Voice	Wimba Pronto	Wimba Create
1 - 1,999	\$21,150	\$11,125	\$10,000	\$1,700
2,000 - 3,999	\$25,550	\$13,050	\$14,000	\$2,500
4,000 - 7,999	\$29,950	\$14,975	\$16,500	\$3,500
8,000 - 14,999	\$37,320	\$16,900	\$20,000	\$4,995
15,000 - 24,999	\$42,270	\$18,825	\$24,500	\$7,995
25,000 +	TBD	TBD	TBD	TBD
Department / Program Licenses	TBD	TBD	TBD	TBD
State Agencies	TBD	TBD	TBD	TBD

Pricing Includes:

- Unlimited user site license
- ASP services
- 2-days onsite training for Wimba Classroom
- 1-day onsite training for Wimba Voice
- 24 / 7 student & faculty support
- Bb Integration

Note: Travel expenses for trainer billed separately