



Blackboard

This Blackboard Order Form ("Order Form") by and between Blackboard (as defined below) and University of North Texas System ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form, together with the Blackboard Master Agreement dated September 1, 2002 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	Term 1 9/1/14 - 8/31/15
1	LEARN FOR ACADEMIC COLLAB	Blackboard Learn for Academic Collaboration 15,001 - 25,000 FTE	\$223,288.80
1	COURSE DELIVERY	Blackboard Course Delivery 15,001 - 25,000 FTE	-
1	COMMUNITY ENGAGEMENT	Blackboard Community Engagement 15,001 - 25,000 FTE	-
1	CONTENT MANAGEMENT	Blackboard Content Management 15,001 - 25,000 FTE	-
1	LEARN FOR ACADEMIC COLLAB TEST	Blackboard Learn for Academic Collaboration Test open market	-
1	COURSE DELIVERY TEST	Blackboard Course Delivery Test open market	-
1	COMMUNITY ENGAGEMENT TEST	Blackboard Community Engagement Test open market	-
1	CONTENT MANAGEMENT TEST	Blackboard Content Management open market	-
1	MOBILE LEARN	Blackboard Mobile Learn 15,001 - 25,000 FTE	\$31,736.90
TOTAL			\$255,025.70

DESIGNATED SERVER SITE: University of North Texas System

B. Term

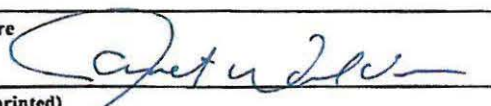
1. Initial Term: The Initial Term shall be from September 1, 2014 through August 31, 2015.
2. Unless otherwise specified in the Product or Service Description above, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the 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: September 1, 2014


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/bbline/licenseschedule.aspx> shall be incorporated herein.
2. Upon Effective Date of this Order Form, Customer's Mobile Central service shall be terminated.

Customer: University of North Texas System
Signature 
Name (printed) Janet Waldron, VC Finance
Title (printed)
Date 9/3/2014

Blackboard ("Blackboard")

Signature
TESS FRAZIER
Name (printed)
VICE PRESIDENT
Title (printed)
September 3, 2014
Date

BLACKBOARD MASTER TERMS

These Blackboard Master Terms ("Master Terms"), made this 1st day of September, 2002 ("Effective Date"), by and between Blackboard Inc., a Delaware corporation having an address at 1899 L Street, NW, Fifth Floor, Washington, DC 20036 ("Blackboard") and University of North Texas, having an address at P.O. Box 310621 Denton TX 76203 ("Customer").

Blackboard offers software and services to scale from course websites, to an entire online campus and that allows institutions to establish and manage accounts for a stored value card system and security access system. Customer wishes to adopt the Blackboard technology to enhance its own educational programs, and Blackboard is willing to provide the Blackboard technology to Customer for this purpose.

Therefore, in consideration of the following mutual covenants and agreements, the parties agree as follows:

1. SCOPE OF AGREEMENT.

1.1 Exhibits and Schedules. These Master Terms describe the general terms by which Customer may license Software (as defined below) and purchase Services (as defined below) and Equipment from Blackboard as set forth in a Schedule. The specific terms related to the license of Software and purchase of Services and/or Equipment are described in the appropriate Software or Service Schedules, and Exhibits thereto (collectively referred to as "Schedules"). Each Schedule and these Master Terms, including Exhibit 1 to these Master Terms attached hereto, together constitute a separate agreement (the "Agreement") between Blackboard and Customer. Schedules may be added or deleted from time to time by the agreement of the parties, but Customer is only authorized to license Software or purchase Services hereunder to the extent that one or more applicable Schedules is executed and in force.

1.2 Order of Precedence. The provisions of any Schedule will take precedence over these Master Terms, to the extent that they are inconsistent. In the event of any inconsistencies between the terms of these Master Terms and the attached printed terms and conditions of the purchase order, Exhibit 1, these Master Terms shall take precedence. Otherwise, the terms and conditions on the attached Exhibit 1 will apply.

2. DEFINITIONS

2.1 "Affiliates" means, with respect to any entity, any other entity Controlling, Controlled by or under common Control with such entity, whether directly or indirectly through one or more intermediaries.

2.2 "Available Date" means the date upon which an install copy of the Software and/or the Equipment is made available to Customer. An install copy of the Software or the Equipment is "made available" to the Customer either (i) on the date on which Blackboard has notified Customer that an install copy of the Software is available for download; (ii) on the date Blackboard notifies Customer that the Software may be accessed on the Blackboard ASP server; or (iii) the date on which the Software made available for installation via diagnostic modem; or (iv) on the date Blackboard ships Equipment to Customer. The download site will be made available to Customer for a period of thirty (30) days and Customer MUST download the Software within this thirty day period. A CD containing a backup copy of the Software can be sent to Customer upon Customer's request.

2.3 "Confidential Information" means any non-public information about a party, including, without limitation, the party's business, vendors, customers, products, services, employees, finances, costs, expenses, financial or competitive condition, policies, and practices, computer software programs and programming tools and their respective design, architecture, modules, interfaces, databases and database structures, nonliteral elements, capabilities and functionality, source code and object code, research and development efforts, marketing and distribution efforts, licensing, cross-licensing, marketing and distribution practices; computer software programs and other information licensed or otherwise disclosed to a party in confidence by a third party, and any other non-public information that does or may have economic value by reason of not being generally known.

2.4 "Control" and its derivatives shall mean legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the outstanding voting capital stock (or

other ownership interest, if not a corporation) of an entity, or actual managerial or operational control over such entity.

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

2.6 "Documentation" means Blackboard's applicable standard end user documentation for the Software and/or Equipment, which may be amended from time to time.

2.7 "Equipment" means the hardware and firmware related to the stored value card system and security access system as identified on Blackboard's then-current price list.

2.8 "Customer Content" means any content (including, but not limited to, course materials and the copyrights, patents, trade secrets and other intellectual property related thereto) provided by or through Customer for use with the Software or the Application Software if applicable.

2.9 "Services" means any consulting, educational, ASP installation, system administration, training or maintenance and support services provided by Blackboard to Customer.

2.10 "Software" means the object code version of the Blackboard software as described on the Software schedule(s), and Supported Interfaces (and any Documentation and help files included within the Software), including any Corrections, Updates and Upgrades provided pursuant to the maintenance and support terms of such schedule.

2.11 "Supported Interfaces" means application-based interfaces (API), network protocols, data formats, database schemas, and file formats used in the Software as described in the Documentation ("Installation Guide").

2.12 "Updates" shall mean the object code versions of the Software that has been developed by Blackboard to correct any software error therein and/or provide additional functionality and that have been commercially released with a version number that differs from that of the prior version in the number to the right of the decimal point (e.g., 2.0 vs. 2.1).

2.13 "Upgrades" shall mean the object code versions of the Software that have been customized, enhanced, or otherwise modified by or on behalf of Blackboard, acting in its sole discretion, to include additional functionality and that have been released with a version number that differs from that of the prior version in the number to the left of the decimal point (e.g., 3.0 vs. 2.0).

3. SOFTWARE AND SERVICES

3.1 Software License/Maintenance and Support Services. Blackboard will provide Customer with Software as well as maintenance and support services set forth on the applicable Software Schedule attached hereto for each annual period that Customer has paid the associated License Fees.

3.2 Sale of Equipment. Blackboard will sell to Customer, and Customer shall purchase from Blackboard, the Equipment pursuant to the terms and conditions in Schedule A. If no Equipment Schedule is attached, Customer acknowledges that Blackboard has no obligation to provide any Equipment to Customer.

3.3 Learning Solutions. Blackboard will provide Customer with the learning solutions set forth on the Learning Solutions Schedule attached hereto. If no Learning Solutions Schedule is

attached. Customer acknowledges that Blackboard has no obligation to provide any learning solutions to Customer.

3.4 ASP Services. Blackboard will provide Customer with the ASP services set forth in any ASP Schedule attached hereto. If no ASP Services Schedule is attached, Customer acknowledges that Blackboard has no obligation to provide Customer with any installation, configuration or other professional consulting services.

3.5 Additional Services. Blackboard will provide Customer with any other services that are set forth in a separate schedule attached hereto. If no additional Schedules are attached, Customer acknowledges that Blackboard has no obligation to provide Customer with any additional services.

4. CONFIDENTIALITY

4.1 Nondisclosure and Nonuse. Each party receiving Confidential Information, including but not limited to, materials containing Confidential Information shall (a) disclose such Confidential Information to only those directors, officers, employees and agents of such party (i) whose duties justify their need to know such information and (ii) who have been clearly informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information; and (b) use such Confidential Information only for the purposes set forth in this Agreement. Each party receiving Confidential Information shall treat such information as strictly confidential, and shall use the same care to prevent disclosure of such information as such party uses with respect to its own confidential and proprietary information, which shall not be less than the care a reasonable person would use under similar circumstances. Notwithstanding the foregoing, each party may disclose Confidential Information to the extent necessary pursuant to applicable federal, state or local law, regulation, court order, or other legal process, provided the receiving party has given the disclosing party prior written notice of such required disclosure and, to the extent reasonably possible, has given the disclosing party an opportunity to contest such required disclosure at the disclosing party's expense.

4.2 Notice. The receiving party will notify the disclosing party immediately in the event the receiving party learns of any unauthorized possession, use or knowledge of the Confidential Information and/or Materials containing Confidential Information and will cooperate with the disclosing party in any litigation against any third persons necessary to protect the disclosing party's rights with respect to the Confidential Information and Materials.

4.3 Terms of Agreement. Except as otherwise provided by law, neither party shall disclose the terms of the Agreement to any third party; provided, however, that either party may disclose the terms of this Agreement to its affiliates, attorneys and accountants, or to any potential investor or acquirer of a substantial part of such party's business (whether by merger, sale of assets, sale of stock or otherwise) that is bound by a written agreement to keep such terms confidential, or as may be required by law.

5. TERM; TERMINATION

5.1 Term. These Master Terms and the agreement between the parties shall commence as of the Effective Date and shall continue until the expiration or termination of all Schedules.

5.2 Default. Either party may, at its option, terminate these Master Terms and any or all Schedules if a material default by the other party is not corrected within thirty (30) days after receipt of a written notice of the default. If termination is due to a material breach by Blackboard, Blackboard will refund a pro-rata portion of the applicable License and Maintenance and Support Fees paid for the current term.

5.3 Mutual Termination. Either party may terminate these Master Terms and any or all Schedules, immediately by written notice, if the other party breaches any Software Schedule or Section 4 of these Master Terms. If termination is due to a material breach by Blackboard, Blackboard will refund a pro-rata

portion of the applicable License and Maintenance and Support Fees paid for the current term.

5.4 Effect of Termination. Termination of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to such termination, nor affect or impair the rights of either party arising under the Agreement prior to such termination, except as expressly provided herein.

5.5 Survival. The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

6. FEES; PAYMENT

6.1 Fees. Customer shall pay Blackboard the fees in US Dollars specified in the Schedules attached as applicable.

6.2 Payment and Late Fees. Customer shall pay Blackboard the Fees in accordance with the applicable Schedules, and in no event later than thirty (30) days of the date of an accurate invoice from Blackboard not in formal dispute. Blackboard expressly reserves the right to change the License Fee and Maintenance and Support Fee for any Renewal Term. Any overdue amounts will bear a late fee at the rate of eighteen percent (18%) per annum or the maximum rate permitted by applicable Texas law, whichever is less. All fees are payable in U.S. dollars and shall be sent to the attention of Blackboard's Accounts Receivable Department.

6.3 Audit. For the sole purpose of ensuring compliance with this Agreement, Blackboard shall have the right, at its expense and in accordance with applicable laws, to audit Customer's use of the Software upon at least seven (7) days advance notice. Any such audit shall be during Customer's normal business hours and shall not be made more frequently than once every twelve months.

6.4 Taxes. The fees hereunder do not include any sales, use, excise, import or export, value-added or similar tax and interest, as well as any costs associated with the collection or withholding thereof, and all government permit fees, license fees and customs and similar fees levied on the delivery of the Software or the performance of Services by Blackboard to Customer. Blackboard acknowledges that Customer is tax-exempt. All payments due under this Agreement shall be made without any deduction or withholding, unless such deduction or withholding is required by any applicable law of any relevant governmental revenue authority then in effect. If Customer is required to deduct or withhold, Customer will promptly notify Blackboard of the requirement, pay the required amount to the relevant governmental authority, provide Blackboard with an official receipt or certified copy or other documentation acceptable to Blackboard evidencing payment, and pay to Blackboard, in addition to the payment to which Blackboard is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount actually received by Blackboard equals the full amount Blackboard would have received had no such deduction or withholding been required.

6.5 Billing Contact. Customer's billing/invoicing point of contact is:

Name	Payment Services
Title	University of North Texas
Address	P.O.Box 310499 Denton TX 76203
E-mail:	jwhiffen@unt.edu
Telephone number	(940) 565-4167

7. DISCLAIMERS AND REMEDIES

7.1 Limited Warranty. Unless otherwise indicated on an attached Schedule, Blackboard warrants to Customer, subject to the remedy limitations set forth herein, that during (i) a period of twelve (12) months from the Available Date of the Equipment manufactured by Blackboard or third-party Equipment sold by Blackboard, unless otherwise specified in the applicable

Schedule(s) and (ii) a period of ninety (90) days from License Available Date for the Software manufactured by Blackboard, that such Equipment and Software will substantially conform to the applicable Documentation, provided that Blackboard has received all amounts owed under this Agreement and Customer is not in default of any part of this Agreement. Customer must notify Blackboard in writing of the deficiency within the warranty period and must install any generally-released Corrections, Upgrades and Updates. Blackboard's sole obligation is limited to repair or replacement of the defective Software or Equipment in a timely manner.

7.2 Disclaimer of Warranty. EXCEPT FOR THE LIMITED WARRANTY IN SECTION 7.1 ABOVE AND ANY SPECIFIC WARRANTIES PROVIDED IN AN ATTACHED SCHEDULE(S), THE SOFTWARE, EQUIPMENT AND ALL PORTIONS THEREOF, AND ANY SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, BLACKBOARD AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS SPECIFICALLY PROVIDED IN AN ATTACHED SCHEDULE(S), NEITHER BLACKBOARD NOR ITS LICENSORS WARRANT THAT THE FUNCTIONS OR INFORMATION CONTAINED IN THE SOFTWARE WILL MEET ANY REQUIREMENTS OR NEEDS CUSTOMER MAY HAVE, OR THAT THE SOFTWARE WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION, OR THAT ANY DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE IS COMPATIBLE WITH ANY PARTICULAR OPERATING SYSTEM. BLACKBOARD AND ITS LICENSORS MAKE NO GUARANTEE OF ACCESS OF ACCURACY OF THE CONTENT CONTAINED ON OR ACCESSED THROUGH THE SOFTWARE.

7.3 Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL BLACKBOARD OR ITS LICENSORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EQUIPMENT OR ANY PORTION THEREOF, DEFECTS IN WARRANTY, ANY SERVICES, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF BLACKBOARD AND/OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL BLACKBOARD'S LIABILITY EXCEED THE AMOUNT OF FEES PAID FOR THE PARTICULAR SOFTWARE, EQUIPMENT AND/OR SERVICE LICENSED UNDER EACH SCHEDULE HEREUNDER FOR THE CURRENT TWELVE (12) MONTH PERIOD.

8. INDEMNIFICATION

8.1 Blackboard. To the extent allowed by the Texas Office of the Attorney General and in accordance with Texas law, if Customer receives a claim that the use of the Software or Equipment infringes a patent, copyright or other intellectual property right, Customer must promptly notify Blackboard in writing. Blackboard shall, at its own expense and option: (i) defend and settle such claim, (ii) procure Customer the right to use the Software or Equipment, (iii) modify or replace the Software or Equipment to avoid infringement; or (iv) refund the applicable fee paid for the current term. In the event Blackboard exercises option (i) above, it shall have the sole and exclusive authority to defend and/or settle any such claim or action, provided that Blackboard will keep Customer informed of, and will consult with any independent attorneys appointed by Customer at Customer's own expense regarding the progress of such litigation. Furthermore, Blackboard agrees to indemnify, defend and hold harmless Customer, its Board of Regents, officers, and employees, for any and all liability, injuries, damages, or

allegations due to Blackboard's gross negligence and/or willful misconduct.

8.2 Exceptions. To the extent allowed by the Texas Office of the Attorney General and in accordance with Texas law, Blackboard shall have no liability to Customer under Section 8.1 or otherwise for any claim or action alleging infringement based upon (i) any use of the Software or Equipment in a manner other than as specified by Blackboard; (ii) any combination of the Software or Equipment by Customer with other products, equipment, devices, software, systems or data not supplied by Blackboard (including, without limitation, any software produced by Customer for use with the Software) to the extent such claim is directed against such combination; or (iii) any modifications or customization of the Software or Equipment by any person other than Blackboard ("Customer Matter").

8.3 Customer. To the extent allowed by the Texas Office of the Attorney General and in accordance with Texas law, Customer shall, at its own expense, defend or, at its option, settle any claim, suit or proceeding brought against Blackboard arising out of a Customer Matter and shall pay any damages finally awarded or settlement amounts agreed upon to the extent based upon a Customer Matter ("Blackboard Claim"); provided that Blackboard provides Customer with (i) prompt written notice of such Blackboard Claim; (ii) control over the defense and settlement of such Blackboard Claim; and (iii) proper and full information and assistance to settle or defend any such Blackboard Claim.

8.4 Exclusive Remedy. TO THE EXTENT ALLOWED BY THE TEXAS OFFICE OF THE ATTORNEY GENERAL AND IN ACCORDANCE WITH TEXAS LAW, THE FOREGOING PROVISIONS OF THIS SECTION 8 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF EACH PARTY, AND THE EXCLUSIVE REMEDY OF EACH PARTY WITH RESPECT TO ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT.

9. MISCELLANEOUS

9.1 Severability. Should any term or provision of this Agreement be finally determined by a court of competent jurisdiction to be void, invalid, unenforceable or contrary to law or equity, the offending term or provision shall be modified and limited (or if strictly necessary, deleted) only to the extent required to conform to the requirements of law and the remainder of this Agreement (or, as the case may be, the application of such provisions to other circumstances) shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law, and the parties shall use their best efforts to substitute for the offending provision new terms having similar economic effect.

9.2 Conflict Resolution. In the event of a dispute between the Parties relating to the terms and conditions of this Master Terms or any Schedule, or the performance of the Parties hereunder, the Parties shall first attempt to resolve the dispute by internal discussions involving their appointed representatives within thirty (30) days of the dispute arising. In the event a dispute arising hereunder is not resolved in accordance with the previous sentence and if Chapter 2260 of the Texas Government Code applies to this Agreement, then the statutory dispute resolution process will be used by the parties to resolve disputes arising hereunder. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects.

9.3 Governing Law. This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of Texas without reference to its conflicts of law provisions. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

9.4 Modification and Waiver. Any modification, amendment, supplement, or other change to this Agreement or any Schedule attached hereto must be in writing and signed by a duly authorized representative of Blackboard and Customer. All waivers must be in writing. The failure of either party to insist upon strict performance of any provision of this Agreement, or to

exercise any right provided for herein, shall not be deemed to be a waiver of the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any other provision or right herein.

9.5 Assignment. No right or obligation of Customer under this Agreement may be assigned, delegated or otherwise transferred, whether by agreement, operation of law or otherwise, without the express prior written consent of Blackboard, and any attempt to assign, delegate or otherwise transfer any of Customer's rights or obligations hereunder, without such consent, shall be void. Subject to the preceding sentence, this Agreement shall bind each party and its permitted successors and assigns.

9.6 Remedies. The parties agree that any breach of this Agreement would cause irreparable injury for which no adequate remedy at law exists; therefore, the parties agree that equitable remedies, including without limitation, injunctive relief and specific performance, are appropriate remedies to redress any breach or threatened breach of this Agreement, in addition to other remedies available to the parties. All rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently and shall not be deemed exclusive except as provided in Sections 6, 7 and 8.

9.7 Notices. Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, sent by facsimile, or mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed as set forth above or to such other address as shall be given in accordance with this Section 9.8, and shall be effective upon receipt.

9.8 Force Majeure. Except with regard to payment obligations, neither party will be responsible for any failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or inability to obtain any export or import license or other approval of authorization of any government authority.

9.9 U.S. Government Sales. If Customer is a U.S. Government entity, the Software is provided with RESTRICTED RIGHTS. Each of the components that comprise the Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software with only those rights set forth herein. Contractor/manufacturer is Blackboard Inc., 1899 L Street, N.W., Suite 500, Washington, DC 20036. All rights not specifically granted in this statement are reserved by Blackboard.

9.10 Export Control. Customer shall not export or allow the export or re-export the Software, any components thereof or any Confidential Information of Blackboard without the express, prior, written consent of Blackboard and except in compliance with all export laws and regulations of the U.S. Department of Commerce and all other U.S. agencies and authorities, including without limitation, the Export Administration Regulations of the U.S. Department of Commerce Bureau of Export Administration (as contained in 15 C.F.R. Parts 730-772), and, if applicable, relevant foreign laws and regulations.

9.11 Relationship. Blackboard and Customer are independent contracting parties. This Agreement shall not constitute the parties as principal and agent, partners, joint venturers, or employer and employee.

9.12 Entire Agreement. An Agreement, which includes these Master Terms, and the applicable Schedule(s) and Exhibit(s), constitute the entire, full and complete Agreement between the parties concerning the subject matter hereof, and they collectively supersede 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.

9.13 Year 2000 Performance Warranty. Blackboard and Customer acknowledge and agree that a Year 2000 Performance Warranty is not required or applicable to this Agreement and any reference in Customer's additional or preprinted terms or conditions on Customer's Purchase Order shall be null, void, and of no effect.

9.14 Technology Access Clause. Blackboard and Customer acknowledge and agree that Customer's Technology and Access term in Customer's additional or preprinted terms or conditions on Customer's Purchase Order is null, void and of no effect.

To the extent determined by a court of competent jurisdiction that the Blackboard Learning System or Blackboard Transaction System is upon the Effective Date an AIS ("Automated Information System") and in accordance with the Section 2157.005 Texas Government Code, Blackboard expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to the accessibility by persons with visual impairments. Accordingly, Blackboard represents and warrants to Customer that the technology provided to Customer is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of: (1) providing equivalent access to use by both visual and non-visual means; (2) presenting information, including prompts used or interactive communications, in formats intended for both visual and non-visual use; and (3) being interactive into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this clause, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services that would constitute reasonable accommodations under the Federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If the Blackboard Learning System or Blackboard Transaction System is determined to be an automated information system, Blackboard will be given six (6) months to comply with the above referenced requirements.

IN WITNESS WHEREOF, the parties hereto have executed these Master Terms as of the date first written above.

BLACKBOARD

Signature

Print Name and Title

Date:

CUSTOMER

University of North Texas

Signature

Print Name and Title

Date:

UNT TC#701 Addendum

9/30/2010
VOID IF EXECUTED AFTER JUNE 30, 2010
UNIVERSITY OF NORTH TEXAS

BLACKBOARD CONNECT-ED® FOR HIGHER EDUCATION SERVICE SCHEDULE

This Blackboard Connect-ED® Service Schedule (this "Schedule") dated May 25, 2010 (the "Effective Date") by and between Blackboard Inc. ("Blackboard") and University of North Texas (the "Customer") is an addendum to the Blackboard License And Services Agreement dated September 1, 2002 between Blackboard and Customer, including any exhibits, Schedules and amendments thereto, and the Acceptable Use Policy and Privacy Policy (the "Policies") posted on www.blackboardconnect.com and incorporated by reference. Capitalized terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the Master Terms. Whereby wishes to utilize Blackboard's Connect-ED for Higher Education service and any other modules to which the Customer subscribes (collectively, the "Service") subject to and in accordance with the following terms and conditions and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

1. Service.

- a. **Service.** In consideration for the Service Fee (as defined below), Blackboard shall provide the Customer with the Service. The Customer will only use the Service to send unlimited any-time messages to enrolled students, faculty and staff (individually, a "Recipient" and collectively, the "Recipients"). The Customer will provide all contact data for Recipients (the "Recipient Data"). Telephone messages may only be sent to telephone numbers from the North American Numbering Plan from the 48 contiguous United States, Alaska and Hawaii. Additional charges incurred by the Recipient for messages, including but not limited to text message fees or data fees shall be payable by the Customer or Recipient. The Customer may purchase additional modules from Blackboard at the then-current pricing by issuing a purchase order (or other accepted ordering method) to Blackboard for such module. Any such additional modules shall be governed by the terms and conditions of this Schedule.
- b. **Web Portal.** If Customer elects to link to and use the web interface provided by Blackboard, the provisions in this Section 1.b. shall apply. The Customer agrees that the Web Portal is for the sole purpose of enabling Recipients to update and add their contact information. If the Customer elects to use the Web Portal, Blackboard grants for the period of the Term (as defined below) to Customer a limited non-exclusive, worldwide, royalty-free license to place a digital image of the Blackboard Connect-ED Sign-up Logo, which will be presented to Customer (the "Image"), on an appropriate page of the Customer's Internet site, located at <http://www.blackboardconnect.com/> with a hyperlink to Blackboard's Web Portal site (the "Link") at <http://portal.blackboardconnect.com/> (the "Web Portal"). The Customer may not use any other trademark or service mark in connection with the Image without the prior written approval of Blackboard. The Link may not be used in any manner to provide a user with access to the Web Portal via any framing, layering or other techniques now known or hereafter developed that permit display of the Web Portal with any materials posted by Customer or any party other than Blackboard. Customer may not allow the Image to be linked to any other web site. The Customer may not use the Image in any manner not permitted hereunder, modify the Image, or copy, or create a derivative work from, the "look and feel" of the Image. Blackboard will have the right to review all uses of the Image for quality control purposes and proper compliance with guidelines, as they may be modified from time to time. Blackboard reserves the right to modify permission to use the Image and/or the Link at any time.

2. Term; Termination.

This Schedule will commence on September 1, 2010 (the "Service Start Date") and will continue for three (3) years thereafter (the "Initial Term"). Thereafter, the Schedule will renew automatically upon the expiration of the Initial Term for successive one (1) year periods (each, a "Renewal Term," and collectively with the Initial Term, the "Term"), unless either Party provides written notice of its desire not to renew at least 30 days prior to the end of the then-current term. Notwithstanding the foregoing, if Customer inputs any information or other data into Blackboard's systems prior to the Service Start Date in order to prepare for the start of the Service and/or sends any messages prior to the Service Start Date, the Customer expressly accepts that the terms and conditions of this Schedule will also apply during that earlier period.

- a. **Termination with Cause.** Either Party may terminate this Schedule in the event of a material breach by the other Party, which breach remains uncured for thirty (30) days following written notice to the breaching Party. In the event of a termination by Customer for an uncured material breach, the Customer will receive a prorated refund of the annual Service Fee (minus the Support Fee if any) calculated from the date of termination to the end of the applicable annual period. This Schedule can be terminated immediately by Blackboard for non-payment.
- b. **Effect of Termination.** In the event of termination or expiration of this Schedule, the Customer will: (i) immediately discontinue access to and/or use of the Service under this Schedule; (ii) pay to Blackboard all amounts due and payable under this Schedule; and (iii) return all Documentation and related training materials to Blackboard within a reasonable time at the Customer's cost and immediately disable any embedded link(s) to the Web Portal. Any termination of this Schedule will not affect any rights or liabilities of either Party that accrued prior to such termination. Sections 2, 5 and 6 will survive the expiration or termination of this Schedule for any reason.

3. Fees.

In consideration for the use of the Service during the Initial Term, the Customer will pay Blackboard an annual Support Fee of \$2,500.00 and an Annual Message Fee of two dollars (\$2.00) per Recipient per year (collectively, the "Service Fee"), calculated as follows:

- a. For the first year of the Initial Term, the Message Fee will be \$87,228.00 (i.e., \$2.00 x 43,614 Recipients). A total Service Fee of \$89,728.00 (including the Support Fee) will be invoiced on execution of the Schedule. Calculation of the aggregate Annual Message Fee for subsequent years after the first year of the Initial Term will be \$2.00 per Recipient per year based on the number of actual Recipients for each year of the Initial Term. For subsequent Renewal Terms beyond the expiration of the Initial Term, the Service Fee shall be at Blackboard's then-current pricing.
- b. Fees are paid at the beginning of each annual period and are due in no event later than thirty (30) days after the date of an invoice from Blackboard.

4. Privacy Policy and Acceptable Use Policy.

The Customer agrees to comply with the then current Policies, which Blackboard reserve the right to modify, from time to time, effective five (5) days after such modified Policies are posted at the relevant link, such posting to constitute effective notice of changes. In the event of an express conflict between the terms of the Schedule and the terms of the Policies, the terms of the Schedule will prevail. Blackboard does not rent, trade, or sell Recipient Data received from Customer to third parties, and will only disclose information as necessary to comply with applicable laws and government orders or to operate or maintain the Service.

5. Representations and Obligations.

The Customer represents and warrants that: (i) it will comply with all applicable laws, regulations and contracts in use of the Service and with respect to the content and transmission of its messages sent using the Service; (ii) it will use best efforts in providing accurate and complete Recipient Data; (iii) it has met all legal, regulatory and contractual requirements in providing, and using, the Recipient Data, in connection with the Service, including, but not limited to, obtaining requisite consents to call a Recipient; (iv) it will maintain the confidentiality of its password and account information, and agrees to notify Blackboard in the event of an actual or suspected unauthorized access to its account, or if it loses its account information; (v) it will have in place primary safety and emergency response procedures in the event of an emergency (including without limitation, notifying 911 or equivalent, fire, police, emergency medical, and public health, collectively, "First Responder Services") which do not utilize the Service; (vi) it will not subject Blackboard to any regulations or laws due to the import of certain Recipient Data; (vii) it will not send messages to Recipients who have opted out of receiving messages from the Customer; (viii) if Customer licenses data from Blackboard, it will only use such data licensed from Blackboard to contact individuals pursuant to the use of the Service and is prohibited from downloading or making copies of such data licensed from Blackboard if such activity would violate an applicable law, regulation or contract; and (ix) it will not use the Service in combination with products or services not provided by Blackboard or in a manner for which the Service was not designed, which would cause the

9/20/10
VOID IF EXECUTED AFTER JUNE 30, 2010
UNIVERSITY OF NORTH TEXAS

Service to infringe on a third party intellectual property right. The Customer agrees to defend, indemnify and hold harmless Blackboard against any damages, losses, liabilities, settlements, and expenses (including without limitation, costs and reasonable attorneys' fees) in connection with any claim or action that arises from the content or effects of any messages the Customer distributes using the Service or the Customer's use of the Service.

6. Miscellaneous. In the event of the Service's failure to comply with this Schedule, the Customer's sole remedy shall be to terminate the Schedule. The Customer acknowledges and agrees that the Service is not intended, nor designed, for use in high risk activities, or in any situation where failure of the Service could lead to death, personal injury, or damage to property, or where other damage could result if an error occurred and the parties further agree that, to the extent not prohibited by applicable law, Blackboard shall not be liable for any death, personal injury or damage to property. The Customer also acknowledges and agrees that the primary recourse of the Customer in the event of any actual or potential threat to person or property should be to contact First Responder Services and that the Service is not intended to replace First Responder Services, or to be used for communicating with, or replace notification to, or Interoperate directly with, First Responder Services, which should have already been notified and deployed prior to using the Service. Blackboard is not responsible to the Customer, any of Customer's Recipients or any other third party regarding the accuracy or validity of the data entered through the Web Portal and Blackboard makes no warranty that the Web Portal will be error-free or that access thereto will be uninterrupted. Blackboard reserves the right to modify or remove any functionality that may be alleged to infringe a third party's intellectual property rights. The Customer acknowledges and agrees that the Confidential Information and all other materials pertaining to the use of the Service are not purchased or developed with Customer funds. Accordingly, nothing in this Schedule grants or transfers to the Customer any ownership rights in the foregoing materials, the Service, or the Image and the goodwill associated therewith. The Schedule may be executed in counterparts and a signature on a copy of this Schedule received by either Party by facsimile is binding upon the other Party as an original.

By signing below, the Customer represents and warrants that it has read and understands all applicable parts of this Schedule, including the Policies, and that person who has signed this Schedule for the Customer is authorized to execute and deliver this Schedule on its behalf.

IN WITNESS WHEREOF, the parties have executed this Schedule as of the Effective Date.

BLACKBOARD

650 MASSACHUSETTS AVE. NW 6TH FLOOR
WASHINGTON, DC 20001

Signature

Tess Frazier - Vice President

Print Name and Title

Date:

8/2/10

UNIVERSITY OF NORTH TEXAS

PO BOX 311277
DENTON, TX 76203

Signature

Jean R. Bush
Jean Bush, Acting Senior Associate
Vice President for Finance

Print Name:

Date:

8/2/10

Addendum attached hereto
and incorporated herein for
all purposes

PO# 4155

University of North Texas System



Blackboard

This Blackboard Order Form ("Order Form") by and between Blackboard (as defined below) and University of North Texas System ("Customer") details the terms of Customer's use of the products and services set forth in the product and pricing summary exhibit attached hereto and incorporated by reference ("Product and Pricing Exhibit"). This Order Form shall become effective on the later of: (i) the last signature date indicated below; or (ii) the date specified in the Product and Pricing Exhibit ("Effective Date").

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:

Invoicing	Blackboard
Customer: University of North Texas System Address: PO Box 311277 Denton, TX 76203-1277 USA Invoicing Contact: Jane Himmel Email: jane.himmel@unt.edu Phone: 940 3698137	Billing Contact Information: 650 Massachusetts Ave., NW, 6th Floor Washington, DC 20001-3796 Phone: 1.800.424.9299

This Order Form incorporates by reference as if fully set forth herein the terms and conditions of the Blackboard Master Terms entered into by the University of North Texas and Blackboard Inc., effective September 1, 2002.

This Order Form, together with the terms of service located at <https://secure.blackboard.com/legal/collaborate/TOS.htm> and incorporated herein by reference, form the entire agreement between the parties ("Agreement") in respect of the products and services set forth in the Product and Pricing Exhibit. Unless specifically set forth in the Product and Pricing Exhibit, a purchase order shall not be required for Blackboard to invoice the Customer for amounts due under this Agreement. Notwithstanding anything to the contrary in any purchase order or other document provided by the Customer, any product or service provided by Blackboard to Customer in connection with a purchase order related to this Agreement is conditioned upon Customer's acceptance of this 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 this Agreement on behalf of Customer or Blackboard, as applicable.

Blackboard Collaborate Inc	
Signature	
TESS FRAZIER	
Name (printed)	
VICE PRESIDENT	
Title (printed)	
Date	9/19/2012

Customer: University of North Texas System	
Digitally signed by Terry Pankratz DN: cn=Terry Pankratz, o=UNT System, ou=Vice Chancellor for Finance, email=Terry.Pankratz@UNT.edu, c=US Date: 2012.09.19 12:25:36 -0500	
Terry Pankratz	
Signature	
Name (printed)	
Title (printed)	
Date	

Product and Pricing Exhibit

A. Product and Pricing Summary

Software, ASP Services & Professional Services: The Customer hereby subscribes to the following Blackboard Collaborate Software, ASP Services and/or Professional Services:

Renewal Renewal Renewal Renewal

Qty	Unit	Product Code	Product or Service Description	Initial Term Period 1 Fee 8/16/2012- 8/15/2013	Initial Term Period 2 Fee 8/16/2013- 8/15/2014	Initial Term Period 3 Fee 8/16/2014- 8/15/2015	Initial Term Period 4 Fee 8/16/2015- 8/15/2016	Initial Term Period 5 Fee 8/16/2016- 8/15/2017
1	Year	EL-EL-BBB-UNL-H	Bb Collaborate Bb Building Block - Elluminate Live	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
1	Year	WB-WP-BBB	Bb Collaborate Enterprise IM Bb Building Block	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
1	Year	WB-WP-6	Bb Collaborate Enterprise IM (25,001-50,000)	\$22,578	\$25,797	\$27,087	\$28,441	\$29,863
1	Year	WB-WV-BBB	Bb Collaborate Voice Authoring Bb Building Block	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
1	Year	EL-EE-OP-HSAS-T6	Bb Collaborate Web Conferencing EL (25,000-50,000)	\$41,403	\$45,861	\$48,155	\$50,563	\$53,091
1	Year	WB-WV-1-SAAS	Bb Collaborate Voice Authoring (1-1999)	\$ 11,116	\$11,672	\$12,255	\$12,868	\$13,512

Sales Order Total Fee (Initial Term):	\$ 75,097	\$ 83,330	\$ 87,497	\$ 91,872	\$ 96,466
---------------------------------------	-----------	-----------	-----------	-----------	-----------

Customer understands and agrees that this Order Form limits the use of the Software, ASP Services and/or Professional Services by the Customer to the delineated description and quantity specified above. Additional access to or usage of the software or services is subject to additional purchase.

PO Required for Invoicing ☐

B. Term

1 year

1. Initial Term: Unless otherwise specified in the Product or Service Description above, the Initial Term shall be five (5) years 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: August 16, 2012

C. Payment Terms

1. Initial and subsequent payments are due when invoiced on a Net-30 basis. All amounts due are in United States dollars (\$) unless otherwise expressly indicated.
2. Customer shall be invoiced for amounts due in respect of the first year of the Initial Term upon execution of this Order Form. Fees for subsequent Renewal Terms, if any, shall be invoiced annually upon the anniversary of the Effective Date.
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.