

Maintenance and Service Agreement 019075A

The Blackboard Maintenance and Service Agreement is intended to cover equipment that is manufactured and/or supplied by Blackboard CampusWide Inc. ("Blackboard"), Phoenix, AZ 85029.

Pursuant to the terms and conditions set forth below and attached, Blackboard and **Board of Trustees of Northern Illinois University** ("Customer") agree to the following.

Terms and Conditions.

Coverage Period:

The maintenance service term covered under this Agreement is effective for the Coverage Period indicated below. In event of a conflict or inconsistency among the terms and conditions of the documents making up this Agreement, the order of precedence for interpretation of this Agreement shall be: (1) The terms and conditions set forth herein; and (2) Addendum to Blackboard's Full Maintenance Agreement Terms and Conditions; and (3) those described in the document entitled Full Maintenance Agreement Terms and Conditions Document #F930069B. This Agreement constitutes the entire agreement between Customer and Blackboard with respect to the services provided as itemized on the following pages. Pre-printed provisions on Customer's purchase order (unless otherwise specifically agreed to in writing) and all provisions on Customer's form shall be deemed deleted. No changes or modifications to the Agreement shall be binding unless made in writing and signed by both parties.

The quantity of equipment and specific serial numbers covered and the special services, if any, to be rendered are itemized on the following pages. Some special services, if listed on the following pages, may require Customer's acceptance of additional terms and conditions and execution by both parties of certain other agreements.

The Hewlett-Packard Computer and System Software are not covered under this Agreement and must be covered through the Customer's local Hewlett-Packard office. The Customer must provide Blackboard with a copy of the Hewlett-Packard Support Coverage Letter and the Serial Number of the Hewlett-Packard Computer.

Starting Date: 01-Jul-2001 Ending Date: 30-Jun-2002

Full payment is due on the starting date listed below.

	Total Due	\$ 25,467
Board of Trustees of Northern Illinois	Blackbo	ard CampusWide Inc.
Name Edde R. Williams	Name	Vice President of Sales
Title Executive Vice President Chief of Operations	Title	Vice President of Sales emmerce and Access Solution
Date 7/3/01	Date	/01
Signature	Signatur	

ADDENDUM

This Addendum to the Blackboard Maintenance and Service Agreement in effect from July 1, 2001, through June 30, 2002, between Blackboard CampusWide Inc. ("Blackboard") and the BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY ("Customer"), witnesseth:

Notwithstanding any provisions of the aforesaid agreement to the contrary, the parties agree as follows:

- 1. Said agreement is subject to termination and cancellation without payable in any year in which the Illinois General Assembly fails to make an appropriation to make payable under the terms hereof provided that the Customer provides written notice to Blackboard within ten (10) days of such fallure by the Illinois General Assembly.
- 2. The Customer shall not be obligated to make any payments in excess of \$25,467.00 unless it has issued its purchase order or change order covering such payments. Blackboard shall not be responsible for performing any services or activities on Customer's behalf or at Customer's request, which are outside the scope of activities and services paid for under the aforesald agreement unless it has received authorization in the form of the Customer's purchase order or change order. Fees for services after the term of the Maintenance and Service Agreement ends on June 30, 2002, and Blackboard's obligation for performing such services shall be subject to the renewal of the agreements by the parties hereto at rates established in the maintenance renewal agreement.
- 3. Said agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- 4. Blackboard shall maintain, for a minimum of three (3) years after the completion of the aforesaid agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with said agreement; said agreement and all books, records and supporting documents related to said agreement shall be available for review and audit by the Illinois Auditor General; and Blackboard shall cooperate fully with any audit conducted by the Illinois Auditor General and shall provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this paragraph shall establish a presumption in favor of the Customer for the recovery of any funds paid by the Customer hereunder for which adequate books, records and supporting documentation are not available to support the purported disbursement.
- 5. The parties hereto shall abide by the requirements of Executive Order 11246 and the Rules and Regulations of the Illinois Department of Human Rights, and there shall be no discrimination because of race, color, religion, sex, national origin, ancestry, acre, marital status, physical or mental handicap unrelated to ability or an unfavorable discharge from military service in the employment, training or promotion of personnel engaged in the performance of the aforesald agreement.
- 6. Blackboard certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has Blackboard made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of Blackboard been so convicted or made such admission of bribery on its behalf and pursuant to the direction or authorization of a responsible official thereof.

Northern Illinois University Addendum to Blackboard Full Maintenance Agreement Terms and Conditions

7. Under penalties of perjury, Blackboard certifies that the federal Taxpayer Identification Number noted below is correct. Blackboard further certifies that it is doing business as a (please check one):

Federal ID	
Individual	Real Estate Agent
Sole Proprietorship	Governmental Entity
Partnership	Tax Exempt Organization
_XX_Corporation	(IRC 501 (a) only)
Not-for-profit Corporation	Trust or Estate
Medical and Health Care Services	
Provider Corporation	

- 8. If Blackboard has 25 or more employees, it certifies that it is familiar with the Drug Free Workplace Act, 30 ILCS 580/1 (1996) et seq., and will provide a drug free workplace in compliance with said act.
- 9. Blackboard certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1979 or the regulations of the United States Department of Commerce promulgated under that act.
- 10. Blackboard certifies that it is not a firm, partnership, association or corporation in which any person who holds elective office in the State of Illinois, who holds a seat in the Illinois General Assembly, who is appointed or employed in any office or agency of Illinois state government or the Capital Development Board or the Illinois Toll Highway Authority, or is the spouse or minor child of any such person is entitled to receive more than 7/4 of the distributable income thereof, or in which any such person, together with his or her spouse or minor children, is entitled to receive more than 15% of the distributable income thereof.
- 11. In all other respects, the Maintenance and Service Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as and of the day and year below written.

Blackboard CampusWide Inc.	Board of Trustees of Northern Illinois University			
Ву:	Ву:(
Kathy H. Lowe Vice President of Sales Title: Commerce and Access Solutions	Executive Vice President Chief of Operati ons			
Date: 6/13/61	Date:			

Northern Illinois University
Addendum to Blackboard
Full Maintenance Agreement Terms and Conditions

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Page 1 of 2

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Provider Corporation

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Northern Illinois University Addendum to Blackboard Full Maintenance Agreement Terms and Conditions

Identification Number noted below is correct. Bis business as a (plea Federal ID	
Individual	Real Estate Agent
Sole Proprietorship	Governmental Entity
Partnership	Tax Exempt Organization
XX_Corporation	(IRC 501 (a) only)
Not-for-profit Corporation	Trust or Estate
Medical and Health Care Services	

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Bla kb	р	Board of Trustees of Northern Illinois University
Вуг		By:
Title: _	Kathy H. Lowe Vice President of Sales Commerce and Access Solutions	Title:
Date: _	6/13/01	Date:



Full Maintenance Agreement Terms and Conditions

1.00 General

- 1.01 Upon commencement of the Maintenance Service Term, Blackboard CampusWide Inc.'s ("Blackboard") obligation to Customer under any prior agreement for the equipment will cease and neither Customer nor Blackboard will have any further obligation to the other in connection with the prior agreement except by payment by Customer of any charges incurred thereunder.
- 1.02 Blackboard reserves the right to terminate this Agreement on thirty (30) days prior written notice in the event that the Customer is in default under any agreement with Blackboard or if customer fails to comply with any of the terms or conditions stated herein, provided that Customer has not cured its default within the thirty (30) day period; otherwise, this Agreement may only be terminated at the end of the Service Term. Payments in dispute, for other than maintenance, are not grounds for contract termination.
- 1.03 BLACKBOARD CAN IN NO WAY BE HELD RESPONSIBLE OR LIABLE FOR ANY LOSSES OR DAMAGES INCURRED TO CUSTOMER CAUSED BY ANY MALFUNCTIONING EQUIPMENT. EVERY REASONABLE ATTEMPT HAS BEEN MADE TO INSURE A RELIABLE OPTIM9000 SYSTEM ("SYSTEM"). IT IS RECOMMENDED THAT CUSTOMER HAVE SOME FALL BACK METHOD OF OPERATION IN THE EVENT OF A SYSTEM CATASTROPHE.
- 1.04 For on-site service or inspection, Customer will provide Blackboard personnel full and free access to ALL System components covered by this Agreement, and a safe place in which to perform such service.
- 1.05 Customer will assist and facilitate with reasonable effort the troubleshooting and repair of all System problems. Customer will make available at no cost to Blackboard any facility personnel required to grant access or assist in the troubleshooting and repair of System problems.
- 1.06 Customer must have a diagnostic dial up modem attached to their applications computer. The modem must be rated at 9600 baud, and it must support V.42 or MNP level 1-5 error correction. Blackboard recommends a Microcom QX/4232 bis. Optim9000 Customers must have installed and running on their applications computer a fully licensed copy of the remote system management communications software. Blackboard provides the modem and communication software to maintenance customers for a nominal yearly fee.
- 1.07 Only the type and quantity of equipment that is specifically listed in the Customer's Maintenance and Service Agreement is covered.

1.10 No-Fault

- 1.11 The resolution of any problems encountered with the System or any of its components that have been deemed by Blackboard to have been the result of Customer misuse or abuse shall be subject to the prevailing hourly repair rates and any related charges then in effect. Any problems encountered with the System or any of its components, or any damage to the System or its components that has been caused by lightning, earthquake, flood, fire or any other uncontrollable disaster or "Act of God" or by acts of public enemy will specifically be excluded from this Agreement and will be repaired or replaced at the prevailing hourly rate and any related charges then in effect.
- 1.12 Any on-site maintenance service provided at Blackboard 's hourly rate will be subject to a minimum time charge of four hours.
- 1.13 The Customer agrees that prior to requesting any on-site remedial maintenance, that Customer will perform the appropriate test and verification analysis on the equipment in accordance with routines, documentation and instructions provided by Blackboard. Customer will inform Blackboard of the results of these tests. Customer will assist in reasonable troubleshooting over the telephone for both the expediency of the repair and to prevent any unnecessary service calls. The Customer, however, will not be asked to perform any tasks that are beyond the scope of the Customer's abilities.
- 1.14 If, in the opinion of Blackboard, a piece of equipment is no longer capable of being maintained in good operating condition for any reason including normal wear and tear, Blackboard will provide to Customer an estimate of Blackboard's refurbishment charges for such equipment in accordance with Blackboard's charges and policies then in effect. Should Customer fail to have Blackboard refurbish the equipment within 60 days of notification, the equipment will no longer be maintained under this Agreement and such estimate will be considered null and void. A credit will be issued for the prorated balance of maintenance charges for the equipment which Blackboard decides to drop from coverage due to inability to repair.

1.20 Coverage Hours

1.21 Blackboard provides 24 hours per day, seven days per week emergency telephone support coverage. The specific COVERAGE HOURS for this Agreement will be 6:00 a.m. to 6:00 p.m. Phoenix, AZ time, five days a week Monday through Friday, excluding any Blackboard holidays. Outside of the COVERAGE HOURS, messages may be left through Blackboard 's answering system or with personnel who are on-call. However, no action is required to commence until the start of the next COVERAGE HOUR. Outside of the COVERAGE HOURS, a reasonable effort will be made to provide service, but all response time definitions will be void and Customer must agree to pay for any extraordinary expense incurred.



Full Maintenance Agreement Terms and Conditions

1.22 All parts, materials and Blackboard labor are covered by this Agreement. This includes both preventive maintenance and remedial maintenance. No additional charges for parts, materials or Blackboard labor are made unless services are required outside the contracted COVERAGE HOURS, or unless the NO-FAULT clause has been violated. When maintenance is needed outside the COVERAGE HOURS, such service is available on a reasonable effort basis at prevailing hourly rates. However, there is still no charge for parts or materials. Shipping charges for any items, from Customer to Blackboard, will always be at the Customer's expense.

1.30 Predictable Costs

- 1.31 Maintenance Unit pricing charged by Blackboard will be as categorized in the Maintenance and Service Agreement. Customer will remit payment to Blackboard within 30 days of date of invoice.
- 1.32 In the event maintenance coverage lapses for more than 30 days or is not subscribed to within 1 year of System installation, the Customer will have to request and pay for an on-site field service inspection as well as an contract start up fee. This will allow Blackboard to inspect and qualify the equipment for the full maintenance coverage. Any repair work that is necessary to get the System to qualify must be completed at the Customer's expense before any maintenance agreement will be issued. All subsequent upgrades or additions to the System that have not been installed by Blackboard will also require a qualification inspection before being covered by an existing or renewed agreement. Blackboard will offer maintenance coverage only on approved items and reserves the right NOT to offer maintenance coverage.

2.00 Category A: Network Processor Equipment

- 2.01 Subject to the definition of COVERAGE HOURS, equipment listed as CATEGORY A will be handled as high priority. This is provided since this equipment is the most critical to System operation.
- 2.02 Once Blackboard acknowledges that a component Is defective, a loaner part will be shipped from Blackboard no later than the next day of the COVERAGE HOURS. Blackboard will use a shipping method that guarantees delivery 24 hours after pickup. A faster means of shipment may be requested at the Customer's expense.
- 2.03 Upon receiving the replacement part, telephone support will be provided in order to get the System back up and running. The Customer will then return to Blackboard the defective component. At Blackboard's discretion, the defective component will either be repaired or replaced. At Blackboard's discretion, the original component may or may not be returned to Customer for exchange. If the original is returned, then the Customer will have five working days to ship the loaner part back to Blackboard.
- 2.04 If the Customer's computer is down, meaning the Network Processor is not running and ALL reader terminals are in an offline mode, and it is determined that the replacement of the defective part cannot be done by Customer, or if it cannot be determined which component is defective, then Blackboard will dispatch an appropriately capable individual to the Customer's site, traveling no later than the next day of COVERAGE HOURS. The travel expenses may or may not be covered by this Agreement, depending on whether or not Customer has subscribed to the Emergency Travel On-Site Coverage.
- 2.05 All services rendered and materials supplied are subject to the conditions defined in the NO-FAULT clause contained in this document. If a site visit reveals a violation of the NO-FAULT clause, a report will be submitted to the Customer explaining the violation.

3.00 Category B: System Application Software

- 3.01 Under the provisions of this Agreement, the Customer is eligible to receive at no additional charge all new Blackboard application software revisions during the term of this Agreement. The Customer may also, at any time during the COVERAGE HOURS, call Blackboard for software related questions and guidance to its use or to report problems. Customers may also at any time contribute to Blackboard 's running "wish list" of System enhancements that Blackboard and Customers would like to see the System be able to do. System enhancement items are processed based on popularity and mutual benefit.
- 3.02 In the event a software defect is discovered that prevents or severely disrupts the normal operation of the System, every reasonable attempt will be made to correct the problem and provide the affected Customers with an update within fifteen business days. Otherwise, reported problems will be logged and corrections will be addressed in the next scheduled release of the software.
- 3.03 General software releases will be available to each Customer and telephone support will be available to install the new software. Blackboard will determine when software releases are to be made available and no attempt is made herein to establish any frequency. As part of the software update service, a summary describing any changes or modifications to the software will be provided. Formal documentation updates will also be provided at no additional charge on a periodic basis. As a requirement of this Agreement, Customers must accept and install any new release of software that is provided by Blackboard and that is classified as a General Release. Blackboard may terminate Customer's Software Maintenance Coverage on thirty (30) days prior written notice for failure to install and use a General Release of software within 90 days of its distribution.



Full Maintenance Agreement Terms and Conditions

4.00 Categories C, D, E and F: Peripheral Equipment

- 4.01 All of these items are peripherals to the System and are supported by way of depot repair. In the event any of this equipment is determined to be defective, it will be requested that the equipment be returned to the factory for repair. The on-site Blackboard spares, where provided (See 4.03), should be used to maintain operations until the equipment is returned from Blackboard.
- 4.02 In the event any of this equipment is determined to be defective and an on-site spare was not provided, Blackboard can provide a loaner from the available loaner pool. The loaner will be available to ship no later than the next day of COVERAGE HOURS. The loaner must be returned to Blackboard within five business days after Customer receives the repaired equipment back.
- 4.03 As part of this Agreement, the Customer may be provided on-site spare equipment. The appropriate type and QUANTITY of on-site spares will be determined by Blackboard, ALL LOANER AND SPARE EQUIPMENT IS AND WILL ALWAYS REMAIN THE PROPERTY OF BLACKBOARD. ALL LOANER AND SPARE EQUIPMENT MUST BE RETURNED TO BLACKBOARD IMMEDIATELY AT THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. Blackboard reserves the right to add to or subtract from the on-site spares. On-site spares are NOT to be put online and used on a regular basis by Customer.

5.00 Communications Wiring

- 5.01 Only COMMUNICATIONS WIRING and connector plates that have been installed by Blackboard or like items that have been provided by Blackboard and inspected and certified by Blackboard will be covered by this Agreement. This Agreement covers such items to the extent that they will be inspected and repaired if necessary while a Blackboard technician Is on Customer's site.
- 5.02 Modular cables that are removable by the Customer are covered by the depot repair provisions of this Agreement and should be returned to the factory for repair or replacement.
- 5.03 If COMMUNICATIONS WIRING or connector plates cause severe problems with the operation of the System to the extent that the Customer desires on-site service assistance by Blackboard, a reasonable effort will be made to make a technician available. The labor and materials for an on-site visit will be covered by this Agreement. However, TRAVEL EXPENSES will be billable and all terms and conditions of the NO-FAULT clause, described in this document, will be strictly enforced. Any repairs on non-qualified wiring will be subject to the prevailing hourly rates and any related charges then in effect.

Maintenance Summary



Northern Illinois University De Kalb, IL 60115-2854



019075A



7/1/01



6/30/02

Coverage	Description	Joint Total
f =	Full Coverage	\$23,931.00
n	Network Coverage	\$1,536.00
t	Time .Materials Coverage	\$0.00
nc	No Coverage	\$0.00

Emergency On-Site Travel

\$0.00

Grand Total:

\$25,467.00

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	2013530	4	month(s)	\$135.00	\$45.00
	2013531	4	month(s)	\$135.00	\$45.00
	2013532	4	month(s)	\$135.00	\$45.00
	2013533	4	month(s)	\$135.00	\$45.00
	2013534	4	month(s)	\$135.00	\$45.00
	2013535	4	month(s)	\$135.00	\$45.00
	2013536	4	month(s)	\$135.00	\$45.00
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Northern Illinois University

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Northern Illinois University
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                                     1012701
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                                     1012712
                                     1012727
                                     1026258
                                     1027228
                                     1027254
                                     1027266
                                     1029802
                                     1029811
                                     1031058
                                     1031063
                                     1031072
                                    1040337
                                     1040338
                                     1040340
                                     1040341
                                     1040342
                                     1040343
                                     1041385
                                     1041386
                                    1041387
                                    1041388
                                    1041389
                                    1041390
                                    1041391
                                    1041392
                                    1041393
                                    1041394
                                    1048968
                                    2001837
                            COM/LDRACK
                                            Line Driver Rack, BB
                                    1010826
                            COM/LDRM4
                                            Rack Mount Line Driver (BB)
                                    1007584
                                    1007586
```

Northern Illinois University

```
Quantity.
                  1007589
                  1007592
                  1010456
                  1010457
                  1010458
                  1010813
                  1010815
                  1011701
                  1011703
                 1011711
                 1011720
                 1011728
                 1011729
                 1011743
                 1029954
                 1029955
                 1029956
                1035657
                 1035664
                 1035665
                 1035666
                 1035669
                 1035680
                 1035681
                 1035690
                 1035695
                 1035696
                 1035698
                 1035699
                 1035702
                 1053102
                 1056639
         COM/LDSA4
                         Stand Alone Line Driver (BB)
                 1007117
                 1007229
                 1007760
                 1007768
                 1010816
                 1010817
```

Northern Illinois University

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Ε

36 LCM2 Laundry Center Multiplexer
2001596
2001597
2001598
2001644
2001645
2001646
2001647
2001648
2001649
2001650
2001651
2001652

Northern Illinois University

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6/13/01

Purchase Order

Northern Illinois University

Procurement Services Rilbert Hall 113B JeKalb, IL 60115 **USA**

815/753-1671

BLACKBOARD INC 2362 W SHANGRI-LA RD PHOENIX, AZ 85029

USA

Purchase Order No. 30204

08/02/2001

PO Date: Revision:

Net 30

Payment Terms:

Freight Terms: Origin, Prepay & Add Shipping

Ship To: Northern Illinois University

Central Receiving 180 W Stadium Dr DeKalb, IL 60115-2854

Page

1

USA

Bill To: Northern Illinois University

> **General Accounting** Gilbert Hall 113B DeKalb, IL 60115-2855

USA

Fax 815/753-2007

LINE **VENDOR** DESCRIPTION QTY **UOM** UNIT **EXTENDED** DUE PRICE PRICE DATE ITEM NO.

BLACKBOARD MAINTENANCE & SERV 1 Agreement #019075A for the period 7/1/01-6/30/02

LOT 1.00 25,467.00

25,467.00 08/02/2001

Total PO Amount

25,467.00

NIU INTERNAL COMMENTS

Requested By: B. Tallman, 753-9429 Entered By: B. Shearon, 753-9443

Origin/Location: Information Technology Services

Delivery Location: AIS/SP 310/B. Tallman

(06/20/01)

Presidential Approval 7/31/01

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Any Shipments without the Purchase Order Number may be rejected. Overshipments will not be accepted unless

Buyer:

Miller, Thomas 3-6107

ocation:

SP 310 1

Administrative Information Ser

O Type:

LSTD

authorized by Buyer prior to shipment.

Reg ID:

366008480

IL Tax Exempt# E9990-9601-04

NIU FEIN: Chart Fields:

41 UA58050 690010

Requestor:

Origin:

Information Technology Svc

PO Reference :

This purchase order is subject to all applicable Illinois and Federal statutes and regulations, including the Illinois Procurement Code and the Higher Education Procurement Rules, and all applicable regulations and procedures of Northern Illinois University. Please contact NIU-Procurement Services for copies if needed.