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Blackboard

BLACKBOARD LICENSE AND SERVICES
SYSTEM-WIDE AGREEMENT
COVER PAGE

The attached documents describe the relationship between Blackboard and the Customer and its Member Institutions identified below. The documents attached to this cover page will consist of the Master Terms, which describe and set forth the general legal terms governing the relationship, and one (1) or more schedules describing and setting forth detail about that relationship, depending upon the particular software and/or services Blackboard will provide to the Customer.
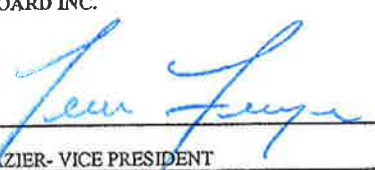
This License and Services System-Wide Agreement includes this cover page, the attached System-Wide Master Terms, pricing summary and all Schedules that are attached to such Master Terms and are either separately executed by the individual Member Institutions or signed by the Customer on behalf of such Member Institutions. This Agreement, including the attached Master Terms, will become effective when this cover page is executed by authorized representatives of both Parties.

CUSTOMER INFORMATION:			
Name/Company:	Idaho State Board of Education on behalf of its Member Institutions	Principal Contact Person:	Ms. Selena Grace
Address: 650 W. State Street P.O. Box 83720 Boise, Idaho 83720 United States		Phone: (208) 332-1592	
		Fax:	(208) 334-2632
		Billing Contact: Title:	Dr. Mike Rush
			Executive Director Idaho State Board of Education
		Address: 650 W. State Street, Suite 307 Boise, ID 83720-0075	
		Email Address:	mike.rush@osbe.idaho.gov
Initial Term of Agreement:	4 years	Phone:	(208) 332-1565
		Fax:	(208) 334-2632

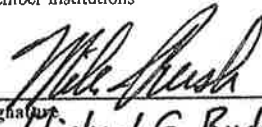IN WITNESS WHEREOF, the parties hereto have executed this cover page as of the date hereof.

BLACKBOARD INC.

Signature
TESS FRAZIER- VICE PRESIDENT
Print Name and Title

Date: 9/5/11

CUSTOMER: Idaho State Board of Education on behalf of its Member Institutions

Signature
Michael G Rush, Executive Director
Print Name and Title

Date: 9-15-2011

Pricing Summary

Products	Product ID	Product Description	Institutions	Per FTE Price	Total FTE	Total
Learn • Course Delivery • Community • Content Collaborate • Web Conferencing • EIM • Voice Mobile • Central • Learn	EL-EE-OP-HSAS-T7 WB-WP-7 WB-WV-7-SAAS	COLLAB WEB CONF COLLAB ENTERPRISE IM COLLAB VOICE AUTH	• Boise State University • University of Idaho • North Idaho College • College of Western Idaho • College of Southern Idaho • Eastern Idaho Technical College • Lewis-Clark State College • Idaho Digital Learning Academy	$9.50	75,000	$712,500
Collaborate • Web Conferencing • EIM • Voice	EL-EE-OP-HSAS-T7 WB-WP-7 WB-WV-7-SAAS	COLLAB WEB CONF COLLAB ENTERPRISE IM COLLAB VOICE AUTH	• Idaho State University	$6.00	11,000	$66,000
Totals:					86,000	$778,500

Blackboard agrees that the fees listed above for the Member Institutions shall be valid for one (1) year after this Agreement is executed. Thereafter, upon the second (2012), third (2013) and fourth (2014) years of this Agreement, such fees above shall increase by 2.5% per year. Fees shall be paid by the respective Member Institution on an annual basis. The license term of this Agreement is for four (4) years, should a member institution join in year 2 (2012), that institution will receive pricing stated in this contract for the remaining term of 3 years, if an institution joins in year 3 (2013), that institution shall receive pricing stated in this contract for the remaining term of 2 years.

Managed Hosting Fees: Managed hosting for this Agreement is a one (1) year term. Idaho Digital Learning Academy and University of Idaho are currently purchasing Managed Hosting under this contract. Others Member Institutions may purchase Managed Hosting in the future under the same schedule, if they choose.

Total Active Users?		0-5,000	5,001-10,000	10,001-15,000	15,001-20,000	20,001-25,000	25,001-30,000
Usable Storage Standard		200 GB	200 GB	300 GB	300 GB	400 GB	400 GB
Bandwidth Standard		5 mbps	5 mbps	8 mbps	8 mbps	10 mbps	15 mbps
		$67,050	$86,175	$104,550	$119,550	$134,550	$146,175

Idaho State Board of Education on behalf of its Member Institutions

Pricing for One-time Services

Services	Product ID	Product Description	Institutions	Per Institution	Total
Collaborate • Implementation Services	CL-IMPL-CUSTOM	Custom Implementation	• Boise State University • University of Idaho • North Idaho College • College of Western Idaho • College of Southern Idaho • Eastern Idaho Technical College • Lewis-Clark State College • Idaho State University • Idaho Digital Learning Academy	$5,556.00	$50,000
	Product ID	Product Description			
Mobile • Set up Fee	MOBILE-SU-HENA	MOBILE CENTRAL SETUP HENA	• Boise State University • University of Idaho • North Idaho College • College of Western Idaho • College of Southern Idaho • Eastern Idaho Technical College • Lewis-Clark State College • Idaho Digital Learning Academy	$7,500	$60,000
Totals:					$110,000

Designated Server Sites of Member Institutions

Designated Server Site (Physical Location of the Software): See Below	Database Version:	Operating System:	Hardware Model:
Name and FTE		Designated Server Site Address	
Boise State University		1910 University Dr. Boise, ID 83725	
College of Southern Idaho		315 Falls Ave. Twin Falls, ID 83301	
College of Western Idaho		2223 Airport Way Boise, ID 83705	
Eastern Idaho Technical College		1600 S. 25th East Idaho Falls, ID 83404	
Lewis-Clark State College		500 8th Ave. Lewiston, ID 83501	
North Idaho College		Indianapolis, IN – Blackboard hosted	
The University of Idaho		Chantilly, VA – Blackboard Hosted	
Idaho Digital Learning Academy		Reston, VA – Blackboard Hosted	
Idaho State University		N/A	
Idaho State Board of Education		N/A	

BLACKBOARD SYSTEM-WIDE MASTER TERMS

Blackboard offers software and services that are useful for a range of educational purposes, from development of course websites to development of an entire online campus, and Blackboard also offers technology that allows institutions to establish and manage accounts for a stored value card system and security access system. Customer wishes to use such Blackboard software, services and other technology to enhance its Member Institutions', as listed in Appendix A, own educational programs, and Blackboard is willing to grant to Customer a license for this purpose in accordance with the terms and conditions contained in this Agreement.

AGREEMENT

In consideration of the following mutual promises 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 and purchase Services and/or Equipment (each as defined below) from Blackboard as set forth in any Schedule (as defined below). The pricing related to the license of software and the purchase of services is outlined in the Pricing Summary and the specific terms related to the license of Software or purchase of Services and/or Equipment are described in the appropriate Software Schedules or Service Schedules which have been separately executed by the Parties, and Exhibits to such Schedules (collectively referred to as "Schedules"). Schedules may be added or deleted from time to time by the agreement of the parties, but Customer acknowledges that it only has rights to use Software or receive Services/Equipment to the extent provided pursuant to one or more applicable Schedules which has been executed and remains in force.

1.2 Order of Precedence. In the event a conflict arises between these Master Terms and the provisions of any Schedule, these Master Terms will govern unless the relevant Schedule expressly provides otherwise. No term or provision set forth in any purchase order or cross-referenced in any purchase order or payment documentation will be construed to amend, add to, or supersede any provision of this Agreement. This means that the terms and conditions of any purchase order or payment documentation will not be binding upon either Party.

1.3 Pricing Model. Customer's Member Institution shall receive the benefit of the pricing outlined on the attached Pricing Summary.

1.4 Authority. Customer agrees that it shall require each Member Institution listed in Appendix A to abide by the terms and conditions of this Agreement and the applicable Schedules as signed by Customer or the Member Institution.

1.5 Ordering Procedure. Blackboard in fulfilling its obligations under the Blackboard System Wide Agreement may issue Schedules to Customer on behalf of its Member Institutions or the Member Institutions themselves. The following describes the procedures to be used for the requesting of Blackboard products and issuing of Blackboard Software Schedules against this Agreement:
Customer's Member institution(s) under the terms of the Blackboard Learning System Wide Agreement may request the purchase of a Blackboard product. The request for purchase shall be made to Andrew Houts at andrew.houts@blackboard.com against this system wide agreement and shall include:

(a)   A purchase order
(b)   Description of the product desired
(c)   Billing contact information
(d)   Technical Contact Information
(e)   Any information relevant and deemed necessary for the purchase of the Blackboard license and/or product.

2. DEFINITIONS

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

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

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

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

2.5 "**Customer**" means the customer identified on the cover page to which these Master Terms are attached and <u>each Member Institution</u>.

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

2.7 "**Designated Server Site**" means the physical location where the Software will be installed, either a location operated by Customer, or hosted by Blackboard.

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

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

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

2.11 "**Master Terms**" means these Blackboard Master Terms.

2.12 "Member Institution" means the list of schools listed in Appendix A who are eligible to participate hereunder.

2.13 "Party" means either Blackboard or Customer.

2.14 "Services" means any services provided by Blackboard to Customer pursuant to any Schedule, including, without limitation, consulting, educational, managed hosting installation and managed hosting, system administration, training or maintenance and support services.

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

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

3. APPLICATION OF SCHEDULES.

3.1 **Provision by Blackboard.** Blackboard agrees to make available and/or provide, as applicable, the Software, Equipment or Services required by any Schedule duly executed, attached and incorporated into this Agreement.

3.2 No Further Obligations. Except as required by any applicable Schedule or as otherwise agreed between the Parties, Customer acknowledges that Blackboard has no obligation under this Agreement to provide Software, Equipment or Services of any nature to Customer.

4. CONFIDENTIALITY

4.1 **Nondisclosure and Nonuse.** Each Party will keep the other Party's Confidential Information confidential. Specifically, each Party receiving Confidential Information agrees not to disclose such Confidential Information except to those directors, officers, employees and agents of such Party (i) whose duties justify their need to know such information and (ii) who have been clearly informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information. Each Party acknowledges that it has all requisite authority under applicable laws to provide the other Party with access to Confidential Information. Each Party receiving Confidential Information further agrees that it will not use such Confidential Information except for the purposes set forth in this Agreement. Each Party receiving Confidential Information shall treat such information as strictly confidential, and shall use the same care to prevent disclosure of such information as such Party uses with respect to its own confidential and proprietary information, provided that in any case it shall not use less than the care a reasonable person would use under similar circumstances.

4.2 **Notice.** The receiving Party will promptly notify the disclosing Party in the event the receiving Party learns of any unauthorized possession, use or disclosure of the Confidential Information and will provide such cooperation as the disclosing Party may reasonably request, at the disclosing Party's expense, in any litigation against any third parties to protect the disclosing Party's rights with respect to the Confidential Information.

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 professional advisers, or to any potential investor or acquirer of a substantial part of such Party's business (whether by merger, sale of assets, sale of stock or otherwise), provided that such third party is bound by a written agreement or legal duty on terms at least as strict as those set out in this Section 4 to keep such terms confidential.

4.4 Exceptions to Confidential Treatment. Notwithstanding the foregoing, the preceding provisions of this Section 4 will not apply to information that: (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Each Party may disclose Confidential Information to the limited extent necessary: (a) to comply with the order of a court of competent jurisdiction or other governmental body having authority over such Party, provided that the Party making the disclosure pursuant to the order will first have given notice to the other Party and made a reasonable effort to obtain a protective order; (b) to comply with applicable law or regulation requiring such disclosure; or (c) to make such court filings as may be required to establish a Party's rights under this Agreement.

4.5 **Contact Information.** Customer hereby authorizes Blackboard to include and use individual Customer contact information (i.e., primary contact, system administrator, billing contact) in contact lists for emails, mailings, and faxes from Blackboard relating to Blackboard-provided products and services, support, product and service matters, newsletters, user groups and events, and to provide contact information to third parties whose products or services Customer has purchased through Blackboard for the purpose of providing those products and services or support or maintenance for the products and services. Customer acknowledges that it has the right to provide such consent, and Blackboard acknowledges that it will not use or distribute the contact information except as explicitly set forth above.

4.6 **Other Rights.** Customer hereby grants to Blackboard the limited right to use Customer's name, logo and/or other marks for the sole purpose of listing Customer as a user of the applicable Software in Blackboard's promotional materials. Blackboard agrees to discontinue such use within fourteen (14) days of Customer's written request.

4.7 **FERPA.** In the event that Customer provides Blackboard access, in the course of providing any services under this Agreement, to non-public end user educational information covered under the Family Education Rights and Privacy Act of 1974 ("FERPA"), Blackboard shall maintain the confidentiality of such information in accordance with the provisions of FERPA.

5. TERM; TERMINATION

5.1 **Term.** This Agreement shall commence as of the Effective Date and shall continue in effect until either: (i) the expiration of the minimum term, as specified on the Cover Sheet, or (ii) the expiration or termination of all Schedules, whichever occurs later.

5.2 **Termination for Breach.** In the event that either Party materially breaches any obligation, representation or warranty under this Agreement, the non-breaching Party may terminate this Agreement in its entirety, or, at the non-breaching Party's option, it may terminate solely the relevant Schedule pursuant to which such breach has occurred, provided in either case that such breach has not been corrected within thirty (30) days after receipt of a written notice of such breach. Without limiting the foregoing, either Party may terminate this Agreement immediately upon written notice to the other Party in the event the other Party materially breaches the provisions of Section 4 or the license usage restrictions in any Software Schedule.

5.3 **Termination for Insolvency.** Without prejudice to any other available remedies, either Party may terminate this Agreement immediately upon written notice if: (i) the other Party becomes insolvent, files for relief under any bankruptcy law, or makes an assignment for the benefit of its creditors generally or has a liquidator or a receiver appointed over a substantial part of its business or assets or commences to be

wound up (other than for the purposes of a solvent amalgamation or reconstruction) or (ii) any other circumstances arise in any jurisdiction which entitle a Court or a creditor to appoint a liquidator, receiver, administrative receiver or administrator or equivalent officer or make a winding up order in relation to such Party.

5.4 **Effect of Termination.** Upon termination of this Agreement, all Schedules shall automatically and immediately terminate, and all licenses granted under this Agreement shall immediately cease. Upon termination, Customer will immediately discontinue all use of materials licensed under this Agreement, and will pay to Blackboard all amounts due and payable hereunder. Each Party: (i) will immediately cease any use of the other Party's Confidential Information; (ii) will delete any of the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; and (iii) will return to the other Party or, at the other Party's option, destroy, all copies of the other Party's Confidential Information then in its possession. Without limiting the foregoing, upon termination of any Schedule (including upon termination of this Agreement in its entirety), the provisions of such Schedule regarding the effect of such Schedule's termination shall also apply.

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 in this Agreement. Without limiting the foregoing, the provisions of Sections 1, 2, 4, 5.4, 5.5, 6, 7, 8 and 9 of these Master Terms shall survive the termination of this Agreement for any reason.

5.6 Appropriation of Funds. The Parties understand and agree that because the SBOE is a governmental entity, this contract shall in no way bind or obligate the Customer or the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature. The Customer reserves the right to terminate the agreement, in whole or in part, if the legislature of the State of Idaho does not appropriate sufficient funds as may be required for the Customer, or if the legislature requires the Customer to return funds to the legislature. The Customer may also terminate this agreement if the executive branch of the State of Idaho mandates any cuts in or holdbacks of funding. Should the Customer decide to terminate this agreement under this provision, such termination shall become effective upon the 30th day following written notice to Blackboard.

6. **FEES; EXPENSES**

6.1 **Fees; Payments.** In consideration for Blackboard's performance under this Agreement, each Member Institution will be required to pay Blackboard all fees required by the Schedules for their individual Member Institution, as applicable, which fees will be due in accordance with the provisions of the relevant Schedules, but in no event later than thirty (30) days after the date of an invoice from Blackboard. Blackboard expressly reserves the right to change the fees payable under any Schedule with respect to any renewal of such Schedule upon expiration of its then-current term. Customer will pay all fees in U.S. dollars. Payments shall be sent to the address indicated on the invoice.

6.2 **Late Fees.** Blackboard may charge interest on any overdue amounts at the lower of: (i) the highest permissible rate or (ii) 18% per annum, charged at 1.5% per month from the date on which such amount fell due until the date of payment, whether before or after judgment.

6.3 **Audit.** For the sole purpose of ensuring compliance with this Agreement, Blackboard shall have the right, at its expense, to audit Customer's use of the Software upon not less than seven (7) days' advance notice. Any such audit

Idaho State Board of Education on behalf of its Member Institutions shall be during Customer's normal business hours and shall not be made more frequently than once every twelve months, provided that if any such audit reveals a material breach of this Agreement, Blackboard may conduct such audits on a quarterly basis until such audits confirm that the relevant breach has been cured. The cost of any such audit shall be borne by Blackboard unless the audit reveals that Customer has underpaid fees due under this Agreement in excess of 5% of the total owed for any calendar year, in which case Customer shall, in addition, reimburse to Blackboard the reasonable costs of conducting the audit.

6.4 **Taxes.** The fees hereunder do not include any sales, use, excise, import or export, value-added or similar tax or interest, or any costs associated with the collection or withholding thereof, or any government permit fees, license fees or customs or similar fees levied on the delivery of any Software or Equipment or the performance of Services by Blackboard to Customer. If applicable, Customer will be responsible for payment of such applicable sales, use, excise, import or export, value-added or similar tax or interest at point of sale. All payments due under this Agreement shall be made without any deduction or withholding, unless such deduction or withholding is required by any applicable law of any relevant governmental revenue authority then in effect. If 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. If Customer is exempt from any such taxes or fees, then such taxes or fees shall not be charged to Customer upon Blackboard's receipt of a copy of Customer's tax exemption certificate or number.

6.5 **Expenses.** Except as provided in these Master Terms or any Schedule, each party will be responsible for its own expenses incurred in rendering performance under this Agreement, including, without limitation, the cost of facilities, work space, computers and computer time, development tools and platforms, utilities management, personnel and supplies. In addition, if Blackboard is required by applicable law, legal process or government action or for a Customer audit to produce information, files, documents or personnel as witnesses with respect to this Agreement or the products or services provided to Customer by Blackboard, Customer shall reimburse Blackboard for any professional time and expenses including reasonable external or internal legal costs incurred to respond to the request, unless Blackboard is a party to the proceeding or the subject of the investigation.

6.6 **Purchase Orders.** Customer agrees that if its internal procedures require that a purchase order be issued as a prerequisite to payment of any amounts due to Blackboard, it will timely issue such purchase order and inform Blackboard of the number and amount thereof. Customer agrees that the absence of a purchase order, other ordering document or administrative procedure may not be raised as a defense to avoid or impair the performance of any of Customer's obligations under this Agreement, including payment of amounts owed to Blackboard.

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

7.1 **Disclaimer of Warranty.** EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THIS AGREEMENT OR IN ANY ATTACHED

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

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

7.3   Liability Not Excluded. Nothing in this Section 7 excludes or limits the liability of Blackboard to the Customer for (a) death or personal injury caused by the negligence of Blackboard, (b) violations of Export Controls, or (c) any other liability which cannot be excluded by law.

7.4   Essential Basis. The Parties acknowledge and agree that the disclaimers, exclusions and limitations of liability set forth in this Section 7 form an essential basis of this Agreement, and that, absent any such disclaimers, exclusions or limitations of liability, the terms of this Agreement, including, without limitation, the economic terms, would be substantially different.

8.   INFRINGEMENT

8.1   Blackboard Infringement Obligations. If any third party brings a claim against Customer alleging that the use of the Blackboard-manufactured Software or Equipment authorized under this Agreement infringes: (1) a U.S. or European patent issued prior to the Effective Date; or (2) a copyright under applicable law of any jurisdiction Customer must promptly notify Blackboard in writing and make no admission in relation to such alleged infringement. In connection with any such claim and provided that Customer has promptly fulfilled all of the foregoing obligations and is not in material breach of the Agreement, Blackboard shall at its own expense and option: (i) indemnify, 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 that 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 legal advisors appointed by Customer at Customer's own expense regarding the progress of such defense.

8.2   Exceptions. Blackboard shall have no liability to Customer under Section 8.1 or otherwise for any claim or action alleging infringement or violation of applicable privacy or publicity laws based upon: (i) any use of the Software or Equipment in a manner other than as specified by Blackboard; (ii) any combination of the Software or Equipment with other products, equipment, devices, software, systems or data not manufactured 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; (iii) the Customer Content, or the use of the Customer Content; or (iv) any modifications or customization of the Software or Equipment by any person other than Blackboard (any of the foregoing, separately and collectively, "Customer Matters").

8.3   Customer Infringement Obligations. Subject to the limits of liability as specified in Idaho Code § 6-901 through § 6-929, known as the Idaho Tort Claims Act, Customer shall, at its own expense, indemnify and, at Blackboard's option, defend Blackboard against any losses, damages or expenses (including, without limitation, reasonable attorneys' fees) arising from any claim, suit or proceeding brought by a third party against 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 (any of the foregoing indemnifiable matters, each a "Blackboard Claim"), provided that Customer will not settle any Blackboard Claim unless such settlement completely and forever releases Blackboard with respect thereto or unless Blackboard provides its prior written consent to such settlement. Blackboard agrees (i) to provide Customer with prompt written notice of any Blackboard Claim and (ii) to provide such assistance as Customer may reasonably request, at Customer's expense, in order to settle or defend any such Blackboard Claim.

8.4   Exclusive Remedy. THE FOREGOING PROVISIONS OF THIS SECTION 8 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF EACH PARTY, AND THE EXCLUSIVE REMEDY OF EACH PARTY WITH RESPECT TO CLAIMS BY ANY THIRD PARTY ALLEGING INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT.

9.   MISCELLANEOUS MATTERS

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 construed (i) to have been modified and limited (or if strictly necessary, deleted) only to the extent required to conform to

the requirements of law and (ii) to give effect to the intent of the Parties (including, without limitation, with respect to the economic effect of the Agreement), and the remainder of this Agreement (or, as the case may be, the application of such provisions to other circumstances) shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

9.2. Conflict Resolution. Except with respect to controversies or claims regarding either Party's Confidential Information or proprietary rights under this Agreement, in the event any controversy or claim arises in connection with any provision of this Agreement, the Parties shall try to settle their differences amicably between themselves by referring the disputed matter to their respective designated representatives for discussion and resolution. Either Party may initiate such informal dispute resolution by sending written notice of the dispute to the other Party, and if such representatives are unable to resolve such dispute within thirty (30) days of initiating such negotiations, either Party may seek the remedies available to such Party under law. Notwithstanding the foregoing, nothing in this Section 9.2 will be construed to limit either Party's rights under Sections 5 and 9.6.

9.3 Governing Law. This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of Idaho 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. The Uniform Computer Information Transactions Act shall not apply to this Agreement.

9.4 Modification and Waiver. No modification, amendment, supplement, or other change to this Agreement, including, without limitation, changes to any Schedule will be effective unless set forth in writing and signed by duly authorized representatives of Blackboard and Customer. No waivers under this Agreement will be effective unless expressly set forth in writing and signed by a duly authorized representative of the Party against whom enforcement thereof is sought. The failure of either Party to insist upon strict performance of any provision of this Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver of such provision or right with respect to subsequent claims (unless expressly so stated in a valid amendment or waiver), and no waiver of any provision or right shall affect the right of the waiving Party to enforce any other provision or right herein.

9.5 Assignment. Neither Party shall be entitled to assign this Agreement or its rights or obligations under this Agreement, whether voluntarily or by operation of law, except with the written consent of the other Party; provided, however, that either Party may assign this Agreement without the consent of the other Party to any entity that is the successor corporation in any merger or consolidation of either Party, or any entity that purchases a majority of the voting securities of either Party, or all or substantially all of the assets of either Party, or of a specific division or group of such Party. This Agreement shall insure to the benefit of and be binding upon the Parties and their respective successors and permitted 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 5, 7 and 8. If any legal action is brought to enforce any obligations hereunder, the prevailing Party shall be entitled to

receive its legal fees, court costs and other collection expenses, in addition to any other relief it may receive.

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 9.7, 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 or authorization of any government authority.

9.9 U.S. Government Users. The following applies to any end user that is a U.S. Government entity: Each of the components that comprise the Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software with only those rights set forth herein. Contractor/manufacturer is Blackboard Inc., 650 Massachusetts Avenue, NW, 1st floor, Washington, DC 2001 All rights not specifically granted in this Agreement are reserved by Blackboard.

9.10 Export Control. Each Party shall comply with all applicable federal export laws, regulations, and embargoes ("Export Controls"), including but not limited to the Export Administration Regulations, as amended, (15 C.F.R. §§730-772) and the International Traffic in Arms Regulations, as amended, (22 C.F.R. §§120-130), and the sanctions and asset control regulations administered and enforced by the U.S Department of Treasury Office of Asset Control, in connection with its performance under the Agreement. The Parties acknowledge that Export Control requirements of one Party may affect the performance of this Agreement by the other Party and that neither Party shall, through its performance of this Agreement, knowingly export or re-export any controlled items, technology, or software in violation of Export Controls.

9.10.1 Blackboard Software and Confidential Information. 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 Export Controls.

9.10.2 Customer Content. Blackboard shall, in order to ensure compliance with Export Controls, store all Customer Content on servers located solely within the Continental United States. Access to Customer Content by Blackboard employees or contractors, including support or managed hosting personnel, shall be limited to individuals for whom access to Customer Content would not constitute an export by Customer in violation of any Export Controls. Blackboard shall prevent any access to Customer Content by individuals located in countries that, under federal Export Controls, are subject to comprehensive embargoes or sanctions on selected categories of items to specific destinations (including, but not limited to, such countries as Cuba, Iran, Libya, North Korea, Sudan and Syria).

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 Employment. Both Parties hereby agree that during the Term, they will not, except with prior written approval of the

other Party, directly or indirectly hire (including hiring as an independent contractor) or attempt to solicit for hire, or encourage to end their relationship with the other Party, any persons who are employed by the other Party.

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

9.14 Headings. Descriptive headings are for convenience of reference only, and shall not control or affect in any way the interpretation or construction of any provision of this Agreement.

END   OF   MASTER   TERMS

LIST OF MEMBER INSTITUTIONS

Appendix A

- Boise State University
- College of Southern Idaho
- College of Western Idaho
- Eastern Idaho Technical College
- Lewis-Clark State College
- North Idaho College
- The University of Idaho
- Idaho State University
- Idaho Digital Learning Academy
- Idaho State Board of Education

*Customer may add additional Member Institutions to Appendix A, if agreed to by both Parties and with notification of at least thirty (30) days.

SOFTWARE SCHEDULE
BLACKBOARD LEARN™ SOFTWARE SCHEDULE

This Blackboard Learn™ Software Schedule ("Schedule") is made as of the last date indicated below, by and between Blackboard and Idaho State Board of Education on behalf of its Member Institutions ("Customer") and is an addendum to the Blackboard License And Services System Wide Agreement between Blackboard and Customer, including the System Wide Master Terms, the applicable Pricing Summary and other Schedules incorporated therein (collectively, the "Agreement"). Capitalized system wide terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the System Wide Master Terms. In consideration of the foregoing premises, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

1.   ADDITIONAL DEFINITIONS
1.1   "Blackboard Learn™ Software" consists of the following packages, each of which is licensed separately:
(a) "Blackboard Learn™ for Course Delivery" consisting of the course delivery module.
(b) "Blackboard Learn™ for Community Engagement" consisting of the course delivery and community engagement   modules.
(c) "Blackboard Learn™ for Academic Content" consisting of the course delivery and content management modules.
(d) "Blackboard Learn™ for Academic Collaboration" consisting of the course delivery, community engagement, and   content management modules.
(e) "Blackboard Learn™ for Outcomes Assessment" consisting of outcomes assessment.
1.2   "Application Pack" means the object code software utility release(s) that are designed to work with the Software that may be, in Blackboard's sole discretion, issued in between Updates, designated by AP#, and/or later incorporated into Updates or Upgrades.
1.3   "Authorized End User"(This pertains to Higher Ed Institutions) means any individual who is a student in a degree- or certificate-granting program of Customer, prospective student, alumni, consortia student registered to take one of Customer's courses, employee, trustee or collaborating researcher, or independent contractor of Customer or a Customer employee (solely to the extent any such employee use the Software for Customer's internal training purposes). Customer's Authorized Users will not exceed Customer's FTE listed on the Pricing Summary.
1.4   "Authorized End User" (This pertains to K-12 Institutions) means any individual who is a student, teacher, parent of student or employee of Customer, (solely to the extent any such employee uses the Software for Customer's internal training purposes). Customer's Authorized Users will not exceed Customer's User Band listed on the Pricing Summary.
1.5   "Corrections" means a change (e.g. fixes, workarounds and other modifications) made by or for Blackboard which corrects Software Errors in the Software, provided in temporary form such as a patch, and later issued in the permanent form of an Update.
1.6   "Designated Server Site" means the physical location where the Software will be installed, as identified in the Pricing Summary.
1.7   "Pricing Summary" means the pricing attributable to the software and services provided pursuant to the Schedule as set forth on the cover page to the Agreement.
1.8   "Software" means, for purposes of this Schedule only, the Blackboard Learn proprietary software, as identified in the Pricing Summary, which contains one or more of the following packages: Blackboard Learn for Course Delivery, Blackboard Learn for Community Engagement, Blackboard Learn for Academic Content, Blackboard Learn for Academic Collaboration, and Blackboard Learn for Outcomes Assessment, including Updates, Upgrades, Corrections, and Application Packs thereto. Each package is licensed separately.
1.9   "Software Error" means a failure of any Software materially and substantially to conform to applicable Documentation, provided that such failure can be reproduced and verified by Blackboard using the most recent version (including all available Corrections, Application Packs, Updates, and Upgrades) of such Software made available to Customer, and further provided that Software Errors do not include any nonconformity to applicable Documentation caused by: (i) Customer's or its end users' negligence; (ii) any modification or alteration to the Software not made by Blackboard; (iii) data that does not conform to Blackboard's specified data format; (iv) operator error; (v) use on any system other than the operating system specified in the Documentation, (v) accident, misuse or any other cause which, in Blackboard's reasonable determination, is not inherent in the Software; or (vi) any use of the Software other than expressly authorized in this Schedule.
1.10   "Supported Interface" means application-based interfaces (API) provided pursuant to the *Blackboard Building Blocks®* program, to the extent the program is available, network protocols, data formats, database schemas, and file formats available for use in the Software as expressly specified in the Documentation
1.11   "Third-Party Software" means the software or content manufactured or created by third parties that has been incorporated by Blackboard into the Software
1.12   "Updates" means the object code versions of the Software that have been developed by Blackboard to correct any Software Error and/or provide additional functionality and that have been commercially released with a version number that differs from that of the prior version in the number to the right of the decimal point (e.g., 2.0 vs. 2.1) and that are not marketed as a separate product or solution, including Application Packs.
1.13   "Upgrades" means 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) and that are not marketed as a separate product or solution.

2.   LICENSE
2.1   Grant of License. Subject to the terms and conditions of this Schedule and the Master Terms, Blackboard grants Customer and each Member Institution, a limited, non-exclusive, non-transferable non-sublicenseable right and license (i) to install and use one (1) production copy and one unsupported Test Copy of the Software for one installation at Member Institutions' Designated Server Site, solely in the form of machine-readable, executable, object code or bytecode, as applicable, and solely in connection with providing access to Customer Content to Customer's Authorized End Users (unless otherwise expressly stated in the special provisions of the Pricing Summary) and to use the Documentation provided, however, that such Test Copy may be used to the extent required for and for the sole purposes of application clustering and/or load balancing, (a) on a group of production servers, with each server acting as a managed node within such group so that, effectively, the application is deployed on a single logical system host comprised of multiple managed node servers or (b) on multiple managed nodes that are configured and deployed on a single physical host that manages the self contained nodes. Customer acknowledges and understands that, in the event it wishes to use the Software for any purposes other than those expressly permitted by the foregoing, including, without limitation, to

provide course materials or other content to any end users who are not Customer's Authorized End Users, Customer will be required to obtain additional license rights from Blackboard pursuant to a separately executed Schedule and payment of additional license fees.

2.2   **General Usage Restrictions.** Customer agrees not to use the Software or Documentation for any purposes beyond the scope of the license granted in Section 2.1 or, if applicable, any special provisions set forth on the Pricing Summary. Without limiting the foregoing, except as expressly contemplated in this Agreement or as otherwise agreed in writing between the Parties, Customer shall not: (i) copy or duplicate the Software or Documentation, provided that, notwithstanding the foregoing, Customer shall be permitted to create one (1) copy of the Software for archival, non-productive purposes provided that Customer reproduces on the copy all copyright notices and any other confidential or proprietary legends that are on or encoded in the Software; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which the Software is compiled or interpreted, and Customer hereby acknowledges that nothing in this Agreement shall be construed to grant Customer any right to obtain or use such source code; (iii) install or use the Software on any computer, network, system or equipment other than the Designated Server Site, except with the prior written consent of Blackboard; (iv) modify the Software or create any derivative product of the Software, except with the prior written consent of Blackboard, provided that the foregoing shall not be construed to prohibit Customer from configuring the Software to the extent permitted by the Software's standard user interface; (v) sublicense, assign, sell, lease or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under the license granted in Section 2.1; or (vi) use the Software or Documentation to provide services to third parties other than Authorized End Users in the nature of a service bureau, time sharing arrangement or as an application service provider, as such terms are ordinarily understood within the software industry or for any other reason. Customer will not obscure, remove or alter any of the trademarks, trade names, logos, patent, trademark, or copyright notices or markings to the Software, nor will Customer add any other notices or markings to the Software or any portion thereof except as permitted by the Software standard user interface. Customer shall not use the Software in violation of Blackboard's obligations to any third party incurred prior to the Effective Date, provided that Blackboard has notified Customer of such obligation. Customer shall not provide access to the Software to anyone other than Authorized End Users without Blackboard's prior written consent; provided, however, that Customer may provide access to *Blackboard Building Blocks®* partners that are subject to a valid Blackboard developer's license agreement for the limited purpose of installing, maintaining and supporting their *Blackboard Building Blocks®* applications. Customer shall ensure that its use of the Software complies with all applicable laws, statutes, regulations or rules promulgated by governing authorities having jurisdiction over the Parties or the Software. Customer warrants that its Authorized End Users will comply with the provisions of this Schedule in all respects, including, without limitation, the restrictions set forth in this Section 2.2. Customer will take appropriate steps to ensure that it and its Authorized End Users do not share access information (including user identification data and passwords) with third parties except as expressly permitted under this Agreement. Under no circumstances shall Customer permit any third party to host the Software.

2.3   **Further Restrictions.** Customer acknowledges that certain Blackboard Software contains an "Auto Report" feature, which feature provides to Blackboard aggregate usage statistics regarding the Software, and Blackboard represents and warrants that the Auto Report feature does not report individually identifiable use information to Blackboard or any third party. Customer will not disable the Auto Report feature of the Software, or undertake any action which has the effect of preventing such feature from operating correctly or the effect of modifying the information reported thereby.

2.4   **Interoperability.** To the extent permitted by the specifications as outlined in the Documentation for the Software at http://behind.blackboard.com, if the Customer wishes to achieve interoperability of the Software with another software program and requires interface specifications or other information in order to do so, the Customer should request that information from Blackboard. Nothing in this Section 2.4 authorizes Customer to use any interfaces except the Supported Interfaces for the Software level. Customer may not use any Supported Interface in a manner that is inconsistent with the Documentation.

2.5   **Third Party Software/Content.** Customer acknowledges that the Software may utilize software and/or content made available to Blackboard by third parties, which shall constitute "Third Party Software." Pursuant to its agreements with these third parties, Blackboard hereby grants to Customer a non-exclusive, non-transferable license to load and/or operate and use the Third Party Software solely in connection with Customer's own instructional activities.

2.6   **Ownership of Software.** Blackboard and its licensors shall be deemed to own and hold all right, title and interest in and to the Software, and Customer acknowledges that it neither owns or acquires any additional rights in and to the Software not expressly granted by this Agreement, and Customer further acknowledges that Blackboard hereby reserves and retains all rights not expressly granted in this Agreement, including, without limitation, the right to use the Software for any purpose in Blackboard's sole discretion.

2.7   **Expansion of Licensed Use.** (This pertains to **Higher Ed** Institutions) Blackboard Software is priced annually based upon Blackboard User Bands. Blackboard User Bands are comprised of the FTE (as defined below) of licensing institution PLUS the number of Users in outside programs. Pricing is based on Customer's FTE. Customer agrees that the FTE provided to Blackboard is correct and accurate to the best of its knowledge. For the Software on this Schedule, Customer's license for the Software on this Schedule shall be expanded in increments as indicated below and Blackboard will assess additional license fees for increases in Customer's FTE as agreed upon by Customer and Blackboard. Blackboard's User Bands are as follows:

BLACKBOARD LEARN™ SOFTWARE:

Blackboard Band
1-2000
2,001 to 4,000
4,001 to 8,000
8,001 to 15,000
15,001 to 25,000
25,001 to 50,000

ADDITIONAL bands of 25,000 will be priced separately

FTE is calculated by dividing the total credit hours at the lower and upper division by fifteen (15), and at the graduate division by twelve (12). For professional schools, full-time equivalents shall be established by dividing the total credit hours in the Law School by 14. For WAMI and IDEP, the FTE will be equal to the head count enrollment for these programs. FTE calculations for the Pharm-D program will be made using the guidelines – 15 credit hours for undergraduate and 12 for graduate.

To the extent that Customer desires non traditional students, including without limitation, faculty, staff, alumni, continuing education students or participants in community outreach or non-degree bearing courses to utilize the Blackboard Software, the total number of such other users shall be communicated to Blackboard to be priced separately when the combined numbers of such other users exceeds ten percent (10%) of the total FTE number reported by Customer.

Blackboard's assessment of additional license fees will be in accordance with Blackboard's then-current pricing.

2.8   Expansion of Licensed Use. (This pertains to K12 Institutions) The Software is priced annually based upon Blackboard User Bands. Blackboard User Bands are calculated on the basis of the total number of "available" users, who are those Authorized End Users whose accounts within the Software are indicated as "available", less the number of parents/guardians that a Customer expressly and in good faith notifies to Blackboard. Customer agrees that the number of available Authorized End Users provided to Blackboard is correct and accurate to the best of its knowledge. For the Software on this Schedule, Customer's license for the Software on this Schedule shall be expanded in increments as indicated below and Blackboard will assess additional license fees for increases in Customer's Authorized End Users. Blackboard's User Bands are as follows:

BLACKBOARD LEARN™ SOFTWARE

Blackboard Band
1-500
501 to 2,000
2,001 to 5,000
5,001 to 10,000

ADDITIONAL bands of 5,000 will be priced separately

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

For the purposes of Asynchronous and Blended learning courses for K12 schools in Idaho One (1) FTE shall be equal to Five (5) available course enrollments. The total available course enrollments in Blackboard Learn shall be calculated and then the total number divided by five (5) three times during the school year. These calculations will occur on November 30th, February 30th, and July 30th with the highest available course enrollments counting towards FTE.

Calculation:

select Count(*)
from users
JOIN course_users
        ON Course_Users.USERS_PK1 = Users.Pk1
JOIN Course_Main
        ON Course_Users.CRSMAIN_PK1 = Course_Main.PK1
where users.AVAILABLE_IND = 'Y' -- Checks to ensure the user is available
AND Course_Main.AVAILABLE_IND = 'Y' -- Checks to ensure the course is available

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

2.9   Ordering Procedure. Once the Agreement has be 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 at 202-318-2619 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)   Technical Contact Information
   (d)   Any information relevant and deemed necessary by Blackboard for the license of the Software.

3.   DELIVERY
Unless otherwise agreed by the Parties, as soon as commercially practicable after the Schedule Effective Date, Blackboard will make available a copy of the Software for downloading from the Internet by Customer for purposes of installation by Customer, and delivery of the Software shall be deemed complete when Blackboard notifies Customer that the Software is available for download. Customer acknowledges that the download site will be made available to Customer for a period not longer than thirty (30) days from the date of such notice, and Customer will have no right to download the Software after this thirty (30)-day period.

4.   FEES
In consideration for the services provided and license(s) granted in this Schedule with respect to the Initial Term (as defined below), Customer (or Member Institution, as applicable) shall pay to Blackboard all fees specified in the Pricing Summary or otherwise required in this Schedule, which fees shall be non-cancelable and non-refundable. With respect to each Renewal Term (as defined below), if any, Customer shall pay to Blackboard the then-current fees for such services and licenses, which amounts shall be due and payable within thirty (30) days of the date of

Blackboard's invoice for such Renewal Term. Except as otherwise required by this paragraph, all amounts payable under this Schedule shall be subject to applicable provisions of the Master Terms.

5. **TERM**

This Schedule shall become effective (i) when executed by authorized representatives of both Parties (the "Schedule Effective Date"); or (ii) the Effective Date of the Agreement, whichever later occurs, and shall continue in effect for a period of four (4) years (the "Initial Term"). Thereafter, the Schedule will be renewable annually with mutual consent of both parties upon the conclusion of the Initial Term and upon each twelve (12) month period following the Schedule Effective Date for successive one (1)-year periods (each, a "Renewal Term.. Upon termination of this Schedule, all licenses granted under this Schedule shall immediately cease, and Customer will: (i) immediately discontinue all use of Software licensed under this Schedule; (ii) pay to Blackboard all amounts due and payable hereunder; (iii) remove the Software from its server and provide to Blackboard proof of the destruction of the original copy and any other copies of the Software; and (iv) return all Documentation and related training materials to Blackboard within a reasonable time at Customer's cost.

6. **LIMITED SOFTWARE WARRANTY**

Blackboard warrants, solely for the benefit of Customer, that any Software licensed under this Schedule which is manufactured by Blackboard will substantially conform to the applicable Documentation for a period of ninety (90) days after the initial Available Date, provided that: (i) Blackboard has received all amounts owed under this Agreement; (ii) Customer is not in material breach of this Agreement; (iii) Customer has installed any Corrections, Upgrades and Updates made available to Customer; and (iv) Customer has notified Blackboard in writing of any failure of the Software to conform to the foregoing warranty within the warranty period. CUSTOMER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES BY BLACKBOARD, AND THAT BLACKBOARD'S SOLE OBLIGATION, AND CUSTOMER'S SOLE REMEDY, WITH RESPECT TO ANY BREACH OF THE FOREGOING WARRANTY, IS REPAIR OR REPLACEMENT (AT BLACKBOARD'S OPTION) OF THE RELEVANT SOFTWARE IN A TIMELY MANNER.

7. **SUPPORT AND MAINTENANCE**

Product Support. Customer is eligible to receive Product Support from Blackboard as described in the Blackboard Client Support Services Guide located on Blackboard's website at http://library.blackboard.com/docs/support/supportsvcguide.pdf, which Blackboard reserves the right to modify, from time to time, effective five (5) days after such modified document is posted at the relevant link, such posting to constitute effective notice of changes.

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

BLACKBOARD	CUSTOMER: Idaho State Board of Education on behalf of its Member Institutions
Signature	Signature
Tess Frazier, Vice President	Michael Rush, Executive Director
Print Name and Title	Print Name and Title
Date: 9/15/11	Date: 9-15-2011

BLACKBOARD LEARN DEVELOPER'S NETWORK SCHEDULE

This Blackboard Developer's Network Schedule ("Schedule") is made as of the last date indicated below, by and between Blackboard and Idaho State Board of Education on behalf of its Member Institutions ("Developer") and is an addendum to the Blackboard License and Services Agreement between Blackboard and Developer, which includes, without limitation, the System Wide Master Terms and other Schedules incorporated therein. Capitalized system wide terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the System Wide Master Terms. In consideration of the foregoing promises, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

1. **Program Description.**

1.1   Blackboard Inc. ("Blackboard") desires to create a community of developers who design software that is interoperable with Blackboard's existing software. In order to do so, Blackboard makes available, subject to the terms of this Agreement, membership in a Blackboard Developers Network (the "Developers Network" or "BbDN"). Members of the BbDN have access to a Software Development Kit (the "SDK"), a package containing APIs and documentation that allow you to write code that interfaces with certain Blackboard software, reference materials and other documentation, support provided via a community discussion forum and a copy of Blackboard Academic Suite™. If you wish to join the Developer's Network and get access to the SDK and other benefits of membership, you must agree to the terms of this Agreement. This program relates to the Blackboard Learn applications only.

2   **Definitions.**

2.1   "Blackboard" means:

(a) for a Developer downloading the Blackboard Software to an address in the United States or Canada, Blackboard Inc., a Delaware corporation with its principal place of business at 650 Massachusetts Avenue, NW, 1ˢᵗ floor, Washington, DC 20001; or (b) for a Developer downloading the Blackboard Software to an address outside the United States or Canada, Blackboard International B.V., a Netherlands company.

2.2   "Blackboard Software" means the Blackboard software, limited to a maximum of 150 users, 100 courses, and 1,000 enrollment records per Member Institution, provided pursuant to this Agreement, and Supported Interfaces (and any Documentation and help files included within such software), as well as any additional materials that Blackboard may, in its sole discretion, provide, such as corrections, updates and Upgrades. Blackboard shall have no obligation to provide such additional materials, and any such additional materials that it does provide shall be deemed to be part of the Blackboard Software under this Agreement.

2.3   "Customers" means those persons, organizations or entities that have licensed from Blackboard one or more components of the Blackboard Software.

2.4   "Derivative Work(s)" shall have the meaning currently ascribed to it under the Copyright Act at 17 U.S.C. § 101 – a work based upon one or more preexisting works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgement, condensation, or any other form in which the preexisting work may be recast, transformed, or adapted. A work consisting of editorial revisions, annotations, elaborations, or other modifications which, as a whole, represent an original work of authorship, is a "derivative work".

2.5   "Developer Software" means: (i) software application programs created by the Developer that are designed to operate in combination with the Blackboard Learn™ software that is provided pursuant to this Agreement; and (ii) all documentation for these software application programs; provided that: (a) the software application programs and documentation are authored or created by Developer or on Developer's behalf and that such software application programs do not contain intellectual property from the Blackboard Software, and (b) the software application programs do not incorporate any part of the Blackboard Software, other than the connectors into the APIs of the Blackboard Software; or (c) such software applications programs and documentation do not otherwise constitute a Derivative Work of the Blackboard Software.

2.6   "Developer's Network Information" means the sample software code developed by Backboard pursuant to the Developer's Network, related Documentation and other proprietary information made available to Developer as a result of this Agreement.

2.8   "Purpose" means the purpose of this Schedule, which is to create a community of developers who design software that is interoperable with Blackboard's existing software.

2.7   "Specifications" means the technical specifications for the Blackboard Software as set forth in the applicable documentation.

2.8   "Supported Interfaces" means application programming interfaces ("API"), network protocols, data formats, database schemas, and file formats used in the Blackboard Software as described in the Documentation.

2.9   "Upgrades" mean the object code versions of the Blackboard 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 has 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   **Obligations**

3.1   General. Developer shall use the Blackboard Software to develop the Developer Software in a manner and for purposes that are consistent with the Purpose of this Schedule.

3.2   Blackboard Obligations.

3.2.1   Blackboard shall provide Developer with: (a) access to the Developer's Network Information; and (b) one (1) copy of the Blackboard Software, pursuant to the licenses in Section 4 below, together with Documentation to assist in developing the Developer Software.

3.2.2   For thirty (30) days after the Effective Date, Blackboard shall provide web-based technical support, for installation purposes only, to two (2) technical contacts at Developer's location who are the only individuals who may contact Blackboard regarding installation support services. Developer may change its technical contacts as long as Blackboard is informed in writing and the list does not exceed two (2) contact personnel. Such support will be available Monday through Friday from 8:00 AM to 8:00 PM EST, except federal holidays. Except with regard to the foregoing, Blackboard will have no obligation to provide: (a) any support regarding the Blackboard Software, (b) any development tools for, or updates to, the Blackboard Software, and (c) any maintenance or training for the Blackboard Software.

3.3   Developer Obligations

3.3.1   Developer agrees and represents that it shall develop the Developer Software in accordance with the Purpose of this Schedule and to enable simple installation and integration of the Developer Software into the Blackboard Software, as installed by a Customer.

3.3.2   Developer shall provide its standard customer support to Customers using and installing the Developer Software. Developer shall be solely responsible for providing all end-user support for any Developer Software.

3.3.3   Prior to permitting a third party to resell or distribute the Developer Software, Developer shall provide Blackboard a right of first refusal to resell or distribute the Developer Software based upon mutually agreeable terms which shall be no worse than the most favorable terms granted to such third party.

3.3.4   Developer shall not disable the Auto Reporting Option of the Blackboard Software.

3.3.5   The Developer may provide consulting services to third parties relating to the Developer Software, but the Developer shall not use the Blackboard Software licensed to the Developer under this Schedule to provide consulting services that are related to the Blackboard Software and not the Developer Software.

4   License

4.1   Developers' Network Information Grant. Solely in connection with the Purpose of this Schedule, Blackboard hereby grants to Developer, and Developer hereby accepts from Blackboard, a limited, nonexclusive, nontransferable right and license to download, review and use up to twenty five (25) copies of the Developer's Network Information on the Internet or Intranet server or servers at Developer's site. Developer may use the Developer's Network Information solely in connection with its own internal development purposes in connection with the Purpose of this Schedule. Developer may copy the Developer's Network Information, or any portion thereof, in whole or in part only for the Purpose of this Schedule.

4.2   Blackboard Software License Grant. Solely in connection with the Purpose of this Schedule and the development of the Developer Software, Blackboard hereby grants to Developer, and Developer hereby accepts from Blackboard, a nontransferable, nonexclusive right and license to use the copy of the Blackboard Software provided to Developer by Blackboard, but only at the address at which Developer provides pursuant to this Schedule (or other locations, provided that Developer notifies Blackboard in writing and Blackboard does not object within ten (10) days of receiving such notice), and solely for the purposes of: (1) creating the Developer Software at the Designated Server Site; and (2) supporting the Developer Software at the Designated Server Site. No right is granted to distribute all or any portion of the Blackboard Software or the Documentation. In the event that Developer desires to receive a license to use the Blackboard Software other than in connection with development or support of the Developer Software, or on operating system other than the one at the Designated Server Site, such license shall be pursuant to a separate license agreement. Developer may only make one (1) backup copy of the Blackboard Software for its own internal purposes, but otherwise may not copy, duplicate or reproduce the Blackboard Software in any manner.

4.3   Third Party Software/Content. Developer acknowledges that the Blackboard Software may utilize software and/or content made available to Blackboard by certain third parties (the "Third Party Software"). Pursuant to its agreements with such third parties, Blackboard hereby grants to Developer a non-exclusive, nontransferable and sublicensable right and license to load and/or operate and use the Third Party Software solely to the extent of the license in Section 4.2.

4.4   Termination of Access to Third Party Software. Blackboard's licensors and suppliers reserve the right, at their discretion, to restrict, suspend or terminate Developer's access to all or any part of the Third Party Software at any time for any reason without prior notice or liability. Blackboard's licensors and suppliers may change, suspend or discontinue all or any aspect of the Third Party Software, including the availability, without prior notice or liability.

4.5   No Other Rights Granted. Apart from the licenses expressly granted in Sections 4.1 and 4.2, no license or other right is granted by Blackboard to Developer under this Schedule. Developer shall have no right or access to the source code of the Blackboard Software. Developer shall appoint no resellers, other developers, or sub-distributors or ASPs of the Blackboard Software, and shall not permit any third party to access the Blackboard Software, including, without limitation, any subcontractors for the purpose of subcontracting the development of the Developer Software

4.6   Nondisclosure and Nonuse. Developer shall (a) disclose Developer's Network Information during the term of this Agreement 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 Developer's Network Information; and (b) use such Developer's Network Information during the term of this Agreement only for the Purpose set forth in this Agreement. Developer shall treat the Developer's Network Information as strictly confidential, and shall use the same care to prevent disclosure of such information as it 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.

4.7   Restrictions. Except as may be expressly permitted during the Term of this Agreement in Section 4.2, Developer shall not: (a) modify, decompile, disassemble, decrypt, extract, or otherwise reverse engineer the Blackboard Software or any part thereof, or grant any other person or entity the right to do so or take any action that would assist any other person or entity in doing so (and Developer will promptly notify Blackboard of any information that any other person or entity is or is attempting to copy, reverse engineer, disassemble, decompile, translate or modify the Blackboard Software); (b) modify, delete, replace, change, prepare derivative works of or otherwise alter any files in the Blackboard Software; (c) loan, rent, lease, give, sublicense, distribute, transfer, publish, disclose, display, or otherwise make available the Blackboard Software, in whole or in part, to any other person or entity except as expressly permitted herein; (d) use the Blackboard Software in connection with the development of any products other than the Developer Software or (e) transmit the Blackboard Software over a network or from one computer to another (other than on a limited basis within Developer's local area network), or upload the Blackboard Software to electronic bulletin boards, web sites, or otherwise distribute them (or any portion), whether electronically, or on tangible media.

5   Marketing

5.1   License for Marks. Contingent upon the requirements set forth in this Section 5, Blackboard grants to the Developer, for the term of this Schedule, a limited, nonexclusive, royalty-free license to use the "Blackboard®" the "Bb" logo, and "Blackboard Building Blocks®", "Blackboard Developer's Network™", "Blackboard Developer's Network Catalog", "BbDN", "Blackboard PowerLinks™", "Blackboard PowerLinks DevNet" trademarks and trade names, each only in order to show that Developer is a member of the Developer's Network and that the Developer Software is compatible with the Blackboard Software (the "Blackboard Licensed Marks"). Developer grants to Blackboard a limited, nonexclusive, royalty-free license to use the following Marks: (1) the Developer's corporate name and/or trade name, (2) the Developer's corporate logo; and (3) the product name of the Developer Software developed under this Schedule; each only in order to identify Developer Software that is compatible with the Blackboard Software (the "Developer Licensed Marks"). Collectively, the Blackboard Licensed Marks and the Developer Licensed Marks shall be referred to as the "Licensed Marks"). Each of these two licenses is contingent on the requirements that each Party: (a) does not create a unitary composite mark involving a Mark of the other Party without the prior written approval of such other Party, (b) displays symbols and notices clearly and sufficiently, indicating the trademark status and ownership of the other Party's Marks in accordance with applicable trademark law and practice; and (c) uses the other Party's Marks in a manner that is consistent with the Purpose of this Schedule. In no event shall Developer use the word "Blackboard" in the name of any of its products or services, including, without

limitation, the use of "[product] for Blackboard". Each Party acknowledges that its utilization of the Licensed Marks under this Schedule will not create in it, nor will it represent that it has any right, title or interest in or to such Licensed Marks other than the licenses expressly granted herein. Blackboard may, but is not obligated to, list the Developer Licensed Marks on web sites and product marketing materials associated with the Developer's Network and the Blackboard Building Blocks and Blackboard PowerLinks Programs. Neither Party will do anything to contest or impair the trademark rights of the other Party and will comply with such Party's standard trademark usage guidelines as such Party may provide from time to time.

5.2   Press Releases. Subject to Section 7.3, any news release, public announcement, marketing materials, advertisement or publicity proposed to be released by either Party concerning the activities of either Party in connection with this Schedule, including the Developer Software, will be subject to the written approval of the other Party prior to release. Any such publicity shall be consistent with the Purpose of this Schedule and will give due credit to the contribution of each Party.

5.3   Marketing Costs. Any costs of promotion and marketing shall be borne solely by the respective Party, and nothing in this Schedule shall be interpreted to require promotion of products or services through marketing media forms which either Party normally charges a fee to provide.

5.4   Marketing Materials. Each Party will submit to the other Party for its prior written approval, which shall not be unreasonably withheld, any marketing materials to be used in connection with performing its obligations or rights under, or related to, this Schedule, including but not limited to business card, website or jewel case design, that incorporates any of the other Party's Marks. Each Party will undertake to respond to any such request for approval within ten (10) business days. Each Party reserves the right to disapprove such marketing materials if it reasonably determines that its Marks are improperly used or if the marketing materials do not accurately represent the business relationship between the Parties or the services or products of the other Party.

5.5   Quality Standards. Each Party agrees that the nature and quality of its products and services supplied in connection with the other Party's Marks shall conform to quality standards communicated in writing by the other Party for use of its Marks. Each Party agrees to supply the other Party, upon request, with a reasonable number of samples of any marketing or other materials publicly disseminated by such Party which utilize the other Party's Marks. Each Party shall comply with all applicable laws, regulations and customs and obtain any required government approvals pertaining to use of the other Party's Marks.

5.6   Infringement Proceedings. Each Party agrees to promptly notify the other Party of any unauthorized use of the other Party's Marks of which it has actual knowledge. Each Party shall have the sole right and discretion to bring proceedings alleging infringement of its Marks or unfair competition related thereto; provided, however, that each Party agrees to provide the other Party, at such other Party's expense, with its reasonable cooperation and assistance with respect to any such infringement proceedings.

6   Ownership and Intellectual Property Rights

6.1   Ownership of Blackboard Intellectual Property. Except as specifically set forth in this Schedule, no title to or ownership of any portion of the Developer's Network Information or Blackboard Software as well as any other products or services manufactured, sold and/or distributed or otherwise made available by Blackboard, or to any proprietary rights related to those products/services, is transferred pursuant to or by virtue of this Schedule and all rights and interest to the foregoing shall remain the sole and exclusive property and proprietary information of Blackboard.

6.2   Ownership Rights in the Developer Software. Developer retains all rights in the Developer Software that it creates pursuant to this Schedule, provided that the Developer Software does not contain or constitute Blackboard intellectual property.

6.3   Ownership Rights in Derivative Works. All Derivative Works of the Blackboard Software shall be owned exclusively by Blackboard. All Derivative Works shall be deemed to be "works made for hire." To the extent that title to the Derivative Works does not, by operation of law, vest in Blackboard or the Derivative Works are not considered "works made for hire," Developer hereby irrevocably assigns all right, title and interest therein to Blackboard. Blackboard, however, shall grant and hereby grants to Developer a nonexclusive, royalty-free, world-wide, license to use any such Derivative Works for the Purpose set forth in this Schedule during the Initial Term and any subsequent Renewal Terms. In the event that Blackboard permits Developer in writing to use non-employees to perform the obligations of Developer under this Schedule, Developer shall take all necessary action to secure on behalf of Blackboard all rights to the Derivative Works from such non-employees.

7   Term

7.1   Initial Term. This Schedule shall become effective (i) when executed by authorized representatives of both Parties (the "Schedule Effective Date"); or (ii) the Effective Date of the Agreement, whichever later occurs, and shall continue in effect for a period of four (4) years (the "Initial Term"). Thereafter, the Schedule will be renewable annually with mutual consent of both parties upon the conclusion of the Initial Term and upon each twelve (12) month period following the Schedule Effective Date for successive one (1)-year periods (each, a "Renewal Term.

7.2   Termination. Either Party may, at its option, terminate this Schedule if a material default by the other Party is not cured or waived within thirty (30) days after receipt of a written notice of the default. Notwithstanding the foregoing, Blackboard may terminate this Schedule immediately by written notice in the event of a breach of Sections 3, 4, 6, 7 and 9 herein. Either Party may terminate this Schedule immediately following written notice to the other Party if the other Party: (a) ceases to do business in the normal course, (b) becomes or is declared insolvent or bankrupt, (c) is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary), other than a reorganization under Chapter 11 of the Bankruptcy Code, which is not dismissed within ninety (90) calendar days, or (d) makes an assignment for the benefit of creditors.

7.3   Rights and Obligations upon Termination. Termination of this Schedule shall not relieve either Party of any obligation or liability accrued hereunder prior to or in connection with such termination, except as expressly provided herein. Upon termination of this Schedule, and to the extent that Developer has received any physical copies of the Blackboard Software, Developer shall deliver to Blackboard all copies of the Blackboard Software for which licenses do not remain in force. Each Party shall also return any Confidential Information as well as any copies of marketing materials of the other Party it has in its possession. In addition, the Parties shall use commercially reasonable efforts to conclude existing projects in a manner that serves the best interests of Blackboard's Customers, at Blackboard's reasonable determination.

8   Fees and Payments

8.1   Fees. Developer or Member Institution (whichever is applicable) shall pay Blackboard the annual license fee (if applicable) on the Effective Date for the first year for use of the Blackboard Software and participation in the Program and pay the then applicable amount charged

by Blackboard, in its sole discretion, on the anniversary of the Effective Date for each subsequent year that the Developer uses the Blackboard Software to develop Developer Software or offers and/or supports the Developer Software for use by Customers.

8.2   Payment. Blackboard or its subcontractor shall submit an invoice to Developer and Developer's payments shall be due and payable to the invoicing Party within thirty (30) days after receipt of the invoice. Customer will pay all fees in U.S. dollars, unless otherwise specified on the applicable Blackboard-issued invoice.

9   **Warranty**

9.1   Blackboard Warranties. Blackboard represents and warrants that: (a) it has authorized the person who has signed this Schedule for Blackboard to execute and deliver this Schedule to Developer on behalf of Blackboard; (b) it and/or its suppliers and licensors possess all rights necessary to grant the rights herein; and (c) it will comply with all applicable local, national and international laws, regulations or other provisions in all material respects in performing its obligations under this Schedule.

9.2   Developer Warranties. Developer represents and warrants: (a) that it has authorized the person who has signed this Schedule for Developer to execute and deliver this Schedule to Blackboard on behalf of Developer, (b) the Developer Software shall be developed in a good and workmanlike manner and in compliance with the requirements and Purpose of this Schedule, and (c) that it will comply with all applicable local, national and international laws, regulations or other provisions in all material respects in performing its obligations under this Schedule.

IN WITNESS WHEREOF, the parties hereto have executed this Schedule as of the date hereof.

BLACKBOARD

Signature

TESS FRAZIER-VICE PRESIDENT
Print Name and Title

Date: 9/15/11

DEVELOPER: Idaho State Board of Education on behalf of its Member Institutions

Signature

Michael Rush, Executive Director
Print Name and Title

Date: 9-15-2011

BLACKBOARD MANAGED HOSTING SCHEDULE

This Blackboard Managed Hosting Schedule ("Managed Hosting Schedule") is made as of the last date indicated below, by and between Blackboard and Idaho State Board of Education on behalf of its Member Institutions ("Customer") and is an addendum to the Blackboard License And Services Agreement between Blackboard and Customer, which includes, without limitation, the System Wide Master Terms and other Schedules incorporated therein. Capitalized system wide terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the System Wide Master Terms. In consideration of the foregoing promises, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

1. ADDITIONAL DEFINITIONS
1.1 "Active User Capacity" means the number of Authorized End Users, at any particular time, permitted to be registered to access one (1) or more educational courses provided through the Hosted Software. As of the Schedule Effective Date (as defined below), the initial Active User Capacity will be equal to the number indicated on Exhibit A.
1.2 "Managed Hosting Services" means the services provided by Blackboard pursuant to this Managed Hosting Schedule. The initial Managed Hosting Services are indicated on Exhibit A to the Blackboard Managed Hosting Schedule.
1.3 "Authorized End User" will have the meaning set forth in the Software Schedule, as defined below.
1.4 "Available Date" means, for purposes of this Managed Hosting Schedule, the date upon which Customer receives notice from Blackboard that the Hosted Software is available for access by Customer's Authorized End Users.
1.5 "Hosted Software" means the Software licensed to Customer pursuant to the Software Schedule for which Blackboard is to provide the Managed Hosting Services.
1.6 "Test Copy Hosted Software" means the Test Copy Software licensed to Customer pursuant to the Software Schedule which Blackboard is hosting. Test Copy Hosted Software is to be used solely for the purposes of testing the Software and is not to be used for production purposes and unless otherwise indicated in Exhibit A of the Managed Hosting Schedule is not covered by Service Level specifications described in Exhibit B.
1.7 "Schedule Effective Date" means the later of: (i) the date on which this Managed Hosting Schedule has been executed by authorized representatives of both Parties; and (ii) the Effective Date of the Agreement.
1.8 "Software Schedule" means the Software Schedule that has been executed by Blackboard and Customer for which Customer seeks to have Blackboard provide Managed Hosting Services, and that is in effect during the term of this Managed Hosting Schedule.
1.9 "Staging Environment" means that hosted additional test copy of the licensed Blackboard Software used for Customer to test new updates/upgrades to the Software. The staging environment may not be used for production purposes.

2. BLACKBOARD RESPONSIBILITES.
2.1 Provision of Access to Hosted Software. As soon as commercially practicable after the Schedule Effective Date, Blackboard will make access to the features and functions of the Hosted Software available to Customer's Authorized End Users. Blackboard will specify to Customer procedures according to which Customer and/or its Authorized End Users may establish and obtain such access.
2.2 Responsibility for Hosting. Blackboard shall install and operate the Hosted Software on computer servers and systems under its direct or indirect control. Blackboard will also install and store the Customer Content for purposes of access by the Hosted Software, provided that nothing in this Managed Hosting Schedule shall be construed to require Blackboard to provide for, or bear any responsibility with respect to, the design, development, operation or maintenance of any Web site owned or operated by Customer, or with respect to any telecommunications or computer network hardware required by Customer to provide access from the Internet to any such Customer Web site. Nothing in this Managed Hosting Schedule shall be construed to grant to Customer a license to access and/or use Blackboard's systems except for purposes of accessing and using the Hosted Software and except pursuant to the procedures and protocols specified by Blackboard pursuant to Section 2.1. Solely to the extent necessary to perform Blackboard's obligations pursuant to this Managed Hosting Schedule, Customer grants to Blackboard a royalty-free, non-exclusive, worldwide license to use, reproduce, transmit, distribute, perform, display, and, to the extent required by the Hosted Software, modify and create derivative works from the Customer Content. As between Customer and Blackboard, Customer retains ownership of the Customer Content. Blackboard shall maintain the confidentiality of all Customer Content that is stored on its servers in accordance with Section 4 of the Master Terms.
2.3 Availability and Operational Specifications. Blackboard will undertake commercially reasonable measures to ensure that, from and after the Available Date and for so long as this Managed Hosting Schedule remains in effect, the Managed Hosting Services provided pursuant to this Managed Hosting Schedule will: (i) be available and accessible as contemplated in this Managed Hosting Schedule twenty-four (24) hours per day, seven (7) days per week within the parameters set forth in Exhibit B; and (ii) conform in all material respects to the technical specifications and performance parameters set forth in Exhibit B. Exhibit B may be modified from time to time, upon notice to Customer. Notwithstanding the foregoing, Blackboard will have no liability under this Section 2.3 to the extent any nonconformity with the standards set forth in Exhibit B arises, in whole or in part, from: (i) any use of the Hosted Software by Customer or any Authorized End User other than in accordance with the terms and conditions set forth in this Agreement; (ii) any failure by Customer or any Authorized End User to comply with any procedures, technical standards and/or protocols specified by Blackboard pursuant to Section 2.1 of this Managed Hosting Schedule; or (iii) any causes beyond the control of Blackboard or which are not reasonably foreseeable to Blackboard, including but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures. It is agreed and acknowledged that the service credits referred to in Exhibit B shall be Customer's sole remedy, and Blackboard's sole obligation, with respect to failures of the Managed Hosting Services to meet the technical specifications and performance parameters set forth in Exhibit B. Blackboard does not warrant or guarantee the Managed Hosting Services except as expressly stated in this Managed Hosting Schedule.
2.4 Data Restoration Policy. Blackboard will back-up and archive Customer Content at a secure location for the retention period(s) specified in Exhibit B. In the event that Customer requests recovery of any lost or damaged Customer Content, Blackboard will exercise reasonable efforts to restore the relevant data from the most recently archived copies (or such earlier copies as requested by Customer), provided that such data is, at the relevant time, still available pursuant to the applicable retention policy and Customer has provided to Blackboard all information necessary to enable Blackboard to perform such services. Blackboard shall perform up to four (4) data restorations at no charge to Customer; thereafter, except with respect to restoration of data that are lost or damaged as a result of Blackboard's error or a failure of the Managed Hosting Services, Customer agrees to pay Blackboard its then-standard applicable rates for such restoration services.
2.5 Data Archiving and Cleanup Policy. Blackboard will undertake commercially reasonable efforts to accommodate Customer's request for data archiving and cleanup. These tasks regularly require expert knowledge of Blackboard application and database structure and

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

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

2.7   **Migration Policy.** In the event Customer requests an Update/Upgrade of the Hosted Software, Blackboard and Customer shall engage in commercially reasonable migration planning. In the event that the migration planning requires an expanded or new hardware environment not covered by the then-current Hosted Software environment (defined here as "Migration"), Customer shall pay a Migration Set Up fee as mutually negotiated. Blackboard will be obligated to perform no more than one successful test migration per a six (6)-month period. If Customer requires more than one Migration test or more than one Migration within a six-month period, it must execute a copy of Blackboard's Professional Services Agreement for the services.

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

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

2.10   **Data Compromise Response**

a.   Immediately upon becoming aware of a Data Compromise, or of circumstances that could have resulted in unauthorized access to or disclosure or use of Customer or End User Data, Blackboard will notify Customer, fully investigate the incident, and cooperate fully with Customer's investigation of and response to the incident. Except as otherwise required by law, Blackboard will not provide notice of the incident directly to the persons whose data were involved, regulatory agencies, or other entities, without prior written permission from Customer.

2.11   **Data Integrity.** Blackboard will take commercially reasonable measures, including regular data integrity audits, to protect Customer and End User Data against deterioration or degradation of data quality and authenticity.

2.12   **Data Privacy**

a.   Blackboard will use Customer Data and End User Data only for the purpose of fulfilling its duties under this Agreement and for Customer's and its End User's sole benefit, and will not share such data with or disclose it to any third party without the prior written consent of Customer or as otherwise required by law. By way of illustration and not of limitation, Blackboard will not use such data for Blackboard's own benefit and, in particular, will not engage in "data mining" of Customer or End User Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by Customer.

b.   All Customer and End User Data will be stored on servers, located solely within the Continental United States.

c   Blackboard will provide access to Customer and End User Data only those Blackboard employees and subcontractors who need to access the data to fulfill Blackboard's obligations under this Agreement. Blackboard will ensure that employees who perform work under this Agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Agreement.

2.13   **Data Retention and Disposal**

a   Blackboard will use commercially reasonable efforts to retain data in an End User's account, including attachments, until the End User deletes them or for an alternative time period mutually agreed by the parties.

b.   Using appropriate and reliable storage media, Blackboard will regularly back up Customer and End User Data and retain such backup copies for a period of thirty (30) days. At the end of that time period and at Customer's election, Blackboard will either securely destroy or transmit to Customer repository the backup copies. Upon Customer's request, Blackboard will supply Customer a certificate indicating the records destroyed, the date destroyed, and the method of destruction used.

c.   Blackboard will immediately place a "hold" on the destruction under its usual records retention policies of records that include Customer and End User Data, in response to a written request from Customer indicating that those records may be relevant to litigation that Customer reasonably anticipates. Oral requests by Customer for a hold on record destruction will be reduced to writing and supplied to Blackboard for its records as soon as reasonably practicable under the circumstances. Customer will promptly coordinate with Blackboard regarding the preservation and disposition of these records. Blackboard shall continue to preserve the records until further notice by Customer.

2.14   **Data Security and Integrity**

a.   All facilities used to store and process Customer and End User data will employ commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Blackboard's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Blackboard warrants that all Customer Data and End User Data will be encrypted in transmission (including via web interface) and storage at no less than 128 bit level encryption.

b. Blackboard will use industry-standard and up-to-date security tools and technologies, such as intrusion detection methods, in providing Services under this Agreement.

c. Blackboard will, at its expense, conduct or have conducted at least annually:

- A vulnerability scan of Blackboard's systems and facilities that are used in any way to deliver services under this Agreement; and

- A formal penetration test of Blackboard's systems and facilities that are used in any way to deliver services under this Agreement.

d. Blackboard may provide Customer, upon request, a summary of the above audits, scans and tests.

2.15   Data Transfer Upon Termination or Expiration

a. Upon termination or expiration of this Agreement, Blackboard will ensure that all Customer and End User Data are transferred to Customer securely, within a reasonable period of time, and without significant interruption in service. Blackboard will ensure that such migration uses facilities and methods that are compatible with the relevant systems of the transferee, and to the extent technologically feasible, that Customer will have reasonable access to Customer and End User Data during the transition.

2.16   Response to Legal Orders, Demands or Requests for Data

a. Except as otherwise expressly prohibited by law, Blackboard will:

- Immediately notify Customer of any subpoenas, warrants, or other legal orders, demands or requests received by Blackboard seeking Customer and/or End User Data;

- Consult with Customer regarding its response;

- Cooperate with Customer's reasonable requests in connection with efforts by Customer to intervene and quash or modify the legal order, demand or request; and

- Upon Customer's request, provide Customer with a copy of Blackboard's response.

b. If Customer receives a subpoena, warrant, or other legal order, demand or request seeking Customer or End User Data maintained by Blackboard, Customer will promptly provide a copy to Blackboard. Blackboard will promptly supply Customer with copies of data required for Customer to respond, and will cooperate with Customer's reasonable requests in connection with Customer's response.

2.17   Service Levels; Interruptions in Service; Suspension and Termination of Service; Changes to Service;

a. From time to time it may be necessary or desirable for either the Customer or Blackboard to propose changes in the Services provided. Such changes shall be made pursuant to the Change Control Procedure. Automatic upgrades to any software used by Blackboard to provide the Services that simply improve the speed, efficiency, reliability, or availability of existing Services and do not alter or add functionality, are not considered "changes to the Services" and such upgrades will be implemented by Blackboard on a schedule no less favorable than provided by Blackboard to any other customer receiving comparable levels of Services.

b. Blackboard will provide Customer with seven (7) days' prior notice of scheduled downtime in the provision of Services for maintenance or upgrades. To the extent possible, Blackboard will schedule downtime during times of ordinarily low use by Customer. In the event of unscheduled and unforeseen downtime for any reason, except as otherwise prohibited by law, Blackboard will promptly notify Customer and cooperate with Customers' reasonable requests for information regarding the downtime (including causes, effect on Services, and estimated duration).

c. Customer may suspend or terminate (or direct Blackboard to suspend or terminate) an End User's access to Services in accordance with Customer's policies. Customer will assume sole responsibility for any claims made by End User regarding Customer's suspension/termination or directive to suspend/terminate such service. Blackboard may suspend access to Services by Customer or an End User immediately in response to an act or omission that reasonably appears to jeopardize the security or integrity of Blackboard's Services or the network(s) or facilities used to provide the Services. Suspension will be to the minimum extent, and of the minimum duration, required to prevent or end the security issue. Blackboard may suspend Customer's access to Services if, after at least thirty (30) days' written notice to Customer and subsequent good faith, commercially reasonable efforts to resolve the matter with Customer to the parties' mutual satisfaction, Customer remains in material breach of this Agreement. The suspension will be lifted immediately once the breach is cured. Blackboard may suspend access to Services by an End User in response to (i) a material breach by End User of any terms of use s/he has agreed to in connection with receiving the Services. Blackboard will notify Customer of any suspension of End User access to Services before suspension or, if notice before is not feasible, as soon as reasonably possible thereafter.

3.   CUSTOMER RESPONSIBILITIES.

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

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

with the exception of those responsibilities expressly assumed by Blackboard in relation to the performance of this agreement, including those responsibilities respecting access to Customer Content by Blackboard employees or contractors, and any associated liability for such responsibilities. Customer agrees that it shall make no claim whatsoever against Blackboard relating to the Customer Content or content of the Internet or respecting any information, product, service or software ordered through or provided via the Internet, and Customer shall indemnify and hold Blackboard harmless from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related, directly or indirectly, to such Customer Content, subject to Section 7.3 of the Master Terms.

4.   FEES

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

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

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

5.   TERM

This Managed Hosting Schedule shall become effective (i) when executed by authorized representatives of both Parties (the "Schedule Effective Date"); or (ii) the Effective Date of the Agreement, whichever later occurs, and shall continue in effect for a period of one (1) year (the "Initial Term"). or otherwise specified in Exhibit A. Thereafter, the Schedule will be renewable annually with mutual consent of both parties upon the conclusion of the Initial Term and upon each twelve (12) month period following the Schedule Effective Date for successive one (1)-year periods (each, a "Renewal Term. Upon termination of this Managed Hosting Schedule, all licenses granted under this Managed Hosting Schedule shall immediately cease and Customer will: (i) immediately discontinue access to and/or use of the Hosted Software under this Managed Hosting Schedule; (ii) pay to Blackboard all amounts due and payable under this Managed Hosting Schedule; and (iii) return all Documentation and related training materials to Blackboard within a reasonable time at Customer's cost.

IN WITNESS WHEREOF, the parties hereto have executed this Schedule as of the date hereof.

BLACKBOARD	CUSTOMER: Idaho State Board of Education on behalf of its Member Institutions
Signature	Signature
TESS FRAZIER-VICE PRESIDENT	Michael Rush, Executive Director
Print Name and Title	Print Name and Title
Date: 9/15/11	Date: 9-15-2011

EXHIBIT A
MANAGED HOSTING SPECIFICATIONS- PER Member Institution

+ **Blackboard Learn™ for Academic Collaboration :**

- Set Up Fee for each solution includes service for each installation of the Software or update/upgrade requiring a revised or new hardware and/or software configuration.
- **University of Idaho-** Initial Term Annual Fee for each solution includes service for up to 15,000 Users (Higher Ed) and 300 GB of storage and 20Mbps of bandwidth measured using the 95th percentile calculation (as defined below) delivered via redundant Internet uplink and Managed Firewall Service.
- **Idaho Digital Learning Academy-** Initial Term Annual Fee for each solution includes service for up to 10,000 Users* (k-12) and 200 GB of storage and 5Mbps of bandwidth measured using the 95th percentile calculation (as defined below) delivered via redundant Internet uplink and Managed Firewall Service.
- Additional storage and bandwidth for each solution are separately charged
- Additional Service Units, which include additional Users*, additional bandwidth, and additional storage are separately charged.

+ **Blackboard Non-Production Test Environment per solution:**

- Test environments are designed to handle twenty (20) or less concurrent users and is not to be used for Production purposes
- Initial Term is a minimum of twelve (12) months and renew automatically for successive 12-month terms (each, a "Renewal Term"), unless either Party provides notice of its desire not to renew more than thirty (30) days prior to the end of the Initial-Term o r then-current Renewal Term.
- Setup Fee includes installation of Test Copy Hosted Software on computer servers and systems in Blackboard's non-production environment.
- Initial Term Fee includes 20 GB of server storage and burstable bandwidth provided through Blackboard's broadband connection, and grants Customer full root access to servers.
- The Non-Production Environment is not designed to fully replicate or clone the production environment in terms of physical infrastructure
- Non-Production Test Environment by its nature DOES NOT meet the Service Level specifications under Exhibit B, and therefore, DOES NOT qualify for Service Level Guarantees.

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

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

Additional Storage and Bandwidth Annual Fees are separately charged

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

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

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

SERVICE LEVEL

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

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

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

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

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

Availability/Service Credit:
The Hosted Software is accessible 24/7, with a 99.7% targeted uptime. 99.7% uptime means that for 99.7% of the time during any calendar month, the Managed Hosting Services shall be available. Unavailability is a condition in which there is unavailability of the Hosted Software due to hardware failure OR sustained latency within the Blackboard hosting facilities where the Hosted Software is inaccessible due to a failure of Blackboard to provide Managed Hosting Services during such period; unavailability does not include packet loss, latency or network unavailability due to scheduled maintenance, or inability of a user to connect with the Managed Hosting Services due to Internet or telecommunications problems outside the control of Blackboard. In order to receive any service credit, Customer must notify Blackboard within seven (7) days from the time Customer becomes eligible to receive a service credit. Failure to comply with this requirement will forfeit Customer's right to receive a service credit. In order to be eligible, Customer must be in compliance with the Agreement including the contracted Active User Capacity and storage quota. The aggregate maximum number of service credits to be issued by Blackboard to Customer for any and all downtime periods and performance problems during any given calendar month shall not exceed one month of service. Service credits are issued as followed and shall be Customer's sole remedy for failure to meet the foregoing service levels:

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

*Each block of 96 hours of aggregate unavailability thereafter shall be credited 15 days of service fees.
*All Service Credit shall be applied to the next period's Managed Hosting fees.

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

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

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

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

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

MONITORING AND PERFORMANCE

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

Specific System Outage Details:
Time of outage
Length of outage
Affected areas
Reason for outage
Customer contact notified (if any)
Remedy to prevent outage reoccurrence (if any)

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

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

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

DATA CENTER SPECIFICATIONS

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

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

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

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

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

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

EXHIBIT B-1
MANAGED HOSTING ENHANCED SLA

Customer is eligible for the enhanced service levels under Blackboard's enhanced service level program. The current terms of the program are described below and are subject to change by written notice to Customer 30 days in advance of any change.

1. The Availability/Service Credit in Exhibit B is automatically adjusted to be calculated against a 99.9% target uptime provided that Customer meets all of the following strict requirements:

   a. Customer has Platinum Level Service (on Blackboard Platinum Package) or Diamond Level Service (which requires having annual subscription to Production Environment, Staging Environment and non-production Test Environment and minimum of 25% Time Complex Hosting Manager services);

   b. The production environment of the Hosted Software is on Blackboard Learn Course Delivery 9.1 or later version and is at maximum only two application pack versions older than the then-current Generally Available version;

   c. Customer's usage is within contracted levels for Active User Capacity and storage;

   d. Any Building Blocks deployed on the production environment of the Hosted Software are compliant with the standard Managed Hosting Building Blocks Policy;

   e. Any integration between the Hosted Software and Customer's student information system (SIS) was completed by Blackboard Consulting and Customer is currently subscribed to Integration and Customization Maintenance (ICM) supporting such SIS integration.

2. Alternatively, the Availability/Service Credit in Exhibit B is automatically adjusted to be calculated against a 99.8% target uptime provided that Customer meets all of the following strict requirements:

   a. Customer has Gold Level Service (subscription to Production Environment hosting other than Basic licenses, Foundations program, SchoolCentral or Prosites hosting services) or Platinum Level Service (on Blackboard Platinum Package) or Diamond Level Service (which requires having subscription to annual Production Environment, Staging Environment and non-production Test Environment and minimum of 25% Time Complex Hosting Manager services);

   b. Hosted Software on production environment is on Learn Course Delivery 9.1. or later version and is at maximum only two application pack versions older than the then-current Generally Available version;

   c. Customer's usage is within contracted levels for Active User Capacity and storage.

3. If the enhanced service levels in Sections 1 or 2 above do not apply, then provided that Customer's usage is within contracted levels for Active User Capacity and storage, 99.7% targeted uptime for any version of the Hosted Software which is then currently supported under Blackboard's support guidelines. 4.   The enhanced service levels in Sections 1 and 2 of this Exhibit B-1 apply only to production environments and do not apply to staging environments.

5.   For Customers that do not have Platinum Level Service (Platinum Package) or Diamond Level Service (which requires having annual subscription to Production Environment, Staging Environment and non-production Test Environment and minimum of 25% Time Complex Hosting Manager services), the Availability/Service Credit does not apply to the 7 calendar day period following then installation of an application pack, update or upgrade on the production environment because of the lack of Blackboard's full control over the upgrade project management.

BLACKBOARD MOBILE SCHEDULE

This Blackboard Mobile Schedule ("Schedule") is made as of the last date indicated below, by and between Blackboard and Idaho State Board of Education on behalf of its Member Institutions ("Customer") and is an addendum to the Blackboard License And Services Agreement between Blackboard and Customer, which includes, without limitation, the System Wide Master Terms and other Schedules incorporated therein including any Order Forms which may be jointly executed by the parties from time to time. Capitalized system wide terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the System Wide Master Terms. In consideration of the foregoing promises, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties agree as follows:

1.   BLACKBOARD MOBILE SERVICE

1.1   Service. In consideration for the applicable fees, Blackboard shall provide the Customer with the use of the selected Blackboard Mobile Service(s) for Customer's institution. Upon execution of this Schedule, Blackboard shall provide Customer's designated representative with access to one or more of the Blackboard Mobile service team members who will be responsible for providing Customer with the support services (the "Support Services") associated with the selected Blackboard Mobile Services.

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

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

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

1.5   Fees. In consideration for the services provided and license(s) granted in this Schedule with respect to the Initial Term, Customer shall pay to Blackboard all fees specified in each applicable Order Form, which fees shall be non-cancelable and non-refundable. With respect to each Renewal Term, if any, Customer shall pay to Blackboard the then-current fees for such services and licenses, which amounts shall be due and payable within thirty (30) days of the date of Blackboard's invoice for such Renewal Term. Except as otherwise required by this paragraph, all amounts payable under this Schedule shall be subject to applicable provisions of the Master Terms.

1.6   Expansion of Licensed Use. (This pertains to Higher Ed Institutions)The Blackboard Mobile Services are priced annually based upon Customer's FTE. Customer represents and warrants that the FTE provided to Blackboard and set forth on any Order Form is correct and accurate to the best of its knowledge and agrees that it will inform Blackboard of any increase in its FTE prior to the beginning of any Renewal Term (as defined below) Blackboard will assess additional fees for increases in Customer's FTE beyond the subscribed level.

Blackboard Band
1-2000
2,001 to 4,000
4,001 to 8,000
8,001 to 15,000
15,001 to 25,000
25,001 to 50,000
ADDITIONAL bands of 25,000 will be priced separately

"FTE" or "Full Time Equivalent" is defined as the number of full-time students plus half of the part-time students.

FTE is calculated by dividing the total credit hours at the lower and upper division by fifteen (15), and at the graduate division by twelve (12). For professional schools, full-time equivalents shall be established by dividing the total credit hours in the Law School by 14. For WAMI and IDEP, the FTE will be equal to the head count enrollment for these programs. FTE calculations for the Pharm-D program will be made using the guidelines – 15 credit hours for undergraduate and 12 for graduate.

1.7   Expansion of Licensed Use. (This pertains to K-12 Institutions)The Blackboard Mobile Services are priced annually based upon Blackboard User Bands. Blackboard User Bands are calculated on the basis of the total number of students in the Customer institution that a

Customer expressly and in good faith notifies to Blackboard. Customer agrees that the number of students provided to Blackboard is correct and accurate to the best of its knowledge. Customer's subscription on this Schedule shall be expanded in increments as indicated below and Blackboard will assess additional license fees for increases in Customer's student count. Blackboard's User Bands are as follows:

Blackboard Band
1-500
501 to 2,000
2,001 to 5,000
5,001 to 10,000
ADDITIONAL bands of 5,000 will be priced separately

For the purposes of Asynchronous and Blended learning courses for K12 schools in Idaho One (1) FTE shall be equal to Five (5) available course enrollments. The total available course enrollments in Blackboard Learn shall be calculated and then the total number divided by five (5) three times during the school year. These calculations will occur on November 30th, February 30th, and July 30th with the highest available course enrollments counting towards FTE.

Calculation:

select Count(*)
from users
JOIN course_users
    ON Course_Users.USERS_PKl = Users.Pkl
JOIN Course_Main
    ON Course_Users.CRSMAIN_PKl = Course_Main.PKl
where users.AVAILABLE_IND = 'Y' -- Checks to ensure the user is available
AND Course_Main AVAILABLE_IND = 'Y' -- Checks to ensure the course is available

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

2.   GENERAL TERMS
2.1   General Usage Terms. Customer agrees not to use the User Software or Central Service for any purposes beyond the scope of the license granted in this Schedule. Without limiting the foregoing, Customer shall not: (i) use the User Software or Central Service to provide commercial services; (ii) develop, utilize or distribute any software application that accesses the Central Service, or allow any third party software application to access the Central Service other than with Blackboard's prior approval; (iii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which the User Software or Central Service is compiled or interpreted, and Customer hereby acknowledges that nothing in this Agreement shall be construed to grant Customer any right to obtain or use such source code; (iv) modify the User Software or Central Service or create any derivative product of the User Software or Central Service, except with the prior written consent of Blackboard; (v) obscure, remove or alter any of the trademarks, trade names, logos, patent, trademark, or copyright notices or markings to the User Software; or (vi) Customer shall not use or distribute the User Software in violation of any obligations relating to any Third Party Software, provided that Blackboard has notified Customer of such obligation. Customer shall be responsible for ensuring that the use of the User Software is in compliance with all applicable laws, statutes, regulations or rules. Customer acknowledges that the Licensed Modules may operate differently on different Licensed Platforms and on different mobile devices within the same Licensed Platforms, and certain Licensed Modules may not be offered on all Licensed Platforms.
2.2   Third Party Software/Content. The Blackboard Mobile Services may contain Third Party Software and Blackboard reserves the right to modify the Blackboard Mobile Services to maintain compliance with the license terms of Third Party Software. Customer acknowledges that in the case of distribution of User Software for certain third party platforms, such as the Apple iPhone platform, Customer's distribution of User Software will be subject to such third party's program terms and conditions and may require such third party's approval. In the event that Customer opts to enroll in any Third Party Programs, Customer shall be responsible for compliance with the terms and conditions of such Third Party Programs. In order to distribute any User Software for the iPhone platform, Customer is required to enroll in the Apple Developer Program or any successor program; such program enrollment is between Customer and Apple directly.
2.3   Certain Rights. Customer shall be deemed to own and hold all right, title and interest to the Customer Data and Customer's logos. Blackboard and its licensors shall be deemed to own and hold all right, title and interest in and to the Blackboard Mobile Services, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the Blackboard Mobile Services not expressly granted by this Agreement, and Customer further acknowledges that Blackboard hereby reserves and retains all rights not expressly granted in this Agreement, including, without limitation, the right to use any component of the Blackboard Mobile Services for any purpose in Blackboard's sole discretion. Blackboard shall have the right to use Customer's icon and screenshots from Customer's Blackboard Mobile Services to demonstrate the technology to other customers and prospective customers and in Blackboard's promotional materials, provided that Blackboard agrees to discontinue such use within fourteen (14) days of Customer's written request. Blackboard shall have a royalty-free, worldwide, perpetual license to use or incorporate into Blackboard's products or services any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or Customer's users. The User Software will be marked "Powered by Blackboard" or similar designation and Customer shall maintain such designation on Customer's webpage that promotes the Service to Customer's users.
2.4   Limited Software Warranty. Blackboard warrants, solely for the benefit of Customer, that any Blackboard Mobile Service licensed under this Schedule which is manufactured by Blackboard will substantially conform to the designated technical documentation for a period of ninety (90) days after the Schedule Effective Date, provided that: (i) Blackboard has received all amounts owed under this Agreement; (ii) Customer is not in material breach of this Agreement; (iii) Customer has provided all required Customer Data feeds and made the system configurations required to interface with the Blackboard Mobile Services; and (iv) Customer has notified Blackboard in writing of any failure of the Blackboard Mobile Services to conform to the foregoing warranty within the warranty period. The foregoing shall not apply to any portion of

the Blackboard Mobile Services offered as a beta version, which shall be deemed to be available on an as-is basis, without warranty of any kind including all implied warranties including any warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law. CUSTOMER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES BY BLACKBOARD, AND THAT BLACKBOARD'S SOLE OBLIGATION, AND CUSTOMER'S SOLE REMEDY, WITH RESPECT TO ANY BREACH OF THE FOREGOING WARRANTY, IS REPAIR OR REPLACEMENT (AT BLACKBOARD'S OPTION) OF THE RELEVANT SOFTWARE IN A TIMELY MANNER.

2.5   **Product Support.** Customer is eligible to receive Product Support from Blackboard as described from time to time in the Blackboard Customer Support Services Guide located on Blackboard's website at **http://library.blackboard.com/docs/support/mobiledu/** or any successor website, which Blackboard reserves the right to modify, from time to time, effective five (5) days after such modified document is posted at the relevant link, such posting to constitute effective notice of changes.

2.6   **Application Development Kit.** Customers that license Blackboard Mobile Central may at its option utilize the Blackboard Mobile Software Development Kit under the terms located on Blackboard's website at **http://library.blackboard.com/docs/support/mobiledu/** or any successor website.

3.   ADDITIONAL DEFINITIONS

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

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

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

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

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

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

3.7   "Blackboard Mobile Service" means each service provided by Blackboard for each Licensed Module consisting of support services in the production, configuration and maintenance of User Software which operates in conjunction with the Central Service.

3.8   "Order Form" means an order form executed by Customer and Blackboard relating to Blackboard Mobile products or services.

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

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

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

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

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

3.14"User Software" means the software containing Licensed Modules, including Updates, Upgrades, and Corrections, provided by Blackboard to Customer for distribution.

BLACKBOARD

Signature
TESS FRAZIER- VICE PRESIDENT
Print Name and Title
Date: 9/15/11

CUSTOMER: Idaho State Board of Education on behalf of its Member Institutions

Signature
Michael Rush Executive Director
PRINT NAME AND TITLE
Date: 9-15-2011

Blackboard Mobile
Order form

X	New order
	Additional/revised order

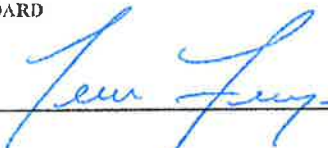| Customer:	Idaho State Board of Education on behalf of its Member Institutions
FTE band:	See Pricing Summary
Initial Term:	4 years as specified in the Pricing Summary
Effective Date:	The last of the dates indicated in the signatures below

Payment schedule for Initial Term:	See Pricing Summary
One-time setup fee:	See Pricing Summary

		Licensed Platforms
Licensed Modules:	Blackboard Mobile Central suite	iPhone iPod touch mobile web browser BlackBerry Android HP webOS (delete if ANGEL or CE Vista)
Licensed Modules:	Blackboard Mobile Learn	iPhone iPod touch BlackBerry Android iPad HP webOS (delete if ANGEL or CE Vista)

Notes:

1.   The terms of the Blackboard Mobile Schedule are incorporated by reference and accompany this Order Form. Capitalized terms used in this Order Form are defined in the Blackboard Mobile Schedule or corresponding Blackboard License and Services Agreement.
2.   Above pricing is based on Customer's concurrent licensing of the Community Engagement module of Blackboard Learn for the duration of the term.

BLACKBOARD

Signature

TESS FRAZIER- VICE PRESIDENT
Print Name and Title

Date: 9/15/11

CUSTOMER: Idaho State Board of Education on behalf of its Member Institutions

Signature

Michael Rush, Executive Director
PRINT NAME AND TITLE

Date: 9-15-2011

BLACKBOARD COLLABORATE™ SCHEDULE

This Software/ASP Schedule ("Schedule") is made as of the last date indicated below, by and between Blackboard Inc. on behalf of its subsidiaries Wimba, Inc. and Elluminate USA, Inc. (collectively, "Blackboard") and Idaho State Board of Education on behalf of its Member Institutions ("Customer") and is an addendum to the Blackboard License And Services Agreement between Blackboard and Customer, which includes, without limitation, the System Wide Master Terms and other Schedules incorporated therein. Capitalized system wide terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the System Wide Master Terms. In consideration of the foregoing promises, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

1.   SOFTWARE/PRODUCT/SERVICE
* Please see Pricing Summary on page 2.

2. GRANT OF LICENSE.
    (a) Grant. Subject to the provisions of this Schedule and the Master Terms, in consideration of payment of the License Fee and all other fees payable by Customer under this Schedule, Blackboard (through its wholly-owned subsidiaries, Wimba, Inc. and Elluminate USA, Inc.) hereby grants Customer for the License Period specified in the License and Services System Wide Agreement Cover Page a non-exclusive, non-transferable, worldwide license, without the right to sublicense, to use the 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 above.

    Customer acknowledge that this license is restricted to use only by Customer's employees in connection with Events unless otherwise set forth above or a subsequent agreement signed in writing by both parties; provided, that the foregoing shall not restrict use of the 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 Service.
    (b)   Restrictions on Customer.
        (i) Customer may not: (x) remove, alter or conceal any Marks on the 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 Service or create derivative works based on the Service, nor may Customer permit any third party to do any of the foregoing.

        (ii) Customer may not use the Service or any part thereof except as specifically provided and permitted by this Schedule and the Master Terms and, without limiting the generality of the foregoing, specifically, Customer 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 Service or any part thereof; (w) rebrand with Marks other than Blackboard's Marks any part of the Service; (x) resell or distribute the Service, or use it on a timeshare or service bureau basis, or use it to operate a website; (y) attach any of Customer's Marks in or to any part of the Service other than in or on Customer's Content files or as otherwise approved in advance by Blackboard; or (z) in any other way use the Service to provide a service directly competitive with Blackboard or seek to gain economic advantage from the Non-permitted Use of the Service.

3. DEFINITIONS.
For the purpose of this Schedule, the following defined terms will mean:
    "End User" means any employee, client, customer, potential customer, contractor or recipient of an Event run by Customer.
    "Event" means a single live broadcast event transmitted over the Service created and/or sponsored in whole or substantial part by Customer or Customer's employees that is branded under Customer's name. The term "Events" shall include both live and archived Events.
    "Service" means the current version of the Software, the Documentation and the associated services.
    "License Period" means the period specified in the License and Services System Wide Agreement Cover Page..
    "Limited Warranty" means the warranty described in Section 8 of this Schedule.
    "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 Blackboard licenses separately.
    "Non-permitted Use" means any use of the Service prohibited by Section 2.
    "Seat" means each End User served by a Stream in the 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 unique End Users of the 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 Blackboard. and made available to Customer during the License Period.

4. PAYMENT.
In consideration for the license granted by Blackboard under this Agreement, Customer (or Member Institution, as applicable) shall pay to Blackboard the fees (the "Fees") set forth above, along with any applicable tax, in accordance with the terms set forth therein. Fees for additional services requested by Customer after the date of this Agreement shall be billed monthly and due 30 days following receipt of invoice. Except as otherwise required by this paragraph, all amounts payable under this Schedule shall be subject to applicable provisions of the Master Terms.

5. TRAINING AND SUPPORT.
Blackboard will provide training and support as set forth above during the hours and at the rates specified above. Unless otherwise specified above, training will be online live training.

6. UPGRADES AND NEW VERSIONS.
Blackboard will make available to Customer for the 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 Blackboard upon issue, any New Versions of the Service. Nothing in this Schedule will obligate Blackboard to maintain the Service in the version covered by this Schedule indefinitely. If during the License Period (i) Blackboard introduces a New Version and (ii) elects not to maintain the version covered by this Schedule, Blackboard will make the New Version available to Customer free

of charge for the balance of the License Period but not any renewals thereof.

7. THIRD PARTY SOFTWARE AND PUBLICITY.

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

(b) Blackboard may name Customer as a Customer of the Service in its marketing materials, and may use Customer's Marks in connection therewith.

8. LIMITED WARRANTY.

Blackboard warrants for Customer's benefit alone that, for the License Period, the Service will perform substantially in accordance with the Documentation, provided that: (i) Blackboard has received all amounts owed under this Schedule; (ii) Customer is not in material breach of this Schedule; (iii) Customer has installed any Corrections, Upgrades and Updates made available to Customer; and (iv) Customer has notified Blackboard in writing of any failure of the Software to conform to the foregoing warranty within the warranty period. All other hardware, software and accompanying materials are provided "AS IS" without warranty of any kind, either express or implied; provided that Blackboard will indemnify Customer in connection with claims with respect to third party software to the extent Blackboard is indemnified under the relevant third party software license agreement for Customer's claim. The complete risk as to quality and performance of any non-warranted hardware or software and accompanying material is on Customer. Blackboard will not be responsible for any defect that results from Customer's Non-permitted Use, abuse or other misconduct or conditions outside the control of Blackboard. Blackboard makes no representations or warranty that the Service or the information or functions contained therein will meet Customer's 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) Customer engage in any Non-permitted Use; (ii) the 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) Customer violate the terms of this Schedule or the Master Terms in any material respect.

9. CONTENT.

Blackboard does not routinely, and has no obligation to, monitor Content used on the Service. However, Blackboard 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, the Master Terms or any other provision of this Schedule or of any on-line terms of service located on the Blackboard website. Such removal may be immediate and without notice.

10. TERM; TERMINATION.

(a) Unless this is a perpetual license, the License Period as specified above 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 Schedule will terminate (i) immediately if Customer violate the provisions of the Master Terms, this Schedule, 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 Blackboard if Customer fail to pay any and all amounts payable hereunder or fail to comply with any other term hereof.

(c) Upon any termination of this Schedule, all Blackboard customer support and other services will immediately terminate and Customer's use of the Service shall immediately terminate (except for Customer's use of the version licensed to Customer under a perpetual license). If Customer have a perpetual license and this Schedule is terminated, Customer may request that Blackboard download, at Customer's expense, the Software and Documentation for the Service covered by this Schedule and Customer's Content to hardware provided by Blackboard at Customer's expense. Blackboard will bill Customer at the rate specified above for Customer Support Hours for the estimated time to be spent by Blackboard personnel to download such Software, Documentation and Content, which amount will be paid by Customer prior to the download and, if there is a difference greater than fifteen minutes more or less Customer will pay, or Blackboard will reimburse, the difference within thirty days after such download. Customer's obligations under the Master Terms and Sections 2, 4, 8, 9, and 10 and to pay any accrued charges shall survive any termination of this Schedule

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

Signed: Signed:

For: Blackboard Inc.   For: Idaho State Board of Education on behalf of its Member Institutions

By: By:

Title: Vice President   Title: Executive Director

Date: 9/15/11   Date: 9-15-2011