



WSU Contract No. 18072

## ANGEL NEW ORDER FORM

This Order Form with the attached ANGEL Terms and Conditions constitute the agreement between Customer and ANGEL Learning, Inc. ("ANGEL") for the license of the Licensed Software to Customer. Capitalized terms used in this Order Form are defined in the ANGEL Terms and Conditions. Please sign and return all pages.

**Customer:** Washington State University  
PO Box 641222  
Pullman, Washington 99164

**Licensed Program:** ANGEL Learning Management Suite (ANGEL LMS and any optional modules listed below)

**Date of Quote:** 13-Mar-09 **Quote Valid Through:** 23-Mar-09

**Prepared By:** Barry J Kundert **Phone:** 317-333-7300 **Fax:** 317-333-7333

**License Term:** a period of 6 months + 3 years commencing on 15-Mar-09 (the "Effective Date")

Invoicing		Installation Information
<b>Company:</b> Washington State University <b>Address:</b> Information Services PO BOX 641222 <b>City, ST, Zip:</b> Pullman, WA 99164. <b>Invoicing Contact:</b> Dawn M Barnard, CPA, MBA Senior Director, Administration and Finance <b>Phone:</b> 509.335.8643 <b>Fax:</b> 509-335-0540 <b>Email:</b> dbarnard@wsu.edu	<b>URL of ANGEL LMS Server(s):</b> <u>ANGEL Hosted</u>	
	<b>ANGEL Primary Administrator Contact:</b> Saleh Elgiadi <b>Phone:</b> (509) 324-7316 <b>Email:</b> elgiadi@wsu.edu	

## ANGEL Learning, Inc.

**Billing Contact Information:**  
6510 Telecom Drive, Suite 400  
Indianapolis, IN 46278  
**Federal Tax ID #** 40 **Phone:** 317-333-7300

**Remittance Address:**  
ANGEL Learning, Inc.  
6510 Telecom Drive, Suite 400  
Indianapolis, IN 46278

Customer and ANGEL Learning have executed this Order Form. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the agreement on behalf of his or her employer.

<b>Washington State University</b>	
Signature 	
Name (printed)	Richard A. Heath
Title (printed)	Sr. Associate Vice President Washington State University
Date	3/13/2009

<b>ANGEL Learning, Inc.</b>	
Signature 	
Candice J. Roberts	Name (printed)
Vice President, Sales	Title (printed)
3/13/2009	Date

Customer PO #

Order Date

**Recommended By:**

Viji Muralidharan

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Qty	Description	Users	License Type	Amount
	ONE TIME IMPLEMENTATION SERVICE FEES			
1	Application Services Guide Package			13,500.00
	LICENSE & HOSTING FEES FOR CONVERSION PERIOD PLUS YEAR ONE - 18 MONTHS (03/15/09 - 09/14/10)			
1	ANGEL LMS software license for Year 1 plus a 6 month ramp up period including upgrades and standard administrative support per licensing terms.	25000	User Account License	100,940.00
1	Extended Enterprise Integration (XEI) software license for Year 1 plus a 6 month ramp up period, including upgrades and standard administrative support per licensing terms			16,540.00
1	Hosting for ANGEL LMS Year 1 plus a six month ramp up period.			131,230.00
	LICENSE & HOSTING FEES FOR YEAR TWO (09/15/10 - 09/14/11)			
1	ANGEL LMS software license for Year 2, including upgrades and standard administrative support per licensing terms.	25000	User Account License	85,600.00
1	Extended Enterprise Integration (XEI) license for Year 2			10,600.00
1	Hosting for ANGEL LMS for Year 2			111,280.00
	LICENSE & HOSTING FEES FOR YEAR THREE (09/15/11 - 09/15/12)			
1	ANGEL LMS software license for Year 3, including upgrades and standard administrative support per licensing terms.	25000	User Account License	90,730.00
1	Extended Enterprise Integration (XEI) license for Year 3			11,240.00
1	Hosting for ANGEL LMS for Year 3			117,950.00
				Total \$689,610.00

## General Notes

1. In the event of any inconsistencies between this Order Form and the ANGEL Terms and Conditions, on the one hand, and any purchase order or other similar document, on the other hand, this Order Form and the ANGEL Terms and Conditions shall control.
2. The License Fee is based on Customer's eligibility for the Not-for-profit Academic Discount. If Customer ceases to be eligible for the Discount, the License Fee will be adjusted and the additional License Fee will be payable as of the date the Customer no longer qualifies for the Discount.
3. Additional Authorized Users may be added in blocks of 250 users per block at any time during the License Term. The additional License Fee for one block of additional Authorized Users is 250 times the per user license rate of the then current annual license. On each anniversary date, a User Account License can be increased to a user license level at the price then currently available.
4. Customer agrees to take the necessary action to permit ANGEL to initiate Application and IT System Services within 30 days of the Effective Date and to schedule education services under this Order Form so that all education will be completed no later than 120 days after the Effective Date.
5. Customer may increase the number of ANGEL Administrators by notice given to ANGEL effective upon payment by Customer of the then-applicable Administrator fees.

## Terms and Conditions Modifications

### 1. Application Hosting Services Termination:

After contract Year One (ending 14-Sep-10), Customer may give notice of the intent to cancel ANGEL AHS and transition to a locally hosted ANGEL deployment model. WSU must notify ANGEL of its intent no later than the anniversary date of the prior year. If exercised, ANGEL will not refund any prepaid hosting service fees. At least 90-Days prior to the transition, the Customer will also be required to purchase a minimum package of IT Implementation Services at the then current rate.

## Application Hosting Services Notes and Assumptions

1. AHS Gold Service at the initial Authorized User level includes 152 GB of disk space, 350 GB transfer bandwidth/month, and 42 GB SQL database. Hosting allocations will increase each year as indicated in the table below. If Customer requests or uses AHS capacity beyond the amount contracted for, Customer will pay for the additional capacity at the current rate for the remaining months of the current term at time of the service increase order or action.

	Disk Space (GB)	SQL Space (GB)	Bandwidth (GB)
Year 1	152.0	42.0	350
Year 2	167.0	46.0	350
Year 3	190.0	52.0	350

## Payment Terms

1. All dollars (\$) are in United States currency.
2. Upon receipt of the signed Order Form and down payment, your authorization key will be shipped promptly.
3. Initial and subsequent payments are due as specified by the payment schedule.
4. Annual License Payments are due on the anniversary date.
5. REMIT TO: ANGEL Learning, Inc., 6510 Telecom Drive, Suite 400, Indianapolis, IN 46278
6. **Sales Tax:** If applicable, a copy of your Sales Tax Direct Pay Certificate or your Tax Exemption Certificate must be returned with this Order Form.

## Payment Schedule

Item	Amount	Invoice Date	Due	Comments
Initial Payment	\$321,185	Contract Effective Date	Net 30	<p><b>One-Time, Implementation Services Fees</b>            Application Services: \$13,500</p> <p>All Fees for Conversion Period (6 months), Plus Yr 1 (18 Months Total)</p> <p>LMS License Fee: \$100,940            XEI License Fee: \$16,540            Gold Hosting Services: \$131,230</p> <p><b>Early Payment of Hosting Fees:</b>            50% of Year 3 AHS Fee: \$58,975</p>
Year 2	\$266,455	16-Aug-10	Net 30	<p><b>Year Two Fees</b></p> <p>LMS License Fee: \$85,600            XEI License Fee: \$10,600            Gold Hosting Services: \$111,280</p> <p><b>Early Payment of Hosting Fees:</b>            50% of Year 3 AHS Fee: \$58,975</p>
Year 3	\$101,970	16-Aug-11	Net 30	<p><b>Year Three Fees</b></p> <p>LMS License Fee: \$90,730            XEI License Fee: \$11,240</p>
<b>Total Cost</b>	<b>\$689,610</b>			

# **ANGEL Software Terms and Conditions**

**Washington State University**

**March 11, 2008**



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## **ANGEL TERMS AND CONDITIONS**

THESE TERMS AND CONDITIONS are incorporated by reference in the Order Form between Customer and ANGEL LEARNING, INC. ("ANGEL"). Certain terms are defined in Article 14.

### **Article 1. LICENSE**

**Section 1.1 Software License.** Subject to payment by Customer of any License Fee which is due, ANGEL grants to Customer a non-exclusive license to use one Production Copy (more than one if expressly provided for in the Order Form) of the Licensed Software (together with any Modified Programs, any Shared Programs and any update or enhancements) for its Authorized Purposes and no other purposes. At no time may the number of user accounts for the Licensed Software exceed the number of Authorized Users. Customer may increase the number of Authorized Users in the manner provided for in the Order Form.

**Section 1.2 Limitations on Use.** Except for Client Components, each Production Copy of the Licensed Software shall only be used with the server domain name(s) specified in the Order Form. The server domain name(s) may be changed as provided in Section 9.3. Each Production Copy of the Licensed Software may only be used on a computer system which is managed directly by Customer or an Authorized Hosting Provider.

**Section 1.3 Development License.** In addition to the license granted to Customer in Section 1.1, ANGEL grants to Customer a non-exclusive license to use one (1) copy of the Licensed Software (together with any Modified Programs, any Shared Programs and any updates or enhancements) for development purposes with the number of user accounts for the development copy set at the same level as the number of Authorized Users. The license granted pursuant to this Section 1.3 shall be used solely for development and testing purposes and shall not be used to process live data except for testing purposes.

**Section 1.4 Modifications.** ANGEL grants Customer the right to integrate the Licensed Software with existing information systems, such as student information systems, human resources information systems, and registrar data. ANGEL grants to Customer the license to create Modified Programs by modifying, adapting, and translating any Open Programs. ANGEL grants to Customer a license to use any Modified Programs for Customer's Authorized Purposes in conjunction with the Licensed Software and for no other purpose and in no other way. ANGEL grants Customer the right to designate a Modified Program as a Shared Program in the manner provided in Section 2.1.

**Section 1.5 Extended User Modules.** Customer is granted a non-exclusive license to use, and permit Authorized Users and Extended Users to use, the Extended User Modules but only for Authorized Purposes. Customer shall not customize Extended Users' access to, or otherwise modify, any Extended User Module in any manner other than as explicitly provided for in the then-current user documentation.

**Section 1.6 Term.** The licenses granted in this Article 1 are for the term specified in Section 7.1.

**Section 1.7 Form of Delivery.** On a mutually agreeable date after the Effective Date, ANGEL shall either make the Licensed Software available to Customer for electronic download from ANGEL's web site or, if ANGEL is providing Hosting Services, take the action required by Section 4.2. The Licensed Software shall be deemed delivered on the business day following the receipt by Customer of notification from ANGEL (which may be by email or other form of notice over the internet) that the Licensed Software is available to Customer.

**Section 1.8 Installation.** Except as provided in Section 4.2, Customer shall be solely responsible for installing the Licensed Software.

**Section 1.9—Warranty of Functionality.** ANGEL warrants to Customer that, for a period of ninety (90) days after ANGEL makes the Licensed Software available for download by Customer or installs it on the Hosting System, as the case may be, the Licensed Software will provide at least the functionality contained in the specified user documentation in its then-current form as posted on the Administrator Portal on ANGEL's website, and will perform without errors which would significantly affect its ability to provide that functionality. This warranty is contingent upon Customer advising the President of ANGEL of any failure of the Licensed Software to perform within ninety (90) days after the Effective Date. The notice to the President of ANGEL shall specifically identify the failure or failures. ANGEL's services in connection with the correction of the errors shall be provided without charge to Customer. ANGEL does not warrant that the operation of the Licensed Software will be uninterrupted or error free or that all program defects will be corrected. Further, ANGEL does not warrant that the Licensed Software will operate on any particular configuration of software, operating system or computer system. Since Modified Programs and Shared Programs are created by Customer or other customers, ANGEL makes no warranty of any sort with regard to the Modified Programs or Shared Programs.

**Section 1.10 Operation with Third Party Programs.** ANGEL specifically disclaims any warranty of any sort that the Licensed Software will interact with third party programs, routines, or systems, even if such interaction is described or contemplated by any documentation provided by ANGEL.

**Section 1.11 No Other Warranties.** The warranties made by ANGEL in Section 1.9 with regard to the Licensed Software are in lieu of all other representations or warranties, express or implied, including without limitation any implied warranties of design, merchantability, or fitness for any specific or general purpose and those arising by statute or by law, or from a course of dealing, or usage of trade, all of which are disclaimed.

## Article 2. SHARED PROGRAMS

**Section 2.1 Designation of Shared Program.** Customer may designate a Modified Program as a Shared Program by notice to ANGEL.

**Section 2.2 Distribution.** ANGEL grants Customer the right to grant a sublicense to use a Shared Program pursuant to Section 2.3 to any person who is an ANGEL Customer so long as neither the ANGEL Customer nor any other person makes any payment of cash or any other consideration to Customer in connection with the grant of the right to use the Shared Program. The ANGEL Customer's rights with respect to a Shared Program shall be limited to those set forth in Section 2.3.

**Section 2.3 License of Shared Program.** An ANGEL Customer may use the Shared Program for the ANGEL Customer's Authorized Purposes in conjunction with the Licensed Software and for no other purpose and in no other way and only for the term of the ANGEL Customer's license of the Licensed Software.

**Section 2.4 Customer Acknowledgment.** Customer hereby acknowledges that the Shared Programs are not maintained or supported by ANGEL and that ANGEL does not warrant the Shared Programs in any respect including with respect to infringement. Customer agrees that any Shared Programs used by Customer may be used solely for Customer's Authorized Purposes in conjunction with the Licensed Software and for no other purpose and in no other way and only for the term specified for which Customer is licensed to use the Licensed Software.

## Article 3. SUPPORT

**Section 3.1 Applicability.** ANGEL will provide support to Customer through the ANGEL Administrator under this Article 3 for the then-current Feature Release or the immediately previous Feature Release of the Licensed Software. ANGEL does not support and is not obligated to support Modified Programs or Shared Programs.

**Section 3.2 Correction of Failures.** If the Licensed Software (including any updated or enhanced versions) does not perform without errors which would significantly affect its ability to provide

the functionality specified in the then-current form of the user documentation, as posted on the Administrator Portal on ANGEL's website, for that Feature Release, ANGEL will correct that failure to conform (a "Failure"). In addition, ANGEL will use commercially reasonable efforts to correct any other errors (i.e. those which do not significantly affect the ability of the Licensed Software to provide that functionality). The procedure by which Customer shall report Failures and ANGEL will prioritize and correct Failures will be specified by ANGEL, from time to time, in its Customer Support Procedures.

**Section 3.3 Updates and Enhancements.** To the extent that ANGEL releases an updated or enhanced version of the Licensed Software during the License Term, ANGEL will make the updated version available at no additional charge for download by Customer or installation by ANGEL pursuant to Section 4.9. Customer shall be licensed to use the updates and enhancements to the extent provided in Article 1. Customer recognizes that Modified Programs or Shared Programs created for prior versions of the Licensed Software may not operate correctly with updates or enhancements and that any errors that occur for that reason are not Failures.

#### Article 4. HOSTING SERVICES

**Section 4.1 Applicability.** The provisions of this Article 4 apply only if the Order Form states that ANGEL will provide hosting services ("Hosting Services"). Unless the Order Form indicates that AHS Gold is being provided, ANGEL will provide AHS Silver.

**Section 4.2 Licensed Software Installation.** ANGEL shall install the Licensed Software on the Hosting System.

**Section 4.3 Access.** In consideration of the payment of the Hosting Fee, ANGEL will provide Customer and its Authorized Users access to the Licensed Software via the Hosting Services and Hosting System. Customer and its Authorized Users may access the Hosting Services and the Hosting System using their Remote Access Equipment.

**Section 4.4 Hours of Operation.** ANGEL will make the Licensed Software available for Customer access through the Web Site. Normal hours of operation are seven (7) days per week, twenty-four (24) hours per day. Customer's access is subject to outages for scheduled maintenance activities and outages attributable to failure of the telecommunications provider to provide an Internet connection. The maintenance windows for Hosting Services are described in the Hosting Description of Services. ANGEL shall notify the ANGEL Administrator via email.

**Section 4.5 Reports.** Reports will be provided for AHS Gold and AHS Silver customers as described in the Hosting Description of Services.

**Section 4.6 Services Level Agreement for AHS Gold.** This Section applies only if Customer has elected AHS Gold and provides the sole and exclusive remedy of Customer for any failures to provide the Hosting Services to Customer and its Authorized Users. ANGEL does not provide any service level agreement for AHS Silver customers. If ANGEL is not able to meet the Service Level Objective set forth below and Customer has elected to receive AHS Gold, the failure shall constitute a violation of the service level objective. The consequences that flow from various levels of Hosting Availability are set forth below:

Hosting Availability in Calendar Month	Consequences
HA < 99.9%	Incident report and correction plan but no adjustments
HA ≥ 99.7%	Total credit by ANGEL to Customer of 10% of the Monthly Amount against the next payment of the Hosting Fee*
HA < 99.7%	Total credit by ANGEL to Customer of 15% of the Monthly Amount against the next payment of the Hosting Fee*
HA ≥ 99.6%	Total credit by ANGEL to Customer of 20% of the Monthly Amount against the next payment of Hosting Fee*
HA < 99.6%	
HA ≥ 99.4%	
HA < 99.4%	
HA ≥ 99.2%	

Hosting Availability in Calendar Month	Consequences
HA < 99.2%	Total credit by ANGEL to Customer of 25% of the Monthly Amount against the next payment of the Hosting Fee*
HA ≥ 99.0%	
HA < 99.0%	Total credit by ANGEL to Customer of 30% of the Monthly Amount against the next payment of the Hosting Fee*
HA ≥ 90%	
HA < 90%	Total credit by ANGEL to Customer of 50% of the Monthly Amount against the next payment of the Hosting Fee*

\*In addition to incident report and correction plan.

For these purposes, the "Monthly Amount" is the prorated amount of the Hosting Fee paid by the Customer, typically one-twelfth (1/12) of the annual Hosting Fee. The payment shall be made or the credit provided as of the first day of the next invoice period.

**Section 4.7 Early Termination of Hosting Services.** This Section is applicable only if Customer has elected AHS Gold. In addition to the credits provided for in Section 4.6, in the event Hosting Availability is below 98% in any three (3) consecutive calendar months or below 98% in any four (4) of twelve (12) consecutive calendar months, Customer may terminate Hosting Services at a date specified by Customer by written notice of termination given to ANGEL at any time prior to the end of the calendar month immediately following the third or fourth month, as the case may be, or within thirty (30) days after receipt of the monitoring reports described in the Hosting Description of Services, whichever is later, ANGEL shall return to Customer the prorated consideration representing Customer's payment of the Hosting Fees for the days remaining in the then current Term computed from the effective date of termination.

**Section 4.8 First Line of Support.** Customer shall provide a first line of support to its Authorized Users with respect to the Hosting Services. Customer shall use reasonable efforts to resolve any issues concerning the Hosting Services by its personnel before the ANGEL Administrator requests support from ANGEL.

**Section 4.9 Maintenance and Updates.** ANGEL or its third party designee shall provide maintenance for the Hosting System, including updates and patches and shall install any updates or enhancements for the Licensed Software that are released by ANGEL to its customers. ANGEL will notify Customer when the updated version will be available and will install the updated version at a time reasonably convenient to Customer.

**Section 4.10 Failure.** In the event of a Hosting Failure, ANGEL shall use reasonable efforts to correct the Hosting Failure.

**Section 4.11 Disaster Recovery Plan.** ANGEL has a disaster recovery plan, a summary of which is available at the ANGEL Documentation URL. The recovery periods for AHS Gold and for AHS Silver are specified in the Hosting Description of Services.

**Section 4.12 Improvements.** In order to maintain the quality of the Hosting Services provided by ANGEL hereunder, ANGEL reserves the right to change the rules of operation and other facilities and procedures relating to access and use of its Hosting Services. ANGEL will provide Customer with ten (10) days notice prior to any planned improvements that may materially affect the Hosting Services, and, if the change would materially and adversely affect Customer, Customer may terminate the Hosting Services if Customer objects by notice given to ANGEL during that ten (10) day period and upon termination ANGEL will refund to Customer any portion of the Hosting Fee for the portion of the Term after the date of termination.

**Section 4.13 Passwords and Security.** Customer will control the issuance of passwords and user IDs for the use of the Licensed Software by Customer's Authorized Users. Customer shall be responsible for the confidentiality of all those passwords. Customer shall institute a policy whereby all Authorized Users exit their accounts at the end of a working session. Customer acknowledges that it will be responsible for all liabilities incurred through use of any password assigned to Customer, and that any transactions under Customer's password will be deemed to have been performed by Customer.

**Section 4.14 AHS Customization Tool Access.** If Customer has elected AHS Gold, then as part of the Hosting Services, ANGEL will make available for use by Customer the tools which are part of the Licensed Software that support customization of the Open Programs. Customer's access is conditioned on Customer avoiding any practices that might threaten server stability, security or performance and, in the event ANGEL observes any such practices, ANGEL reserves the right to terminate Customer's access to the customization tools, and remove customizations that threaten stability, performance or security. ANGEL shall have no responsibility for any Failure resulting from, or contributed to, by any Open Programs customized by Customer. If Customer requests ANGEL to perform any customization of the Open Programs, the customization work done by ANGEL will be billable consulting services performed in accordance with Article 6.

**Section 4.15 Customization for AHS Silver.** If Customer has not elected AHS Gold, any customization of the Open Programs must be performed by ANGEL as billable consulting services performed in accordance with Article 5.

**Section 4.16 Changes to Open Programs.** Customer understands that any changes made to the Open Programs (whether made by Customer or ANGEL) will not be retained by any updates or enhancements to the Licensed Software and that Customer will be required to re-apply those changes to any Open Programs which have been updated or enhanced.

**Section 4.17 Other Components.** Customer is not authorized to install any components that are not part of the Licensed Software on the Hosting System.

**Section 4.18 Customer Data.** Customer is responsible for the accuracy of all data input into the Licensed Software by Customer or its Authorized Users.

**Section 4.19 Ownership of Data.** Customer or the Authorized User, as applicable, shall maintain ownership of any Customer Data provided to ANGEL or input to the Licensed Software pursuant to this Agreement. ANGEL shall not supplement, modify or alter any Customer Data except as directed or requested by Customer (other than technical modifications necessary to upload/format the Customer Data to the Web Site).

**Section 4.20 Back-up Procedures.** ANGEL's back-up procedures are described at the ANGEL Documentation URL. ANGEL reserves the right to change its back-up procedures by posting the new procedures at the ANGEL Documentation URL. The Hosting Description of Services describes the back-up features for AHS Gold and AHS Silver customers.

**Section 4.21 Duty of Care.** ANGEL shall exercise due care to maintain the physical condition of all materials, programs and data which belong to Customer but which are in ANGEL's possession. ANGEL shall not be liable for damage, loss of data, delays and errors occurring except by reason of its willful or reckless acts.

**Section 4.22 Wrap-Up Period.** Unless this Agreement has been terminated by ANGEL pursuant to Customer's breach, and so long as Customer is not in material breach of this Agreement, the licenses granted to Customer shall continue and ANGEL shall continue to provide the Hosting Services, but such license and Hosting Services are limited solely for the purposes of transmitting any data of persons who were Authorized Users on the date of termination. These limited Hosting Services may be obtained solely for a period of up to thirty (30) days after the effective termination of this Agreement (the "Wrap-Up Period"). During the Wrap-Up Period, Customer may not permit any new Authorized Users. At the conclusion of the Wrap-Up Period, Customer shall immediately terminate all access to the Hosting Services, and ANGEL may disable all accounts and passwords for access to the Hosting Services.

**Section 4.23 Post-Termination Data Retrieval.** During the period beginning either on the termination date of this Agreement or the termination of the Wrap-Up Period (whichever is later), and ending thirty (30) days thereafter (the "Data Retrieval Period"), and irrespective of any dispute between ANGEL and Customer, including disputes over payment for services or support under this Agreement, or the reason or cause for termination, ANGEL shall comply with any request for delivery of Customer Data. ANGEL shall have no obligation to maintain or store any Customer Data after the Data Retrieval Period has expired, and ANGEL may, at its option (but at all times subject to the obligations of confidentiality set

forth herein), destroy any Customer Data held by ANGEL after the termination of the Data Retrieval Period.

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**Section 4.24 Limitation of Liability.** ANGEL's total liability, if any, with respect to the subject matter of the Hosting Services (including, but not limited to, liability arising out of contract, tort, strict liability, breach of warranty or otherwise), is limited to the fees paid by Customer for the Hosting Services in the three (3) months prior to the act that gave rise to the liability; *provided, however*, that such limitation does not apply to damages to Customer directly caused by willful or malicious misconduct by ANGEL or its employees or by any claims brought against Customer based upon a violation of third party rights by the Licensed Software. ANGEL WILL NOT BE LIABLE IN ANY EVENT FOR LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR REVENUE, OR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THE COST OF ANY SUBSTITUTE SERVICE), WHETHER OR NOT FORESEEABLE AND EVEN IF ANGEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION SHALL APPLY TO ANY ACTION OR ARBITRATION HEREUNDER.

**Section 4.25 Warranties.** EXCEPT AS MAY BE OTHERWISE SPECIFICALLY SET FORTH IN THIS ARTICLE 4, ANGEL MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE HOSTING SERVICES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Section 4.26 Performance.** ALTHOUGH ANGEL WILL TAKE REASONABLE STEPS TO PROVIDE ERROR-FREE AND CONTINUOUS HOSTING SERVICES, ANGEL DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AS A RESULT, THE HOSTING SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

## Article 5. PROVISION OF CONSULTING AND EDUCATION SERVICES

**Section 5.1 Applicability.** The provisions of this Article 5 apply only if one (1) or more ANGEL Consulting and Education Service Packages are designated on the Order Form or on a subsequent Service Order (a "Service Order") executed by Customer and ANGEL.

**Section 5.2 Fees and Expenses.** ANGEL shall perform certain Consulting and Education Services for Customer, as designated on the Order Form or Service Order, on a time and materials basis at ANGEL's standard billing rates or on a fixed fee basis, as set forth on the applicable Order Form or Service Order. Customer shall also reimburse ANGEL for all reasonable and documented travel expenses for Customer-requested or approved travel by ANGEL employees and consultants (including mileage, airfare, hotel, and food, all subject to state of Washington per diem rates). ANGEL shall itemize all travel expenses to Customer on its invoices to Customer.

**Section 5.3 Billing and Invoices.** Unless Customer has chosen the prepay option for Consulting and Education Services, ANGEL shall provide Customer with monthly invoices for Consulting and Education Services rendered during each month and any travel expenses to be reimbursed to ANGEL by Customer. If Customer has chosen to prepay ANGEL for the Consulting and Education Services, ANGEL shall provide Customer with a monthly statement detailing the hours spent by ANGEL personnel performing Consulting and Education Services during each month and an invoice for any travel expenses to be reimbursed to ANGEL by Customer.

**Section 5.4 License of Technology.** Customer is granted a non-exclusive, non-transferable, worldwide, perpetual license to use for Customer's internal purposes any materials provided or made available to Customer as a result of the Consulting and Education Services. Customer is not authorized to reproduce any training materials without ANGEL's prior consent. This license shall be subject to any limitations contained in the applicable Order Form or Service Order (e.g., Customer shall only be entitled to use the number of seats paid for by Customer for courses).

## Article 6. PAYMENT

**Section 6.1 Fees.** In consideration for the licenses granted and the services provided, or to be provided, Customer shall pay ANGEL the fees in the amount and manner provided in the Order Form or any future Service Order.

**Section 6.2 Certain Taxes.** In addition to the consideration provided herein, Customer agrees to pay amounts equal to any sales, use, excise or other taxes or any custom duties levied against or imposed: (i) upon the license of the Licensed Software to Customer, or (ii) upon the authorized Production Copies and the permitted back-up copies used by Customer, (iii) upon the Consulting and Education Services, or the Hosting Services, or (iv) upon the support provided under Article 2, or (v) resulting from this Agreement, or any activities hereunder; but Customer shall not be obligated to pay any taxes based on ANGEL's gross or net income or inventory. If Customer claims an exemption from any such taxes, Customer shall provide to ANGEL an appropriate exemption certificate. If Customer challenges the applicability of any tax, Customer shall nevertheless pay the same to ANGEL and Customer may thereafter challenge the tax and seek a refund thereof. Customer agrees, to the extent permitted by law, to indemnify and hold harmless ANGEL from any cost, fee, penalty or expense (including counsel fees) in connection with any assertion by any taxing authority that ANGEL has failed to collect and remit their sales or use tax on transactions hereunder or to pay any property taxes on the copies of the Licensed Software in Customer's possession but shall have no such obligation to ANGEL with respect to any amount paid by Customer to ANGEL and not remitted to the relevant taxing authority.

**Section 6.3 Invoices.** Invoices for payment of amounts due to ANGEL under this Agreement shall be itemized in reasonable detail. If Customer does not dispute any part of an invoice, Customer shall pay the amounts due within thirty (30) days of receipt. If Customer disputes one or more items of an invoice, Customer shall: (i) pay ANGEL within thirty (30) days of receipt of the invoice the amounts for items not disputed; and (ii) notify the President of ANGEL within those thirty (30) days in writing of its dispute of one or more items of the invoice, identifying the item or items in dispute and setting forth in reasonable detail the basis for each dispute. Failure to so notify the President of ANGEL of each item in dispute and the basis therefor shall be deemed acceptance of those items, and Customer shall forthwith pay ANGEL therefor.

**Section 6.4 Failure to Make Payment.** If Customer fails to make any payments within thirty (30) days after the amount is due pursuant to this Agreement, then the amount, without the necessity of any notice or action by ANGEL shall become due and payable together with interest thereon from the date of nonpayment at twelve percent (12%) per annum (or the highest rate permitted by law if less than twelve percent (12%)) and with reasonable attorneys' fees and other costs of collection. The non-exclusive license granted pursuant to Article 1 of this Agreement may be terminated by ANGEL with thirty (30) days prior written notice in the event Customer fails to make any payments when due under this Agreement.

## Article 7. TERM AND TERMINATION

**Section 7.1 Term.** The term of the license granted in Article 1 and the provision of support under Article 3 shall commence on the Effective Date and extend for the period prescribed on the Order Form. The provision of Hosting Services (if they are designated on the Order Form) shall commence on the date specified on the Order Form and extend for the period prescribed in the Order Form. Except as may be otherwise provided in the Order Form, the term of the license, support, and Hosting Services (if they are designated on the Order Form) shall be renewed for an additional term effective immediately after the expiration of any then-current term, if mutually agreed by ANGEL and Customer in advance of the expiration of the then-current term.

**Section 7.2 Termination.** Customer may terminate the license granted in the Agreement, any support under Article 3 by non-renewal in accordance with Section 7.1 or by notice given in accordance with the provisions of Section 12.1 or Section 12.2. ANGEL may terminate the license granted in the Agreement and any support under Article 3 by non-renewal in accordance with Section 7.1, by termination as provided in Section 6.4 or upon fifteen (15) days prior written notice in the event Customer uses the Licensed Software in a manner not permitted under the Agreement. If Customer has elected AHS Gold, Customer may terminate Hosting Services in the manner described in Section 4.7.

**Section 7.3 Destruction of Materials.** Upon termination of the license of the Licensed Software for any reason, Customer shall destroy all copies of the Licensed Software and any other materials received from ANGEL and furnish ANGEL a written statement certifying that through Customer's best efforts, and to the best of Customer's knowledge, all copies of the Licensed Software, including all copies of Client Components, any Modified Programs, any Shared Programs and any other materials received from ANGEL, have been destroyed.

**Section 7.4 Outstanding and Future Payment Obligations.** All payment obligations between the parties that are outstanding as of the effective date of termination, or which accrue hereunder prior to the effective date of termination or which accrue for services that are completed after the effective date of termination shall survive the termination of this Agreement.

#### Article 8. CUSTOMER DATA

**Section 8.1 Confidential Treatment.** All Customer Data which is submitted by Customer to ANGEL pursuant to this Agreement will be safeguarded by ANGEL to the same extent that ANGEL safeguards data relating to its own business or as required by any applicable laws requiring confidentiality of data; *provided, however,* if Customer Data is publicly available, is already in ANGEL's possession from a source other than Customer or otherwise known to it, or was rightfully obtained by ANGEL from third parties, ANGEL shall bear no responsibility for its disclosure, inadvertent or otherwise. Upon reasonable notice, Customer may inspect ANGEL's facilities during regular ANGEL business hours to assure Customer of ANGEL's compliance with this obligation.

**Section 8.2 Use of Customer's Data.** The Licensed Software may provide usage data to ANGEL including, but not limited to, aggregate data on usage of components of the Licensed Software, time and date identification of transactions and measures of system resources and services. Customer consents to the provision of that usage data to ANGEL. ANGEL agrees not to disclose that information to third parties and to use that information only for its own internal purposes. ANGEL shall act in a manner consistent with the Family Educational Rights and Privacy Act. In addition, ANGEL hereby agrees to make reasonable attempts to comply with the privacy policies of Customer with respect to the usage data collected in this manner so long as Customer provides ANGEL with specific written guidelines on the use of that information.

**Section 8.3 Obligation of Customer to Protect.** The Licensed Software creates and stores databases of personal information of end-users and data relating to Customer on the computer system on which the Licensed Software is installed. Customer agrees to take all steps which it deems appropriate to provide adequate security for that information.

#### Article 9. RESTRICTIONS ON USE OF THE LICENSED SOFTWARE

**Section 9.1 No Distribution.** Except to the extent expressly permitted in Article 2, Customer may not distribute or sublicense the Licensed Software or any Modified Programs to any person and may not use any Modified Program except for Customer's Authorized Purposes in conjunction with the Licensed Software.

**Section 9.2 No Sublicense; Persons Authorized to Use.** Customer may not resell accounts or sublicense persons to use the Licensed Software other than Authorized Users.

**Section 9.3 Server Domain Name.** Except for Client Components, Customer agrees that it will install and operate the Licensed Software only on the server domain name(s) identified in the Order Form. If Customer wishes to change the server domain name(s), Customer may do so only with ANGEL's prior written consent. ANGEL will not unreasonably withhold consent.

**Section 9.4 Client Components.** The Client Components may only be downloaded and used by Authorized Users for Authorized Purposes. Upon the expiration or termination of the license granted in Article 1, Customer shall use all reasonable efforts to ensure that all copies of the Client Components downloaded by Authorized Users have been deleted or otherwise destroyed.

**Section 9.5 Disabling Devices.** Customer recognizes that the Licensed Software contains disabling devices which will disable operation of the Licensed Software in the event that the server domain

name(s) is changed, the number of Authorized Users is exceeded or the use of the Licensed Software extends beyond the License Term. Customer agrees that it will not restrict, disable or attempt to disable those functions in the Licensed Software.

**Section 9.6 No Reverse Engineering.** Customer agrees that it will not create or attempt to create or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs for the Licensed Software or any part thereof from the object program or from other information made available under the Agreement (whether oral, written, tangible or intangible).

**Section 9.7 No Derivative Works.** Except as expressly permitted in Section 1.4, Customer agrees that it does not have the right to, and Customer shall not, create any derivative works of the Licensed Software.

**Section 9.8 Limited Copies.** Customer is authorized to make copies of the Licensed Software, Modified Programs and Shared Programs to the extent copies are reasonably required for back-up purposes. Customer is authorized to make copies of Shared Programs as reasonably required in connection with a distribution pursuant to Section 2.2. Customer agrees that while the Agreement is in effect, or while it has custody or possession of any property of ANGEL, Customer will not copy or duplicate, or permit anyone else to copy or duplicate, any physical, magnetic, electronic or other version of the Licensed Software, Modified Programs or Shared Programs beyond the number of authorized Production Copies licensed pursuant to this Agreement, the development copy authorized by Section 1.3 and Client Components which are installed on Authorized Users' devices. Customer may copy for its own use, and at its own expense, any documentation and other operator manuals, training materials and other end-user materials. Customer may modify the documentation as necessary for its internal purposes, but shall not alter or remove any proprietary notice in the documentation, including but not limited to ANGEL's name, logo and copyright notice.

**Section 9.9 Proprietary Notices.** Customer shall not modify any ANGEL copyright, trademark or service mark notices ("ANGEL Proprietary Notices") except in conformity with the Guidelines for ANGEL Proprietary Notices appearing on the ANGEL Documentation URL and shall not prevent any ANGEL Proprietary Notices from appearing on opening or other screens for the Licensed Software.

**Section 9.10 Trademarks and Service Marks.** Each party acknowledges that it is not authorized to, and agrees not to, affix any trademark or service mark of the other party to any of that party's materials without the other party's prior written consent.

**Section 9.11 Export.** Customer shall not permit any copy (in any medium) of all or any portion of the Licensed Software to be transmitted to or located outside of the United States except with ANGEL's prior consent and compliance by Customer with any applicable export or import requirements.

## Article 10. AUDITS OF USE

**Section 10.1 Audit.** Customer recognizes that the Licensed Software periodically transmits data to ANGEL over the internet in order for ANGEL to audit the use by Customer of the Licensed Software in accordance with the Agreement. The data transmitted includes information as to the number of users, the domain on which the Licensed Software resides, the server on which the Licensed Software is installed and other similar information. Customer consents to the transmission of this information to ANGEL and agrees not to restrict, disable or attempt to disable this function within the Licensed Software.

**Section 10.2 ANGEL Right to Audit.** ANGEL shall have the right at its sole cost and expense to audit the use by Customer of the Licensed Software to assure that the use conforms to the terms of the Agreement. Customer agrees to provide ANGEL access to all relevant information necessary to perform such an audit promptly upon ANGEL's reasonable request. Unless otherwise agreed by ANGEL and Customer, any audit shall take place during normal business hours. ANGEL's right to audit shall extend for one year after termination.

## Article 11. PROPRIETARY PROTECTION

**Section 11.1 Title.** Title to, and ownership of, the Licensed Software and any documentation supplied under the Agreement shall, at all times, remain with ANGEL and its licensors, and Customer shall

acquire no rights to the Licensed Software or the documentation except to use the Licensed Software and the documentation in accordance with the terms of the license acquired pursuant to License Agreement between Customer and ANGEL. ANGEL shall be the sole and exclusive owner of all right, title and interest in and to all developments, know-how, systems and other information and materials conceived or produced by ANGEL, in whole or in part, as a result of the Agreement or any other agreements between ANGEL and Customer. Accordingly, Customer hereby releases and assigns to ANGEL all of Customer's interest in the work product as may be necessary to perfect or perpetuate ANGEL's sole ownership of all such right, title and interest.

**Section 11.2 ANGEL Confidential Information.** Customer recognizes that the source code for the Licensed Software, any open APIs and all specifications, techniques, manuals (other than end-user materials), system documentation and other materials relating to the operation of the Licensed Software which are disclosed or made available to Customer by ANGEL pursuant to this Agreement and which are designated by ANGEL as "Proprietary" or "Confidential" (collectively, "**ANGEL Proprietary Material**") are confidential, proprietary and trade secret and are protected by law. The Agreement does not give Customer the right to have access to any source code for the Licensed Software other than the Open Programs. This provision does not give ANGEL the right to designate material as proprietary and confidential which is not in fact or by law proprietary and confidential.

**Section 11.3 Other Proprietary Information.** Both Customer and ANGEL may provide the other information which they believe is confidential or proprietary. Each party agrees to mark as "Confidential" or "Proprietary" any information which it believes is proprietary or confidential and the other party agrees to treat that information in confidence and not to disclose to a third party without the consent of the other party. "Confidential" or "Proprietary" information shall not include information received from a party which: (i) is in the other party's possession without actual or constructive knowledge of an obligation of confidentiality with respect thereto, prior to disclosure by the party; (ii) is or subsequently becomes part of a public domain through no fault of the other party; (iii) is disclosed to the other party by a third party having no obligation of confidentiality with respect thereto, and provided the other party did not have actual or constructive knowledge that such information was wrongfully disclosed by such third parties; or (iv) is independently developed by the other party; or (v) is required by law to be disclosed, including a request pursuant to the Washington Public Records Act, RCW 42.56 et seq.

**Section 11.4 Reproduction of Marks.** Customer agrees that any copies made of the Licensed Software, any other ANGEL Proprietary Material and any other material obtained from ANGEL shall preserve unaltered patent, trademark, copyright, proprietary or confidentiality notices contained therein.

**Section 11.5 Patent and Copyright Indemnity.** ANGEL warrants that the Licensed Software and any materials developed by ANGEL and provided by ANGEL to Customer will not infringe on any United States copyright or patent enforceable in the United States. Should any legal action be brought against Customer based on infringement of a copyright or patent enforceable in the United States as a result of the Licensed Software, the Consulting or Education Services, Customer shall promptly notify ANGEL and ANGEL shall defend the action at its expense. ANGEL's liability in that event will be limited to defending the action and payment of any resulting court costs and damages finally awarded against Customer in the action. ANGEL's obligations pursuant to this Section 11.5 shall not apply to any infringement caused by or resulting from Customer modifications or attempted modifications to any relevant system, or from Customer's failure to implement changes or updates furnished by ANGEL to Customer during the term of this Agreement. In connection with any claim for which Customer seeks to be indemnified hereunder, Customer agrees to (i) promptly notify ANGEL in writing of the claim; (ii) permit ANGEL to have sole control of the settlement or defense of any portion of any action or claim against Customer to which this indemnity relates and not settle any such portion of such claim or action without ANGEL's consent; and (iii) cooperate with ANGEL, to facilitate such defense. ANGEL shall reimburse Customer for any out-of-pocket costs incurred by Customer in assisting ANGEL. If Customer is enjoined from using the Licensed Software or any Services due to a third-party infringement claim, ANGEL shall, in ANGEL's sole discretion and at ANGEL's sole expense: (a) replace or modify the infringing Licensed Software or Services, at no additional charge, so that it is non-infringing; (b) obtain, at ANGEL's expense, a license for Customer to use the Licensed Software or Services, as the case may be, or (c) in the case of

Services, reimburse Customer the fee for the Services, and, in the case of the Licensed Software, terminate the license and refund to Customer the unearned portion of the License Fee.

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#### Article 12. CORRECTION OF FAILURES

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**Section 12.1 Correction of Functionality of the Licensed Software.** The liability of ANGEL for the functionality of the Licensed Software is limited, except as provided below in this Section, to the warranty provided in Section 1.9. If, thirty (30) days after the giving of the required notice described in Section 1.9, the Licensed Software fails to so conform, and the failure to conform is occasioned by ANGEL's error and not operator error, faulty data or hardware failures, then, Customer may, at its election at any time thereafter while the failure remains uncured, send ANGEL a written notice that: (i) ANGEL has continued to fail to correct the failure; and (ii) Customer has elected to terminate the license of the Licensed Software. Upon the continuance of that failure for a period of thirty (30) days after such written notice of the continuance of such failure to correct and Customer's election to terminate has been given to the President of ANGEL by Customer ("cure period"), Customer may, and its exclusive remedy shall be to, terminate the license granted pursuant to the Agreement within thirty (30) days after the expiration of the cure period by the destruction of the materials described in Section 7.3, and ANGEL will repay to Customer, (to the extent the amounts have not been previously refunded) the License Fee, under Section 6.1 of this Agreement theretofore paid to ANGEL for the initial License Term. If Customer fails to provide certification of destruction of the materials within thirty (30) days after the expiration of the cure period, Customer shall have waived its right to terminate the license and to receive a refund of the License Fee.

**Section 12.2 Correction of Support Failures.** ANGEL's liability under Article 3 is limited as provided in this Section 12.2. If, after the giving of notice in the manner specified in the Customer Support Procedures, ANGEL fails to correct a Failure which is classified in the Customer Support Procedures as either "System Down" or "High" and the Failure is occasioned by ANGEL's error and not operator error, faulty data or hardware failures, then, Customer may, at its election at any time thereafter while the Failure remains uncured, send ANGEL a written notice that (i) ANGEL has continued to fail to correct the Failure and (ii) Customer has elected to terminate the license of the Licensed Software. If the Failure continues for a period of thirty (30) days after that detailed written notice has been given to the President of ANGEL by Customer ("cure period"), Customer may, and its exclusive remedy shall be to terminate the license of the Licensed Software by certifying destruction of the Licensed Software and other materials in the manner provided in Section 7.3 within thirty (30) days after the expiration of the cure period and, upon such certification, ANGEL will refund to Customer the prorated consideration representing Customer's payment of the License Fee for the days remaining in the then current License Term computed from the date of ANGEL's receipt of the termination notice.

**Section 12.3 Correction of Consulting and Education Service Failures.** ANGEL's liability under Article 5 is limited as provided in this Section. Customer shall notify ANGEL in writing within thirty (30) days' time after ANGEL advises Customer of its completion of any Consulting and Education Services when any work is not of the kind and nature specified by agreement of ANGEL and Customer at the time the work was undertaken. The notification shall include the detailed variances and the information necessary for ANGEL to verify these variances. ANGEL, upon actual receipt of the notification and verification of the detailed variances, shall modify the work so that the Consulting and Education Services shall substantially conform with the agreed parameters. The passage of the thirty (30) day period after ANGEL advises Customer that any Consulting and Education Services have been completed without the notification described herein shall constitute final satisfaction of ANGEL's obligations with respect to those Consulting and Education Services. If, after ANGEL has been given reasonable and adequate opportunities to cure a failure of the Consulting and Education Services to meet these specifications, the work continues to fail to conform, in a material manner, to those specifications without variances which would significantly affect the work, and the failure to conform is occasioned by ANGEL's error, then, upon the continuance of that failure for a period of thirty (30) days after written notice of the failure and Customer's intention to terminate has been given to ANGEL by Customer, Customer may, and its exclusive remedy shall be to, terminate the applicable Service Package shown on an Order Form or Service Order and, after demand and Customer's certification of destruction of all materials delivered by ANGEL in performing the work, ANGEL will repay the fees for the time of ANGEL's personnel in performing the

relevant Consulting and Education Services to the extent the fees have not been otherwise reimbursed to Customer.

#### Article 13. REMEDIES

**Section 13.1 Waiver of Jury Trial.** Each party hereto hereby waives to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any claim, litigation or proceeding directly or indirectly arising out of, under or in connection with this Agreement.

**Section 13.2 Time to Sue.** No action, regardless of form, arising out of any of the transactions pursuant to this Agreement may be brought by Customer more than two years after the cause of action accrued.

**Section 13.3 No Other Liability.** Except to the extent provided in Section 4.24, Section 11.5, Section 12.1, Section 12.2, and Section 12.3, ANGEL and its third party licensors shall not be responsible for any claims against Customer by any other party nor shall ANGEL or its third party licensors be liable for any property damage, personal injury, loss of profits, interruption of business, out-of-pocket expenses or any other direct, indirect, special, consequential or incidental damages, however caused, whether based on contract, tort (including negligence), strict liability, warranty, statutory rights or any other basis arising out of Customer's use of the Licensed Software, the provision of support, Hosting Services and Consulting and Education Services or the marketing, delivery or supporting thereof, or otherwise arising pursuant to this Agreement. In the event any of the foregoing limitations of liability are void or are not effective, Customer agrees that the liability of ANGEL and its third party licensors for damages, if any, shall not exceed the fees paid by Customer to ANGEL for the six (6) months preceding the earliest event giving rise to the liability.

#### Article 14. DEFINED TERMS

**Section 14.1 Affiliates.** The term "Affiliates" means an entity that directly or indirectly controls, is controlled by or is under common control with, Customer. For purposes of this Agreement, the direct or indirect ownership of more than fifty percent (50%) of the outstanding voting shares of an entity, the right to receive fifty percent (50%) or more of the profits or earnings for an entity or the right to control policy decisions of an entity will be deemed to constitute control.

**Section 14.2 Agreement.** The "Agreement" between ANGEL and Customer consists of the Order Form and these Terms and Conditions.

**Section 14.3 AHS Gold.** "AHS Gold" shall mean the premium level of Hosting Services provided by ANGEL and described in the Hosting Description of Services.

**Section 14.4 AHS Silver.** "AHS Silver" shall mean the standard level of Hosting Services provided by ANGEL and described in the Hosting Description of Services.

**Section 14.5 ANGEL Administrator.** "ANGEL Administrator" means the individual or individuals identified as such in the Order Form. Customer may change the identity of the individual or individuals by notice to ANGEL.

**Section 14.6 ANGEL Customer.** "ANGEL Customer" means a person: (i) who is licensing one or both of ANGEL LMS and ANGEL ePortfolio, (ii) has agreed that its use of the Shared Programs will be limited as set forth in Section 2.4, and (iii) has acknowledged that ANGEL does not support or warrant Shared Programs as provided in Section 2.4.

**Section 14.7 ANGEL Documentation URL.** "ANGEL Documentation URL" means ANGEL's the URL [www.angellearning.com/products/lms/agreements/documents](http://www.angellearning.com/products/lms/agreements/documents). ANGEL may change the ANGEL Documentation URL by notice to Customer.

**Section 14.8 Authorized Hosting Provider.** An "Authorized Hosting Provider" means ANGEL and any other hosting service which is authorized by ANGEL to host the Licensed Software.

**Section 14.9 Authorized Purposes.** Customer's "Authorized Purposes" are the use of the Licensed Software for the Customer's educational purposes which include serving as a portal and

supporting the offering of courses and other educational programs and permitting Authorized Users to access and use the Licensed Software for those purposes.

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**Section 14.10 Authorized Users.** The number of "Authorized Users" is set forth in the Order Form. Customer may increase the number of Authorized Users in the manner provided for in the Order Form. Only individuals who are Customer's faculty, enrolled students (both credit and non-credit), administrators and, if Extended User Modules have been licensed, Extended Users as to the Extended User Modules may be "Authorized Users." If the Order Form indicates that Customer has entered into an unlimited user site license, the number of Authorized Users is unlimited so long as the Licensed Software is not used in conjunction with programs or projects that generate revenue of any sort (other than textbook sales), directly or indirectly, for a person other than Customer and its Affiliates.

**Section 14.11 Client Components.** The "Client Components" are components of the Licensed Software, such as the Secure Browser, which ANGEL makes available for downloading by Authorized Users and Extended Users onto a personal computer or other personal electronic storage device solely for Authorized Purposes.

**Section 14.12 Consulting and Education Services.** The term "Consulting and Education Services" means the Services designated on the Order Form or Service Order to be provided to Customer by ANGEL.

**Section 14.13 Customer.** The "Customer" is identified in the Order Form.

**Section 14.14 Customer Data.** "Customer Data" shall mean the data provided to ANGEL by Customer and the Authorized Users, including data regarding Authorized Users.

**Section 14.15 Customer Support Procedures.** The term "Customer Support Procedures" refers to the support procedures published, from time to time, by ANGEL on the ANGEL Documentation URL.

**Section 14.16 Effective Date.** The "Effective Date" is set forth in the Order Form.

**Section 14.17 Extended User Modules.** The "Extended User Modules" are modules to the Licensed Software, such as the Insight Window and the Secure Browser, that are intended for use by Extended Users.

**Section 14.18 Extended Users.** The "Extended Users" are those users without full user accounts, such as parents, student advisors, and employee supervisors, who are provided limited access to the Licensed Software and who are granted limited rights to participate in online activities via the Licensed Software.

**Section 14.19 Feature Release.** A "Feature Release" of the Licensed Software is a new release (generally made on an annual basis) that provides new features and functionality in addition to error corrections.

**Section 14.20 Hosting Availability.** "Hosting Availability" is expressed as a percentage of the total possible uptime during which the Hosting Services are available for use by Customer. The Hosting Services are deemed "available" if the application is able to respond to end-user or inter-system interaction requests. ANGEL shall monitor the availability of applications by the active presence of a work process or operating system service, or by a process which simulates a web-based transaction (*i.e.* reading several web pages from a web site or other tests). Any unavailability caused by Modified Programs or Shared Programs or by customization permitted by Section 4.14 or caused by Customer operator or administrator error shall not be treated as downtime for the purposes of this calculation.

Planned Uptime is the total number of hours (TH) in each calendar month.

Hosting Availability is calculated as follows and is measured on a calendar month basis:

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$$HA = 100 \cdot \left( 1 - \frac{(DH - SDH)}{TH} \right)$$

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HA = Hosting Availability  
DH = Total of all downtimes measured in hours.  
SDH = Total of all agreed and scheduled downtimes.  
TH = Total hours in each calendar month.

**Section 14.21 Hosting Description of Services.** "Hosting Description of Services" shall mean the description located at the ANGEL Documentation URL of the details of the Hosting Services to be provided by ANGEL, including the different levels of service for AHS Gold and AHS Silver.

**Section 14.22 Hosting Failure.** "Hosting Failure" shall mean a defect in the Hosting System that prevents Customer and its Authorized Users from accessing the Licensed Software through the Hosting Services.

**Section 14.23 Hosting Fee.** "Hosting Fee" shall mean the fee set forth in the Order Form for the initial term of the Hosting Services.

**Section 14.24 Hosting Services.** "Hosting Services" shall mean the hosting of the Licensed Software and associated Customer Data on ANGEL's Web Site and the ability of Customer and its Authorized Users to communicate with, access and use the Licensed Software by way of the Internet.

**Section 14.25 Hosting System.** "Hosting System" shall mean the computer and network equipment owned and maintained by ANGEL or its designated third party and the operating software licensed by ANGEL or its designated third party. ANGEL posts a summary of its Hosting System on the ANGEL website.

**Section 14.26 License Fee.** The "License Fee" for the initial License Term is set forth in the Order Form.

**Section 14.27 License Term.** The initial "License Term" commences on the Effective Date and extends for the period specified in the Order Form. Unless otherwise provided in a renewal Order Form, each subsequent License Term is for a period of one (1) year.

**Section 14.28 Licensed Software.** The "Licensed Software" is specified on the Order Form. The Licensed Software incorporates certain third-party software sublicensed to Customer by ANGEL. All references to the Licensed Software include that third party software. The functionality of the Licensed Software is generally described on the Customer portion of the ANGEL web site [www.angellearning.com](http://www.angellearning.com).

**Section 14.29 Modified Programs.** The "Modified Programs" are any modifications, adaptations, translations or derivative works of Open Programs.

**Section 14.30 Open Programs.** The term "Open Programs" means that portion, if any, of the Licensed Software that is distributed by ANGEL in the form of computer source code or as an active server page, with the intention that customers may modify the materials.

**Section 14.31 Order Form.** The "Order Form" is the document executed by ANGEL and Customer which incorporates these Terms and Conditions by reference.

**Section 14.32 Production Copy.** A "Production Copy" is an executable code copy of the Licensed Software which is used on a computer system to process live data. Copies of all or a portion of the Licensed Software whether on multiple computers or on a computer system will constitute a single Production Copy so long as a single database is used by all of the copies of the Licensed Software. The number of Production Copies authorized under this Agreement is one, unless otherwise set forth in the Order Form.

**Section 14.33 Remote Access Equipment.** "Remote Access Equipment" shall mean the equipment necessary for Customer and Customer's Authorized Users to access the services on the Internet. The Remote Access Equipment is to be provided by Customer or the Authorized Users.

**Section 14.34 Shared Programs.** "Shared Programs" are Modified Programs which have been designated as a Shared Program in the manner specified in Section 2.1.

**Section 14.35 Web Site.** "Web Site" shall mean the individual static IP assigned to Customer for accessing the Hosting Services.

#### Article 15. MISCELLANEOUS

**Section 15.1 Notices.** Any consents, notices or other communications required or permitted to be given or delivered under the Agreement shall be in writing and shall be delivered to ANGEL at its address specified on its web site or to Customer at its address specified in the Order Form or to such other address as either party may, from time to time, designate to the other in writing. All notices to ANGEL shall be to the attention of the President of ANGEL. Any notice given shall be deemed to have been received on the date on which it is delivered personally, by courier service or by facsimile or, if mailed, on the third business day next following the mailing thereof.

**Section 15.2 No Partnership.** Nothing in this Agreement shall be deemed to create a partnership, joint venture or agency relationship.

**Section 15.3 Survival.** The provisions of Section 1.11, Section 4.24, Section 4.25, Section 4.26, Section 6.2, Section 6.4, Section 7.3, Section 7.4, Article 8, Article 10, Article 11, Article 12, Article 13, Section 15.3 and Section 15.5, and all obligations of Customer to pay or reimburse ANGEL for any amounts arising under this Agreement, shall survive any termination of either this Agreement or the non-exclusive license granted hereunder.

**Section 15.4 Publicity.** Customer agrees that ANGEL may identify Customer as a customer by name only in the customer lists or other similar communications. ANGEL agrees not to use Customer's name or logos in any other public releases or in any case histories except with Customer's prior consent.

**Section 15.5 Governing Law.** Regardless of the place of execution, delivery, performance or any other aspect of this Agreement, this Agreement and all of the rights of the parties under this Agreement shall be governed by, construed under and enforced in accordance with the substantive law of the United States of America and of the State of Washington without regard to conflict of laws principles.

**Section 15.6 Severability.** If any provision in the Agreement shall be held to be in contravention of applicable law, the Agreement shall be construed as if that provision were not a part thereof and in all other respects the terms of the Agreement shall remain in full force and effect.

**Section 15.7 No Waiver.** No waiver of any covenant or condition or the breach of any covenant or condition of the Agreement shall be deemed to constitute a waiver of any subsequent breach of the covenant or condition nor justify or authorize a non-observance upon any occasion of that covenant or condition or any other covenant or condition of the Agreement.

**Section 15.8 Entire Agreement.** The Agreement (consisting of these Terms and Conditions and the Order Form) and any future Service Order constitutes the entire agreement between the parties hereto with regard to the Licensed Software, any Consulting and Education Services, any Hosting Services and any support of the Licensed Software.



## ANGEL UPGRADE AND RENEWAL FORM

This Renewal/Upgrade Order Form supersedes and replaces the existing Order Form for LMS and XEI between Customer and Angel dated March 10, 2009 and Amended March 2, 2010. Together with the ANGEL Terms and Conditions, this constitutes the agreement between Customer and ANGEL Learning, Inc. ("ANGEL") for the license of the Licensed Software to Customer and is effective as of the last signed date below (the "Effective Date"). The ANGEL Terms and Conditions are located at <http://www.angellearning.com/products/lms/agreements/documents/>. The ANGEL Terms and Conditions are incorporated by this reference and accompany this Order Form. Capitalized terms used in this Order Form are defined in the ANGEL Terms and Conditions. **Please sign and return all pages.**

**Customer:** Washington State University  
PO Box 641025  
Pullman, WA 99164-1025

**Licensed Program:** ANGEL User Increase for LMS, AHS and XEI

**Date of Quote:** 8-Nov-10                   **Quote Valid Through:** 4-Dec-10  
**Prepared By:** Ben Choi                   **Phone:** 202-463-4860   **Fax:** 202-318-2619  
**License Term:** A period ending on 9/15/2012

Invoicing	Installation Information
<p><b>Org:</b> Washington State University <b>Address:</b> PO Box 641025 <b>City, ST, Zip:</b> Pullman, WA 99164-1025 <b>Invoicing Contact:</b> Dawn Barnard <b>Phone:</b> 509-335-5864 <b>Email:</b> dbarnard@wsu.edu</p>	<p><b>URL of ANGEL LMS Server(s): HOSTED</b> <a href="https://angel.lcc.ctc.edu/angel/">https://angel.lcc.ctc.edu/angel/</a></p> <p><b>ANGEL Administrator Contact:</b> Dawn Barnard <b>Phone:</b> <b>Email:</b></p>

ANGEL Learning, Inc.	
Billing Contact Information:	Remittance Address:
650 Massachusetts Ave NW 6 <sup>th</sup> Floor Washington DC 20001-3796 <b>Federal Tax ID #</b> 40 Email: BbCollections@blackboard.com	ANGEL Learning, Inc. PO Box 347017 Pittsburgh PA 15251-4017

Customer and ANGEL Learning have executed this Order Form. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the agreement on behalf of his or her employer.

<b>Washington State University</b>	<b>ANGEL Learning, Inc.</b>
Signature	Signature
Name (printed)	Name (printed)
Title (printed)	Title (printed)

Date	
------	--

Date	
------	--

Customer PO #	Order Date:
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<b>Year 1:</b>	<b>2011</b>						
<b>Qty</b>	<b>UofM</b>	<b>Product Code</b>	<b>Product Description</b>		<b>Start Date</b>	<b>End Date</b>	<b>Price</b>
1	Year	AG-LMS-F-HE04	ANGEL LMS increase from 30,000 UAL to UUSL		Effective Date	9/14/2011	\$40,200
1	Year	AG-MOD-XEIINC	ANGEL MODULE – XEI increase from 30,000 UAL to UUSL		Effective Date	9/14/2011	\$5,585
						<b>Total Year 1:</b>	<b>\$45,785</b>

<b>Year 2:</b>	<b>2011-2012</b>						
<b>Qty</b>	<b>UofM</b>	<b>Product Code</b>	<b>Product Description</b>		<b>Start Date</b>	<b>End Date</b>	<b>Price</b>
1	Year	AG-LMS-F-HE04	ANGEL LMS HE 25,001-50K FTE		9/15/2011	9/14/2012	\$153,573
1	Year	AG-MOD-XEI	ANGEL MODULE – XEI		9/15/2011	9/14/2012	\$20,000
1	Year	AG-AHS-LMS	ANGEL HOSTING		9/15/2011	9/14/2012	\$73,120
						<b>Total Year 2:</b>	<b>\$246,693</b>

## General Notes

1. In the event of any inconsistencies between this Order Form and the ANGEL Terms and Conditions, on the one hand, and any purchase order or other similar document, on the other hand, this Order Form and the ANGEL Terms and Conditions shall control.
2. The License Fee is based on Customer's eligibility for the Not-for-profit Academic Discount. If Customer ceases to be eligible for the Discount, the License Fee will be adjusted and the additional License Fee will be payable as of the date the Customer no longer qualifies for the Discount.
3. Additional Authorized Users may be added in blocks of 250 users per block at any time during the License Term. The additional License Fee for one block of additional Authorized Users is 250 times the per user license rate of the then current annual license. On each anniversary date, a User Account License can be increased to a user license level at the price then currently available.
4. Customer agrees to take the necessary action to permit ANGEL to initiate Application and IT System Services within 30 days of the Effective Date and to schedule education services under this Order Form so that all education will be completed no later than 120 days after the Effective Date.
5. Customer may increase the number of ANGEL Administrators by notice given to ANGEL effective upon payment by Customer of the then-applicable Administrator fees.
6. Customer remains at current contract hosting levels shown in table below. Customer will pay for the additional capacity at the current rate for the remaining months of the current term at time of the service increase order or action.

## Application Hosting Services Notes and Assumptions

1. AHS Gold Service at the initial Authorized User level includes 200 GB of disk space, 350 GB transfer bandwidth/month, and 55 SQL database. If Customer requests or uses AHS capacity beyond the amount contracted for, Customer will pay for the additional capacity at the current rate for the remaining months of the current term at time of the service increase order or action.

	Disk Space (GB)	SQL Space (GB)	Bandwidth (GB)
Year 1	200.0	55.0	350.0
Year 2	227.0	62.0	350.0

## Payment Terms

1. All dollars (\$) are in United States currency.
2. Upon receipt of the signed Order Form, your authorization key will be shipped promptly.
3. Initial and subsequent payments are due as specified by the payment schedule.
4. Annual License Payments are due on the anniversary date.
5. REMIT TO: ANGEL Learning, Inc PO Box 347017 Pittsburgh PA 15251-4017
6. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Tax Exemption Certificate must be returned with this Order Form.

## Payment Schedule

Item	Amount	Invoice Date	Due	Comments
LMS, XEI , AHS	\$45,785	Contract Effective Date	Net 30	ANGEL LMS, XEI
LMS, XEI ,AHS	\$246,693	July 1, 2011	Net 30	ANGEL LMS, XEI
<b>Total Cost:</b>	<b>\$292,478</b>			

Updated Angel license November 2010

Going from 30,00 users to unlimited licensing DP would need to pay **49,356.23 (including tax) one time now and September 2011- \$51,024.97 (including tax).**

One time upgrade cost to unlimited license \$40,200.00

One time upgrade cost for XEI module \$ 5,585.00

Tax \$3,571.23

Total \$49,356.23

Year 2 9/2011 – 9/2012

Angel Unlimited License 153,573 new charge XEI Module 20,000 new charge

110,995 DDP Paid 15,285 DDP paid

42,618 + tax 4715 + tax

## Cook, Colleen Leavitt

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**From:** Barnard, Dawn  
**Sent:** Wednesday, November 03, 2010 8:29 AM  
**To:** Cook, Colleen Leavitt; Cillay, David Randall  
**Cc:** Kell, Jackie  
**Subject:** RE: WSU's Angel Invoice

Hi Colleen,

After a few discussions yesterday, I have asked Angel for a new quote. I will send it to you as soon as I see it.

Thanks,

Dawn

---

**From:** Cook, Colleen Leavitt  
**Sent:** Tuesday, November 02, 2010 1:30 PM  
**To:** Cillay, David Randall  
**Cc:** Barnard, Dawn  
**Subject:** RE: WSU's Angel Invoice

Dave, Will do.

Dawn, will you email me a copy of the spreadsheet for our records?

Thanks ,

Colleen

---

**From:** Cillay, David Randall  
**Sent:** Tuesday, November 02, 2010 9:52 AM  
**To:** Cook, Colleen Leavitt  
**Cc:** Barnard, Dawn; Murali, Viji  
**Subject:** RE: WSU's Angel Invoice

Dawn,

Thanks you for this. Yes to #3 and the length of contract

Colleen,

Will you please work with Dawn to cover the \$138,000 needed for the three year license. I would like to cover this in one payment. Thank you

Dave

---

**From:** Barnard, Dawn  
**Sent:** Tuesday, November 02, 2010 8:41 AM  
**To:** Cillay, David Randall; Murali, Viji  
**Subject:** FW: WSU's Angel Invoice  
**Importance:** High

## Cook, Colleen Leavitt

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**From:** Cillay, David Randall  
**Sent:** Tuesday, November 02, 2010 9:52 AM  
**To:** Cook, Colleen Leavitt  
**Cc:** Barnard, Dawn; Murali, Viji  
**Subject:** RE: WSU's Angel Invoice

Dawn,  
Thanks you for this. Yes to #3 and the length of contract

Colleen,  
Will you please work with Dawn to cover the \$138,000 needed for the three year license. I would like to cover this in one payment. Thank you

Dave

---

**From:** Barnard, Dawn  
**Sent:** Tuesday, November 02, 2010 8:41 AM  
**To:** Cillay, David Randall; Murali, Viji  
**Subject:** FW: WSU's Angel Invoice  
**Importance:** High

Hi Viji and Dave,

Here is the pricing information from Angel (note this is not in formal quote format which is interesting).

- 1) The green section is our current pricing and agrees to our current pricing (although does not agree to the last invoice we received ☺).
- 2) The second section I believe is labeled incorrectly – I think it should be unlimited licensing and hosting. It is the most expensive for hosting and this is not the option that IS would like at this time.
- 3) I believe the third is our preference for the 35K hosting for IS and the unlimited licenses for DDP.
- 4) This is only increasing all by 5K users and hosting – not what you are looking for since it just pushes the license issue out another semester or two.

*So I think it is option #3 – the unlimited license . This is about a \$46K increase to you for this year and a \$22K increase for us.*

Dave, are you okay with option #3? Are you okay locking in another 3 years?

Please let me know if you have any questions or concerns.

Once we are all okay with it – I will ask them for a formal quote.

Thank you!

Dawn

**From:** Ben Choi [mailto:Ben.Chi@blackboard.com]

**Sent:** Monday, November 01, 2010 10:32 PM

**To:** Barnard, Dawn

**Cc:** Kevin Nitzel

**Subject:** RE: WSU's Angel Invoice

1. We have put in a temporary two-week unlimited user key for you as a good faith effort to avoid the risk of a shutdown
2. Pricing scenarios below and Excel doc attached
3. You are on a multi-year through 2012 so it makes sense to look at a multi-year scenario per below, but do let us know if you want 1 year agreements (pricing will be higher)

Any questions?

Current license and Gold Hosting 30k Users	2010-2011	2011-2012	
LMS	\$ 104,680.00	\$ 110,955.00	
Hosting	\$ 136,080.00	\$ 144,240.00	Year 2
XEI	\$ 14,415.00	\$ 15,285.00	Year 3
<b>Totals</b>	<b>\$ 255,175.00</b>	<b>\$ 270,480.00</b>	

### Most comprehensive option

Unlimited License and hosting 25,352 FTE	Year 1	Year2	Year 3	
LMS	\$ 144,880.00	\$ 153,573.00	\$ 162,780.00	Year 1
Hosting	\$ 181,100.00	\$ 190,155.00	\$ 199,662.00	Year 2
XEI	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	Year 3
<b>Totals</b>	<b>\$ 345,980.00</b>	<b>\$ 363,728.00</b>	<b>\$ 382,442.00</b>	

### Splitting license and upping to 35K users for hosting

Unlimited License and 35k User hosting	Year 1	Year2	Year 3	
LMS	\$ 144,880.00	\$ 153,573.00	\$ 162,780.00	Year 1
Hosting	\$ 158,760.00	\$ 168,280.00	\$ 176,694.00	Year 2
XEI	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	Year 3
<b>Totals</b>	<b>\$ 323,640.00</b>	<b>\$ 341,853.00</b>	<b>\$ 359,474.00</b>	

### Incremental increase

5k User increase for LMS and Hosting total 35k users	Year 1	Year2	Year 3	
LMS	\$ 122,127.00	\$ 129,448.00	\$ 135,920.00	Year 1
Hosting	\$ 158,760.00	\$ 168,280.00	\$ 176,694.00	Year 2
XEI	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	Year 3
<b>Totals</b>	<b>\$ 300,887.00</b>	<b>\$ 317,728.00</b>	<b>\$ 332,614.00</b>	

**From:** Barnard, Dawn [mailto:dbarnard@wsu.edu]

**Sent:** Friday, October 29, 2010 2:08 PM

**To:** Ben Choi  
**Subject:** RE: WSU's Angel Invoice  
**Importance:** High

Hi Ben,

Sorry I am confused....what do we need to review? I am really looking for and have been looking for since October 12<sup>th</sup> the following items (I am including my original request dated Oct 12<sup>th</sup> below as well, but am not including all of the follow-up, repeat requests):

- 1) A quote for unlimited licensing
- 2) A quote for an additional 3,000 to 4,000 users on hosting
- 3) A review of WSU's account with Angel/Blackboard because I think something has gotten confused on your end as we did not get an invoice in September when we should have and the one that we just received is incorrect

We have a new Winter session that students can begin enrolling for on Monday. We are very concerned that we will violate our agreement and go over our 30,000 user license which will terminate our Angel connection which is why we have been urgently asking for new quotes. Can you give us an extension on the number of licenses so our software does not shut down?

We would really like to get a new quote and agreement in place.

If you have any questions, I would be glad to help answer them ASAP!!

Thank you and I do apologize for this rush.

*~~Dawn Barnard*

**Executive Director, Administration and Finance  
Information Services  
PO Box 641222  
Pullman, WA 99164-1222  
Washington State University  
Phone - 509.335.8643  
Fax - 509-335-0540**

Email from October 12<sup>th</sup> .....

Hi Ben,

Thank you for getting back to Jackie last night. I am going to follow up on this issue because Jackie is taking off tomorrow for vacation....lucky her!

We do have a couple of questions for you and of course, it is always urgent ☺

- 1) What is the status of our account?.Are we up to date on our current licenses, payments and does Angel/Blackboard have any concerns on our license limit (do you see us bumping up on our limit?)
- 2) Can you give us a quote for an additional \$5K licenses plus hosting?

3) Can you give us an updated quote on an unlimited license and hosting?

We believe we are currently fine with the number of licenses that we have and we are managing those well. However, the University has just approved a new Winter Session of classes that will overlap our Fall and Spring sessions. We were using the cap between semesters to manage our current license number, but we are concerned that with additional classes for the winter session that we will exceed our license limit.

Can you help? I understand that you are at Educause, but if there is any way you can get us this information this week or early next that would be great!!

Thank you for your help!!

---

**From:** Ben Choi [mailto:[Ben.Chi@blackboard.com](mailto:Ben.Chi@blackboard.com)]  
**Sent:** Friday, October 29, 2010 12:05 PM  
**To:** Barnard, Dawn  
**Subject:** RE: WSU's Angel Invoice

Dawn,

Do you have time Monday to review?

---

**From:** Barnard, Dawn [mailto:[dbarnard@wsu.edu](mailto:dbarnard@wsu.edu)]  
**Sent:** Thursday, October 28, 2010 4:41 PM  
**To:** Ben Choi  
**Subject:** WSU's Angel Invoice  
**Importance:** High

Hi Ben,

We also received an Angel invoice today, but it is not even close to being correct.....can you look into this as well as the new quote?

This goes back to my original question of "Is our account correct and up to date"? I really do think something is wrong with our file somewhere between the conversion from Blackboard to Angel and from three invoices to different campuses to one agreement for all of WSU.

Sorry, to bother you when you are out of the office, but I have an Interim Dean who is getting pretty worried about not having enough licenses for our new Winter Session. We are really anxious to get a new quote from you on unlimited licenses and a slight increase in the hosting numbers per my request last week.

Have a safe trip.

*~~Dawn Barnard*

**Executive Director, Administration and Finance  
Information Services  
PO Box 641222  
Pullman, WA 99164-1222  
Washington State University  
Phone - 509.335.8643  
Fax - 509-335-0540**

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**From:** Ben Choi [mailto:[Ben.Chi@blackboard.com](mailto:Ben.Chi@blackboard.com)]  
**Sent:** Thursday, October 28, 2010 4:15 PM  
**To:** Barnard, Dawn  
**Subject:** Out of Office: Additional users Angel

Valued clients,

I am visiting with University of North Dakota's leadership Wednesday thru Friday.

Please do call me on my cell for more immediate attention at 206-579-4911. Else, I will be responding to e-mail in the evening timeframe.

Thank you for your business. I do look forward to our next interaction.

Best,  
Ben

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