

PROJECT NUMBER 35758
MASTER LICENSE AND APPLICATION SERVICE PROVIDER AGREEMENT
BETWEEN
BLACKBOARD INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI

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This Master Software License and Application Service Provider Agreement (hereinafter referred to as "Master Agreement") is entered into by and between Blackboard Inc., a Delaware corporation having its principal offices at 1899 L Street, NW, Suite 500, Washington, DC 20036 (hereinafter referred to as "Licensor" and/or "Blackboard") and the Mississippi Department of Information Technology Services, having its principal place of business at 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201 (hereinafter referred to as "ITS"), as contracting agent for the State Board of Community and Junior Colleges and the governmental agencies and educational institutions of the State of Mississippi (hereinafter referred to as "Licensee"). ITS and Licensee are sometimes collectively referred to herein as "State".

WHEREAS, ITS, pursuant to Request for Proposals ("RFP") Number 3452 requested proposals in order to assemble a list of approved vendors who may provide certain software and services necessary for the implementation of an Application Service Provider ("ASP") solution for a learning management system; and

WHEREAS, the Licensor was one of the successful respondents in an open, fair and competitive procurement process to provide the above mentioned products; and

WHEREAS, ITS and Licensor desire to enter into this Master Agreement which contains the terms and conditions which will govern any orders placed by the State Board of Community and Junior Colleges and the governmental agencies and educational institutions within the state of Mississippi;

NOW THEREFORE, in consideration of the mutual understandings, promises, consideration and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 TERM OF AGREEMENT

Unless terminated as prescribed elsewhere herein, this Master Agreement will become effective on the date it is signed by all parties (the "Effective Date") and will continue in effect for three (3) years thereafter, or until the hosting term and all warranties provided by Licensor to Licensee have expired, whichever occurs last. At the end of the initial term, the Master Agreement may, upon the written agreement of ITS and Licensor, be renewed for two (2) additional one (1) year terms. Licensor will notify ITS sixty (60) days in advance prior to the expiration of the initial or any renewal term and ITS shall have thirty (30) days in which to notify Licensor of its intention to either renew or cancel

this Master Agreement.

ARTICLE 2 DEFINITIONS

The following terms as used herein shall have the following meanings:

2.1 “Active User” means Licensee employees and any third party consultants or outsourcers engaged by Licensee who are actively participating on the learning management system in any given month of operation and who shall be bound to the terms and conditions of this Master Agreement.

2.2 “Authorized End User” means enrolled students and their parents, prospective students, alumni, trustee or collaborating researcher of Licensee, Licensee employees and third party consultants or outsourcers engaged by Licensee who shall be bound by the terms and conditions of this Master Agreement. Licensee’s Authorized End Users will not exceed the number of Licensee’s full time employees (“FTE”). Blackboard Learning System BASIC Edition Licensees are limited to no more than 3,000 Authorized End Users.

2.3 “Available Date” means the date upon which Licensor notifies Licensee that the Software may be accessed on the Licensor’s ASP server and Licensee may begin acceptance testing.

2.4 “Content” means any content provided by or through Active Users for use with the Software.

2.5 “Documentation” means the published user and technical manuals and documentation that Licensor makes generally available for the Software; the help files included within the Software, and any files containing presentation materials or manuals or other related materials to train and educate Licensee on the use of the Software.

2.6 “Enhancements” means the corrections, updates, upgrades or new versions of the Software or Documentation that Licensor may provide to Licensee under this Master Agreement.

2.7 “Licensee” means, in each instance, the State Board for Community and Junior Colleges (“SBCJC”) or a Mississippi community college or junior college, or a governmental agency, educational institution or governing authority of the state of Mississippi who either (i) obtains a license from Licensor for the Software under this Master Agreement by submitting a Supplement to Licensor, or (ii) otherwise engages Licensor to perform Services pursuant to this Master Agreement, and their employees and any third party consultants engaged by Licensee who have a need to know, and who shall be bound by the terms and conditions of this Master Agreement.

2.8 “Licensee Content” means any data, information, graphics or other media files or other content, including, but not limited to, course materials, provided by or for Licensee or any Authorized End User of the Software through use of the Software, excluding any portion of the Software or Documentation. Blackboard acknowledges that the Licensee Content is and shall remain the sole and exclusive property of Licensee. Further, Blackboard acknowledges that the Licensee Content may contain valuable trade secrets of Licensee and Blackboard agrees to maintain the

confidentiality of the Licensee Content and shall not make it publicly available except as may be necessary in performing the ASP Services.

2.9 "Licensor" means Blackboard Inc. and its successors and assigns.

2.10 "Products" means the Software, Documentation, Enhancements and any copy of the Software, Documentation or Enhancements.

2.11 "Services" means any on-line user access, customizations, interface developing, consulting, education, ASP installation, system administration, training, maintenance, support, Help Desk services and such other professional services as may be specified in a Supplement for each individual project.

2.12 "Software" means the machine-readable object code version of the computer programs whether embedded on disc, tape or other media used to host the application services, which such Software is described in and specifically identified in the applicable Supplement, and Supported Interfaces (and any Documentation and help files within the Software), including any Enhancements provided pursuant to the maintenance and support terms identified therein.

2.13 "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 Licensor using the most recent version of such Software made available to Licensee, and further provided that Software Errors do not include any nonconformity to applicable Documentation resulting directly from (i) Licensee's or its end users' negligence, (ii) any modification or alteration to the Software by someone other than Licensor, its agents or subcontractors or Licensee's employees who were working at Licensor's direction, (iii) data that does not conform to Licensor's specified data format, (iv) operator error, (v) use on any system other than the operating system specified in the Documentation, (vi) accident, misuse or any other cause which, in Licensor's reasonable determination, is not inherent in the Software; or (vii) any use of the Software other than expressly authorized in this Master Agreement.

2.14 "Supplement" means the document pursuant to which, among other things, Licensee orders the Software or Services from Licensor.

2.15 "Supported Interfaces" means application-based interfaces (API), network protocols, data formats, database schemas, and file formats available for use in the Software as expressly specified in the Documentation..

2.16 "Third-Party Software" means the software manufactured by third parties that has been incorporated by Licensor into the Software.

ARTICLE 3 MODIFICATION OR RENEGOTIATION

This Master Agreement may be modified only by written agreement signed by the parties hereto. The

parties agree to renegotiate the Master Agreement and pertinent Supplements in the event that federal and/or state revisions of any applicable laws or regulations make changes in this Master Agreement necessary.

ARTICLE 4 INCLUDED PARTIES AND PRICING

Licensor will accept orders from and furnish the Products and Services under this Master Agreement to the State Board for Community and Junior Colleges, any community or junior college within Mississippi, and any governmental agency, governing authority or State-run educational institution within Mississippi. Pricing for SBCJC and the Mississippi community and junior colleges will be based on Licensor's pricing submitted in its proposal in response to RFP No. 3452 and attached hereto as Exhibit A. Pricing for governmental agencies, governing authorities and K-12 schools will be based on Licensor's then current pricing model for governmental institutions and K-12 schools. At the end of the initial term of this Master Agreement, ITS and contractor may mutually agree in writing to modify, amend or replace the pricing specified in Exhibit A. Licensor guarantees the pricing in the attached Exhibit A for the initial three (3) year contract term.

ARTICLE 5 ADDITIONAL TERMS AND CONDITIONS

All provisions in this Master Agreement are in addition to the requirements of RFP No. 3452 and Licensor's Proposal in response thereto, which are both incorporated into and made a part of this Master Agreement.

ARTICLE 6 ORDERS

6.1 The State does not guarantee that it will purchase any certain amount under this Master Agreement.

6.2 When a Licensee decides to procure any Products and/or Services from Licensor, the Licensee shall notify ITS who shall execute a Supplement to be signed by Licensor, ITS, and an authorized representative of Licensee. The Supplement shall reference this Master Agreement and shall set forth the Products or Services to be procured; the prices for same; the warranty period as provided by Licensor (if different from that provided herein); the specific details of the transaction, the Licensee's designated contact, and any additional terms and conditions that apply to the specific Supplement as agreed to in writing by the parties. Any additional terms and conditions contained in any Supplement shall apply solely to the Products or Services being procured therein. All Supplements shall be governed by, and incorporate by reference, the terms and conditions of this Master Agreement. Excluding better pricing and/or discounts which may be specified in a Supplement, in the event of a conflict between the other terms and conditions in a Supplement and this Master Agreement, the terms and conditions of this Master Agreement shall prevail. The terms and conditions of this Master Agreement shall supersede any conflicting terms and conditions set forth in any subsequent documents provided by Licensor or its subcontractors to Licensee. The parties agree that the Licensee has the right to adjust the quantities of licenses procured based upon the availability of funding or as determined necessary by the Licensee.

6.3 This Master Agreement is not a "state contract" and should not be construed by any party to

operate in any manner except as an awarded contract which may be used by ITS staff to satisfy requests for Products or Services within the scope of RFP No. 3452. This Master Agreement may not be referenced by Lessor as a vehicle to market products or issue quotations in lieu of the procurement process. Further, nothing in this Master Agreement should be taken to infer or to express that this Master Agreement may be substituted or used in lieu of a formal procurement process.

ARTICLE 7 METHOD AND TIME OF PAYMENT

7.1 Once the Products have been accepted by Licensee as prescribed in Article 8 herein, Lessor shall submit an invoice for the cost and shall certify that the billing is true and correct. The State may, at its sole discretion, require Lessor to submit invoices and supporting documentation electronically at any time during the term of this Master Agreement. Services will be invoiced as they are rendered. Licensee agrees to pay Lessor in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the State within forty-five (45) days of receipt of the invoice. All payments shall be in United States currency. Payments by state agencies that make payments through the Statewide Automated Accounting System ("SAAS") shall be made and remittance information provided electronically as directed by the State. Payments by SAAS agencies shall be deposited into the bank account of the Lessor's choice. Lessor understands and agrees that Licensee is exempt from the payment of taxes. No payment, including final payment, shall be construed as acceptance of defective Products or incomplete work, and Lessor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article titled "Entire Agreement" herein.

7.2 If payment of undisputed amounts is not made to Lessor within forty-five (45) days of Licensee's receipt of the invoice, Licensee shall be liable to Lessor for interest at a rate of one and one-half percent (1 ½%) per month (or such lesser rate as may be the maximum permissible rate under the law) on the unpaid balance from the expiration of such forty-five (45) day period until such time as payment is made. This provision for late payments shall apply only to undisputed amounts for which payment has been authorized.

7.3 Acceptance by Lessor of the last payment from the Licensee under a Supplement shall operate as a release of all claims against the State by Lessor and any subcontractors or other persons supplying labor or materials used in the performance of any work under a Supplement.

ARTICLE 8 DELIVERY; RISK OF LOSS, AND ACCEPTANCE

8.1 Lessor shall deliver, install, and make available the Software and Documentation to the Lessor's hosting environment pursuant to the delivery schedule mutually agreed to by the parties.

8.2 Unless a different acceptance period is agreed to by Licensee and Lessor and specified in the Supplement, Licensee shall have fifteen (15) calendar days after the Available Date to evaluate and test the Software and Services to confirm that they perform without any defects and perform in accordance with RFP No. 3452, Lessor's Proposal in response thereto, and Lessor's user

Documentation. Licensee shall immediately thereafter notify Licensor in writing of any defects in the Software or Services which must be corrected prior to payment being made. Thereafter, Licensor shall have ten (10) working days or such other time period as may be agreed upon by the parties, in which to either repair or replace the defective Software or re-perform the Services, all at Licensor's expense. Licensee may be deemed to have accepted the Software at the end of the fifteen (15) day period, unless Licensee notifies Licensor that the Software fails to perform as stated herein.

8.3 Upon receipt of corrected or replaced Software, Licensee shall have another acceptance period as set forth in Article 8.3 herein, in which to re-evaluate/re-test such Software. If, after Licensor has tendered to Licensee Licensor's attempt to correct the Software, Licensee again determines the Software to have a defect, Licensee may take such actions as it deems appropriate, including either (i) notifying Licensor that it has elected to keep the Software despite such defects; (ii) returning the Software to Licensor and providing Licensor with an opportunity to deliver substitute Software acceptable to Licensee within the time period specified by Licensee, or (iii) returning the Software to Licensor at Licensor's expense and terminating the Supplement.

ARTICLE 9 SCOPE OF LICENSE

9.1 Subject to the terms and conditions of this Master Agreement and the respective Supplement, Licensor hereby grants to Licensee a non-exclusive, non-transferable license to access the Software over the Internet and to use it for its business operations solely in connection with providing access to Licensee Content to Licensee's Authorized End Users on the Licensor's host server for the term specified in the Supplement. Licensee and Active Users are granted access to the Software, Products and ASP Services twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year, subject to regularly scheduled maintenance and required repairs. The terms and conditions of the Supplement and this Master Agreement will apply to any Enhancements or additional Software Licensee may procure from Licensor permitted they are not licensed under the terms of another agreement between the parties. It is understood that the license/hosting term shall commence upon execution of the appropriate Supplement and upon the date of the Licensee's acceptance of the ASP services as specified herein.

9.2 Licensor will provide Licensee storage space on, and access to Licensor's Software via the Internet and provide Internet access to the Software through Licensor's site ("ASP Services").

9.3 In connection with the ASP Services, Licensor will provide and maintain all Software and hardware, including, but not limited to, the server hardware and software, telecommunications hardware and software, security hardware and software and other software that is reasonably necessary to operate and maintain the Software.

9.4 In connection with the ASP Services, it is understood that the Software will be accessible at least 99% of the time, twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of the ASP Services due to causes beyond the control of Licensor. Inaccessibility is a condition in which there is unavailability

of the hosted Software due to hardware failure or sustained packet loss in excess of fifty percent (50%) within the Licensor hosting facilities for at least fifteen (15) consecutive minutes due to a failure of Licensor to provide ASP Services during such period; unavailability does not include packet loss or network unavailability due to scheduled maintenance, or inability of a user to connect with the ASP Services due to Internet or telecommunications problems outside the control of Licensor. In order to receive any service credit, Licensee must notify Licensor within seven (7) days from the time Licensee becomes eligible to receive a service credit. Failure to comply with this requirement will forfeit Licensee's right to receive a service credit. The aggregate maximum number of service credits to be issued by Licensor to Licensee for any and all downtime periods and performance problems during any given calendar month shall not exceed one (1) month of service. Service credits are issued as followed:

<u>Length of Unavailability</u>	<u>Service Credit</u>
1 to 4 hours of continuous unavailability below 99%	1 day of service fees credited (i.e., 1/30 monthly fees)
4 to 48 hours of continuous unavailability below 99%	2 days of services fees credited (i.e., 1/15* monthly fees)
48 to 96 hours of continuous unavailability below 99%	5 days of service fees credited (i.e., 1/6 * monthly fees)

*Each block of ninety-six (96) hours of continuous unavailability thereafter shall be credited five (5) days of service fees.

*All Service Credit shall be applied to the next period's ASP fees.

9.5 Licensor shall provide the Licensee with its standard managed firewall service, which enables secure delivery of Licensor's application services using fully redundant hardware-based firewalls. Licensor's managed firewall service will be available twenty-four (24) hours a day, seven (7) days a week.

9.6 The use of the Software by Licensee's Active Users will be governed solely by the terms and conditions of this Master Agreement.

9.7 Licensee acknowledges that the Software shall remain the exclusive property of Licensor. Licensee agrees that except as noted herein, it will not otherwise copy, translate, modify, adapt, decompile, disassemble or reverse engineer any of the Software or otherwise attempt to obtain or perceive the source code from which the Software is compiled or interpreted, and Licensee hereby acknowledges that unless otherwise indicated within this Master Agreement, nothing in this Master Agreement shall be construed to grant Licensee any right to obtain or use such source code, without the prior written consent of Licensor.

9.8 Licensee agrees not to use the Software for any purposes beyond the scope of the license granted in Article 9. Without limiting the foregoing, except as expressly contemplated in this Master Agreement or as otherwise agreed in writing between the parties, Licensee shall not (a) 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 Licensor; (b) modify the Software or create any derivative product of the Software, except with the prior written consent of Licensor, provided that the foregoing shall not be construed to prohibit Licensee from configuring the Software to the extent

permitted by the Software's standard user interface; (c) sublicense, assign, sell, lease or otherwise transfer or convey, or pledge as security or otherwise encumber, Licensee's rights under the license granted in Article 9; or (d) use the Software 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. Licensee will not obscure, remove or alter any of the trademarks, trade names, logos, patent or copyright notices or markings to the Software, nor will Licensee add any other notices or markings to the Software or any portion thereof. Licensee shall not use the Software except in compliance with Licensor's obligations to any third party incurred prior to the Effective Date, provided that Licensor has notified Licensee of such obligation. Licensee 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. It is understood that Authorized End Users are required to comply with the provisions of this Master Agreement in all respects, including, without limitation, the restrictions set forth in this Article 9.

9.9 Licensee acknowledges that certain Licensor Software contains an "Auto Report" feature, which provides to Licensor aggregate usage statistics regarding the Software. Licensor represents and warrants that the Auto Report feature does not report individually identifiable use information to Licensor or any third party. Licensee 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.

ARTICLE 10 APPLICATION SERVICE PROVIDER ("ASP") SERVICES

The terms set forth in this Article describe the general terms by which Licensee may purchase ASP Services from Licensor as set forth in a Supplement. The specific terms related to the purchase of ASP Services will be described in the pertinent Supplement.

10.1 The Licensor agrees to provide Licensee an ASP based learning management system and Services required to provide, host and maintain a web based application for Licensee as described in RFP No. 3452, the Licensor's Proposal, as accepted by Licensee, in response thereto, and this Master Agreement. While the scope of work for any project will be defined by the contract documents set forth herein in the article titled "Entire Agreement", a summary of such work is outlined herein.

10.2 The Licensor acknowledges that the Licensee intends to be actively involved in the day-to-day progress of the project. The Licensor agrees to (a) obtain Licensee's approval of all tasks and the time schedule for completion of said tasks prior to commencing performance, if not already contained in the approved project work plan; (b) make available to the State project team members all project work papers and work-in-progress for review; (c) ensure that the Licensor's Project Manager works closely together with the Licensee's Project Manager, (d) meet with Licensee on a regular basis at a mutually agreeable time, and as otherwise requested by the Licensee, to discuss the status of the project, and (e) if required by Licensee, submit written project status reports.

10.3 Unless otherwise agreed to in a Supplement, in each instance in which Licensor is providing

Licensee with Services, Lessor and Licensee will develop a project plan that identifies each party's responsibilities for such Services. Once this mutually agreed upon project work plan, which will identify specific time frames and deliverable target dates for the project, has been developed, it will be incorporated into and made a part of the pertinent Supplement. The dates in the project work plan will define the agreed upon period of performance. The parties acknowledge that the project work plan will evolve and change from time to time upon the mutual written agreement of Lessor and Licensee. The parties agree that the deliverables and schedule set forth in the latest version of the project work plan will take precedence over any prior plans.

10.4 Lessor will serve as an Application Server Provider ("ASP") for Licensee and those Active Users using the learning management system. Lessor will provide Licensee adequate storage space on, and access to Lessor's Software that Licensee is authorized to use from Lessor's ASP network for the purpose of making the Licensee's Content accessible to the Active Users via the Internet. Each individual Licensee shall have access to and shall own only their individual data stored on the system. Lessor shall be responsible for the following:

A. Lessor represents that the Software shall satisfy the accessibility requirements of section 508 if the Rehabilitation Act of 1973, as amended (29 U.S.C., section 794d), and its implementing regulations set forth at 36 Code of Federal Regulations part 1194. Lessor agrees to promptly respond to any complaint regarding accessibility of the Software which is brought to its attention, and shall handle its response to such complaint in accordance with the warranty provisions of this Master Agreement;

B. Ensuring that the site is password protected and accessible through its own top-level domain name;

C. Providing Dual T1 or greater connectivity;

D. Providing security for the web site in compliance with RFP No. 3452 and Lessor's proposal as accepted by Licensee in response thereto, that is agreeable to Licensee, with Lessor responsible for all necessary equipment and software related to security;

E. Maintaining the accessibility of the site twenty four (24) hours a day, seven (7) days a week at an uptime rate of 99% or greater subject to the limitations set forth in Article 9.4 of this Master Agreement;

F. Completing daily backups of the site as mutually agreed upon by Lessor and Licensee;

G. Except for installing emergency fixes and patches, for which reasonable advance notice will be provided, notifying Licensee at least three (3) working days prior to any anticipated service interruption;

H. Proposing and adhering to a standard disaster recovery plan which only guarantees that in the case of a disaster, Licensee will have backup of data available for retrieval at no additional cost to Licensee. In the event Licensee requires a disaster recovery site, Lessor will provide such service at Lessor's then current pricing;

I. Maintaining the confidentiality of the data;

J. Providing Licensee access to all of the technical information concerning operation of the site, including but not limited to server specifications, Internet connection information, personnel

requirements and software implementations;

K. Identifying any commercially available software, by vendor and version number, integrated into the Products and describing the particular functionality of any software that is proprietary to the Lessor;

L. Providing, in the event the Supplement is terminated due to Lessor's breach, Lessor shall, within forty-five (45) calendar days of the effective date of termination, reimburse Licensee a pro-rata refund of the un-used annual amount paid by Licensee for the ASP Services;

M. Offering, in the event the Supplement is terminated due to reasons other than Licensee's breach, a term license to Licensee, for which a mutually agreed upon reasonable fee would be paid, to permit continued use of any Lessor proprietary Software until a substitute can be implemented by the Licensee;

N. Maintaining the host site;

O. Providing redundant internet connections;

P. Providing FTP and remote configuration access;

Q. Providing SSL secure server support;

R. Providing quarterly reports containing line utilization, network usage, site availability statistics, security analysis, security scan results, and System performance data to Licensee, and

S. Ensuring that all Content and data provided by Licensee and collected by the Software shall remain the property of the Licensee. Ensuring that upon termination or expiration of the Supplement that transition of the Content from the Lessor to Licensee or to a successor host will be accomplished at no expense to Licensee. Upon the termination or expiration of the Supplement, Lessor shall provide such data in its possession to Licensee pursuant to a mutually agreed upon release schedule.

10.5 If Lessor creates any revisions to or upgrades of the system, Lessor shall provide Licensee thirty (30) days written notification of such revision or upgrade, and shall, upon request of Licensee, furnish such revision or upgrade to Licensee as part of the ASP fees.

10.6 General Usage Limitations. Licensee acknowledges that use and operation of the hosted Software by Licensee and/or any Authorized End User is subject to the terms of this Master Agreement. Notwithstanding the Master Agreement, for so long as the Supplement remains in effect, Licensee may not install, host or operate the hosted Software, nor may Licensee or its Authorized End Users otherwise use the hosted Software, except as hosted and made available by Lessor under this Master Agreement. In the event that Licensee has installed the hosted Software upon any computer server(s) prior to the Supplement's effective date, Licensee agrees promptly to remove the hosted Software from such computer server(s). Licensee 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 upon the mutual written agreement of the parties. Licensee shall refrain from, and shall request that Authorized End Users refrain from, using the ASP Services in a manner that is libelous, defamatory, obscene, infringing or illegal, or otherwise abusing the ASP Services or the resources available through the ASP Services. Licensee warrants that the Authorized End Users are required to comply with the

provisions of this Master Agreement in all respects.

10.7 Licensee Content. Licensee represents and warrants that (i) Licensee owns or has sufficient rights in and to the Licensee Content, including, without limitation, personal, educational and financial information contained within the Licensee Content, in order to use, and permit use of, the Licensee Content as contemplated in this Master Agreement and to grant the license granted herein; and (ii) the Licensee Content does not and shall not contain any content, materials, advertising or services that infringe on or violate any applicable law, regulation or right of a third party. Licensee also acknowledges that Licensee Content may be stored on servers located within the United States or accessed by Lessor's support or ASP personnel in the United States, and hereby authorizes such access and storage. Lessor only provides access to the hosted Software; Lessor does not operate or control the information, services, opinions or other content of the Internet. Lessor does not monitor and shall have no liability or responsibility whatsoever for the Licensee Content of any transmissions or communications transmitted or otherwise disseminated via the hosted Software. Licensee agrees that it shall make no claim whatsoever against Lessor relating to the Licensee Content or content of the Internet or respecting any information, product, service or software ordered through or provided via the Internet.

ARTICLE 11 WARRANTIES

11.1 Lessor represents and warrants that it has the right to license the Products provided under this Master Agreement.

11.2 Lessor represents and warrants that the Products provided by Lessor shall meet or exceed the minimum specifications set forth in the RFP and Lessor's Proposal in response thereto.

11.3 Lessor represents and warrants that all work performed hereunder, including delivery of ASP Services and training, shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Master Agreement. For any breach of this warranty regarding training, the Lessor shall perform the training again, at no cost to the Licensee. The parties further agree that a Statement of Work shall be executed prior to performance of any consulting services by Lessor.

11.4 Lessor represents and warrants that Lessor will not, under any circumstances including enforcement of a valid contract right take any step which would in any manner interfere with Licensee's licensed use of the Software or Enhancements and/or which would restrict Licensee from accessing its data files or in any way interfere with the transactions of Licensee's business.

11.5 In addition, Lessor represents and warrants that neither the Software nor Enhancements delivered to Licensee contain a computer virus. For purposes of this provision, a computer virus shall be defined as code intentionally inserted in the Software or Enhancements that will damage or destroy Licensee's applications or data. For any breach of this warranty, Lessor at its expense shall, within five (5) working days after receipt of notification of the breach, deliver Products to Licensee

that are free of any virus.

11.6 Licensor represents and warrants that the Software will operate free from defects for a period of ninety (90) days after installation and will provide Licensee complete functionality necessary for the operation of the system as stated in the RFP and the Licensor's Proposal in response thereto. Licensor's obligations pursuant to this warranty shall include, but are not limited to, the repair of all defects or the replacement of the Software at the expense of Licensor. In the event Licensor is unable to repair or replace the Software within ten (10) working days after receipt of notice of the defect, Licensee shall be entitled to a full refund of fees paid and shall have the right to terminate this Master Agreement in whole or in part. Licensee's rights hereunder are in addition to any other rights Licensee may have.

ARTICLE 12 INFRINGEMENT INDEMNIFICATION

12.1 Licensor represents and warrants that neither the Products, their elements nor the use thereof violates or infringes on any copyright, patent, trade secret or other proprietary right of any person or entity. Licensor, at its own expense, shall defend or settle any and all infringement actions filed against Licensor or Licensee which involve the Products provided under this Master Agreement and shall pay all costs, attorney fees, settlements, damages and judgments finally awarded against Licensee, provided that: (i) Licensee promptly notifies Licensor in writing of any such claim of which it has knowledge; (ii) Licensor has, to the extent authorized by Mississippi law, sole control of the defense of any actions and negotiations related to the defense or settlement of any such claim, and (iii) Licensee cooperates in the defense of the claim by supplying Licensor all relevant information currently available and in its possession, all at Licensor's expense.

12.2 If Licensor believes that the Products are or will become the subject of an infringement claim, or in the event that use of the Products is enjoined, Licensor, at its own expense shall: (a) procure for Licensee the right to continue using the Products, or upon failing to procure such right; (b) modify or replace the Products to make them non-infringing while maintaining substantially similar software functionality or data/informational content, or upon failing to secure either such right, (c) request Licensee to return the infringing items to Licensor and Licensor shall refund the fees previously paid by Licensee for the Products that the Licensee may no longer use. Said refund shall be paid within ten (10) working days of notice to Licensee to discontinue said use.

ARTICLE 13 EMPLOYMENT STATUS

13.1 Licensor shall, during the entire term of this Master Agreement, be construed to be an independent contractor. Nothing in this Master Agreement is intended to nor shall it be construed to create an employer-employee relationship, partnership, agency, or joint venture relationship.

13.2 Licensor represents that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the required duties identified in a Supplement. Such personnel shall not be deemed in any way directly or indirectly, expressly or by implication, to be employees of Licensee. Licensor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social

security, unemployment compensation and any other withholdings that may be required. Neither Lessor nor employees of Lessor are entitled to state retirement or leave benefits.

13.3 Any person assigned by Lessor to perform the services hereunder shall be the employee of Lessor, who shall have the sole right to hire and discharge its employee. Licensee may, however, direct Lessor to replace any of its employees performing services under this Master Agreement.

ARTICLE 14 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Lessor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Licensee location. Any Lessor employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of Licensee's staff and/or student body, will be asked to leave the premises and may be suspended from further work on the premises. All Lessor employees and subcontractors who will be working at such locations to install or repair Products shall be covered by Lessor's comprehensive general liability insurance policy.

ARTICLE 15 CHANGE ORDER RATE AND PROCEDURE

15.1 It is understood that the parties may, at any time by a mutually agreed upon written order, make changes in the scope of the project that is the subject of a Supplement.

15.2 Lessor shall have no obligation to proceed with any change that has a price or schedule effect until the parties have mutually agreed in writing thereto. Neither the Licensee nor Lessor shall be obligated to execute such a change order; and if no such change order is executed, Lessor shall not be obliged or authorized to perform services beyond the scope of the Supplement and the contract documents. All executed change orders shall be incorporated into previously defined deliverables.

15.3 With respect to any change orders issued in accordance with this Article, Lessor shall be compensated for work performed under a change order in accordance with the hourly change order rates specified in the Supplement. If there is a service that is not defined in the change order rates, Lessor and the Licensee will negotiate the rate. Unless agreed to otherwise in a Supplement, the parties agree that each change order rate shall be a "fully loaded rate", that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by Lessor in the performance of the change order. Lessor shall invoice the Licensee on a time and material basis for all work documented in the change order.

15.4 Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work. The price of the work to be performed under any change order will be determined based upon the change order rate. The project work plan will be revised as necessary.

15.5 Lessor will include in the progress reports delivered pursuant to the project, the status of work performed under all then current change orders.

15.6 In the event Lessor and the Licensee enter into a change order which increases or decreases the time required for the performance of any part of the work under the project, Lessor shall submit to the Licensee a revised version of the project work plan, clearly indicating all changes, at least five (5) working days prior to implementing any such changes.

ARTICLE 16 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

16.1 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Lessor represents all contractors, third parties, and/or subcontractors Lessor has assembled for any given Licensee project. The Licensee is only required to negotiate with Lessor, as Lessor's commitments are binding on all proposed contractors, third parties, and subcontractors.

16.2 Neither Licensee nor Lessor may assign or otherwise transfer the Supplement and this Master Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. The Supplement and this Master Agreement shall be binding upon the parties' respective successors and assigns.

16.3 Lessor must obtain the written approval of the State before subcontracting any portion of the Supplement and this Master Agreement. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Licensee in addition to the total fixed price agreed upon in the Supplement. All subcontracts shall incorporate the terms of the applicable Supplement and this Master Agreement and shall be subject to the terms and conditions of same and to any conditions of approval that Licensee may deem necessary.

16.4 Lessor represents and warrants that any subcontract agreement Lessor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Licensee, and that the subcontractor acknowledges that no privity of contract exists between the Licensee and the subcontractor and that Lessor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with Lessor. Lessor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Lessor's failure to pay any and all amounts due by Lessor to any subcontractor, materialman, laborer or the like.

16.5 All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between Lessor and the Licensee, where such dispute affects the subcontract.

ARTICLE 17 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Licensee to proceed under this Master Agreement and the Supplement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the fulfillment of this Master Agreement and the Supplement are, at any time, not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Licensee for the payments or performance due under this Master Agreement, Licensee shall have the right to immediately terminate the Supplement and this Master Agreement as to itself only, without damage, penalty, cost or expense to Licensee of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Licensee shall have the sole right to determine whether funds are available for the payments or performances due under the Supplement and this Master Agreement. In the event of termination due to unavailability of funds, Licenser shall be entitled to receive just and equitable compensation for work completed by Licenser in connection with this Master Agreement and accepted by Licensee prior to the date of receipt of notification of termination.

ARTICLE 18 TERMINATION

18.1 Termination Upon Mutual Agreement: A Supplement may be terminated in whole or in part upon the mutual written agreement of Licenser and the Licensee.

18.2 Termination Due To Bankruptcy: Without prejudice to any other available remedies, either Licenser or Licensee may terminate a Supplement and this Master Agreement immediately upon written notice if (a) the other party becomes insolvent, files for relief under any bankruptcy law, or makes an arrangement with 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 (b) 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.

18.3 Termination Other Than For Cause: A Licensee may terminate a Supplement and this Master Agreement as to itself only, in whole or in part and without the assessment of penalties, for any reason by giving thirty (30) calendar days written notice specifying the effective date thereof to Licenser.

18.4 Termination For Cause: If either party fails to comply with the terms and conditions of the Supplement or this Master Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate the Supplement and this Master Agreement solely as between those two parties. The non-defaulting party may also pursue any remedy available to it in law or in equity.

18.5 Termination of Master Agreement: ITS may terminate this Master Agreement without the assessment of penalties for any reason after giving thirty (30) calendar days written

notice specifying the effective date thereof to Licensor but any Supplement entered into prior to the termination date of this Master Agreement shall survive the termination of the Master Agreement. The terms of this Master Agreement shall survive its termination/expiration with respect to any unexpired Supplements.

18.6 Pro-Rated Refund Of Unexpended Fees: Upon termination of a Supplement, Licensor shall refund any and all applicable unexpended pro-rated license fees and if applicable, maintenance/service fees previously paid by the Licensee.

ARTICLE 19 GOVERNING LAW

This Master Agreement and each Supplement shall be construed and governed in accordance with the laws of the State of Mississippi. Licensor expressly agrees that under no circumstances shall Licensee or ITS be obligated to pay an attorneys fee, prejudgment interest or the cost of legal action to Licensor. Further, nothing in this Master Agreement shall affect any statutory rights Licensor and Licensee may have that cannot be waived or limited by contract.

ARTICLE 20 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Master Agreement. A waiver by the State to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

ARTICLE 21 SEVERABILITY

If any term or provision of a Supplement or this Master Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of the Supplement or this Master Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the Licensee's purpose for entering into the Supplement can be fully achieved by the remaining portions of the Supplement that have not been severed.

ARTICLE 22 CAPTIONS

The captions or headings in this Master Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Master Agreement.

ARTICLE 23 HOLD HARMLESS

To the fullest extent allowed by law, Licensor shall indemnify, defend, save and hold harmless, protect and exonerate Licensee, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Licensor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform the Supplement and this Master Agreement.

ARTICLE 24 THIRD PARTY ACTION NOTIFICATION

Licensor shall give Licensee prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Licensor by any entity that may result in litigation related in any way to the Supplement or this Master Agreement, and/or which may affect Licensor's performance under the Supplement and this Master Agreement.

ARTICLE 25 AUTHORITY TO CONTRACT

Licensor warrants that it is a validly organized business with valid authority to enter into this Master Agreement; that entry into and performance under this Master Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Master Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under a Supplement and this Master Agreement.

ARTICLE 26 NOTICE

Any notice required or permitted to be given under this Master Agreement shall be in writing and personally delivered or sent by facsimile provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at their usual business address. ITS' address for notice is: Mr. David L. Litchliter, Executive Director, Mississippi Department of Information Technology Services, 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201. Licensor's address for notice is: Ms. Teresa Frazier, Vice President, Blackboard Inc., 1899 L Street, NW, Suite 500, Washington, DC 20036. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address or points of contact.

ARTICLE 27 RECORD RETENTION AND ACCESS TO RECORDS

Licensor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Master Agreement and the Supplement. The Licensee, ITS, any state or federal agency authorized to audit Licensee, and/or any of their duly authorized representatives, accountants or attorneys, shall, at their expense and upon prior reasonable notice to Licensor, have access to any of Licensor's books, documents, papers and/or records that are pertinent to the Supplement and this Master Agreement to make audits, examinations, excerpts and transcriptions at Licensor's office where such records are kept during Licensor's normal business hours. All records relating to this Master Agreement and the Supplement shall be retained by Licensor for three (3) years from the date of receipt of final payment under this Master Agreement and the Supplement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 28 INSURANCE

Licensor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Licensor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Licensor will, upon request, furnish Licensee with a certificate of conformity providing the aforesaid coverage.

ARTICLE 29 DISPUTES

Should disputes arise with respect to a Supplement or this Master Agreement, Licensor and Licensee agree to act immediately to resolve such disputes. With the exception of disputes related to payment and/or breach of confidentiality and/or intellectual property, Licensor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Supplement and/or this Master Agreement. Should Licensor fail to continue without delay to perform its responsibilities under the Supplement and/or this Master Agreement in the accomplishment of all work, any additional costs incurred by Licensor or Licensee as a result of such failure to proceed shall be borne by Licensor and Licensor shall make no claim against Licensee for such costs.

ARTICLE 30 COMPLIANCE WITH LAWS

Licensor shall comply with, and all activities under a Supplement and this Master Agreement shall be subject to all Licensee policies and procedures of which Licensor has knowledge, and all applicable federal, state and local laws and regulations as now existing and as may be amended or modified. Specifically, but not limited to, Licensor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of the Supplement and this Master Agreement because of race, creed, color, sex, age, national origin or disability.

ARTICLE 31 CONFLICT OF INTEREST

Licensor shall notify Licensee of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to Licensee's satisfaction, Licensee reserves the right to terminate the Supplement and this Master Agreement as to itself only.

ARTICLE 32 SOVEREIGN IMMUNITY

By entering into this Master Agreement with Licensor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 33 CONFIDENTIAL INFORMATION

33.1 Licensor shall treat all Licensee data and information to which it has access by its performance under the Supplement and this Master Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Licensee. In the event that Licensor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Licensor shall promptly inform Licensee and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of the Supplement or this Master Agreement and shall continue in full force and effect and shall be binding upon the Licensor and its agents, employees, successors, assigns, subcontractors or any party or

entity claiming an interest in the Supplement or this Master Agreement on behalf of, or under the rights of the Licensor following any termination or completion of the Supplement or this Master Agreement.

33.2 It is understood by Licensor that copies of this executed Master Agreement may be distributed to the governmental agencies, governing authorities, and educational institutions of the State of Mississippi.

ARTICLE 34 EFFECT OF SIGNATURE

Each person signing a Supplement or this Master Agreement represents that he or she has read the Supplement and this Master Agreement in its entirety, understands its terms, is duly authorized to execute the Supplement or this Master Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, the Supplement and this Master Agreement shall not be construed or interpreted in favor of or against the State or the Licensor on the basis of draftsmanship or preparation hereof.

ARTICLE 35 STATE PROPERTY

Licensor shall be responsible for the proper custody of any Licensee-owned property furnished for Licensor's use in connection with work performed pursuant to any Supplement. Licensor shall reimburse the Licensee for any loss or damage, normal wear and tear excepted.

ARTICLE 36 NEWS RELEASES

News releases pertaining to a Supplement or this Master Agreement or the products, study, data, or project to which it relates will not be made without the State's prior written approval, which shall not be unreasonably withheld, and then only in accordance with the explicit written instructions from the State.

ARTICLE 37 SURVIVAL

Articles 11, 12, 19, 23, 27, 32, 33, 40, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of the Supplement or this Master Agreement.

ARTICLE 38 ENTIRE AGREEMENT

38.1 This Master Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto, including all terms of any unsigned or "shrink-wrap" license included in any package, media or electronic version of Licensor-furnished Software, or any "click-wrap" or "browse-wrap" license presenting in connection with a purchase via the internet. The Supplement, RFP No. 3452, and Licensor's Proposal submitted in response thereto are hereby incorporated into and made a part of this Master Agreement as far as the individual Licensee is concerned.

38.2 The Master Agreement made by and between the parties hereto shall consist of, and

precedence is hereby established by the order of the following:

- A. This Master Agreement signed by Licensor and ITS;
- B. Any Exhibits attached to this Master Agreement;
- C. The Supplement(s) signed by Licensor, ITS and Licensee, as applicable;
- D. RFP No. 3452 and all written clarifications/addenda, and
- E. Licensor's Proposal, as accepted by ITS, in response to RFP No. 3452.

38.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by Licensor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Master Agreement") and the lowest document is listed last ("E. Licensor's Proposal").

ARTICLE 39 DEBARMENT AND SUSPENSION CERTIFICATION

Licensor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Master Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Master Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

ARTICLE 40 NON-SOLICITATION OF EMPLOYEES

Both Licensor and Licensee agree not to employ or to solicit for employment, directly or indirectly, any of the other party's employees until at least one (1) year after the expiration/termination of the Supplement unless mutually agreed to the contrary in writing by the Licensee and Licensor and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government. This Article is not intended to prevent either party from employing an individual who responds to a public notice or who approaches the hiring party on his/her initiative to seek employment.

ARTICLE 41 NETWORK SECURITY

Licensor and Licensee understand and agree that the State of Mississippi's Enterprise Security Policy mandates that all remote access to and/or from the State network must be accomplished via a Virtual Private Network (VPN). If remote access is required at any time during the life of this Master Agreement, Licensor and Licensee agree to implement/maintain a VPN for this connectivity. This required VPN must be IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device (i.e. VPN concentrator, PIX firewall, etc.) on the State's premises. Licensor agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate the specified VPN on Licensor's premises. The parties further understand and agree that the State protocol standard and architecture are based on industry-standard security protocols and manufacturer engaged at the time of contract execution. The State reserves the right to introduce a new protocol and architecture standard and require Licensor to comply with same, in the event the industry introduces a more secure, robust protocol to replace IPSec/ESP and/or there is a change in the manufacturer engaged.

ARTICLE 42 SOFTWARE SUPPORT

42.1 Telephone Product Support. Licensee is eligible to receive Product Support (as defined below) in English from Licensor. Licensee may designate up to two (2) of its personnel for purposes of receiving Product Support ("Technical Contacts"), and Licensee may designate substitute personnel to be Technical Contacts by providing written notice to Licensor (provided that not more than two (2) persons may be designated as Technical Contacts at any particular time). Provided that Licensee remains in compliance with Licensor's minimum configuration requirements, Licensee's Technical Contacts may contact Licensor, via the web or telephone at the telephone number provided by Licensor from time to time, for purposes of receiving Product Support. The term "Product Support" means the provision of advice and responses by Licensor's personnel to inquiries from Licensee's then-current Technical Contacts related to installation, configuration and use of the Software. Product Support will be made available in English only twenty-four (24) hours a day, seven (7) days a week, 365 days a year, excluding the US Federal public holidays of New Years Day, Martin Luther King Day, Presidents' Day, Memorial Day, July 4, Labor Day, Thanksgiving and Christmas. For the Learning System Basic Edition License, product Support will be made available in English Monday through Friday, 8:00 A.M. to 5:00 P.M. (Central Time), excluding US Federal public holidays. Unless otherwise specified by Licensor, Product Support is available by calling 1-888-788-5264. In addition to the foregoing support services, Licensor may make representatives available for onsite support, at its sole discretion, at Licensor's then prevailing rates. Any calls for Product Support received between 5:00 P.M. and 8:00 A.M. will be queued up for response the following business day in the order in which they were received.

42.2 Support Limitations. Licensor shall provide Product Support only with respect to the then-current generally available version of the Software and the two (2) most recent previously issued Updates of the Software. Licensee acknowledges that Licensor has no obligation under this Master Agreement to provide Product Support or other support services with respect to (a) any third-party software not incorporated into the Software and its use with the Software; (b) the use of any

third-party software provided under this Master Agreement other than with the Software; (c) any Software Error or problems relating to the Software resulting directly from (i) use of the Software other than strictly according to the terms of this Master Agreement, including, without limitation, human error; (ii) unauthorized modification of the Software by Licensee or any third party; or (iii) any combination or integration of the Software with hardware, software and/or technology not provided by Licensor, or problems arising from Licensee's hardware and cabling power or environmental conditions. Support is not available from Licensor in languages other than English.

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42.3 Error Resolution. In the event that Licensor determines, in its good faith discretion, that any request for Product Support by Licensee's then-current Technical Contacts arises from a verifiable Software Error, Licensor will classify such Software Error according to the appropriate Severity Code, as determined by reference to the categories listed in the table below, and will use its best efforts to correct the relevant Software Error according to the relevant Error Resolution Protocol set forth for each such category. Upon request of Licensee, Licensor shall notify Licensee of the Severity Code assigned to the Software Error and shall keep Licensee informed of the status of same. Notwithstanding the foregoing, Licensee acknowledges that no warranty is made regarding any such Error Response Protocol with respect to all or any Software Errors. Licensee further acknowledges that Severity Code 1, 2, and 3 Software Errors will take priority over requests for Product Support not arising from Software Errors.

Severity Code	Description/Examples	Response Protocol
1	Software is not functioning. Some examples of Severity Code 1 Software Errors are as follows: (i) Software is down and will not restart; (ii) Software is not able to communicate with external systems; and (iii) Software is generating a data corruption condition.	Blackboard will use its best efforts to resolve Severity Code 1 Software Error reports on a twenty-four (24) hour basis.* When a Severity Code 1 Software Error is reported, Blackboard will assign resources necessary to correct the Software Error. If access to the Software is required, Licensee will provide a contact available to Blackboard and access to Licensee's system and other software for the duration of the error correction procedures.
2	Software is running but Licensee is unable to use major portions of the Software. Some examples of Severity Code 2 Software Errors are as follows: (i) intermittent Software Error and (ii) major functional component is unavailable.	Severity Code 1 Software Errors will take priority over Severity Code 2 Software Errors. Blackboard will assign appropriate technical resources to Severity Code 2 Software Errors and resolve the Severity Code 2 Software Errors as long as there are no Severity Code 1 Software Errors awaiting resolution. In case Severity Code 1 Software Errors are awaiting resolution, Blackboard will resolve the Severity Code 2 Software Errors within 24 hours of the Severity Code 1 Software Error being resolved.
3	Software is operating close to normal but there is a non-critical Software Error.	Blackboard will research Severity Code 3 Software Errors after Severity Code 1 and Severity Code 2 Software Errors. Blackboard may correct Severity Code 3 Software Errors

		in the next scheduled Upgrade or Update or make corrections available to Licensee on Blackboard's Web site. Blackboard will assign appropriate technical resources to Severity Code 3 Software Errors as long as there are no Severity Code 1 and 2 Software Errors awaiting resolution.
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* In order to determine Severity Codes and comply with the response times indicated herein, Blackboard will use its best efforts to verify and replicate the relevant Software Errors within 2 hours.

42.4 Maintenance. From time to time Lessor may, in its discretion, develop Application Packs, Corrections, Updates or Upgrades to the Software. Provided that Licensee has paid to Lessor all fees and other amounts due and payable under the Supplement, Lessor will, during the period while the Supplement remains in effect, make available to Licensee such Application Packs, Corrections, Updates and/or Upgrades, if and when developed, at no additional cost. Any such Application Packs, Corrections, Updates and/or Upgrades shall, if and when provided or made available, be deemed to constitute part of the Software and shall be subject to all terms and provisions set forth in this Master Agreement, otherwise applicable to the Software, including, without limitation, terms and provisions related to licenses, use restrictions and ownership of the Software.

42.5 Additional Services. Any time or expense incurred by Lessor in diagnosing or fixing problems that are not caused by the Software or are not covered by the support services are billable to Licensee at Lessor's then-existing services rates, with a one-hour minimum charge per call.

ARTICLE 43 LIABILITY ISSUES

Unless jointly agreed otherwise in writing, Lessor's liability shall not exceed the total amount paid by Licensee to Lessor under the applicable Supplement. In no event will Lessor be liable to Licensee for any indirect, special, incidental or consequential damages including lost profits, lost savings or lost revenues of any kind unless Lessor was advised of the possibility of such loss or damage. Excluded from the liability limitation in this article are claims related to infringement issues addressed in Article 12 herein; bodily injury; death; physical damage to tangible personal property and real property, and the intentional and willful or gross negligent acts of Lessor. The limitation of liability language contained herein will apply to Licensee to the extent it is permitted and not prohibited by the laws or Constitution of the State of Mississippi.

ARTICLE 44 BLACKBOARD ON-SITE TRAINING SERVICES

44.1 Lessor, upon request of Licensee, shall provide on-site training services to Licensee. To request or schedule a training event for Licensee, Licensee shall contact its Lessor Account Manager, who will be designated upon execution of the Supplement. Events are typically scheduled three (3) to six (6) weeks in advance.

44.2 Hands-on class size is restricted to a maximum of fifteen (15) Authorized End Users to maintain an effective instructor-student ratio. Extra students may require an additional materials, instructor fee, or additional days. Large groups may request presentation learning instead of the hands-on classroom format. Training events are only for Licensee's on-campus, internal use. Training events may not be video recorded.

44.3 Each class is structured as a hands-on/active training seminar held in a computer classroom unless otherwise agreed. To insure the best learning experience, Licensee must provide:

- (a) a computer lab containing one (1) computer for each student. Each computer must have at least 233 MHz processors and 64 MB or RAM and monitors capable of at least 1024x768 resolution;
- (b) a high bandwidth Internet connection from each computer;
- (c) Microsoft Internet Explorer 5.5 or later OR Netscape 4.7 or later installed on each computer;
- (d) Recommended: Microsoft Office, Adobe Acrobat Reader, Windows Media Player, QuickTime and/or RealPlayer;
- (e) a video projection device capable of 1024x768 resolution attached to a "lead" computer, and
- (f) access to the locally installed version of Blackboard software or a Blackboard ASP installation.

44.4 All Blackboard Training on-site workshops purchased pursuant to this Master Agreement must be used within one (1) year of the execution of the appropriate Supplement.

ARTICLE 45 BLACKBOARD ON-LINE TRAINING SERVICES

45.1 Licensor, upon request of Licensee, shall provide on-line training services to Licensee. To request enrollment in an on-line training course for Licensee, Licensee shall contact its Blackboard Account Manager, who will be designated upon execution of the Supplement. On-line courses typically begin on the first Monday of each month.

45.2 On-line training class sizes are restricted to a maximum of twenty-five (25) Authorized End Users to maintain an effective instructor-student ratio.

45.3 While there are no course prerequisites for enrollment, each participant must possess basic Web navigation and file management skills, internet access, and an email address. Students in on-line training courses should expect to spend three (3) to six (6) hours per week reading assignments, completing exercises, and participating in Discussion Board forums. The Licensee must provide the name(s) and email addresses of each participant in advance of the course start date.

45.4 All Blackboard Training on-line workshops purchased pursuant to this Master Agreement must be used within one (1) year of the execution of the appropriate Supplement.

ARTICLE 46 BLACKBOARD REGIONAL TRAINING EVENTS

46.1 Regional training events are held at Licensor offices in Washington, DC and Phoenix, Arizona, or other locations as advertised.

46.2 The class size for regional training events is capped at twenty (20) Authorized End Users to maintain an effective instructor-student ratio.

46.3 All Blackboard training on-site workshops, on-line training courses, and/or regional event seats purchased pursuant to this Master Agreement must be used within one (1) year of the execution of the appropriate Supplement.

ARTICLE 47 FEES FOR BLACKBOARD TRAINING SERVICES STAFF

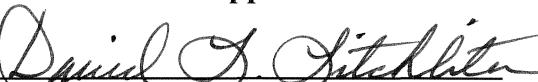
Upon completion of the appropriate Supplement and in consideration for the services provided in the Supplement, Licensor shall invoice Licensee who shall make payments in accordance with Article 7 herein. The travel expenses shall not exceed the daily amounts allowed by the Mississippi Department of Finance and Administration. All travel expenses must be pre-approved by Licensee. Except as provided above, each party will be responsible for its own expenses incurred in rendering performance under any Supplement including the cost of facilities, work space, computers and computer time, personnel, supplies and the like, except that Licensee shall be responsible for supplying facilities for the training services if Licensor conducts training services at a site other than Licensor's facilities.

ARTICLE 48 SECURITY

While on Licensee's premises, Licensor's employees and subcontractors will comply with all reasonable security practices and procedures generally prescribed by Licensee.

For the faithful performance of the terms of this Master Agreement, the parties have caused this Master Agreement to be executed by their undersigned representatives.

**State of Mississippi, Department of
Information Technology Services, on
behalf of the Agencies and Institutions
of the State of Mississippi**

By: 
Authorized Signature

Printed Name: David L. Litchliter

Title: Executive Director

Date: 4-20-06

Blackboard Inc.

By: 
Authorized Signature

Printed Name: Tess Frazier

Title: Vice President

Date: 19 April 2006

EXHIBIT A

Product Description	List Price Year 1	% SBCJC Discount	Unit Price	Extended Price Year 1
Vendor Hosted Application				
Basic Edition (limited to no more than 3,000 Authorized End Users)	\$9,500	N/A		\$9,500
Tiered Licensing				
Learning System				
Tier I 0-2,000 FTE	\$27,500	20%		\$22,000
Tier II 2,001-4,000 FTE	\$35,000	20%		\$28,000
Tier III 4,001-8,000 FTE	\$42,500	20%		\$34,000
Tier IV 8,001-15,000 FTE	\$52,000	20%		\$41,600
Tier V 15,001-25,000 FTE	\$59,500	20%		\$47,600
Tier VI 25,001-50,000 FTE	\$67,500	20%		\$54,000
Community System				
Tier I 0-2,000 FTE	\$17,500	20%		\$14,000
Tier II 2,001-4,000 FTE	\$20,000	20%		\$16,000
Tier III 4,001-8,000 FTE	\$23,000	20%		\$18,400
Tier IV 8,001-15,000 FTE	\$26,000	20%		\$20,800
Tier V 15,001-25,000 FTE	\$29,500	20%		\$23,600
Tier VI 25,001-50,000 FTE	\$32,500	20%		\$26,000
Content System				
Tier I 0-2,000 FTE	\$22,500	20%		\$18,000
Tier II 2,001-4,000 FTE	\$30,000	20%		\$24,000
Tier III 4,001-8,000 FTE	\$37,500	20%		\$30,000
Tier IV 8,001-15,000 FTE	\$45,000	20%		\$36,000
Tier V 15,001-25,000 FTE	\$52,500	20%		\$42,000
Tier VI 25,001-50,000 FTE	\$60,000	20%		\$48,000
Professional Services				
Training (Onsite)	N/A	N/A	\$2,750/day	N/A
Training (Online or Regional)	N/A	N/A	\$325/course	N/A
Consulting	N/A	N/A	\$215/hour	N/A

Product Description	List Price Year 1	% SBCJC Discount	Unit Price	Extended Price Year 1
<p>ASP Consulting</p> <p><u>Data Archive and Cleanup Related Services and Charges:</u></p> <ul style="list-style-type: none"> - There are a number of Blackboard application data archiving and cleanup projects that require expert knowledge of Blackboard application and database infrastructure and/or local command-line access into servers in order to perform the tasks. As Blackboard ASP is fully managing client's Blackboard application systems and has the expertise on Blackboard applications and database, clients often ask Blackboard ASP to perform some of these tasks. - Common types of data archiving and cleanup tasks that require database/application engineering expertise and command-line access to servers include (but by no means are limited to) the following: <ul style="list-style-type: none"> • 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 user names / courses from a database query 	N/A	N/A	\$175/hour	N/A

Product Description	List Price Year 1	% SBCJC Discount	Unit Price	Extended Price Year 1
<p>As a policy and general guidelines to set expectations with clients, Blackboard ASP Services will perform up to 4 data archiving and cleanup related TICKETS per client per year (i.e., several data archiving and cleanup tasks can be grouped together as one ticket to be addressed at one time per semester or per quarter, for example). As for clients who request batch archival of data on to a hard-drive and shipment to client's location, they will also be charged \$200 for the cost of each of 200 GB hard-drive required. The hard-drive can be shipped back to ASP at the time of next project to be reused. After 4 free services per year, Blackboard ASP will charge a flat fee of \$800 per ticket created for data archiving and cleanup related tasks. These tasks will be counted separately from the 4 free restores per year per Client that ASP Services will also perform.</p>				
<p><u>Miscellaneous Services and Charges:</u> If Blackboard ASP is required to perform miscellaneous tasks for the client that is beyond the standard scope of the ASP service offering, Blackboard ASP Services will determine whether the requested task can be done by Blackboard ASP Services before committing to the client, and will charge an hourly rate for the hours necessary to complete the task(s).</p>				
Academic Suite ASP Setup	\$35,000	10%		\$31,500
Learning System and/or Community System ASP set-up fee	\$20,000	10%		\$18,000
Content System set-up fee	\$15,000	10%		\$13,500

Product Description	List Price Year 1	% SBCJC Discount	Unit Price	Extended Price Year 1
High Availability/High Performance Services – 4 CPU Real Application Clusters (RAC) Setup <ul style="list-style-type: none">- Oracle 9i or 10g RAC clustered database nodes configuration pointing to a separate client-dedicated RAID-4 protected storage volumes for redundant and load-balanced database servers configuration- Oracle 9i or 10g RAC License is included- Minimum of two (2) dedicated database servers as database nodes- Includes Oracle Recovery Manager (RMAN) database backup service, which allows point-in-time database backup and restore capability- Complex Hosting Manager Service must be sold together with High Availability / High Performance Service- This service is invariably a customized solution for each client with custom pricing. Consult ASP Services Management for pricing and proposal information. 4 CPU RAC SETUP – each node with 2 CPU servers	\$40,000	10%		\$36,000
High Availability/High Performance Services – 8 CPU RAC Setup	\$60,000	10%		\$54,000
8 CPU RAC SETUP – each node with 4 CPU servers				
Business Continuity Service Setup	\$20,000	10%		\$18,000
Staging Environment Setup	\$5,000	10%		\$4,500
Test and Development Environment Setup	\$1,000	10%		\$900

Product Description	List Price Year 1	% SBCJC Discount	Unit Price	Extended Price Year 1
Virtual Private Network setup	\$1,500	10%		\$1,350
Community System e-commerce set-up fee	\$3,000	10%		\$2,700
Data Restoration per/incident (after 4 events)	\$800	10%		\$720
<ul style="list-style-type: none"> - Blackboard ASP can restore data deleted or removed from the client's ASP hosted site if the data is not older than 30 days using nightly data backup. - Under the standard ASP Schedule, Blackboard ASP Service will perform data restoration up to four times a year without any additional charge. After four free restorations per year, Blackboard will charge then-current per-request fee to perform data restoration. 				
Full Data Backup	\$1,000	10%		\$900
<ul style="list-style-type: none"> - For clients who request Blackboard ASP Service to perform a backup of the client's data (e.g., archiving purposes) and load on a hard drive and ship it to clients, Blackboard ASP will charge then-current rates to perform this task. The fee includes the cost of the hard-drive and shipping. - This is also the same fee-based service provided for clients also leaving ASP Services and moving to a locally hosted environment and request ASP to provide the latest data backup. 				

Product Description	List Price Year 1	% SBCJC Discount	Unit Price	Extended Price Year 1
Recurring Costs				
Hosting Charges				
Academic Suite	\$65,500	10%		\$58,950
LS and/or Community System	\$45,800	10%		\$41,220
Content System	\$19,700	10%		\$17,730
Additional Service Unit for Learning System or Academic Suite	\$32,700	10%		\$29,430
Learning System - Basic	\$32,700	10%		\$29,430
RMAN Recovery Backup Services - Oracle Recovery Manager (RMAN) database backup service, which allows point-in-time database backup and restore capability	\$12,000	10%		\$10,800
High Availability/High Performance Services – 4 CPU RAC	\$60,000	10%		\$54,000
High Availability/High Performance Services – 8 CPU RAC	\$120,000	10%		\$108,000

Complex Hosting Manager Service (20% Time Dedication to Client)	\$40,000	10%		\$36,000
<ul style="list-style-type: none"> - Complex Hosting Manager has three primary tasks – project management, communication, and documentation – and can be contracted as full-time dedicated or part-time dedicated to clients - Complex Hosting Manager will be available to client's systems administrators and operations staff through a dedicated phone numbers & email. - Defined and dedicated for day-to-day ASP support requests and status reporting. - Support directly the development of application through: <ul style="list-style-type: none"> o Direct ASP ticket escalation management and documentation o Development support activities focused on impact analysis and evaluation based on updates and upgrades - Modify and order hardware when necessary - Coordinate and deliver requirements to other key ASP staff including ASP operations and engineering. - Provide timely and detailed reports of planned infrastructure changes; planned, or unplanned service outages, or degradation of service; and issue resolution reports - Develop detailed documentation including Escalation process, Operations Handbook, Infrastructure (including Oracle RAC) test plans - Evaluate the system and run reports when necessary to manage system stability 				

<ul style="list-style-type: none"> - Implement development and test environment when necessary - Manage and plan the client's ASP infrastructure for scalability, optimal performance and growth in coordination with client and ASP operations - Complex Hosting Technical Manager's hours only include billable hours directly related to client-specific Blackboard environment and EXCLUDE any hours spent on other client(s), on shared network infrastructure or other Blackboard ASP service issues that affect other clients. 				
Complex Hosting Manager Service (25% Time Dedication to Client)	\$60,000	10%		\$54,000
Complex Hosting Manager Service (50% Time Dedication to Client)	\$100,000	10%		\$90,000
Complex Hosting Manager Service (100% Time Dedication to Client)	\$180,000	10%		\$162,000

Business Continuity Service – Service Level 1 <ul style="list-style-type: none"> - Business Continuity Service is designed as for disaster recovery scenarios with mirrored backup site in physically separate location provisioned to be turned on with Recovery Time Objective (RTO) and Recovery Point Objective (RPO). - RTO is the time-measured objective to have the Blackboard Business Continuity Service operation up and running from the point in time that Blackboard is made aware of the client's primary Blackboard system failure. - RPO is the objective to minimize the loss of the client's database and file storage content by constantly backing up the client's information no less than the time guaranteed under each RPO service level. - Includes Oracle Recovery Manager (RMAN) database backup service, which allows point-in-time database backup and restore capability Production Environment Hosted in ASP for up to 30,000 active users: Level 1 Service (72 hours RTO / 24 hours RPO) – non RAC setup	\$25,000	10%		\$22,500
Business Continuity Service – Service Level 2 Production Environment Hosted in ASP for up to 30,000 active users: Level 2 Service (24 hours RTO / 12 hours RPO) – non RAC setup	\$30,000	10%		\$27,000
Business Continuity Service – Service Level 3 Production Environment Hosted in ASP for up to 30,000 active users: Level 3 Service (6 hours RTO / 3 hours RPO) – non RAC setup	\$40,000	10%		\$36,000

Staging ASP Environment	\$32,700	10%		\$29,430
<ul style="list-style-type: none"> - The Staging Environment is designed for Customer to test and approve new update/upgrade software and changes in software configuration before implementing such software in a production environment. It may NOT be used for production purposes. - The Staging Environment is not designed to fully replicate or clone the production environment in terms of physical infrastructure. - Initial Term is a minimum of six (6) months and renews automatically for successive 12-month terms. - Setup Fee includes installation of Test Copy Hosted Software on servers in Blackboard's production environment. - One(1) client-dedicated database server with minimum of two 3.1 GHz Xeon Intel processors, each processor with 4GB RAM at minimum - One(1) client-dedicated application server with minimum of two 3.1 GHz Xeon Intel processors, each processor with 4GB RAM at minimum - 20 GB storage as "soft quota" – but storage is never capped - 512 Kbps of bandwidth as "soft quota" – but bandwidth is never capped - 99.7% Uptime Guarantee Service Level Agreement 				

Test and Development ASP Environment <ul style="list-style-type: none"> - The Test & Development Environment is a Non-Production Environment designed for fewer than 10 users on the system at any given time for development and testing purposes. Thus, it is not designed to fully replicate or clone the production environment in terms of physical infrastructure. - Full Root Access to server is granted with the Test & Development Environment. Thus, by its nature Test & Development Environment DOES NOT qualify for any Service Level Guarantees. - Initial Term is a minimum of six (6) months and renew automatically for successive 12-month terms. - Setup Fee includes installation of Test Copy Hosted Software on servers in Blackboard's non-production environment. - One(1) client-dedicated application/database server with minimum of 400 MHz Pentium Intel processors, each processor with 0.5GB RAM at minimum - Minimum of 9 GB storage guaranteed 	\$13,000	10%		\$11,700
Additional Bandwidth <ul style="list-style-type: none"> - Additional Bandwidth for ASP Hosting can be purchased in 1 Mbps increments. 	\$5,760	10%		\$5,184

Additional Learning System and Community system storage (per/10GB) <ul style="list-style-type: none"> - Additional Storage for ASP Hosting Services tied to Learning System and Community System can be purchased in 10 GB increments. - Each 10 GB storage is backed up daily in another storage system and each daily backup is stored for 30 days before removal. In addition, each weekly backup is stored on a separate tape backup system and stored for 30 days before removal. 	\$3,600	10%		\$3,240
Additional Storage for the Content System (per/TB) <ul style="list-style-type: none"> - Additional Storage for ASP Hosting Services tied to Content System (designed to provide storage space for e-portfolios/virtual hard drive features on Content System) can be purchased in 1 TB increments. - Each 1 TB storage is backed up daily in another storage system and each daily backup is stored for 30 days before removal. 	\$26,400	10%		\$23,760

Virtual Private Network	\$13,000	10%		\$11,700
<ul style="list-style-type: none"> - Virtual Private Network (VPN) service is a point to point virtual network tunneling and data encryption technology that allows the passing of sensitive information over public networks while protecting the data from being intercepted by a third party. Blackboard hosts VPN devices in Blackboard's facility and manages the VPN encryption tunnel between the Blackboard datacenter and customer-designated site. Blackboard will ship to clients a pre-configured VPN hardware which sits in front of the snapshot controller and encrypts all information coming from Blackboard to client's servers and vice versa. - Customer is responsible for installing the pre-configured VPN hardware to their existing network. Blackboard will provide the Customer with documentation to be used with the VPN hardware installation process. Upon the request of the Customer, Blackboard can also send a Technical Consultant to assist in the installation of the VPN hardware. The Technical Consultant will be provided at the then current Blackboard rates, including time and materials. - Customer will be charged a one-time set up fee and annual recurring charge at the then-standard applicable rates for this optional service. 				

Secure Socket Layer (SSL) <ul style="list-style-type: none"> - Secure Socket Layer (SSL) is an encryption protocol that prevents eavesdropping of data that passes between a web server and an end-user's browser. SSL enabled websites encrypt data before it is transmitted from the web server to the end user and from the end user to the web server. Blackboard's Learning System 6.1 and higher versions contain SSL Choice feature, which once turned on from the system administration panel allows Customer to choose which parts of the site should be encrypted and which should not, which in turn effectively reduces unnecessary CPU usage associated with SSL software. In order to take advantage of the SSL Choice, Customer must have SSL software enabled. - As an optional service, Blackboard offers Software-based Secure Socket Layer (SSL) to Customer for added security to Customer's data transmission. Customer must have Blackboard Learning Systems 6.1 or higher version in order to take advantage of this Service. Blackboard will obtain an SSL certificate from a certificate authority and set up the service for the Customer at the then-standard applicable rates. 	\$500	10%		\$450
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Blackboard E-mail Services (50 Mb per user)	\$10	10%		\$9
<ul style="list-style-type: none"> - Blackboard ASP service will provide email services partnering with Mirapoint, using Mirapoint's email and spam/virus protection appliance. - The actual pricing of the service can be altered depending on requirements such as mail features (e.g. webmail, IMAP, POP, etc.), optional features (e.g. personal calendar, group calendar), and storage requirements per user or group of users. Reference pricing is below: 				
Webmail, Personal Calendar				
Blackboard E-mail Services (100 Mb per user)	\$17	10%		\$15.30
Webmail, IMAP, Group Calendar				

Product Description	List Price Year 2	% SBCJC Discount	Unit Price	Extended Price Year 2
Vendor Hosted Application				
Tiered Licensing				
Learning System				
Tier I 0-2,000 FTE	\$28,875	10%		\$25,988
Tier II 2,001-4,000 FTE	\$36,750	10%		\$33,075
Tier III 4,001-8,000 FTE	\$44,625	10%		\$40,163
Tier IV 8,001-15,000 FTE	\$54,600	10%		\$49,140
Tier V 15,001-25,000 FTE	\$62,475	10%		\$56,228
Tier VI 25,001-50,000 FTE	\$70,875	10%		\$63,788
Community System				
Tier I 0-2,000 FTE	\$18,375	10%		\$16,538
Tier II 2,001-4,000 FTE	\$21,000	10%		\$18,900
Tier III 4,001-8,000 FTE	\$24,150	10%		\$21,735
Tier IV 8,001-15,000 FTE	\$27,300	10%		\$24,570
Tier V 15,001-25,000 FTE	\$30,975	10%		\$27,878
Tier VI 25,001-50,000 FTE	\$34,125	10%		\$30,713
Content System				
Tier I 0-2,000 FTE	\$23,625	10%		\$21,263
Tier II 2,001-4,000 FTE	\$31,500	10%		\$28,350
Tier III 4,001-8,000 FTE	\$39,375	10%		\$35,438
Tier IV 8,001-15,000 FTE	\$47,250	10%		\$42,525
Tier V 15,001-25,000 FTE	\$55,125	10%		\$49,613
Tier VI 25,001-50,000 FTE	\$63,000	10%		\$56,700
Professional Services				
Training (Onsite)	Pricing will be based on then current Blackboard rates.			
Training (Online or Regional)				
Consulting				
Learning System and/or Community System one time set-up fee	\$20,000	N/A		\$20,000
Content System one time set-up fee	\$15,000	N/A		\$15,000
Community System e-commerce one time set-up fee	\$3,000	N/A		\$3,000
Recurring Costs				
Hosting Charges				
LS and/or Community System (up to 10,000 active users)	\$44,100	N/A		\$44,100
Additional 7,500 active users	\$31,500			\$31,500
Content System	\$18,000	N/A		\$18,900

Product Description	List Price Year 3	% SBCJC Discount	Unit Price	Extended Price Year 3
Vendor Hosted Application				
Tiered Licensing				
Learning System				
Tier I 0-2,000 FTE	\$30,250	5%		\$28,738
Tier II 2,001-4,000 FTE	\$38,500	5%		\$36,575
Tier III 4,001-8,000 FTE	\$46,750	5%		\$44,413
Tier IV 8,001-15,000 FTE	\$57,200	5%		\$54,340
Tier V 15,001-25,000 FTE	\$65,450	5%		\$62,178
Tier VI 25,001-50,000 FTE	\$74,250	5%		\$70,538
Community System				
Tier I 0-2,000 FTE	\$19,250	5%		\$18,288
Tier II 2,001-4,000 FTE	\$22,000	5%		\$20,900
Tier III 4,001-8,000 FTE	\$25,300	5%		\$24,035
Tier IV 8,001-15,000 FTE	\$28,600	5%		\$27,170
Tier V 15,001-25,000 FTE	\$32,450	5%		\$30,828
Tier VI 25,001-50,000 FTE	\$35,750	5%		\$33,963
Content System				
Tier I 0-2,000 FTE	\$24,750	5%		\$23,513
Tier II 2,001-4,000 FTE	\$33,000	5%		\$31,350
Tier III 4,001-8,000 FTE	\$41,250	5%		\$39,188
Tier IV 8,001-15,000 FTE	\$49,500	5%		\$47,025
Tier V 15,001-25,000 FTE	\$57,750	5%		\$54,863
Tier VI 25,001-50,000 FTE	\$66,000	5%		\$62,700
Professional Services				
Training (Onsite)	Pricing will be based on then current Blackboard rates.			
Training (Online or Regional)				
Consulting				
Learning System and/or Community System one time set-up fee	\$20,000	N/A		\$20,000
Content System one time set-up fee	\$15,000	N/A		\$15,000
Community System e-commerce one time set-up fee	\$3,000	N/A		\$3,000
Recurring Costs				
Hosting Charges				
LS and/or Community System (up to 10,000 active users)	\$46,200	N/A		\$46,200
Additional 7,500 active users	\$33,000			\$33,000
Content System	\$18,000	N/A		\$19,800

Product Description	List Price Year 4	% SBCJC Discount	Unit Price	Extended Price Year 4
Vendor Hosted Application				
Tiered Licensing				
Learning System				
Tier I 0-2,000 FTE	\$31,625	0%		\$31,625
Tier II 2,001-4,000 FTE	\$40,250	0%		\$40,250
Tier III 4,001-8,000 FTE	\$48,875	0%		\$48,875
Tier IV 8,001-15,000 FTE	\$59,800	0%		\$59,800
Tier V 15,001-25,000 FTE	\$68,425	0%		\$68,425
Tier VI 25,001-50,000 FTE	\$77,625	0%		\$77,625
Community System				
Tier I 0-2,000 FTE	\$19,550	0%		\$19,550
Tier II 2,001-4,000 FTE	\$23,000	0%		\$23,000
Tier III 4,001-8,000 FTE	\$26,450	0%		\$26,450
Tier IV 8,001-15,000 FTE	\$29,900	0%		\$29,900
Tier V 15,001-25,000 FTE	\$33,925	0%		\$33,925
Tier VI 25,001-50,000 FTE	\$37,325	0%		\$37,325
Content System				
Tier I 0-2,000 FTE	\$25,875	0%		\$25,875
Tier II 2,001-4,000 FTE	\$34,500	0%		\$34,500
Tier III 4,001-8,000 FTE	\$43,125	0%		\$43,125
Tier IV 8,001-15,000 FTE	\$51,750	0%		\$51,750
Tier V 15,001-25,000 FTE	\$60,375	0%		\$60,375
Tier VI 25,001-50,000 FTE	\$69,000	0%		\$69,000
Professional Services				
Training (Onsite)	Pricing will be based on then current Blackboard rates.			
Training (Online or Regional)				
Consulting				
Learning System and/or Community System one time set-up fee	\$20,000	N/A		\$20,000
Content System one time set-up fee	\$15,000	N/A		\$15,000
Community System e-commerce one time set-up fee	\$3,000	N/A		\$3,000
Recurring Costs				
Hosting Charges				
LS and/or Community System (Up to 10,000 active users)	\$48,300	N/A		\$48,300
Additional 7,500 active users	\$34,500			\$34,500
Content System	\$20,700	N/A		\$20,700

Product Description	List Price Year 5	% SBCJC Discount	Unit Price	Extended Price Year 5
Vendor Hosted Application				
Tiered Licensing				
Learning System				
Tier I 0-2,000 FTE	\$33,000	0%		\$33,000
Tier II 2,001-4,000 FTE	\$42,000	0%		\$42,000
Tier III 4,001-8,000 FTE	\$51,000	0%		\$51,000
Tier IV 8,001-15,000 FTE	\$62,400	0%		\$62,400
Tier V 15,001-25,000 FTE	\$71,400	0%		\$71,400
Tier VI 25,001-50,000 FTE	\$81,000	0%		\$81,000
Community System				
Tier I 0-2,000 FTE	\$21,000	0%		\$21,000
Tier II 2,001-4,000 FTE	\$24,000	0%		\$24,000
Tier III 4,001-8,000 FTE	\$27,600	0%		\$27,600
Tier IV 8,001-15,000 FTE	\$31,200	0%		\$31,200
Tier V 15,001-25,000 FTE	\$35,400	0%		\$35,400
Tier VI 25,001-50,000 FTE	\$39,000	0%		\$39,000
Content System				
Tier I 0-2,000 FTE	\$27,000	0%		\$27,000
Tier II 2,001-4,000 FTE	\$36,000	0%		\$36,000
Tier III 4,001-8,000 FTE	\$45,000	0%		\$45,000
Tier IV 8,001-15,000 FTE	\$54,000	0%		\$54,000
Tier V 15,001-25,000 FTE	\$63,000	0%		\$63,000
Tier VI 25,001-50,000 FTE	\$72,000	0%		\$72,000
Professional Services				
Training (Onsite)	Pricing will be based on then current Blackboard rates.			
Training (Online or Regional)				
Consulting				
Learning System and/or Community System one time set-up fee	\$20,000	N/A		\$20,000
Content System one time set-up fee	\$15,000	N/A		\$15,000
Community System e-commerce one time set-up fee	\$3,000	N/A		\$3,000
Recurring Costs				
Hosting Charges				
LS and/or Community System	\$50,400	N/A		\$50,400
Additional 7,500 active users	\$36,000			\$36,000
Content System	\$21,600	N/A		\$21,600

PROJECT NUMBER 35758
MASTER LICENSE AND APPLICATION SERVICE PROVIDER AGREEMENT
BETWEEN
BLACKBOARD INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI

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This Master Software License and Application Service Provider Agreement (hereinafter referred to as "Master Agreement") is entered into by and between Blackboard Inc., a Delaware corporation having its principal offices at 1899 L Street, NW, Suite 500, Washington, DC 20036 (hereinafter referred to as "Licensor" and/or "Blackboard") and the Mississippi Department of Information Technology Services, having its principal place of business at 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201 (hereinafter referred to as "ITS"), as contracting agent for the State Board of Community and Junior Colleges and the governmental agencies and educational institutions of the State of Mississippi (hereinafter referred to as "Licensee"). ITS and Licensee are sometimes collectively referred to herein as "State".

WHEREAS, ITS, pursuant to Request for Proposals ("RFP") Number 3452 requested proposals in order to assemble a list of approved vendors who may provide certain software and services necessary for the implementation of an Application Service Provider ("ASP") solution for a learning management system; and

WHEREAS, the Licensor was one of the successful respondents in an open, fair and competitive procurement process to provide the above mentioned products; and

WHEREAS, ITS and Licensor desire to enter into this Master Agreement which contains the terms and conditions which will govern any orders placed by the State Board of Community and Junior Colleges and the governmental agencies and educational institutions within the state of Mississippi;

NOW THEREFORE, in consideration of the mutual understandings, promises, consideration and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 TERM OF AGREEMENT

Unless terminated as prescribed elsewhere herein, this Master Agreement will become effective on the date it is signed by all parties (the "Effective Date") and will continue in effect for three (3) years thereafter, or until the hosting term and all warranties provided by Licensor to Licensee have expired, whichever occurs last. At the end of the initial term, the Master Agreement may, upon the written agreement of ITS and Licensor, be renewed for two (2) additional one (1) year terms. Licensor will notify ITS sixty (60) days in advance prior to the expiration of the initial or any renewal term and ITS shall have thirty (30) days in which to notify Licensor of its intention to either renew or cancel

this Master Agreement.

ARTICLE 2 DEFINITIONS

The following terms as used herein shall have the following meanings:

2.1 “Active User” means Licensee employees and any third party consultants or outsourcers engaged by Licensee who are actively participating on the learning management system in any given month of operation and who shall be bound to the terms and conditions of this Master Agreement.

2.2 “Authorized End User” means enrolled students and their parents, prospective students, alumni, trustee or collaborating researcher of Licensee, Licensee employees and third party consultants or outsourcers engaged by Licensee who shall be bound by the terms and conditions of this Master Agreement. Licensee’s Authorized End Users will not exceed the number of Licensee’s full time employees (“FTE”). Blackboard Learning System BASIC Edition Licensees are limited to no more than 3,000 Authorized End Users.

2.3 “Available Date” means the date upon which Licensor notifies Licensee that the Software may be accessed on the Licensor’s ASP server and Licensee may begin acceptance testing.

2.4 “Content” means any content provided by or through Active Users for use with the Software.

2.5 “Documentation” means the published user and technical manuals and documentation that Licensor makes generally available for the Software; the help files included within the Software, and any files containing presentation materials or manuals or other related materials to train and educate Licensee on the use of the Software.

2.6 “Enhancements” means the corrections, updates, upgrades or new versions of the Software or Documentation that Licensor may provide to Licensee under this Master Agreement.

2.7 “Licensee” means, in each instance, the State Board for Community and Junior Colleges (“SBCJC”) or a Mississippi community college or junior college, or a governmental agency, educational institution or governing authority of the state of Mississippi who either (i) obtains a license from Licensor for the Software under this Master Agreement by submitting a Supplement to Licensor, or (ii) otherwise engages Licensor to perform Services pursuant to this Master Agreement, and their employees and any third party consultants engaged by Licensee who have a need to know, and who shall be bound by the terms and conditions of this Master Agreement.

2.8 “Licensee Content” means any data, information, graphics or other media files or other content, including, but not limited to, course materials, provided by or for Licensee or any Authorized End User of the Software through use of the Software, excluding any portion of the Software or Documentation. Blackboard acknowledges that the Licensee Content is and shall remain the sole and exclusive property of Licensee. Further, Blackboard acknowledges that the Licensee Content may contain valuable trade secrets of Licensee and Blackboard agrees to maintain the

confidentiality of the Licensee Content and shall not make it publicly available except as may be necessary in performing the ASP Services.

2.9 “Licensor” means Blackboard Inc. and its successors and assigns.

2.10 “Products” means the Software, Documentation, Enhancements and any copy of the Software, Documentation or Enhancements.

2.11 “Services” means any on-line user access, customizations, interface developing, consulting, education, ASP installation, system administration, training, maintenance, support, Help Desk services and such other professional services as may be specified in a Supplement for each individual project.

2.12 “Software” means the machine-readable object code version of the computer programs whether embedded on disc, tape or other media used to host the application services, which such Software is described in and specifically identified in the applicable Supplement, and Supported Interfaces (and any Documentation and help files within the Software), including any Enhancements provided pursuant to the maintenance and support terms identified therein.

2.13 “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 Licensor using the most recent version of such Software made available to Licensee, and further provided that Software Errors do not include any nonconformity to applicable Documentation resulting directly from (i) Licensee’s or its end users’ negligence, (ii) any modification or alteration to the Software by someone other than Licensor, its agents or subcontractors or Licensee’s employees who were working at Licensor’s direction, (iii) data that does not conform to Licensor’s specified data format, (iv) operator error, (v) use on any system other than the operating system specified in the Documentation, (vi) accident, misuse or any other cause which, in Licensor’s reasonable determination, is not inherent in the Software; or (vii) any use of the Software other than expressly authorized in this Master Agreement.

2.14 “Supplement” means the document pursuant to which, among other things, Licensee orders the Software or Services from Licensor.

2.15 “Supported Interfaces” means application-based interfaces (API), network protocols, data formats, database schemas, and file formats available for use in the Software as expressly specified in the Documentation..

2.16 “Third-Party Software” means the software manufactured by third parties that has been incorporated by Licensor into the Software.

ARTICLE 3 MODIFICATION OR RENEGOTIATION

This Master Agreement may be modified only by written agreement signed by the parties hereto. The

parties agree to renegotiate the Master Agreement and pertinent Supplements in the event that federal and/or state revisions of any applicable laws or regulations make changes in this Master Agreement necessary.

ARTICLE 4 INCLUDED PARTIES AND PRICING

Licensor will accept orders from and furnish the Products and Services under this Master Agreement to the State Board for Community and Junior Colleges, any community or junior college within Mississippi, and any governmental agency, governing authority or State-run educational institution within Mississippi. Pricing for SBCJC and the Mississippi community and junior colleges will be based on Licensor's pricing submitted in its proposal in response to RFP No. 3452 and attached hereto as Exhibit A. Pricing for governmental agencies, governing authorities and K-12 schools will be based on Licensor's then current pricing model for governmental institutions and K-12 schools. At the end of the initial term of this Master Agreement, ITS and contractor may mutually agree in writing to modify, amend or replace the pricing specified in Exhibit A. Licensor guarantees the pricing in the attached Exhibit A for the initial three (3) year contract term.

ARTICLE 5 ADDITIONAL TERMS AND CONDITIONS

All provisions in this Master Agreement are in addition to the requirements of RFP No. 3452 and Licensor's Proposal in response thereto, which are both incorporated into and made a part of this Master Agreement.

ARTICLE 6 ORDERS

6.1 The State does not guarantee that it will purchase any certain amount under this Master Agreement.

6.2 When a Licensee decides to procure any Products and/or Services from Licensor, the Licensee shall notify ITS who shall execute a Supplement to be signed by Licensor, ITS, and an authorized representative of Licensee. The Supplement shall reference this Master Agreement and shall set forth the Products or Services to be procured; the prices for same; the warranty period as provided by Licensor (if different from that provided herein); the specific details of the transaction, the Licensee's designated contact, and any additional terms and conditions that apply to the specific Supplement as agreed to in writing by the parties. Any additional terms and conditions contained in any Supplement shall apply solely to the Products or Services being procured therein. All Supplements shall be governed by, and incorporate by reference, the terms and conditions of this Master Agreement. Excluding better pricing and/or discounts which may be specified in a Supplement, in the event of a conflict between the other terms and conditions in a Supplement and this Master Agreement, the terms and conditions of this Master Agreement shall prevail. The terms and conditions of this Master Agreement shall supersede any conflicting terms and conditions set forth in any subsequent documents provided by Licensor or its subcontractors to Licensee. The parties agree that the Licensee has the right to adjust the quantities of licenses procured based upon the availability of funding or as determined necessary by the Licensee.

6.3 This Master Agreement is not a "state contract" and should not be construed by any party to

operate in any manner except as an awarded contract which may be used by ITS staff to satisfy requests for Products or Services within the scope of RFP No. 3452. This Master Agreement may not be referenced by Licensor as a vehicle to market products or issue quotations in lieu of the procurement process. Further, nothing in this Master Agreement should be taken to infer or to express that this Master Agreement may be substituted or used in lieu of a formal procurement process.

ARTICLE 7 METHOD AND TIME OF PAYMENT

7.1 Once the Products have been accepted by Licensee as prescribed in Article 8 herein, Licensor shall submit an invoice for the cost and shall certify that the billing is true and correct. The State may, at its sole discretion, require Licensor to submit invoices and supporting documentation electronically at any time during the term of this Master Agreement. Services will be invoiced as they are rendered. Licensee agrees to pay Licensor in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the State within forty-five (45) days of receipt of the invoice. All payments shall be in United States currency. Payments by state agencies that make payments through the Statewide Automated Accounting System ("SAAS") shall be made and remittance information provided electronically as directed by the State. Payments by SAAS agencies shall be deposited into the bank account of the Licensor's choice. Licensor understands and agrees that Licensee is exempt from the payment of taxes. No payment, including final payment, shall be construed as acceptance of defective Products or incomplete work, and Licensor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article titled "Entire Agreement" herein.

7.2 If payment of undisputed amounts is not made to Licensor within forty-five (45) days of Licensee's receipt of the invoice, Licensee shall be liable to Licensor for interest at a rate of one and one-half percent (1 ½%) per month (or such lesser rate as may be the maximum permissible rate under the law) on the unpaid balance from the expiration of such forty-five (45) day period until such time as payment is made. This provision for late payments shall apply only to undisputed amounts for which payment has been authorized.

7.3 Acceptance by Licensor of the last payment from the Licensee under a Supplement shall operate as a release of all claims against the State by Licensor and any subcontractors or other persons supplying labor or materials used in the performance of any work under a Supplement.

ARTICLE 8 DELIVERY; RISK OF LOSS, AND ACCEPTANCE

8.1 Licensor shall deliver, install, and make available the Software and Documentation to the Licensor's hosting environment pursuant to the delivery schedule mutually agreed to by the parties.

8.2 Unless a different acceptance period is agreed to by Licensee and Licensor and specified in the Supplement, Licensee shall have fifteen (15) calendar days after the Available Date to evaluate and test the Software and Services to confirm that they perform without any defects and perform in accordance with RFP No. 3452, Licensor's Proposal in response thereto, and Licensor's user

Documentation. Licensee shall immediately thereafter notify Lessor in writing of any defects in the Software or Services which must be corrected prior to payment being made. Thereafter, Lessor shall have ten (10) working days or such other time period as may be agreed upon by the parties, in which to either repair or replace the defective Software or re-perform the Services, all at Lessor's expense. Licensee may be deemed to have accepted the Software at the end of the fifteen (15) day period, unless Licensee notifies Lessor that the Software fails to perform as stated herein.

8.3 Upon receipt of corrected or replaced Software, Licensee shall have another acceptance period as set forth in Article 8.3 herein, in which to re-evaluate/re-test such Software. If, after Lessor has tendered to Licensee Lessor's attempt to correct the Software, Licensee again determines the Software to have a defect, Licensee may take such actions as it deems appropriate, including either (i) notifying Lessor that it has elected to keep the Software despite such defects; (ii) returning the Software to Lessor and providing Lessor with an opportunity to deliver substitute Software acceptable to Licensee within the time period specified by Licensee, or (iii) returning the Software to Lessor at Lessor's expense and terminating the Supplement.

ARTICLE 9 SCOPE OF LICENSE

9.1 Subject to the terms and conditions of this Master Agreement and the respective Supplement, Lessor hereby grants to Licensee a non-exclusive, non-transferable license to access the Software over the Internet and to use it for its business operations solely in connection with providing access to Licensee Content to Licensee's Authorized End Users on the Lessor's host server for the term specified in the Supplement. Licensee and Active Users are granted access to the Software, Products and ASP Services twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year, subject to regularly scheduled maintenance and required repairs. The terms and conditions of the Supplement and this Master Agreement will apply to any Enhancements or additional Software Licensee may procure from Lessor permitted they are not licensed under the terms of another agreement between the parties. It is understood that the license/hosting term shall commence upon execution of the appropriate Supplement and upon the date of the Licensee's acceptance of the ASP services as specified herein.

9.2 Lessor will provide Licensee storage space on, and access to Lessor's Software via the Internet and provide Internet access to the Software through Lessor's site ("ASP Services").

9.3 In connection with the ASP Services, Lessor will provide and maintain all Software and hardware, including, but not limited to, the server hardware and software, telecommunications hardware and software, security hardware and software and other software that is reasonably necessary to operate and maintain the Software.

9.4 In connection with the ASP Services, it is understood that the Software will be accessible at least 99% of the time, twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of the ASP Services due to causes beyond the control of Lessor. Inaccessibility is a condition in which there is unavailability

of the hosted Software due to hardware failure or sustained packet loss in excess of fifty percent (50%) within the Licensor hosting facilities for at least fifteen (15) consecutive minutes due to a failure of Licensor to provide ASP Services during such period; unavailability does not include packet loss or network unavailability due to scheduled maintenance, or inability of a user to connect with the ASP Services due to Internet or telecommunications problems outside the control of Licensor. In order to receive any service credit, Licensee must notify Licensor within seven (7) days from the time Licensee becomes eligible to receive a service credit. Failure to comply with this requirement will forfeit Licensee's right to receive a service credit. The aggregate maximum number of service credits to be issued by Licensor to Licensee for any and all downtime periods and performance problems during any given calendar month shall not exceed one (1) month of service. Service credits are issued as followed:

<u>Length of Unavailability</u>	<u>Service Credit</u>
1 to 4 hours of continuous unavailability below 99%	1 day of service fees credited (i.e., 1/30 monthly fees)
4 to 48 hours of continuous unavailability below 99%	2 days of services fees credited (i.e., 1/15* monthly fees)
48 to 96 hours of continuous unavailability below 99%	5 days of service fees credited (i.e., 1/6 * monthly fees)

*Each block of ninety-six (96) hours of continuous unavailability thereafter shall be credited five (5) days of service fees.

*All Service Credit shall be applied to the next period's ASP fees.

9.5 Licensor shall provide the Licensee with its standard managed firewall service, which enables secure delivery of Licensor's application services using fully redundant hardware-based firewalls. Licensor's managed firewall service will be available twenty-four (24) hours a day, seven (7) days a week.

9.6 The use of the Software by Licensee's Active Users will be governed solely by the terms and conditions of this Master Agreement.

9.7 Licensee acknowledges that the Software shall remain the exclusive property of Licensor. Licensee agrees that except as noted herein, it will not otherwise copy, translate, modify, adapt, decompile, disassemble or reverse engineer any of the Software or otherwise attempt to obtain or perceive the source code from which the Software is compiled or interpreted, and Licensee hereby acknowledges that unless otherwise indicated within this Master Agreement, nothing in this Master Agreement shall be construed to grant Licensee any right to obtain or use such source code, without the prior written consent of Licensor.

9.8 Licensee agrees not to use the Software for any purposes beyond the scope of the license granted in Article 9. Without limiting the foregoing, except as expressly contemplated in this Master Agreement or as otherwise agreed in writing between the parties, Licensee shall not (a) 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 Licensor; (b) modify the Software or create any derivative product of the Software, except with the prior written consent of Licensor, provided that the foregoing shall not be construed to prohibit Licensee from configuring the Software to the extent

permitted by the Software's standard user interface; (c) sublicense, assign, sell, lease or otherwise transfer or convey, or pledge as security or otherwise encumber, Licensee's rights under the license granted in Article 9; or (d) use the Software 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. Licensee will not obscure, remove or alter any of the trademarks, trade names, logos, patent or copyright notices or markings to the Software, nor will Licensee add any other notices or markings to the Software or any portion thereof. Licensee shall not use the Software except in compliance with Lessor's obligations to any third party incurred prior to the Effective Date, provided that Lessor has notified Licensee of such obligation. Licensee 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. It is understood that Authorized End Users are required to comply with the provisions of this Master Agreement in all respects, including, without limitation, the restrictions set forth in this Article 9.

9.9 Licensee acknowledges that certain Lessor Software contains an "Auto Report" feature, which provides to Lessor aggregate usage statistics regarding the Software. Lessor represents and warrants that the Auto Report feature does not report individually identifiable use information to Lessor or any third party. Licensee 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.

ARTICLE 10 APPLICATION SERVICE PROVIDER ("ASP") SERVICES

The terms set forth in this Article describe the general terms by which Licensee may purchase ASP Services from Lessor as set forth in a Supplement. The specific terms related to the purchase of ASP Services will be described in the pertinent Supplement.

10.1 The Lessor agrees to provide Licensee an ASP based learning management system and Services required to provide, host and maintain a web based application for Licensee as described in RFP No. 3452, the Lessor's Proposal, as accepted by Licensee, in response thereto, and this Master Agreement. While the scope of work for any project will be defined by the contract documents set forth herein in the article titled "Entire Agreement", a summary of such work is outlined herein.

10.2 The Lessor acknowledges that the Licensee intends to be actively involved in the day-to-day progress of the project. The Lessor agrees to (a) obtain Licensee's approval of all tasks and the time schedule for completion of said tasks prior to commencing performance, if not already contained in the approved project work plan; (b) make available to the State project team members all project work papers and work-in-progress for review; (c) ensure that the Lessor's Project Manager works closely together with the Licensee's Project Manager, (d) meet with Licensee on a regular basis at a mutually agreeable time, and as otherwise requested by the Licensee, to discuss the status of the project, and (e) if required by Licensee, submit written project status reports.

10.3 Unless otherwise agreed to in a Supplement, in each instance in which Lessor is providing

Licensee with Services, Lessor and Licensee will develop a project plan that identifies each party's responsibilities for such Services. Once this mutually agreed upon project work plan, which will identify specific time frames and deliverable target dates for the project, has been developed, it will be incorporated into and made a part of the pertinent Supplement. The dates in the project work plan will define the agreed upon period of performance. The parties acknowledge that the project work plan will evolve and change from time to time upon the mutual written agreement of Lessor and Licensee. The parties agree that the deliverables and schedule set forth in the latest version of the project work plan will take precedence over any prior plans.

10.4 Lessor will serve as an Application Server Provider ("ASP") for Licensee and those Active Users using the learning management system. Lessor will provide Licensee adequate storage space on, and access to Lessor's Software that Licensee is authorized to use from Lessor's ASP network for the purpose of making the Licensee's Content accessible to the Active Users via the Internet. Each individual Licensee shall have access to and shall own only their individual data stored on the system. Lessor shall be responsible for the following:

A. Lessor represents that the Software shall satisfy the accessibility requirements of section 508 if the Rehabilitation Act of 1973, as amended (29 U.S.C., section 794d), and its implementing regulations set forth at 36 Code of Federal Regulations part 1194. Lessor agrees to promptly respond to any complaint regarding accessibility of the Software which is brought to its attention, and shall handle its response to such complaint in accordance with the warranty provisions of this Master Agreement;

B. Ensuring that the site is password protected and accessible through its own top-level domain name;

C. Providing Dual T1 or greater connectivity;

D. Providing security for the web site in compliance with RFP No. 3452 and Lessor's proposal as accepted by Licensee in response thereto, that is agreeable to Licensee, with Lessor responsible for all necessary equipment and software related to security;

E. Maintaining the accessibility of the site twenty four (24) hours a day, seven (7) days a week at an uptime rate of 99% or greater subject to the limitations set forth in Article 9.4 of this Master Agreement;

F. Completing daily backups of the site as mutually agreed upon by Lessor and Licensee;

G. Except for installing emergency fixes and patches, for which reasonable advance notice will be provided, notifying Licensee at least three (3) working days prior to any anticipated service interruption;

H. Proposing and adhering to a standard disaster recovery plan which only guarantees that in the case of a disaster, Licensee will have backup of data available for retrieval at no additional cost to Licensee. In the event Licensee requires a disaster recovery site, Lessor will provide such service at Lessor's then current pricing;

I. Maintaining the confidentiality of the data;

J. Providing Licensee access to all of the technical information concerning operation of the site, including but not limited to server specifications, Internet connection information, personnel

requirements and software implementations;

K. Identifying any commercially available software, by vendor and version number, integrated into the Products and describing the particular functionality of any software that is proprietary to the Licensor;

L. Providing, in the event the Supplement is terminated due to Licensor's breach, Licensor shall, within forty-five (45) calendar days of the effective date of termination, reimburse Licensee a pro-rata refund of the un-used annual amount paid by Licensee for the ASP Services;

M. Offering, in the event the Supplement is terminated due to reasons other than Licensee's breach, a term license to Licensee, for which a mutually agreed upon reasonable fee would be paid, to permit continued use of any Licensor proprietary Software until a substitute can be implemented by the Licensee;

N. Maintaining the host site;

O. Providing redundant internet connections;

P. Providing FTP and remote configuration access;

Q. Providing SSL secure server support;

R. Providing quarterly reports containing line utilization, network usage, site availability statistics, security analysis, security scan results, and System performance data to Licensee, and

S. Ensuring that all Content and data provided by Licensee and collected by the Software shall remain the property of the Licensee. Ensuring that upon termination or expiration of the Supplement that transition of the Content from the Licensor to Licensee or to a successor host will be accomplished at no expense to Licensee. Upon the termination or expiration of the Supplement, Licensor shall provide such data in its possession to Licensee pursuant to a mutually agreed upon release schedule.

10.5 If Licensor creates any revisions to or upgrades of the system, Licensor shall provide Licensee thirty (30) days written notification of such revision or upgrade, and shall, upon request of Licensee, furnish such revision or upgrade to Licensee as part of the ASP fees.

10.6 General Usage Limitations. Licensee acknowledges that use and operation of the hosted Software by Licensee and/or any Authorized End User is subject to the terms of this Master Agreement. Notwithstanding the Master Agreement, for so long as the Supplement remains in effect, Licensee may not install, host or operate the hosted Software, nor may Licensee or its Authorized End Users otherwise use the hosted Software, except as hosted and made available by Licensor under this Master Agreement. In the event that Licensee has installed the hosted Software upon any computer server(s) prior to the Supplement's effective date, Licensee agrees promptly to remove the hosted Software from such computer server(s). Licensee 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 upon the mutual written agreement of the parties. Licensee shall refrain from, and shall request that Authorized End Users refrain from, using the ASP Services in a manner that is libelous, defamatory, obscene, infringing or illegal, or otherwise abusing the ASP Services or the resources available through the ASP Services. Licensee warrants that the Authorized End Users are required to comply with the

provisions of this Master Agreement in all respects.

10.7 Licensee Content. Licensee represents and warrants that (i) Licensee owns or has sufficient rights in and to the Licensee Content, including, without limitation, personal, educational and financial information contained within the Licensee Content, in order to use, and permit use of, the Licensee Content as contemplated in this Master Agreement and to grant the license granted herein; and (ii) the Licensee Content does not and shall not contain any content, materials, advertising or services that infringe on or violate any applicable law, regulation or right of a third party. Licensee also acknowledges that Licensee Content may be stored on servers located within the United States or accessed by Licensor's support or ASP personnel in the United States, and hereby authorizes such access and storage. Licensor only provides access to the hosted Software; Licensor does not operate or control the information, services, opinions or other content of the Internet. Licensor does not monitor and shall have no liability or responsibility whatsoever for the Licensee Content of any transmissions or communications transmitted or otherwise disseminated via the hosted Software. Licensee agrees that it shall make no claim whatsoever against Licensor relating to the Licensee Content or content of the Internet or respecting any information, product, service or software ordered through or provided via the Internet.

ARTICLE 11 WARRANTIES

11.1 Licensor represents and warrants that it has the right to license the Products provided under this Master Agreement.

11.2 Licensor represents and warrants that the Products provided by Licensor shall meet or exceed the minimum specifications set forth in the RFP and Licensor's Proposal in response thereto.

11.3 Licensor represents and warrants that all work performed hereunder, including delivery of ASP Services and training, shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Master Agreement. For any breach of this warranty regarding training, the Licensor shall perform the training again, at no cost to the Licensee. The parties further agree that a Statement of Work shall be executed prior to performance of any consulting services by Licensor.

11.4 Licensor represents and warrants that Licensor will not, under any circumstances including enforcement of a valid contract right take any step which would in any manner interfere with Licensee's licensed use of the Software or Enhancements and/or which would restrict Licensee from accessing its data files or in any way interfere with the transactions of Licensee's business.

11.5 In addition, Licensor represents and warrants that neither the Software nor Enhancements delivered to Licensee contain a computer virus. For purposes of this provision, a computer virus shall be defined as code intentionally inserted in the Software or Enhancements that will damage or destroy Licensee's applications or data. For any breach of this warranty, Licensor at its expense shall, within five (5) working days after receipt of notification of the breach, deliver Products to Licensee

that are free of any virus.

11.6 Licensor represents and warrants that the Software will operate free from defects for a period of ninety (90) days after installation and will provide Licensee complete functionality necessary for the operation of the system as stated in the RFP and the Licensor's Proposal in response thereto. Licensor's obligations pursuant to this warranty shall include, but are not limited to, the repair of all defects or the replacement of the Software at the expense of Licensor. In the event Licensor is unable to repair or replace the Software within ten (10) working days after receipt of notice of the defect, Licensee shall be entitled to a full refund of fees paid and shall have the right to terminate this Master Agreement in whole or in part. Licensee's rights hereunder are in addition to any other rights Licensee may have.

ARTICLE 12 INFRINGEMENT INDEMNIFICATION

12.1 Licensor represents and warrants that neither the Products, their elements nor the use thereof violates or infringes on any copyright, patent, trade secret or other proprietary right of any person or entity. Licensor, at its own expense, shall defend or settle any and all infringement actions filed against Licensor or Licensee which involve the Products provided under this Master Agreement and shall pay all costs, attorney fees, settlements, damages and judgments finally awarded against Licensee, provided that: (i) Licensee promptly notifies Licensor in writing of any such claim of which it has knowledge; (ii) Licensor has, to the extent authorized by Mississippi law, sole control of the defense of any actions and negotiations related to the defense or settlement of any such claim, and (iii) Licensee cooperates in the defense of the claim by supplying Licensor all relevant information currently available and in its possession, all at Licensor's expense.

12.2 If Licensor believes that the Products are or will become the subject of an infringement claim, or in the event that use of the Products is enjoined, Licensor, at its own expense shall: (a) procure for Licensee the right to continue using the Products, or upon failing to procure such right; (b) modify or replace the Products to make them non-infringing while maintaining substantially similar software functionality or data/informational content, or upon failing to secure either such right, (c) request Licensee to return the infringing items to Licensor and Licensor shall refund the fees previously paid by Licensee for the Products that the Licensee may no longer use. Said refund shall be paid within ten (10) working days of notice to Licensee to discontinue said use.

ARTICLE 13 EMPLOYMENT STATUS

13.1 Licensor shall, during the entire term of this Master Agreement, be construed to be an independent contractor. Nothing in this Master Agreement is intended to nor shall it be construed to create an employer-employee relationship, partnership, agency, or joint venture relationship.

13.2 Licensor represents that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the required duties identified in a Supplement. Such personnel shall not be deemed in any way directly or indirectly, expressly or by implication, to be employees of Licensee. Licensor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social

security, unemployment compensation and any other withholdings that may be required. Neither Lessor nor employees of Lessor are entitled to state retirement or leave benefits.

13.3 Any person assigned by Lessor to perform the services hereunder shall be the employee of Lessor, who shall have the sole right to hire and discharge its employee. Licensee may, however, direct Lessor to replace any of its employees performing services under this Master Agreement.

ARTICLE 14 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Lessor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Licensee location. Any Lessor employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of Licensee's staff and/or student body, will be asked to leave the premises and may be suspended from further work on the premises. All Lessor employees and subcontractors who will be working at such locations to install or repair Products shall be covered by Lessor's comprehensive general liability insurance policy.

ARTICLE 15 CHANGE ORDER RATE AND PROCEDURE

15.1 It is understood that the parties may, at any time by a mutually agreed upon written order, make changes in the scope of the project that is the subject of a Supplement.

15.2 Lessor shall have no obligation to proceed with any change that has a price or schedule effect until the parties have mutually agreed in writing thereto. Neither the Licensee nor Lessor shall be obligated to execute such a change order; and if no such change order is executed, Lessor shall not be obliged or authorized to perform services beyond the scope of the Supplement and the contract documents. All executed change orders shall be incorporated into previously defined deliverables.

15.3 With respect to any change orders issued in accordance with this Article, Lessor shall be compensated for work performed under a change order in accordance with the hourly change order rates specified in the Supplement. If there is a service that is not defined in the change order rates, Lessor and the Licensee will negotiate the rate. Unless agreed to otherwise in a Supplement, the parties agree that each change order rate shall be a "fully loaded rate", that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by Lessor in the performance of the change order. Lessor shall invoice the Licensee on a time and material basis for all work documented in the change order.

15.4 Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work. The price of the work to be performed under any change order will be determined based upon the change order rate. The project work plan will be revised as necessary.

15.5 Licensor will include in the progress reports delivered pursuant to the project, the status of work performed under all then current change orders.

15.6 In the event Licensor and the Licensee enter into a change order which increases or decreases the time required for the performance of any part of the work under the project, Licensor shall submit to the Licensee a revised version of the project work plan, clearly indicating all changes, at least five (5) working days prior to implementing any such changes.

ARTICLE 16 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

16.1 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Licensor represents all contractors, third parties, and/or subcontractors Licensor has assembled for any given Licensee project. The Licensee is only required to negotiate with Licensor, as Licensor's commitments are binding on all proposed contractors, third parties, and subcontractors.

16.2 Neither Licensee nor Licensor may assign or otherwise transfer the Supplement and this Master Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. The Supplement and this Master Agreement shall be binding upon the parties' respective successors and assigns.

16.3 Licensor must obtain the written approval of the State before subcontracting any portion of the Supplement and this Master Agreement. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Licensee in addition to the total fixed price agreed upon in the Supplement. All subcontracts shall incorporate the terms of the applicable Supplement and this Master Agreement and shall be subject to the terms and conditions of same and to any conditions of approval that Licensee may deem necessary.

16.4 Licensor represents and warrants that any subcontract agreement Licensor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Licensee, and that the subcontractor acknowledges that no privity of contract exists between the Licensee and the subcontractor and that Licensor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with Licensor. Licensor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Licensor's failure to pay any and all amounts due by Licensor to any subcontractor, materialman, laborer or the like.

16.5 All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between Licensor and the Licensee, where such dispute affects the subcontract.

ARTICLE 17 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Licensee to proceed under this Master Agreement and the Supplement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the fulfillment of this Master Agreement and the Supplement are, at any time, not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Licensee for the payments or performance due under this Master Agreement, Licensee shall have the right to immediately terminate the Supplement and this Master Agreement as to itself only, without damage, penalty, cost or expense to Licensee of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Licensee shall have the sole right to determine whether funds are available for the payments or performances due under the Supplement and this Master Agreement. In the event of termination due to unavailability of funds, Licensor shall be entitled to receive just and equitable compensation for work completed by Licensor in connection with this Master Agreement and accepted by Licensee prior to the date of receipt of notification of termination.

ARTICLE 18 TERMINATION

18.1 Termination Upon Mutual Agreement: A Supplement may be terminated in whole or in part upon the mutual written agreement of Licensor and the Licensee.

18.2 Termination Due To Bankruptcy: Without prejudice to any other available remedies, either Licensor or Licensee may terminate a Supplement and this Master Agreement immediately upon written notice if (a) the other party becomes insolvent, files for relief under any bankruptcy law, or makes an arrangement with 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 (b) 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.

18.3 Termination Other Than For Cause: A Licensee may terminate a Supplement and this Master Agreement as to itself only, in whole or in part and without the assessment of penalties, for any reason by giving thirty (30) calendar days written notice specifying the effective date thereof to Licensor.

18.4 Termination For Cause: If either party fails to comply with the terms and conditions of the Supplement or this Master Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate the Supplement and this Master Agreement solely as between those two parties. The non-defaulting party may also pursue any remedy available to it in law or in equity.

18.5 Termination of Master Agreement: ITS may terminate this Master Agreement without the assessment of penalties for any reason after giving thirty (30) calendar days written

notice specifying the effective date thereof to Licensor but any Supplement entered into prior to the termination date of this Master Agreement shall survive the termination of the Master Agreement. The terms of this Master Agreement shall survive its termination/expiration with respect to any unexpired Supplements.

18.6 Pro-Rated Refund Of Unexpended Fees: Upon termination of a Supplement, Licensor shall refund any and all applicable unexpended pro-rated license fees and if applicable, maintenance/service fees previously paid by the Licensee.

ARTICLE 19 GOVERNING LAW

This Master Agreement and each Supplement shall be construed and governed in accordance with the laws of the State of Mississippi. Licensor expressly agrees that under no circumstances shall Licensee or ITS be obligated to pay an attorneys fee, prejudgment interest or the cost of legal action to Licensor. Further, nothing in this Master Agreement shall affect any statutory rights Licensor and Licensee may have that cannot be waived or limited by contract.

ARTICLE 20 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Master Agreement. A waiver by the State to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

ARTICLE 21 SEVERABILITY

If any term or provision of a Supplement or this Master Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of the Supplement or this Master Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the Licensee's purpose for entering into the Supplement can be fully achieved by the remaining portions of the Supplement that have not been severed.

ARTICLE 22 CAPTIONS

The captions or headings in this Master Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Master Agreement.

ARTICLE 23 HOLD HARMLESS

To the fullest extent allowed by law, Licensor shall indemnify, defend, save and hold harmless, protect and exonerate Licensee, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Licensor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform the Supplement and this Master Agreement.

ARTICLE 24 THIRD PARTY ACTION NOTIFICATION

Licensor shall give Licensee prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Licensor by any entity that may result in litigation related in any way to the Supplement or this Master Agreement, and/or which may affect Licensor's performance under the Supplement and this Master Agreement.

ARTICLE 25 AUTHORITY TO CONTRACT

Licensor warrants that it is a validly organized business with valid authority to enter into this Master Agreement; that entry into and performance under this Master Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Master Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under a Supplement and this Master Agreement.

ARTICLE 26 NOTICE

Any notice required or permitted to be given under this Master Agreement shall be in writing and personally delivered or sent by facsimile provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at their usual business address. ITS' address for notice is: Mr. David L. Litchliter, Executive Director, Mississippi Department of Information Technology Services, 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201. Licensor's address for notice is: Ms. Teresa Frazier, Vice President, Blackboard Inc., 1899 L Street, NW, Suite 500, Washington, DC 20036. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address or points of contact.

ARTICLE 27 RECORD RETENTION AND ACCESS TO RECORDS

Licensor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Master Agreement and the Supplement. The Licensee, ITS, any state or federal agency authorized to audit Licensee, and/or any of their duly authorized representatives, accountants or attorneys, shall, at their expense and upon prior reasonable notice to Licensor, have access to any of Licensor's books, documents, papers and/or records that are pertinent to the Supplement and this Master Agreement to make audits, examinations, excerpts and transcriptions at Licensor's office where such records are kept during Licensor's normal business hours. All records relating to this Master Agreement and the Supplement shall be retained by Licensor for three (3) years from the date of receipt of final payment under this Master Agreement and the Supplement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 28 INSURANCE

Licensor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Licensor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Licensor will, upon request, furnish Licensee with a certificate of conformity providing the aforesaid coverage.

ARTICLE 29 DISPUTES

Should disputes arise with respect to a Supplement or this Master Agreement, Licensor and Licensee agree to act immediately to resolve such disputes. With the exception of disputes related to payment and/or breach of confidentiality and/or intellectual property, Licensor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Supplement and/or this Master Agreement. Should Licensor fail to continue without delay to perform its responsibilities under the Supplement and/or this Master Agreement in the accomplishment of all work, any additional costs incurred by Licensor or Licensee as a result of such failure to proceed shall be borne by Licensor and Licensor shall make no claim against Licensee for such costs.

ARTICLE 30 COMPLIANCE WITH LAWS

Licensor shall comply with, and all activities under a Supplement and this Master Agreement shall be subject to all Licensee policies and procedures of which Licensor has knowledge, and all applicable federal, state and local laws and regulations as now existing and as may be amended or modified. Specifically, but not limited to, Licensor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of the Supplement and this Master Agreement because of race, creed, color, sex, age, national origin or disability.

ARTICLE 31 CONFLICT OF INTEREST

Licensor shall notify Licensee of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to Licensee's satisfaction, Licensee reserves the right to terminate the Supplement and this Master Agreement as to itself only.

ARTICLE 32 SOVEREIGN IMMUNITY

By entering into this Master Agreement with Licensor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 33 CONFIDENTIAL INFORMATION

33.1 Licensor shall treat all Licensee data and information to which it has access by its performance under the Supplement and this Master Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Licensee. In the event that Licensor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Licensor shall promptly inform Licensee and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of the Supplement or this Master Agreement and shall continue in full force and effect and shall be binding upon the Licensor and its agents, employees, successors, assigns, subcontractors or any party or

entity claiming an interest in the Supplement or this Master Agreement on behalf of, or under the rights of the Licensor following any termination or completion of the Supplement or this Master Agreement.

33.2 It is understood by Licensor that copies of this executed Master Agreement may be distributed to the governmental agencies, governing authorities, and educational institutions of the State of Mississippi.

ARTICLE 34 EFFECT OF SIGNATURE

Each person signing a Supplement or this Master Agreement represents that he or she has read the Supplement and this Master Agreement in its entirety, understands its terms, is duly authorized to execute the Supplement or this Master Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, the Supplement and this Master Agreement shall not be construed or interpreted in favor of or against the State or the Licensor on the basis of draftsmanship or preparation hereof.

ARTICLE 35 STATE PROPERTY

Licensor shall be responsible for the proper custody of any Licensee-owned property furnished for Licensor's use in connection with work performed pursuant to any Supplement. Licensor shall reimburse the Licensee for any loss or damage, normal wear and tear excepted.

ARTICLE 36 NEWS RELEASES

News releases pertaining to a Supplement or this Master Agreement or the products, study, data, or project to which it relates will not be made without the State's prior written approval, which shall not be unreasonably withheld, and then only in accordance with the explicit written instructions from the State.

ARTICLE 37 SURVIVAL

Articles 11, 12, 19, 23, 27, 32, 33, 40, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of the Supplement or this Master Agreement.

ARTICLE 38 ENTIRE AGREEMENT

38.1 This Master Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto, including all terms of any unsigned or "shrink-wrap" license included in any package, media or electronic version of Licensor-furnished Software, or any "click-wrap" or "browse-wrap" license presenting in connection with a purchase via the internet. The Supplement, RFP No. 3452, and Licensor's Proposal submitted in response thereto are hereby incorporated into and made a part of this Master Agreement as far as the individual Licensee is concerned.

38.2 The Master Agreement made by and between the parties hereto shall consist of, and

precedence is hereby established by the order of the following:

- A. This Master Agreement signed by Lessor and ITS;
- B. Any Exhibits attached to this Master Agreement;
- C. The Supplement(s) signed by Lessor, ITS and Licensee, as applicable;
- D. RFP No. 3452 and all written clarifications/addenda, and
- E. Lessor's Proposal, as accepted by ITS, in response to RFP No. 3452.

38.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by Lessor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Master Agreement") and the lowest document is listed last ("E. Lessor's Proposal").

ARTICLE 39 DEBARMENT AND SUSPENSION CERTIFICATION

Lessor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Master Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Master Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

ARTICLE 40 NON-SOLICITATION OF EMPLOYEES

Both Lessor and Licensee agree not to employ or to solicit for employment, directly or indirectly, any of the other party's employees until at least one (1) year after the expiration/termination of the Supplement unless mutually agreed to the contrary in writing by the Licensee and Lessor and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government. This Article is not intended to prevent either party from employing an individual who responds to a public notice or who approaches the hiring party on his/her initiative to seek employment.

ARTICLE 41 NETWORK SECURITY

Licensor and Licensee understand and agree that the State of Mississippi's Enterprise Security Policy mandates that all remote access to and/or from the State network must be accomplished via a Virtual Private Network (VPN). If remote access is required at any time during the life of this Master Agreement, Licensor and Licensee agree to implement/maintain a VPN for this connectivity. This required VPN must be IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device (i.e. VPN concentrator, PIX firewall, etc.) on the State's premises. Licensor agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate the specified VPN on Licensor's premises. The parties further understand and agree that the State protocol standard and architecture are based on industry-standard security protocols and manufacturer engaged at the time of contract execution. The State reserves the right to introduce a new protocol and architecture standard and require Licensor to comply with same, in the event the industry introduces a more secure, robust protocol to replace IPSec/ESP and/or there is a change in the manufacturer engaged.

ARTICLE 42 SOFTWARE SUPPORT

42.1 Telephone Product Support. Licensee is eligible to receive Product Support (as defined below) in English from Licensor. Licensee may designate up to two (2) of its personnel for purposes of receiving Product Support ("Technical Contacts"), and Licensee may designate substitute personnel to be Technical Contacts by providing written notice to Licensor (provided that not more than two (2) persons may be designated as Technical Contacts at any particular time). Provided that Licensee remains in compliance with Licensor's minimum configuration requirements, Licensee's Technical Contacts may contact Licensor, via the web or telephone at the telephone number provided by Licensor from time to time, for purposes of receiving Product Support. The term "Product Support" means the provision of advice and responses by Licensor's personnel to inquiries from Licensee's then-current Technical Contacts related to installation, configuration and use of the Software. Product Support will be made available in English only twenty-four (24) hours a day, seven (7) days a week, 365 days a year, excluding the US Federal public holidays of New Years Day, Martin Luther King Day, Presidents' Day, Memorial Day, July 4, Labor Day, Thanksgiving and Christmas. For the Learning System Basic Edition License, product Support will be made available in English Monday through Friday, 8:00 A.M. to 5:00 P.M. (Central Time), excluding US Federal public holidays. Unless otherwise specified by Licensor, Product Support is available by calling 1-888-788-5264. In addition to the foregoing support services, Licensor may make representatives available for onsite support, at its sole discretion, at Licensor's then prevailing rates. Any calls for Product Support received between 5:00 P.M. and 8:00 A.M. will be queued up for response the following business day in the order in which they were received.

42.2 Support Limitations. Licensor shall provide Product Support only with respect to the then-current generally available version of the Software and the two (2) most recent previously issued Updates of the Software. Licensee acknowledges that Licensor has no obligation under this Master Agreement to provide Product Support or other support services with respect to (a) any third-party software not incorporated into the Software and its use with the Software; (b) the use of any

third-party software provided under this Master Agreement other than with the Software; (c) any Software Error or problems relating to the Software resulting directly from (i) use of the Software other than strictly according to the terms of this Master Agreement, including, without limitation, human error; (ii) unauthorized modification of the Software by Licensee or any third party; or (iii) any combination or integration of the Software with hardware, software and/or technology not provided by Licensor, or problems arising from Licensee's hardware and cabling power or environmental conditions. Support is not available from Licensor in languages other than English.

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42.3 Error Resolution. In the event that Licensor determines, in its good faith discretion, that any request for Product Support by Licensee's then-current Technical Contacts arises from a verifiable Software Error, Licensor will classify such Software Error according to the appropriate Severity Code, as determined by reference to the categories listed in the table below, and will use its best efforts to correct the relevant Software Error according to the relevant Error Resolution Protocol set forth for each such category. Upon request of Licensee, Licensor shall notify Licensee of the Severity Code assigned to the Software Error and shall keep Licensee informed of the status of same. Notwithstanding the foregoing, Licensee acknowledges that no warranty is made regarding any such Error Response Protocol with respect to all or any Software Errors. Licensee further acknowledges that Severity Code 1, 2, and 3 Software Errors will take priority over requests for Product Support not arising from Software Errors.

Severity Code	Description/Examples	Response Protocol
1	Software is not functioning. Some examples of Severity Code 1 Software Errors are as follows: (i) Software is down and will not restart; (ii) Software is not able to communicate with external systems; and (iii) Software is generating a data corruption condition.	Blackboard will use its best efforts to resolve Severity Code 1 Software Error reports on a twenty-four (24) hour basis.* When a Severity Code 1 Software Error is reported, Blackboard will assign resources necessary to correct the Software Error. If access to the Software is required, Licensee will provide a contact available to Blackboard and access to Licensee's system and other software for the duration of the error correction procedures.
2	Software is running but Licensee is unable to use major portions of the Software. Some examples of Severity Code 2 Software Errors are as follows: (i) intermittent Software Error and (ii) major functional component is unavailable.	Severity Code 1 Software Errors will take priority over Severity Code 2 Software Errors. Blackboard will assign appropriate technical resources to Severity Code 2 Software Errors and resolve the Severity Code 2 Software Errors as long as there are no Severity Code 1 Software Errors awaiting resolution. In case Severity Code 1 Software Errors are awaiting resolution, Blackboard will resolve the Severity Code 2 Software Errors within 24 hours of the Severity Code 1 Software Error being resolved.
3	Software is operating close to normal but there is a non-critical Software Error.	Blackboard will research Severity Code 3 Software Errors after Severity Code 1 and Severity Code 2 Software Errors. Blackboard may correct Severity Code 3 Software Errors

		in the next scheduled Upgrade or Update or make corrections available to Licensee on Blackboard's Web site. Blackboard will assign appropriate technical resources to Severity Code 3 Software Errors as long as there are no Severity Code 1 and 2 Software Errors awaiting resolution.
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* In order to determine Severity Codes and comply with the response times indicated herein, Blackboard will use its best efforts to verify and replicate the relevant Software Errors within 2 hours.

42.4 Maintenance. From time to time Lessor may, in its discretion, develop Application Packs, Corrections, Updates or Upgrades to the Software. Provided that Licensee has paid to Lessor all fees and other amounts due and payable under the Supplement, Lessor will, during the period while the Supplement remains in effect, make available to Licensee such Application Packs, Corrections, Updates and/or Upgrades, if and when developed, at no additional cost. Any such Application Packs, Corrections, Updates and/or Upgrades shall, if and when provided or made available, be deemed to constitute part of the Software and shall be subject to all terms and provisions set forth in this Master Agreement, otherwise applicable to the Software, including, without limitation, terms and provisions related to licenses, use restrictions and ownership of the Software.

42.5 Additional Services. Any time or expense incurred by Lessor in diagnosing or fixing problems that are not caused by the Software or are not covered by the support services are billable to Licensee at Lessor's then-existing services rates, with a one-hour minimum charge per call.

ARTICLE 43 LIABILITY ISSUES

Unless jointly agreed otherwise in writing, Lessor's liability shall not exceed the total amount paid by Licensee to Lessor under the applicable Supplement. In no event will Lessor be liable to Licensee for any indirect, special, incidental or consequential damages including lost profits, lost savings or lost revenues of any kind unless Lessor was advised of the possibility of such loss or damage. Excluded from the liability limitation in this article are claims related to infringement issues addressed in Article 12 herein; bodily injury; death; physical damage to tangible personal property and real property, and the intentional and willful or gross negligent acts of Lessor. The limitation of liability language contained herein will apply to Licensee to the extent it is permitted and not prohibited by the laws or Constitution of the State of Mississippi.

ARTICLE 44 BLACKBOARD ON-SITE TRAINING SERVICES

44.1 Lessor, upon request of Licensee, shall provide on-site training services to Licensee. To request or schedule a training event for Licensee, Licensee shall contact its Lessor Account Manager, who will be designated upon execution of the Supplement. Events are typically scheduled three (3) to six (6) weeks in advance.

44.2 Hands-on class size is restricted to a maximum of fifteen (15) Authorized End Users to maintain an effective instructor-student ratio. Extra students may require an additional materials, instructor fee, or additional days. Large groups may request presentation learning instead of the hands-on classroom format. Training events are only for Licensee's on-campus, internal use. Training events may not be video recorded.

44.3 Each class is structured as a hands-on/active training seminar held in a computer classroom unless otherwise agreed. To insure the best learning experience, Licensee must provide:

- (a) a computer lab containing one (1) computer for each student. Each computer must have at least 233 MHz processors and 64 MB of RAM and monitors capable of at least 1024x768 resolution;
- (b) a high bandwidth Internet connection from each computer;
- (c) Microsoft Internet Explorer 5.5 or later OR Netscape 4.7 or later installed on each computer;
- (d) Recommended: Microsoft Office, Adobe Acrobat Reader, Windows Media Player, QuickTime and/or RealPlayer;
- (e) a video projection device capable of 1024x768 resolution attached to a "lead" computer, and
- (f) access to the locally installed version of Blackboard software or a Blackboard ASP installation.

44.4 All Blackboard Training on-site workshops purchased pursuant to this Master Agreement must be used within one (1) year of the execution of the appropriate Supplement.

ARTICLE 45 BLACKBOARD ON-LINE TRAINING SERVICES

45.1 Licensor, upon request of Licensee, shall provide on-line training services to Licensee. To request enrollment in an on-line training course for Licensee, Licensee shall contact its Blackboard Account Manager, who will be designated upon execution of the Supplement. On-line courses typically begin on the first Monday of each month.

45.2 On-line training class sizes are restricted to a maximum of twenty-five (25) Authorized End Users to maintain an effective instructor-student ratio.

45.3 While there are no course prerequisites for enrollment, each participant must possess basic Web navigation and file management skills, internet access, and an email address. Students in on-line training courses should expect to spend three (3) to six (6) hours per week reading assignments, completing exercises, and participating in Discussion Board forums. The Licensee must provide the name(s) and email addresses of each participant in advance of the course start date.

45.4 All Blackboard Training on-line workshops purchased pursuant to this Master Agreement must be used within one (1) year of the execution of the appropriate Supplement.

ARTICLE 46 BLACKBOARD REGIONAL TRAINING EVENTS

46.1 Regional training events are held at Licensor offices in Washington, DC and Phoenix, Arizona, or other locations as advertised.

46.2 The class size for regional training events is capped at twenty (20) Authorized End Users to maintain an effective instructor-student ratio.

46.3 All Blackboard training on-site workshops, on-line training courses, and/or regional event seats purchased pursuant to this Master Agreement must be used within one (1) year of the execution of the appropriate Supplement.

ARTICLE 47 FEES FOR BLACKBOARD TRAINING SERVICES STAFF

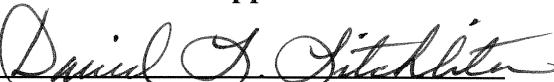
Upon completion of the appropriate Supplement and in consideration for the services provided in the Supplement, Licensor shall invoice Licensee who shall make payments in accordance with Article 7 herein. The travel expenses shall not exceed the daily amounts allowed by the Mississippi Department of Finance and Administration. All travel expenses must be pre-approved by Licensee. Except as provided above, each party will be responsible for its own expenses incurred in rendering performance under any Supplement including the cost of facilities, work space, computers and computer time, personnel, supplies and the like, except that Licensee shall be responsible for supplying facilities for the training services if Licensor conducts training services at a site other than Licensor's facilities.

ARTICLE 48 SECURITY

While on Licensee's premises, Licensor's employees and subcontractors will comply with all reasonable security practices and procedures generally prescribed by Licensee.

For the faithful performance of the terms of this Master Agreement, the parties have caused this Master Agreement to be executed by their undersigned representatives.

**State of Mississippi, Department of
Information Technology Services, on
behalf of the Agencies and Institutions
of the State of Mississippi**

By: 
Authorized Signature

Printed Name: David L. Litchliter

Title: Executive Director

Date: 4-20-06

Blackboard Inc.

By: 
Authorized Signature

Printed Name: Tess Frazier

Title: Vice President

Date: 19 April 2006

EXHIBIT A

Product Description	List Price Year 1	% SBCJC Discount	Unit Price	Extended Price Year 1
Vendor Hosted Application				
Basic Edition (limited to no more than 3,000 Authorized End Users)	\$9,500	N/A		\$9,500
Tiered Licensing				
Learning System				
Tier I 0-2,000 FTE	\$27,500	20%		\$22,000
Tier II 2,001-4,000 FTE	\$35,000	20%		\$28,000
Tier III 4,001-8,000 FTE	\$42,500	20%		\$34,000
Tier IV 8,001-15,000 FTE	\$52,000	20%		\$41,600
Tier V 15,001-25,000 FTE	\$59,500	20%		\$47,600
Tier VI 25,001-50,000 FTE	\$67,500	20%		\$54,000
Community System				
Tier I 0-2,000 FTE	\$17,500	20%		\$14,000
Tier II 2,001-4,000 FTE	\$20,000	20%		\$16,000
Tier III 4,001-8,000 FTE	\$23,000	20%		\$18,400
Tier IV 8,001-15,000 FTE	\$26,000	20%		\$20,800
Tier V 15,001-25,000 FTE	\$29,500	20%		\$23,600
Tier VI 25,001-50,000 FTE	\$32,500	20%		\$26,000
Content System				
Tier I 0-2,000 FTE	\$22,500	20%		\$18,000
Tier II 2,001-4,000 FTE	\$30,000	20%		\$24,000
Tier III 4,001-8,000 FTE	\$37,500	20%		\$30,000
Tier IV 8,001-15,000 FTE	\$45,000	20%		\$36,000
Tier V 15,001-25,000 FTE	\$52,500	20%		\$42,000
Tier VI 25,001-50,000 FTE	\$60,000	20%		\$48,000
Professional Services				
Training (Onsite)	N/A	N/A	\$2,750/day	N/A
Training (Online or Regional)	N/A	N/A	\$325/course	N/A
Consulting	N/A	N/A	\$215/hour	N/A

Product Description	List Price Year 1	% SBCJC Discount	Unit Price	Extended Price Year 1
<p>ASP Consulting</p> <p>Data Archive and Cleanup Related Services and Charges:</p> <ul style="list-style-type: none"> - There are a number of Blackboard application data archiving and cleanup projects that require expert knowledge of Blackboard application and database infrastructure and/or local command-line access into servers in order to perform the tasks. As Blackboard ASP is fully managing client's Blackboard application systems and has the expertise on Blackboard applications and database, clients often ask Blackboard ASP to perform some of these tasks. - Common types of data archiving and cleanup tasks that require database/application engineering expertise and command-line access to servers include (but by no means are limited to) the following: <ul style="list-style-type: none"> • 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 user names / courses from a database query 	N/A	N/A	\$175/hour	N/A

Product Description	List Price Year 1	% SBCJC Discount	Unit Price	Extended Price Year 1
As a policy and general guidelines to set expectations with clients, Blackboard ASP Services will perform up to 4 data archiving and cleanup related TICKETS per client per year (i.e., several data archiving and cleanup tasks can be grouped together as one ticket to be addressed at one time per semester or per quarter, for example). As for clients who request batch archival of data on to a hard-drive and shipment to client's location, they will also be charged \$200 for the cost of each of 200 GB hard-drive required. The hard-drive can be shipped back to ASP at the time of next project to be reused. After 4 free services per year, Blackboard ASP will charge a flat fee of \$800 per ticket created for data archiving and cleanup related tasks. These tasks will be counted separately from the 4 free restores per year per Client that ASP Services will also perform.				
<u>Miscellaneous Services and Charges:</u> If Blackboard ASP is required to perform miscellaneous tasks for the client that is beyond the standard scope of the ASP service offering, Blackboard ASP Services will determine whether the requested task can be done by Blackboard ASP Services before committing to the client, and will charge an hourly rate for the hours necessary to complete the task(s).				
Academic Suite ASP Setup	\$35,000	10%		\$31,500
Learning System and/or Community System ASP set-up fee	\$20,000	10%		\$18,000
Content System set-up fee	\$15,000	10%		\$13,500

Product Description	List Price Year 1	% SBCJC Discount	Unit Price	Extended Price Year 1
High Availability/High Performance Services – 4 CPU Real Application Clusters (RAC) Setup <ul style="list-style-type: none">- Oracle 9i or 10g RAC clustered database nodes configuration pointing to a separate client-dedicated RAID-4 protected storage volumes for redundant and load-balanced database servers configuration- Oracle 9i or 10g RAC License is included- Minimum of two (2) dedicated database servers as database nodes- Includes Oracle Recovery Manager (RMAN) database backup service, which allows point-in-time database backup and restore capability- Complex Hosting Manager Service must be sold together with High Availability / High Performance Service- This service is invariably a customized solution for each client with custom pricing. Consult ASP Services Management for pricing and proposal information. 4 CPU RAC SETUP – each node with 2 CPU servers	\$40,000	10%		\$36,000
High Availability/High Performance Services – 8 CPU RAC Setup	\$60,000	10%		\$54,000
8 CPU RAC SETUP – each node with 4 CPU servers				
Business Continuity Service Setup	\$20,000	10%		\$18,000
Staging Environment Setup	\$5,000	10%		\$4,500
Test and Development Environment Setup	\$1,000	10%		\$900

Product Description	List Price Year 1	% SBCJC Discount	Unit Price	Extended Price Year 1
Virtual Private Network setup	\$1,500	10%		\$1,350
Community System e-commerce set-up fee	\$3,000	10%		\$2,700
Data Restoration per/incident (after 4 events)	\$800	10%		\$720
<ul style="list-style-type: none"> - Blackboard ASP can restore data deleted or removed from the client's ASP hosted site if the data is not older than 30 days using nightly data backup. - Under the standard ASP Schedule, Blackboard ASP Service will perform data restoration up to four times a year without any additional charge. After four free restorations per year, Blackboard will charge then-current per-request fee to perform data restoration. 				
Full Data Backup	\$1,000	10%		\$900
<ul style="list-style-type: none"> - For clients who request Blackboard ASP Service to perform a backup of the client's data (e.g., archiving purposes) and load on a hard drive and ship it to clients, Blackboard ASP will charge then-current rates to perform this task. The fee includes the cost of the hard-drive and shipping. - This is also the same fee-based service provided for clients also leaving ASP Services and moving to a locally hosted environment and request ASP to provide the latest data backup. 				

Product Description	List Price Year 1	% SBCJC Discount	Unit Price	Extended Price Year 1
Recurring Costs				
Hosting Charges				
Academic Suite	\$65,500	10%		\$58,950
LS and/or Community System	\$45,800	10%		\$41,220
Content System	\$19,700	10%		\$17,730
Additional Service Unit for Learning System or Academic Suite	\$32,700	10%		\$29,430
Learning System - Basic	\$32,700	10%		\$29,430
RMAN Recovery Backup Services - Oracle Recovery Manager (RMAN) database backup service, which allows point-in-time database backup and restore capability	\$12,000	10%		\$10,800
High Availability/High Performance Services – 4 CPU RAC	\$60,000	10%		\$54,000
High Availability/High Performance Services – 8 CPU RAC	\$120,000	10%		\$108,000

<p>Complex Hosting Manager Service (20% Time Dedication to Client)</p> <ul style="list-style-type: none"> - Complex Hosting Manager has three primary tasks – project management, communication, and documentation – and can be contracted as full-time dedicated or part-time dedicated to clients - Complex Hosting Manager will be available to client's systems administrators and operations staff through a dedicated phone numbers & email. - Defined and dedicated for day-to-day ASP support requests and status reporting. - Support directly the development of application through: <ul style="list-style-type: none"> o Direct ASP ticket escalation management and documentation o Development support activities focused on impact analysis and evaluation based on updates and upgrades - Modify and order hardware when necessary - Coordinate and deliver requirements to other key ASP staff including ASP operations and engineering. - Provide timely and detailed reports of planned infrastructure changes; planned, or unplanned service outages, or degradation of service; and issue resolution reports - Develop detailed documentation including Escalation process, Operations Handbook, Infrastructure (including Oracle RAC) test plans - Evaluate the system and run reports when necessary to manage system stability 	\$40,000	10%		\$36,000
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<ul style="list-style-type: none"> - Implement development and test environment when necessary - Manage and plan the client's ASP infrastructure for scalability, optimal performance and growth in coordination with client and ASP operations - Complex Hosting Technical Manager's hours only include billable hours directly related to client-specific Blackboard environment and EXCLUDE any hours spent on other client(s), on shared network infrastructure or other Blackboard ASP service issues that affect other clients. 				
Complex Hosting Manager Service (25% Time Dedication to Client)	\$60,000	10%		\$54,000
Complex Hosting Manager Service (50% Time Dedication to Client)	\$100,000	10%		\$90,000
Complex Hosting Manager Service (100% Time Dedication to Client)	\$180,000	10%		\$162,000

Business Continuity Service – Service Level 1 <ul style="list-style-type: none"> - Business Continuity Service is designed as for disaster recovery scenarios with mirrored backup site in physically separate location provisioned to be turned on with Recovery Time Objective (RTO) and Recovery Point Objective (RPO). - RTO is the time-measured objective to have the Blackboard Business Continuity Service operation up and running from the point in time that Blackboard is made aware of the client's primary Blackboard system failure. - RPO is the objective to minimize the loss of the client's database and file storage content by constantly backing up the client's information no less than the time guaranteed under each RPO service level. - Includes Oracle Recovery Manager (RMAN) database backup service, which allows point-in-time database backup and restore capability Production Environment Hosted in ASP for up to 30,000 active users: Level 1 Service (72 hours RTO / 24 hours RPO) – non RAC setup	\$25,000	10%		\$22,500
Business Continuity Service – Service Level 2 Production Environment Hosted in ASP for up to 30,000 active users: Level 2 Service (24 hours RTO / 12 hours RPO) – non RAC setup	\$30,000	10%		\$27,000
Business Continuity Service – Service Level 3 Production Environment Hosted in ASP for up to 30,000 active users: Level 3 Service (6 hours RTO / 3 hours RPO) – non RAC setup	\$40,000	10%		\$36,000

Staging ASP Environment	\$32,700	10%		\$29,430
<ul style="list-style-type: none"> - The Staging Environment is designed for Customer to test and approve new update/upgrade software and changes in software configuration before implementing such software in a production environment. It may NOT be used for production purposes. - The Staging Environment is not designed to fully replicate or clone the production environment in terms of physical infrastructure. - Initial Term is a minimum of six (6) months and renews automatically for successive 12-month terms. - Setup Fee includes installation of Test Copy Hosted Software on servers in Blackboard's production environment. - One(1) client-dedicated database server with minimum of two 3.1 GHz Xeon Intel processors, each processor with 4GB RAM at minimum - One(1) client-dedicated application server with minimum of two 3.1 GHz Xeon Intel processors, each processor with 4GB RAM at minimum - 20 GB storage as "soft quota" – but storage is never capped - 512 Kbps of bandwidth as "soft quota" – but bandwidth is never capped - 99.7% Uptime Guarantee Service Level Agreement 				

Test and Development ASP Environment	\$13,000	10%		\$11,700
<ul style="list-style-type: none"> - The Test & Development Environment is a Non-Production Environment designed for fewer than 10 users on the system at any given time for development and testing purposes. Thus, it is not designed to fully replicate or clone the production environment in terms of physical infrastructure. - Full Root Access to server is granted with the Test & Development Environment. Thus, by its nature Test & Development Environment DOES NOT qualify for any Service Level Guarantees. - Initial Term is a minimum of six (6) months and renew automatically for successive 12-month terms. - Setup Fee includes installation of Test Copy Hosted Software on servers in Blackboard's non-production environment. - One(1) client-dedicated application/database server with minimum of 400 MHz Pentium Intel processors, each processor with 0.5GB RAM at minimum - Minimum of 9 GB storage guaranteed 				
Additional Bandwidth	\$5,760	10%		\$5,184
<ul style="list-style-type: none"> - Additional Bandwidth for ASP Hosting can be purchased in 1 Mbps increments. 				

Additional Learning System and Community system storage (per/10GB) <ul style="list-style-type: none"> - Additional Storage for ASP Hosting Services tied to Learning System and Community System can be purchased in 10 GB increments. - Each 10 GB storage is backed up daily in another storage system and each daily backup is stored for 30 days before removal. In addition, each weekly backup is stored on a separate tape backup system and stored for 30 days before removal. 	\$3,600	10%		\$3,240
Additional Storage for the Content System (per/TB) <ul style="list-style-type: none"> - Additional Storage for ASP Hosting Services tied to Content System (designed to provide storage space for e-portfolios/virtual hard drive features on Content System) can be purchased in 1 TB increments. - Each 1 TB storage is backed up daily in another storage system and each daily backup is stored for 30 days before removal. 	\$26,400	10%		\$23,760

Virtual Private Network	\$13,000	10%		\$11,700
<ul style="list-style-type: none"> - Virtual Private Network (VPN) service is a point to point virtual network tunneling and data encryption technology that allows the passing of sensitive information over public networks while protecting the data from being intercepted by a third party. Blackboard hosts VPN devices in Blackboard's facility and manages the VPN encryption tunnel between the Blackboard datacenter and customer-designated site. Blackboard will ship to clients a pre-configured VPN hardware which sits in front of the snapshot controller and encrypts all information coming from Blackboard to client's servers and vice versa. - Customer is responsible for installing the pre-configured VPN hardware to their existing network. Blackboard will provide the Customer with documentation to be used with the VPN hardware installation process. Upon the request of the Customer, Blackboard can also send a Technical Consultant to assist in the installation of the VPN hardware. The Technical Consultant will be provided at the then current Blackboard rates, including time and materials. - Customer will be charged a one-time set up fee and annual recurring charge at the then-standard applicable rates for this optional service. 				

Secure Socket Layer (SSL) <ul style="list-style-type: none"> - Secure Socket Layer (SSL) is an encryption protocol that prevents eavesdropping of data that passes between a web server and an end-user's browser. SSL enabled websites encrypt data before it is transmitted from the web server to the end user and from the end user to the web server. Blackboard's Learning System 6.1 and higher versions contain SSL Choice feature, which once turned on from the system administration panel allows Customer to choose which parts of the site should be encrypted and which should not, which in turn effectively reduces unnecessary CPU usage associated with SSL software. In order to take advantage of the SSL Choice, Customer must have SSL software enabled. - As an optional service, Blackboard offers Software-based Secure Socket Layer (SSL) to Customer for added security to Customer's data transmission. Customer must have Blackboard Learning Systems 6.1 or higher version in order to take advantage of this Service. Blackboard will obtain an SSL certificate from a certificate authority and set up the service for the Customer at the then-standard applicable rates. 	\$500	10%		\$450
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Blackboard E-mail Services (50 Mb per user)	\$10	10%		\$9
<p>- Blackboard ASP service will provide email services partnering with Mirapoint, using Mirapoint's email and spam/virus protection appliance.</p> <p>- The actual pricing of the service can be altered depending on requirements such as mail features (e.g. webmail, IMAP, POP, etc.), optional features (e.g. personal calendar, group calendar), and storage requirements per user or group of users. Reference pricing is below:</p>				
Webmail, Personal Calendar				
Blackboard E-mail Services (100 Mb per user)	\$17	10%		\$15.30
Webmail, IMAP, Group Calendar				

Product Description	List Price Year 2	% SBCJC Discount	Unit Price	Extended Price Year 2
Vendor Hosted Application				
Tiered Licensing				
Learning System				
Tier I 0-2,000 FTE	\$28,875	10%		\$25,988
Tier II 2,001-4,000 FTE	\$36,750	10%		\$33,075
Tier III 4,001-8,000 FTE	\$44,625	10%		\$40,163
Tier IV 8,001-15,000 FTE	\$54,600	10%		\$49,140
Tier V 15,001-25,000 FTE	\$62,475	10%		\$56,228
Tier VI 25,001-50,000 FTE	\$70,875	10%		\$63,788
Community System				
Tier I 0-2,000 FTE	\$18,375	10%		\$16,538
Tier II 2,001-4,000 FTE	\$21,000	10%		\$18,900
Tier III 4,001-8,000 FTE	\$24,150	10%		\$21,735
Tier IV 8,001-15,000 FTE	\$27,300	10%		\$24,570
Tier V 15,001-25,000 FTE	\$30,975	10%		\$27,878
Tier VI 25,001-50,000 FTE	\$34,125	10%		\$30,713
Content System				
Tier I 0-2,000 FTE	\$23,625	10%		\$21,263
Tier II 2,001-4,000 FTE	\$31,500	10%		\$28,350
Tier III 4,001-8,000 FTE	\$39,375	10%		\$35,438
Tier IV 8,001-15,000 FTE	\$47,250	10%		\$42,525
Tier V 15,001-25,000 FTE	\$55,125	10%		\$49,613
Tier VI 25,001-50,000 FTE	\$63,000	10%		\$56,700
Professional Services				
Training (Onsite)	Pricing will be based on then current Blackboard rates.			
Training (Online or Regional)				
Consulting				
Learning System and/or Community System one time set-up fee	\$20,000	N/A		\$20,000
Content System one time set-up fee	\$15,000	N/A		\$15,000
Community System e-commerce one time set-up fee	\$3,000	N/A		\$3,000
Recurring Costs				
Hosting Charges				
LS and/or Community System (up to 10,000 active users)	\$44,100	N/A		\$44,100
Additional 7,500 active users	\$31,500			\$31,500
Content System	\$18,000	N/A		\$18,900

Product Description	List Price Year 3	% SBCJC Discount	Unit Price	Extended Price Year 3
Vendor Hosted Application				
Tiered Licensing				
Learning System				
Tier I 0-2,000 FTE	\$30,250	5%		\$28,738
Tier II 2,001-4,000 FTE	\$38,500	5%		\$36,575
Tier III 4,001-8,000 FTE	\$46,750	5%		\$44,413
Tier IV 8,001-15,000 FTE	\$57,200	5%		\$54,340
Tier V 15,001-25,000 FTE	\$65,450	5%		\$62,178
Tier VI 25,001-50,000 FTE	\$74,250	5%		\$70,538
Community System				
Tier I 0-2,000 FTE	\$19,250	5%		\$18,288
Tier II 2,001-4,000 FTE	\$22,000	5%		\$20,900
Tier III 4,001-8,000 FTE	\$25,300	5%		\$24,035
Tier IV 8,001-15,000 FTE	\$28,600	5%		\$27,170
Tier V 15,001-25,000 FTE	\$32,450	5%		\$30,828
Tier VI 25,001-50,000 FTE	\$35,750	5%		\$33,963
Content System				
Tier I 0-2,000 FTE	\$24,750	5%		\$23,513
Tier II 2,001-4,000 FTE	\$33,000	5%		\$31,350
Tier III 4,001-8,000 FTE	\$41,250	5%		\$39,188
Tier IV 8,001-15,000 FTE	\$49,500	5%		\$47,025
Tier V 15,001-25,000 FTE	\$57,750	5%		\$54,863
Tier VI 25,001-50,000 FTE	\$66,000	5%		\$62,700
Professional Services				
Training (Onsite)	Pricing will be based on then current Blackboard rates.			
Training (Online or Regional)				
Consulting				
Learning System and/or Community System one time set-up fee	\$20,000	N/A		\$20,000
Content System one time set-up fee	\$15,000	N/A		\$15,000
Community System e-commerce one time set-up fee	\$3,000	N/A		\$3,000
Recurring Costs				
Hosting Charges				
LS and/or Community System (up to 10,000 active users)	\$46,200	N/A		\$46,200
Additional 7,500 active users	\$33,000			\$33,000
Content System	\$18,000	N/A		\$19,800

Product Description	List Price Year 4	% SBCJC Discount	Unit Price	Extended Price Year 4
Vendor Hosted Application				
Tiered Licensing				
Learning System				
Tier I 0-2,000 FTE	\$31,625	0%		\$31,625
Tier II 2,001-4,000 FTE	\$40,250	0%		\$40,250
Tier III 4,001-8,000 FTE	\$48,875	0%		\$48,875
Tier IV 8,001-15,000 FTE	\$59,800	0%		\$59,800
Tier V 15,001-25,000 FTE	\$68,425	0%		\$68,425
Tier VI 25,001-50,000 FTE	\$77,625	0%		\$77,625
Community System				
Tier I 0-2,000 FTE	\$19,550	0%		\$19,550
Tier II 2,001-4,000 FTE	\$23,000	0%		\$23,000
Tier III 4,001-8,000 FTE	\$26,450	0%		\$26,450
Tier IV 8,001-15,000 FTE	\$29,900	0%		\$29,900
Tier V 15,001-25,000 FTE	\$33,925	0%		\$33,925
Tier VI 25,001-50,000 FTE	\$37,325	0%		\$37,325
Content System				
Tier I 0-2,000 FTE	\$25,875	0%		\$25,875
Tier II 2,001-4,000 FTE	\$34,500	0%		\$34,500
Tier III 4,001-8,000 FTE	\$43,125	0%		\$43,125
Tier IV 8,001-15,000 FTE	\$51,750	0%		\$51,750
Tier V 15,001-25,000 FTE	\$60,375	0%		\$60,375
Tier VI 25,001-50,000 FTE	\$69,000	0%		\$69,000
Professional Services				
Training (Onsite)				
Training (Online or Regional)				Pricing will be based on then current Blackboard rates.
Consulting				
Learning System and/or Community System one time set-up fee	\$20,000	N/A		\$20,000
Content System one time set-up fee	\$15,000	N/A		\$15,000
Community System e-commerce one time set-up fee	\$3,000	N/A		\$3,000
Recurring Costs				
Hosting Charges				
LS and/or Community System (Up to 10,000 active users)	\$48,300	N/A		\$48,300
Additional 7,500 active users	\$34,500			\$34,500
Content System	\$20,700	N/A		\$20,700

Product Description	List Price Year 5	% SBCJC Discount	Unit Price	Extended Price Year 5
Vendor Hosted Application				
Tiered Licensing				
Learning System				
Tier I 0-2,000 FTE	\$33,000	0%		\$33,000
Tier II 2,001-4,000 FTE	\$42,000	0%		\$42,000
Tier III 4,001-8,000 FTE	\$51,000	0%		\$51,000
Tier IV 8,001-15,000 FTE	\$62,400	0%		\$62,400
Tier V 15,001-25,000 FTE	\$71,400	0%		\$71,400
Tier VI 25,001-50,000 FTE	\$81,000	0%		\$81,000
Community System				
Tier I 0-2,000 FTE	\$21,000	0%		\$21,000
Tier II 2,001-4,000 FTE	\$24,000	0%		\$24,000
Tier III 4,001-8,000 FTE	\$27,600	0%		\$27,600
Tier IV 8,001-15,000 FTE	\$31,200	0%		\$31,200
Tier V 15,001-25,000 FTE	\$35,400	0%		\$35,400
Tier VI 25,001-50,000 FTE	\$39,000	0%		\$39,000
Content System				
Tier I 0-2,000 FTE	\$27,000	0%		\$27,000
Tier II 2,001-4,000 FTE	\$36,000	0%		\$36,000
Tier III 4,001-8,000 FTE	\$45,000	0%		\$45,000
Tier IV 8,001-15,000 FTE	\$54,000	0%		\$54,000
Tier V 15,001-25,000 FTE	\$63,000	0%		\$63,000
Tier VI 25,001-50,000 FTE	\$72,000	0%		\$72,000
Professional Services				
Training (Onsite)	Pricing will be based on then current Blackboard rates.			
Training (Online or Regional)				
Consulting				
Learning System and/or Community System one time set-up fee	\$20,000	N/A		\$20,000
Content System one time set-up fee	\$15,000	N/A		\$15,000
Community System e-commerce one time set-up fee	\$3,000	N/A		\$3,000
Recurring Costs				
Hosting Charges				
LS and/or Community System	\$50,400	N/A		\$50,400
Additional 7,500 active users	\$36,000			\$36,000
Content System	\$21,600	N/A		\$21,600

PROJECT NUMBER 35758
MASTER LICENSE AND APPLICATION SERVICE PROVIDER AGREEMENT
BETWEEN
BLACKBOARD INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI

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This Master Software License and Application Service Provider Agreement (hereinafter referred to as "Master Agreement") is entered into by and between Blackboard Inc., a Delaware corporation having its principal offices at 1899 L Street, NW, Suite 500, Washington, DC 20036 (hereinafter referred to as "Licensor" and/or "Blackboard") and the Mississippi Department of Information Technology Services, having its principal place of business at 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201 (hereinafter referred to as "ITS"), as contracting agent for the State Board of Community and Junior Colleges and the governmental agencies and educational institutions of the State of Mississippi (hereinafter referred to as "Licensee"). ITS and Licensee are sometimes collectively referred to herein as "State".

WHEREAS, ITS, pursuant to Request for Proposals ("RFP") Number 3452 requested proposals in order to assemble a list of approved vendors who may provide certain software and services necessary for the implementation of an Application Service Provider ("ASP") solution for a learning management system; and

WHEREAS, the Licensor was one of the successful respondents in an open, fair and competitive procurement process to provide the above mentioned products; and

WHEREAS, ITS and Licensor desire to enter into this Master Agreement which contains the terms and conditions which will govern any orders placed by the State Board of Community and Junior Colleges and the governmental agencies and educational institutions within the state of Mississippi;

NOW THEREFORE, in consideration of the mutual understandings, promises, consideration and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 TERM OF AGREEMENT

Unless terminated as prescribed elsewhere herein, this Master Agreement will become effective on the date it is signed by all parties (the "Effective Date") and will continue in effect for three (3) years thereafter, or until the hosting term and all warranties provided by Licensor to Licensee have expired, whichever occurs last. At the end of the initial term, the Master Agreement may, upon the written agreement of ITS and Licensor, be renewed for two (2) additional one (1) year terms. Licensor will notify ITS sixty (60) days in advance prior to the expiration of the initial or any renewal term and ITS shall have thirty (30) days in which to notify Licensor of its intention to either renew or cancel

this Master Agreement.

ARTICLE 2 DEFINITIONS

The following terms as used herein shall have the following meanings:

2.1 "Active User" means Licensee employees and any third party consultants or outsourcers engaged by Licensee who are actively participating on the learning management system in any given month of operation and who shall be bound to the terms and conditions of this Master Agreement.

2.2 "Authorized End User" means enrolled students and their parents, prospective students, alumni, trustee or collaborating researcher of Licensee, Licensee employees and third party consultants or outsourcers engaged by Licensee who shall be bound by the terms and conditions of this Master Agreement. Licensee's Authorized End Users will not exceed the number of Licensee's full time employees ("FTE"). Blackboard Learning System BASIC Edition Licensees are limited to no more than 3,000 Authorized End Users.

2.3 "Available Date" means the date upon which Licensor notifies Licensee that the Software may be accessed on the Licenser's ASP server and Licensee may begin acceptance testing.

2.4 "Content" means any content provided by or through Active Users for use with the Software.

2.5 "Documentation" means the published user and technical manuals and documentation that Licensor makes generally available for the Software; the help files included within the Software, and any files containing presentation materials or manuals or other related materials to train and educate Licensee on the use of the Software.

2.6 "Enhancements" means the corrections, updates, upgrades or new versions of the Software or Documentation that Licensor may provide to Licensee under this Master Agreement.

2.7 "Licensee" means, in each instance, the State Board for Community and Junior Colleges ("SBCJC") or a Mississippi community college or junior college, or a governmental agency, educational institution or governing authority of the state of Mississippi who either (i) obtains a license from Licensor for the Software under this Master Agreement by submitting a Supplement to Licensor, or (ii) otherwise engages Licensor to perform Services pursuant to this Master Agreement, and their employees and any third party consultants engaged by Licensee who have a need to know, and who shall be bound by the terms and conditions of this Master Agreement.

2.8 "Licensee Content" means any data, information, graphics or other media files or other content, including, but not limited to, course materials, provided by or for Licensee or any Authorized End User of the Software through use of the Software, excluding any portion of the Software or Documentation. Blackboard acknowledges that the Licensee Content is and shall remain the sole and exclusive property of Licensee. Further, Blackboard acknowledges that the Licensee Content may contain valuable trade secrets of Licensee and Blackboard agrees to maintain the

confidentiality of the Licensee Content and shall not make it publicly available except as may be necessary in performing the ASP Services.

2.9 "Licensor" means Blackboard Inc. and its successors and assigns.

2.10 "Products" means the Software, Documentation, Enhancements and any copy of the Software, Documentation or Enhancements.

2.11 "Services" means any on-line user access, customizations, interface developing, consulting, education, ASP installation, system administration, training, maintenance, support, Help Desk services and such other professional services as may be specified in a Supplement for each individual project.

2.12 "Software" means the machine-readable object code version of the computer programs whether embedded on disc, tape or other media used to host the application services, which such Software is described in and specifically identified in the applicable Supplement, and Supported Interfaces (and any Documentation and help files within the Software), including any Enhancements provided pursuant to the maintenance and support terms identified therein.

2.13 "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 Licensor using the most recent version of such Software made available to Licensee, and further provided that Software Errors do not include any nonconformity to applicable Documentation resulting directly from (i) Licensee's or its end users' negligence, (ii) any modification or alteration to the Software by someone other than Licensor, its agents or subcontractors or Licensee's employees who were working at Licensor's direction, (iii) data that does not conform to Licensor's specified data format, (iv) operator error, (v) use on any system other than the operating system specified in the Documentation, (vi) accident, misuse or any other cause which, in Licensor's reasonable determination, is not inherent in the Software; or (vii) any use of the Software other than expressly authorized in this Master Agreement.

2.14 "Supplement" means the document pursuant to which, among other things, Licensee orders the Software or Services from Licensor.

2.15 "Supported Interfaces" means application-based interfaces (API), network protocols, data formats, database schemas, and file formats available for use in the Software as expressly specified in the Documentation..

2.16 "Third-Party Software" means the software manufactured by third parties that has been incorporated by Licensor into the Software.

ARTICLE 3 MODIFICATION OR RENEGOTIATION

This Master Agreement may be modified only by written agreement signed by the parties hereto. The

parties agree to renegotiate the Master Agreement and pertinent Supplements in the event that federal and/or state revisions of any applicable laws or regulations make changes in this Master Agreement necessary.

ARTICLE 4 INCLUDED PARTIES AND PRICING

Licensor will accept orders from and furnish the Products and Services under this Master Agreement to the State Board for Community and Junior Colleges, any community or junior college within Mississippi, and any governmental agency, governing authority or State-run educational institution within Mississippi. Pricing for SBCJC and the Mississippi community and junior colleges will be based on Licensor's pricing submitted in its proposal in response to RFP No. 3452 and attached hereto as Exhibit A. Pricing for governmental agencies, governing authorities and K-12 schools will be based on Licensor's then current pricing model for governmental institutions and K-12 schools. At the end of the initial term of this Master Agreement, ITS and contractor may mutually agree in writing to modify, amend or replace the pricing specified in Exhibit A. Licensor guarantees the pricing in the attached Exhibit A for the initial three (3) year contract term.

ARTICLE 5 ADDITIONAL TERMS AND CONDITIONS

All provisions in this Master Agreement are in addition to the requirements of RFP No. 3452 and Licensor's Proposal in response thereto, which are both incorporated into and made a part of this Master Agreement.

ARTICLE 6 ORDERS

6.1 The State does not guarantee that it will purchase any certain amount under this Master Agreement.

6.2 When a Licensee decides to procure any Products and/or Services from Licensor, the Licensee shall notify ITS who shall execute a Supplement to be signed by Licensor, ITS, and an authorized representative of Licensee. The Supplement shall reference this Master Agreement and shall set forth the Products or Services to be procured; the prices for same; the warranty period as provided by Licensor (if different from that provided herein); the specific details of the transaction, the Licensee's designated contact, and any additional terms and conditions that apply to the specific Supplement as agreed to in writing by the parties. Any additional terms and conditions contained in any Supplement shall apply solely to the Products or Services being procured therein. All Supplements shall be governed by, and incorporate by reference, the terms and conditions of this Master Agreement. Excluding better pricing and/or discounts which may be specified in a Supplement, in the event of a conflict between the other terms and conditions in a Supplement and this Master Agreement, the terms and conditions of this Master Agreement shall prevail. The terms and conditions of this Master Agreement shall supersede any conflicting terms and conditions set forth in any subsequent documents provided by Licensor or its subcontractors to Licensee. The parties agree that the Licensee has the right to adjust the quantities of licenses procured based upon the availability of funding or as determined necessary by the Licensee.

6.3 This Master Agreement is not a "state contract" and should not be construed by any party to

operate in any manner except as an awarded contract which may be used by ITS staff to satisfy requests for Products or Services within the scope of RFP No. 3452. This Master Agreement may not be referenced by Licensor as a vehicle to market products or issue quotations in lieu of the procurement process. Further, nothing in this Master Agreement should be taken to infer or to express that this Master Agreement may be substituted or used in lieu of a formal procurement process.

ARTICLE 7 METHOD AND TIME OF PAYMENT

7.1 Once the Products have been accepted by Licensee as prescribed in Article 8 herein, Licensor shall submit an invoice for the cost and shall certify that the billing is true and correct. The State may, at its sole discretion, require Licensor to submit invoices and supporting documentation electronically at any time during the term of this Master Agreement. Services will be invoiced as they are rendered. Licensee agrees to pay Licensor in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the State within forty-five (45) days of receipt of the invoice. All payments shall be in United States currency. Payments by state agencies that make payments through the Statewide Automated Accounting System ("SAAS") shall be made and remittance information provided electronically as directed by the State. Payments by SAAS agencies shall be deposited into the bank account of the Licensor's choice. Licensor understands and agrees that Licensee is exempt from the payment of taxes. No payment, including final payment, shall be construed as acceptance of defective Products or incomplete work, and Licensor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article titled "Entire Agreement" herein.

7.2 If payment of undisputed amounts is not made to Licensor within forty-five (45) days of Licensee's receipt of the invoice, Licensee shall be liable to Licensor for interest at a rate of one and one-half percent (1 ½%) per month (or such lesser rate as may be the maximum permissible rate under the law) on the unpaid balance from the expiration of such forty-five (45) day period until such time as payment is made. This provision for late payments shall apply only to undisputed amounts for which payment has been authorized.

7.3 Acceptance by Licensor of the last payment from the Licensee under a Supplement shall operate as a release of all claims against the State by Licensor and any subcontractors or other persons supplying labor or materials used in the performance of any work under a Supplement.

ARTICLE 8 DELIVERY; RISK OF LOSS, AND ACCEPTANCE

8.1 Licensor shall deliver, install, and make available the Software and Documentation to the Licensor's hosting environment pursuant to the delivery schedule mutually agreed to by the parties.

8.2 Unless a different acceptance period is agreed to by Licensee and Licensor and specified in the Supplement, Licensee shall have fifteen (15) calendar days after the Available Date to evaluate and test the Software and Services to confirm that they perform without any defects and perform in accordance with RFP No. 3452, Licensor's Proposal in response thereto, and Licensor's user

Documentation. Licensee shall immediately thereafter notify Licensor in writing of any defects in the Software or Services which must be corrected prior to payment being made. Thereafter, Licensor shall have ten (10) working days or such other time period as may be agreed upon by the parties, in which to either repair or replace the defective Software or re-perform the Services, all at Licensor's expense. Licensee may be deemed to have accepted the Software at the end of the fifteen (15) day period, unless Licensee notifies Licensor that the Software fails to perform as stated herein.

8.3 Upon receipt of corrected or replaced Software, Licensee shall have another acceptance period as set forth in Article 8.3 herein, in which to re-evaluate/re-test such Software. If, after Licensor has tendered to Licensee Licensor's attempt to correct the Software, Licensee again determines the Software to have a defect, Licensee may take such actions as it deems appropriate, including either (i) notifying Licensor that it has elected to keep the Software despite such defects; (ii) returning the Software to Licensor and providing Licensor with an opportunity to deliver substitute Software acceptable to Licensee within the time period specified by Licensee, or (iii) returning the Software to Licensor at Licensor's expense and terminating the Supplement.

ARTICLE 9 SCOPE OF LICENSE

9.1 Subject to the terms and conditions of this Master Agreement and the respective Supplement, Licensor hereby grants to Licensee a non-exclusive, non-transferable license to access the Software over the Internet and to use it for its business operations solely in connection with providing access to Licensee Content to Licensee's Authorized End Users on the Licensor's host server for the term specified in the Supplement. Licensee and Active Users are granted access to the Software, Products and ASP Services twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year, subject to regularly scheduled maintenance and required repairs. The terms and conditions of the Supplement and this Master Agreement will apply to any Enhancements or additional Software Licensee may procure from Licensor permitted they are not licensed under the terms of another agreement between the parties. It is understood that the license/hosting term shall commence upon execution of the appropriate Supplement and upon the date of the Licensee's acceptance of the ASP services as specified herein.

9.2 Licensor will provide Licensee storage space on, and access to Licensor's Software via the Internet and provide Internet access to the Software through Licensor's site ("ASP Services").

9.3 In connection with the ASP Services, Licensor will provide and maintain all Software and hardware, including, but not limited to, the server hardware and software, telecommunications hardware and software, security hardware and software and other software that is reasonably necessary to operate and maintain the Software.

9.4 In connection with the ASP Services, it is understood that the Software will be accessible at least 99% of the time, twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of the ASP Services due to causes beyond the control of Licensor. Inaccessibility is a condition in which there is unavailability

of the hosted Software due to hardware failure or sustained packet loss in excess of fifty percent (50%) within the Licensor hosting facilities for at least fifteen (15) consecutive minutes due to a failure of Licensor to provide ASP Services during such period; unavailability does not include packet loss or network unavailability due to scheduled maintenance, or inability of a user to connect with the ASP Services due to Internet or telecommunications problems outside the control of Licensor. In order to receive any service credit, Licensee must notify Licensor within seven (7) days from the time Licensee becomes eligible to receive a service credit. Failure to comply with this requirement will forfeit Licensee's right to receive a service credit. The aggregate maximum number of service credits to be issued by Licensor to Licensee for any and all downtime periods and performance problems during any given calendar month shall not exceed one (1) month of service. Service credits are issued as follows:

<u>Length of Unavailability</u>	<u>Service Credit</u>
1 to 4 hours of continuous unavailability below 99%	1 day of service fees credited (i.e., 1/30 monthly fees)
4 to 48 hours of continuous unavailability below 99%	2 days of services fees credited (i.e., 1/15* monthly fees)
48 to 96 hours of continuous unavailability below 99%	5 days of service fees credited (i.e., 1/6 * monthly fees)

*Each block of ninety-six (96) hours of continuous unavailability thereafter shall be credited five (5) days of service fees.

*All Service Credit shall be applied to the next period's ASP fees.

9.5 Licensor shall provide the Licensee with its standard managed firewall service, which enables secure delivery of Licensor's application services using fully redundant hardware-based firewalls. Licensor's managed firewall service will be available twenty-four (24) hours a day, seven (7) days a week.

9.6 The use of the Software by Licensee's Active Users will be governed solely by the terms and conditions of this Master Agreement.

9.7 Licensee acknowledges that the Software shall remain the exclusive property of Licensor. Licensee agrees that except as noted herein, it will not otherwise copy, translate, modify, adapt, decompile, disassemble or reverse engineer any of the Software or otherwise attempt to obtain or perceive the source code from which the Software is compiled or interpreted, and Licensee hereby acknowledges that unless otherwise indicated within this Master Agreement, nothing in this Master Agreement shall be construed to grant Licensee any right to obtain or use such source code, without the prior written consent of Licensor.

9.8 Licensee agrees not to use the Software for any purposes beyond the scope of the license granted in Article 9. Without limiting the foregoing, except as expressly contemplated in this Master Agreement or as otherwise agreed in writing between the parties, Licensee shall not (a) 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 Licensor; (b) modify the Software or create any derivative product of the Software, except with the prior written consent of Licensor, provided that the foregoing shall not be construed to prohibit Licensee from configuring the Software to the extent

permitted by the Software's standard user interface; (c) sublicense, assign, sell, lease or otherwise transfer or convey, or pledge as security or otherwise encumber, Licensee's rights under the license granted in Article 9; or (d) use the Software 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. Licensee will not obscure, remove or alter any of the trademarks, trade names, logos, patent or copyright notices or markings to the Software, nor will Licensee add any other notices or markings to the Software or any portion thereof. Licensee shall not use the Software except in compliance with Lessor's obligations to any third party incurred prior to the Effective Date, provided that Lessor has notified Licensee of such obligation. Licensee 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. It is understood that Authorized End Users are required to comply with the provisions of this Master Agreement in all respects, including, without limitation, the restrictions set forth in this Article 9.

9.9 Licensee acknowledges that certain Lessor Software contains an "Auto Report" feature, which provides to Lessor aggregate usage statistics regarding the Software. Lessor represents and warrants that the Auto Report feature does not report individually identifiable use information to Lessor or any third party. Licensee 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.

ARTICLE 10 APPLICATION SERVICE PROVIDER ("ASP") SERVICES

The terms set forth in this Article describe the general terms by which Licensee may purchase ASP Services from Lessor as set forth in a Supplement. The specific terms related to the purchase of ASP Services will be described in the pertinent Supplement.

10.1 The Lessor agrees to provide Licensee an ASP based learning management system and Services required to provide, host and maintain a web based application for Licensee as described in RFP No. 3452, the Lessor's Proposal, as accepted by Licensee, in response thereto, and this Master Agreement. While the scope of work for any project will be defined by the contract documents set forth herein in the article titled "Entire Agreement", a summary of such work is outlined herein.

10.2 The Lessor acknowledges that the Licensee intends to be actively involved in the day-to-day progress of the project. The Lessor agrees to (a) obtain Licensee's approval of all tasks and the time schedule for completion of said tasks prior to commencing performance, if not already contained in the approved project work plan; (b) make available to the State project team members all project work papers and work-in-progress for review; (c) ensure that the Lessor's Project Manager works closely together with the Licensee's Project Manager, (d) meet with Licensee on a regular basis at a mutually agreeable time, and as otherwise requested by the Licensee, to discuss the status of the project, and (e) if required by Licensee, submit written project status reports.

10.3 Unless otherwise agreed to in a Supplement, in each instance in which Lessor is providing

Licensee with Services, Licenser and Licensee will develop a project plan that identifies each party's responsibilities for such Services. Once this mutually agreed upon project work plan, which will identify specific time frames and deliverable target dates for the project, has been developed, it will be incorporated into and made a part of the pertinent Supplement. The dates in the project work plan will define the agreed upon period of performance. The parties acknowledge that the project work plan will evolve and change from time to time upon the mutual written agreement of Licenser and Licensee. The parties agree that the deliverables and schedule set forth in the latest version of the project work plan will take precedence over any prior plans.

10.4 Licenser will serve as an Application Server Provider ("ASP") for Licensee and those Active Users using the learning management system. Licenser will provide Licensee adequate storage space on, and access to Licenser's Software that Licensee is authorized to use from Licenser's ASP network for the purpose of making the Licensee's Content accessible to the Active Users via the Internet. Each individual Licensee shall have access to and shall own only their individual data stored on the system. Licenser shall be responsible for the following:

- A. Licenser represents that the Software shall satisfy the accessibility requirements of section 508 if the Rehabilitation Act of 1973, as amended (29 U.S.C.; section 794d), and its implementing regulations set forth at 36 Code of Federal Regulations part 1194. Licenser agrees to promptly respond to any complaint regarding accessibility of the Software which is brought to its attention, and shall handle its response to such complaint in accordance with the warranty provisions of this Master Agreement;
- B. Ensuring that the site is password protected and accessible through its own top-level domain name;
- C. Providing Dual T1 or greater connectivity;
- D. Providing security for the web site in compliance with RFP No. 3452 and Licenser's proposal as accepted by Licensee in response thereto, that is agreeable to Licensee, with Licenser responsible for all necessary equipment and software related to security;
- E. Maintaining the accessibility of the site twenty four (24) hours a day, seven (7) days a week at an uptime rate of 99% or greater subject to the limitations set forth in Article 9.4 of this Master Agreement;
- F. Completing daily backups of the site as mutually agreed upon by Licenser and Licensee;
- G. Except for installing emergency fixes and patches, for which reasonable advance notice will be provided, notifying Licensee at least three (3) working days prior to any anticipated service interruption;
- H. Proposing and adhering to a standard disaster recovery plan which only guarantees that in the case of a disaster, Licensee will have backup of data available for retrieval at no additional cost to Licensee. In the event Licensee requires a disaster recovery site, Licenser will provide such service at Licenser's then current pricing;
- I. Maintaining the confidentiality of the data;
- J. Providing Licensee access to all of the technical information concerning operation of the site, including but not limited to server specifications, Internet connection information, personnel

requirements and software implementations;

K. Identifying any commercially available software, by vendor and version number, integrated into the Products and describing the particular functionality of any software that is proprietary to the Licensor;

L. Providing, in the event the Supplement is terminated due to Licensor's breach, Licensor shall, within forty-five (45) calendar days of the effective date of termination, reimburse Licensee a pro-rata refund of the un-used annual amount paid by Licensee for the ASP Services;

M. Offering, in the event the Supplement is terminated due to reasons other than Licensee's breach, a term license to Licensee, for which a mutually agreed upon reasonable fee would be paid, to permit continued use of any Licensor proprietary Software until a substitute can be implemented by the Licensee;

N. Maintaining the host site;

O. Providing redundant internet connections;

P. Providing FTP and remote configuration access;

Q. Providing SSL secure server support;

R. Providing quarterly reports containing line utilization, network usage, site availability statistics, security analysis, security scan results, and System performance data to Licensee, and

S. Ensuring that all Content and data provided by Licensee and collected by the Software shall remain the property of the Licensee. Ensuring that upon termination or expiration of the Supplement that transition of the Content from the Licensor to Licensee or to a successor host will be accomplished at no expense to Licensee. Upon the termination or expiration of the Supplement, Licensor shall provide such data in its possession to Licensee pursuant to a mutually agreed upon release schedule.

10.5 If Licensor creates any revisions to or upgrades of the system, Licensor shall provide Licensee thirty (30) days written notification of such revision or upgrade, and shall, upon request of Licensee, furnish such revision or upgrade to Licensee as part of the ASP fees.

10.6 General Usage Limitations. Licensee acknowledges that use and operation of the hosted Software by Licensee and/or any Authorized End User is subject to the terms of this Master Agreement. Notwithstanding the Master Agreement, for so long as the Supplement remains in effect, Licensee may not install, host or operate the hosted Software, nor may Licensee or its Authorized End Users otherwise use the hosted Software, except as hosted and made available by Licensor under this Master Agreement. In the event that Licensee has installed the hosted Software upon any computer server(s) prior to the Supplement's effective date, Licensee agrees promptly to remove the hosted Software from such computer server(s). Licensee 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 upon the mutual written agreement of the parties. Licensee shall refrain from, and shall request that Authorized End Users refrain from, using the ASP Services in a manner that is libelous, defamatory, obscene, infringing or illegal, or otherwise abusing the ASP Services or the resources available through the ASP Services. Licensee warrants that the Authorized End Users are required to comply with the

provisions of this Master Agreement in all respects.

10.7 Licensee Content. Licensee represents and warrants that (i) Licensee owns or has sufficient rights in and to the Licensee Content, including, without limitation, personal, educational and financial information contained within the Licensee Content, in order to use, and permit use of, the Licensee Content as contemplated in this Master Agreement and to grant the license granted herein; and (ii) the Licensee Content does not and shall not contain any content, materials, advertising or services that infringe on or violate any applicable law, regulation or right of a third party. Licensee also acknowledges that Licensee Content may be stored on servers located within the United States or accessed by Lessor's support or ASP personnel in the United States, and hereby authorizes such access and storage. Lessor only provides access to the hosted Software; Lessor does not operate or control the information, services, opinions or other content of the Internet. Lessor does not monitor and shall have no liability or responsibility whatsoever for the Licensee Content of any transmissions or communications transmitted or otherwise disseminated via the hosted Software. Licensee agrees that it shall make no claim whatsoever against Lessor relating to the Licensee Content or content of the Internet or respecting any information, product, service or software ordered through or provided via the Internet.

ARTICLE 11 WARRANTIES

11.1 Lessor represents and warrants that it has the right to license the Products provided under this Master Agreement.

11.2 Lessor represents and warrants that the Products provided by Lessor shall meet or exceed the minimum specifications set forth in the RFP and Lessor's Proposal in response thereto.

11.3 Lessor represents and warrants that all work performed hereunder, including delivery of ASP Services and training, shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Master Agreement. For any breach of this warranty regarding training, the Lessor shall perform the training again, at no cost to the Licensee. The parties further agree that a Statement of Work shall be executed prior to performance of any consulting services by Lessor.

11.4 Lessor represents and warrants that Lessor will not, under any circumstances including enforcement of a valid contract right take any step which would in any manner interfere with Licensee's licensed use of the Software or Enhancements and/or which would restrict Licensee from accessing its data files or in any way interfere with the transactions of Licensee's business.

11.5 In addition, Lessor represents and warrants that neither the Software nor Enhancements delivered to Licensee contain a computer virus. For purposes of this provision, a computer virus shall be defined as code intentionally inserted in the Software or Enhancements that will damage or destroy Licensee's applications or data. For any breach of this warranty, Lessor at its expense shall, within five (5) working days after receipt of notification of the breach, deliver Products to Licensee

that are free of any virus.

11.6 Licensor represents and warrants that the Software will operate free from defects for a period of ninety (90) days after installation and will provide Licensee complete functionality necessary for the operation of the system as stated in the RFP and the Licensor's Proposal in response thereto. Licensor's obligations pursuant to this warranty shall include, but are not limited to, the repair of all defects or the replacement of the Software at the expense of Licensor. In the event Licensor is unable to repair or replace the Software within ten (10) working days after receipt of notice of the defect, Licensee shall be entitled to a full refund of fees paid and shall have the right to terminate this Master Agreement in whole or in part. Licensee's rights hereunder are in addition to any other rights Licensee may have.

ARTICLE 12 INFRINGEMENT INDEMNIFICATION

12.1 Licensor represents and warrants that neither the Products, their elements nor the use thereof violates or infringes on any copyright, patent, trade secret or other proprietary right of any person or entity. Licensor, at its own expense, shall defend or settle any and all infringement actions filed against Licensor or Licensee which involve the Products provided under this Master Agreement and shall pay all costs, attorney fees, settlements, damages and judgments finally awarded against Licensee, provided that: (i) Licensee promptly notifies Licensor in writing of any such claim of which it has knowledge; (ii) Licensor has, to the extent authorized by Mississippi law, sole control of the defense of any actions and negotiations related to the defense or settlement of any such claim, and (iii) Licensee cooperates in the defense of the claim by supplying Licensor all relevant information currently available and in its possession, all at Licensor's expense.

12.2 If Licensor believes that the Products are or will become the subject of an infringement claim, or in the event that use of the Products is enjoined, Licensor, at its own expense shall: (a) procure for Licensee the right to continue using the Products, or upon failing to procure such right; (b) modify or replace the Products to make them non-infringing while maintaining substantially similar software functionality or data/informational content, or upon failing to secure either such right, (c) request Licensee to return the infringing items to Licensor and Licensor shall refund the fees previously paid by Licensee for the Products that the Licensee may no longer use. Said refund shall be paid within ten (10) working days of notice to Licensee to discontinue said use.

ARTICLE 13 EMPLOYMENT STATUS

13.1 Licensor shall, during the entire term of this Master Agreement, be construed to be an independent contractor. Nothing in this Master Agreement is intended to nor shall it be construed to create an employer-employee relationship, partnership, agency, or joint venture relationship.

13.2 Licensor represents that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the required duties identified in a Supplement. Such personnel shall not be deemed in any way directly or indirectly, expressly or by implication, to be employees of Licensee. Licensor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social

security, unemployment compensation and any other withholdings that may be required. Neither Lessor nor employees of Lessor are entitled to state retirement or leave benefits.

13.3 Any person assigned by Lessor to perform the services hereunder shall be the employee of Lessor, who shall have the sole right to hire and discharge its employee. Licensee may, however, direct Lessor to replace any of its employees performing services under this Master Agreement.

ARTICLE 14 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Lessor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Licensee location. Any Lessor employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of Licensee's staff and/or student body, will be asked to leave the premises and may be suspended from further work on the premises. All Lessor employees and subcontractors who will be working at such locations to install or repair Products shall be covered by Lessor's comprehensive general liability insurance policy.

ARTICLE 15 CHANGE ORDER RATE AND PROCEDURE

15.1 It is understood that the parties may, at any time by a mutually agreed upon written order, make changes in the scope of the project that is the subject of a Supplement.

15.2 Lessor shall have no obligation to proceed with any change that has a price or schedule effect until the parties have mutually agreed in writing thereto. Neither the Licensee nor Lessor shall be obligated to execute such a change order; and if no such change order is executed, Lessor shall not be obliged or authorized to perform services beyond the scope of the Supplement and the contract documents. All executed change orders shall be incorporated into previously defined deliverables.

15.3 With respect to any change orders issued in accordance with this Article, Lessor shall be compensated for work performed under a change order in accordance with the hourly change order rates specified in the Supplement. If there is a service that is not defined in the change order rates, Lessor and the Licensee will negotiate the rate. Unless agreed to otherwise in a Supplement, the parties agree that each change order rate shall be a "fully loaded rate", that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by Lessor in the performance of the change order. Lessor shall invoice the Licensee on a time and material basis for all work documented in the change order.

15.4 Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work. The price of the work to be performed under any change order will be determined based upon the change order rate. The project work plan will be revised as necessary.

15.5 Lessor will include in the progress reports delivered pursuant to the project, the status of work performed under all then current change orders.

15.6 In the event Lessor and the Licensee enter into a change order which increases or decreases the time required for the performance of any part of the work under the project, Lessor shall submit to the Licensee a revised version of the project work plan, clearly indicating all changes, at least five (5) working days prior to implementing any such changes.

ARTICLE 16 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

16.1 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Lessor represents all contractors, third parties, and/or subcontractors Lessor has assembled for any given Licensee project. The Licensee is only required to negotiate with Lessor, as Lessor's commitments are binding on all proposed contractors, third parties, and subcontractors.

16.2 Neither Licensee nor Lessor may assign or otherwise transfer the Supplement and this Master Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. The Supplement and this Master Agreement shall be binding upon the parties' respective successors and assigns.

16.3 Lessor must obtain the written approval of the State before subcontracting any portion of the Supplement and this Master Agreement. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Licensee in addition to the total fixed price agreed upon in the Supplement. All subcontracts shall incorporate the terms of the applicable Supplement and this Master Agreement and shall be subject to the terms and conditions of same and to any conditions of approval that Licensee may deem necessary.

16.4 Lessor represents and warrants that any subcontract agreement Lessor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Licensee, and that the subcontractor acknowledges that no privity of contract exists between the Licensee and the subcontractor and that Lessor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with Lessor. Lessor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Lessor's failure to pay any and all amounts due by Lessor to any subcontractor, materialman, laborer or the like.

16.5 All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between Lessor and the Licensee, where such dispute affects the subcontract.

ARTICLE 17 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Licensee to proceed under this Master Agreement and the Supplement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the fulfillment of this Master Agreement and the Supplement are, at any time, not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Licensee for the payments or performance due under this Master Agreement, Licensee shall have the right to immediately terminate the Supplement and this Master Agreement as to itself only, without damage, penalty, cost or expense to Licensee of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Licensee shall have the sole right to determine whether funds are available for the payments or performances due under the Supplement and this Master Agreement. In the event of termination due to unavailability of funds, Licenser shall be entitled to receive just and equitable compensation for work completed by Licenser in connection with this Master Agreement and accepted by Licensee prior to the date of receipt of notification of termination.

ARTICLE 18 TERMINATION

18.1 Termination Upon Mutual Agreement: A Supplement may be terminated in whole or in part upon the mutual written agreement of Licenser and the Licensee.

18.2 Termination Due To Bankruptcy: Without prejudice to any other available remedies, either Licenser or Licensee may terminate a Supplement and this Master Agreement immediately upon written notice if (a) the other party becomes insolvent, files for relief under any bankruptcy law, or makes an arrangement with 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 (b) 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.

18.3 Termination Other Than For Cause: A Licensee may terminate a Supplement and this Master Agreement as to itself only, in whole or in part and without the assessment of penalties, for any reason by giving thirty (30) calendar days written notice specifying the effective date thereof to Licenser.

18.4 Termination For Cause: If either party fails to comply with the terms and conditions of the Supplement or this Master Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate the Supplement and this Master Agreement solely as between those two parties. The non-defaulting party may also pursue any remedy available to it in law or in equity.

18.5 Termination of Master Agreement: ITS may terminate this Master Agreement without the assessment of penalties for any reason after giving thirty (30) calendar days written

notice specifying the effective date thereof to Licensor but any Supplement entered into prior to the termination date of this Master Agreement shall survive the termination of the Master Agreement. The terms of this Master Agreement shall survive its termination/expiration with respect to any unexpired Supplements.

18.6 Pro-Rated Refund Of Unexpended Fees: Upon termination of a Supplement, Licensor shall refund any and all applicable unexpended pro-rated license fees and if applicable, maintenance/service fees previously paid by the Licensee.

ARTICLE 19 GOVERNING LAW

This Master Agreement and each Supplement shall be construed and governed in accordance with the laws of the State of Mississippi. Licensor expressly agrees that under no circumstances shall Licensee or ITS be obligated to pay an attorneys fee, prejudgment interest or the cost of legal action to Licensor. Further, nothing in this Master Agreement shall affect any statutory rights Licensor and Licensee may have that cannot be waived or limited by contract.

ARTICLE 20 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Master Agreement. A waiver by the State to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

ARTICLE 21 SEVERABILITY

If any term or provision of a Supplement or this Master Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of the Supplement or this Master Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the Licensee's purpose for entering into the Supplement can be fully achieved by the remaining portions of the Supplement that have not been severed.

ARTICLE 22 CAPTIONS

The captions or headings in this Master Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Master Agreement.

ARTICLE 23 HOLD HARMLESS

To the fullest extent allowed by law, Licensor shall indemnify, defend, save and hold harmless, protect and exonerate Licensee, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Licensor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform the Supplement and this Master Agreement.

ARTICLE 24 THIRD PARTY ACTION NOTIFICATION

Licensor shall give Licensee prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Licensor by any entity that may result in litigation related in any way to the Supplement or this Master Agreement, and/or which may affect Licensor's performance under the Supplement and this Master Agreement.

ARTICLE 25 AUTHORITY TO CONTRACT

Licensor warrants that it is a validly organized business with valid authority to enter into this Master Agreement; that entry into and performance under this Master Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Master Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under a Supplement and this Master Agreement.

ARTICLE 26 NOTICE

Any notice required or permitted to be given under this Master Agreement shall be in writing and personally delivered or sent by facsimile provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at their usual business address. ITS' address for notice is: Mr. David L. Litchliter, Executive Director, Mississippi Department of Information Technology Services, 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201. Licensor's address for notice is: Ms. Teresa Frazier, Vice President, Blackboard Inc., 1899 L Street, NW, Suite 500, Washington, DC 20036. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address or points of contact.

ARTICLE 27 RECORD RETENTION AND ACCESS TO RECORDS

Licensor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Master Agreement and the Supplement. The Licensee, ITS, any state or federal agency authorized to audit Licensee, and/or any of their duly authorized representatives, accountants or attorneys, shall, at their expense and upon prior reasonable notice to Licensor, have access to any of Licensor's books, documents, papers and/or records that are pertinent to the Supplement and this Master Agreement to make audits, examinations, excerpts and transcriptions at Licensor's office where such records are kept during Licensor's normal business hours. All records relating to this Master Agreement and the Supplement shall be retained by Licensor for three (3) years from the date of receipt of final payment under this Master Agreement and the Supplement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 28 INSURANCE

Licensor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Licensor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Licensor will, upon request, furnish Licensee with a certificate of conformity providing the aforesaid coverage.

ARTICLE 29 DISPUTES

Should disputes arise with respect to a Supplement or this Master Agreement, Licensor and Licensee agree to act immediately to resolve such disputes. With the exception of disputes related to payment and/or breach of confidentiality and/or intellectual property, Licensor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Supplement and/or this Master Agreement. Should Licensor fail to continue without delay to perform its responsibilities under the Supplement and/or this Master Agreement in the accomplishment of all work, any additional costs incurred by Licensor or Licensee as a result of such failure to proceed shall be borne by Licensor and Licensor shall make no claim against Licensee for such costs.

ARTICLE 30 COMPLIANCE WITH LAWS

Licensor shall comply with, and all activities under a Supplement and this Master Agreement shall be subject to all Licensee policies and procedures of which Licensor has knowledge, and all applicable federal, state and local laws and regulations as now existing and as may be amended or modified. Specifically, but not limited to, Licensor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of the Supplement and this Master Agreement because of race, creed, color, sex, age, national origin or disability.

ARTICLE 31 CONFLICT OF INTEREST

Licensor shall notify Licensee of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to Licensee's satisfaction, Licensee reserves the right to terminate the Supplement and this Master Agreement as to itself only.

ARTICLE 32 SOVEREIGN IMMUNITY

By entering into this Master Agreement with Licensor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 33 CONFIDENTIAL INFORMATION

33.1 Licensor shall treat all Licensee data and information to which it has access by its performance under the Supplement and this Master Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Licensee. In the event that Licensor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Licensor shall promptly inform Licensee and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of the Supplement or this Master Agreement and shall continue in full force and effect and shall be binding upon the Licensor and its agents, employees, successors, assigns, subcontractors or any party or

entity claiming an interest in the Supplement or this Master Agreement on behalf of, or under the rights of the Licensor following any termination or completion of the Supplement or this Master Agreement.

33.2 It is understood by Licensor that copies of this executed Master Agreement may be distributed to the governmental agencies, governing authorities, and educational institutions of the State of Mississippi.

ARTICLE 34 EFFECT OF SIGNATURE

Each person signing a Supplement or this Master Agreement represents that he or she has read the Supplement and this Master Agreement in its entirety, understands its terms, is duly authorized to execute the Supplement or this Master Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, the Supplement and this Master Agreement shall not be construed or interpreted in favor of or against the State or the Licensor on the basis of draftsmanship or preparation hereof.

ARTICLE 35 STATE PROPERTY

Licensor shall be responsible for the proper custody of any Licensee-owned property furnished for Licensor's use in connection with work performed pursuant to any Supplement. Licensor shall reimburse the Licensee for any loss or damage, normal wear and tear excepted.

ARTICLE 36 NEWS RELEASES

News releases pertaining to a Supplement or this Master Agreement or the products, study, data, or project to which it relates will not be made without the State's prior written approval, which shall not be unreasonably withheld, and then only in accordance with the explicit written instructions from the State.

ARTICLE 37 SURVIVAL

Articles 11, 12, 19, 23, 27, 32, 33, 40, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of the Supplement or this Master Agreement.

ARTICLE 38 ENTIRE AGREEMENT

38.1 This Master Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto, including all terms of any unsigned or "shrink-wrap" license included in any package, media or electronic version of Licensor-furnished Software, or any "click-wrap" or "browse-wrap" license presenting in connection with a purchase via the internet. The Supplement, RFP No. 3452, and Licensor's Proposal submitted in response thereto are hereby incorporated into and made a part of this Master Agreement as far as the individual Licensee is concerned.

38.2 The Master Agreement made by and between the parties hereto shall consist of, and

precedence is hereby established by the order of the following:

- A. This Master Agreement signed by Licensor and ITS;
- B. Any Exhibits attached to this Master Agreement;
- C. The Supplement(s) signed by Licensor, ITS and Licensee, as applicable;
- D. RFP No. 3452 and all written clarifications/addenda, and
- E. Licensor's Proposal, as accepted by ITS, in response to RFP No. 3452.

38.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by Licensor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Master Agreement") and the lowest document is listed last ("E. Licensor's Proposal").

ARTICLE 39 DEBARMENT AND SUSPENSION CERTIFICATION

Licensor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Master Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Master Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

ARTICLE 40 NON-SOLICITATION OF EMPLOYEES

Both Licensor and Licensee agree not to employ or to solicit for employment, directly or indirectly, any of the other party's employees until at least one (1) year after the expiration/termination of the Supplement unless mutually agreed to the contrary in writing by the Licensee and Licensor and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government. This Article is not intended to prevent either party from employing an individual who responds to a public notice or who approaches the hiring party on his/her initiative to seek employment.

ARTICLE 41 NETWORK SECURITY

Licensor and Licensee understand and agree that the State of Mississippi's Enterprise Security Policy mandates that all remote access to and/or from the State network must be accomplished via a Virtual Private Network (VPN). If remote access is required at any time during the life of this Master Agreement, Licensor and Licensee agree to implement/maintain a VPN for this connectivity. This required VPN must be IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device (i.e. VPN concentrator, PIX firewall, etc.) on the State's premises. Licensor agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate the specified VPN on Licensor's premises. The parties further understand and agree that the State protocol standard and architecture are based on industry-standard security protocols and manufacturer engaged at the time of contract execution. The State reserves the right to introduce a new protocol and architecture standard and require Licensor to comply with same, in the event the industry introduces a more secure, robust protocol to replace IPSec/ESP and/or there is a change in the manufacturer engaged.

ARTICLE 42 SOFTWARE SUPPORT

42.1 Telephone Product Support. Licensee is eligible to receive Product Support (as defined below) in English from Licensor. Licensee may designate up to two (2) of its personnel for purposes of receiving Product Support ("Technical Contacts"), and Licensee may designate substitute personnel to be Technical Contacts by providing written notice to Licensor (provided that not more than two (2) persons may be designated as Technical Contacts at any particular time). Provided that Licensee remains in compliance with Licensor's minimum configuration requirements, Licensee's Technical Contacts may contact Licensor, via the web or telephone at the telephone number provided by Licensor from time to time, for purposes of receiving Product Support. The term "Product Support" means the provision of advice and responses by Licensor's personnel to inquiries from Licensee's then-current Technical Contacts related to installation, configuration and use of the Software. Product Support will be made available in English only twenty-four (24) hours a day, seven (7) days a week, 365 days a year, excluding the US Federal public holidays of New Years Day, Martin Luther King Day, Presidents' Day, Memorial Day, July 4, Labor Day, Thanksgiving and Christmas. For the Learning System Basic Edition License, product Support will be made available in English Monday through Friday, 8:00 A.M. to 5:00 P.M. (Central Time), excluding US Federal public holidays. Unless otherwise specified by Licensor, Product Support is available by calling 1-888-788-5264. In addition to the foregoing support services, Licensor may make representatives available for onsite support, at its sole discretion, at Licensor's then prevailing rates. Any calls for Product Support received between 5:00 P.M. and 8:00 A.M. will be queued up for response the following business day in the order in which they were received.

42.2 Support Limitations. Licensor shall provide Product Support only with respect to the then-current generally available version of the Software and the two (2) most recent previously issued Updates of the Software. Licensee acknowledges that Licensor has no obligation under this Master Agreement to provide Product Support or other support services with respect to (a) any third-party software not incorporated into the Software and its use with the Software; (b) the use of any

third-party software provided under this Master Agreement other than with the Software; (c) any Software Error or problems relating to the Software resulting directly from (i) use of the Software other than strictly according to the terms of this Master Agreement, including, without limitation, human error; (ii) unauthorized modification of the Software by Licensee or any third party; or (iii) any combination or integration of the Software with hardware, software and/or technology not provided by Licenser, or problems arising from Licensee's hardware and cabling power or environmental conditions. Support is not available from Licenser in languages other than English.

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42.3 Error Resolution. In the event that Licensor determines, in its good faith discretion, that any request for Product Support by Licensee's then-current Technical Contacts arises from a verifiable Software Error, Licensor will classify such Software Error according to the appropriate Severity Code, as determined by reference to the categories listed in the table below, and will use its best efforts to correct the relevant Software Error according to the relevant Error Resolution Protocol set forth for each such category. Upon request of Licensee, Licensor shall notify Licensee of the Severity Code assigned to the Software Error and shall keep Licensee informed of the status of same. Notwithstanding the foregoing, Licensee acknowledges that no warranty is made regarding any such Error Response Protocol with respect to all or any Software Errors. Licensee further acknowledges that Severity Code 1, 2, and 3 Software Errors will take priority over requests for Product Support not arising from Software Errors.

Severity Code	Description/Examples	Response Protocol
1	Software is not functioning. Some examples of Severity Code 1 Software Errors are as follows: (i) Software is down and will not restart; (ii) Software is not able to communicate with external systems; and (iii) Software is generating a data corruption condition.	Blackboard will use its best efforts to resolve Severity Code 1 Software Error reports on a twenty-four (24) hour basis.* When a Severity Code 1 Software Error is reported, Blackboard will assign resources necessary to correct the Software Error. If access to the Software is required, Licensee will provide a contact available to Blackboard and access to Licensee's system and other software for the duration of the error correction procedures.
2	Software is running but Licensee is unable to use major portions of the Software. Some examples of Severity Code 2 Software Errors are as follows: (i) intermittent Software Error and (ii) major functional component is unavailable.	Severity Code 1 Software Errors will take priority over Severity Code 2 Software Errors. Blackboard will assign appropriate technical resources to Severity Code 2 Software Errors and resolve the Severity Code 2 Software Errors as long as there are no Severity Code 1 Software Errors awaiting resolution. In case Severity Code 1 Software Errors are awaiting resolution, Blackboard will resolve the Severity Code 2 Software Errors within 24 hours of the Severity Code 1 Software Error being resolved.
3	Software is operating close to normal but there is a non-critical Software Error.	Blackboard will research Severity Code 3 Software Errors after Severity Code 1 and Severity Code 2 Software Errors. Blackboard may correct Severity Code 3 Software Errors

		in the next scheduled Upgrade or Update or make corrections available to Licensee on Blackboard's Web site. Blackboard will assign appropriate technical resources to Severity Code 3 Software Errors as long as there are no Severity Code 1 and 2 Software Errors awaiting resolution.
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* In order to determine Severity Codes and comply with the response times indicated herein, Blackboard will use its best efforts to verify and replicate the relevant Software Errors within 2 hours.

42.4 Maintenance. From time to time Lessor may, in its discretion, develop Application Packs, Corrections, Updates or Upgrades to the Software. Provided that Licensee has paid to Lessor all fees and other amounts due and payable under the Supplement, Lessor will, during the period while the Supplement remains in effect, make available to Licensee such Application Packs, Corrections, Updates and/or Upgrades, if and when developed, at no additional cost. Any such Application Packs, Corrections, Updates and/or Upgrades shall, if and when provided or made available, be deemed to constitute part of the Software and shall be subject to all terms and provisions set forth in this Master Agreement, otherwise applicable to the Software, including, without limitation, terms and provisions related to licenses, use restrictions and ownership of the Software.

42.5 Additional Services. Any time or expense incurred by Lessor in diagnosing or fixing problems that are not caused by the Software or are not covered by the support services are billable to Licensee at Lessor's then-existing services rates, with a one-hour minimum charge per call.

ARTICLE 43 LIABILITY ISSUES

Unless jointly agreed otherwise in writing, Lessor's liability shall not exceed the total amount paid by Licensee to Lessor under the applicable Supplement. In no event will Lessor be liable to Licensee for any indirect, special, incidental or consequential damages including lost profits, lost savings or lost revenues of any kind unless Lessor was advised of the possibility of such loss or damage. Excluded from the liability limitation in this article are claims related to infringement issues addressed in Article 12 herein; bodily injury; death; physical damage to tangible personal property and real property, and the intentional and willful or gross negligent acts of Lessor. The limitation of liability language contained herein will apply to Licensee to the extent it is permitted and not prohibited by the laws or Constitution of the State of Mississippi.

ARTICLE 44 BLACKBOARD ON-SITE TRAINING SERVICES

44.1 Lessor, upon request of Licensee, shall provide on-site training services to Licensee. To request or schedule a training event for Licensee, Licensee shall contact its Lessor Account Manager, who will be designated upon execution of the Supplement. Events are typically scheduled three (3) to six (6) weeks in advance.

44.2 Hands-on class size is restricted to a maximum of fifteen (15) Authorized End Users to maintain an effective instructor-student ratio. Extra students may require an additional materials, instructor fee, or additional days. Large groups may request presentation learning instead of the hands-on classroom format. Training events are only for Licensee's on-campus, internal use. Training events may not be video recorded.

44.3 Each class is structured as a hands-on/active training seminar held in a computer classroom unless otherwise agreed. To insure the best learning experience, Licensee must provide:

- (a) a computer lab containing one (1) computer for each student. Each computer must have at least 233 MHz processors and 64 MB or RAM and monitors capable of at least 1024x768 resolution;
- (b) a high bandwidth Internet connection from each computer;
- (c) Microsoft Internet Explorer 5.5 or later OR Netscape 4.7 or later installed on each computer;
- (d) Recommended: Microsoft Office, Adobe Acrobat Reader, Windows Media Player, QuickTime and/or RealPlayer;
- (e) a video projection device capable of 1024x768 resolution attached to a "lead" computer, and
- (f) access to the locally installed version of Blackboard software or a Blackboard ASP installation.

44.4 All Blackboard Training on-site workshops purchased pursuant to this Master Agreement must be used within one (1) year of the execution of the appropriate Supplement.

ARTICLE 45 BLACKBOARD ON-LINE TRAINING SERVICES

45.1 Licensor, upon request of Licensee, shall provide on-line training services to Licensee. To request enrollment in an on-line training course for Licensee, Licensee shall contact its Blackboard Account Manager, who will be designated upon execution of the Supplement. On-line courses typically begin on the first Monday of each month.

45.2 On-line training class sizes are restricted to a maximum of twenty-five (25) Authorized End Users to maintain an effective instructor-student ratio.

45.3 While there are no course prerequisites for enrollment, each participant must possess basic Web navigation and file management skills, internet access, and an email address. Students in on-line training courses should expect to spend three (3) to six (6) hours per week reading assignments, completing exercises, and participating in Discussion Board forums. The Licensee must provide the name(s) and email addresses of each participant in advance of the course start date.

45.4 All Blackboard Training on-line workshops purchased pursuant to this Master Agreement must be used within one (1) year of the execution of the appropriate Supplement.

ARTICLE 46 BLACKBOARD REGIONAL TRAINING EVENTS

46.1 Regional training events are held at Licensor offices in Washington, DC and Phoenix, Arizona, or other locations as advertised.

46.2 The class size for regional training events is capped at twenty (20) Authorized End Users to maintain an effective instructor-student ratio.

46.3 All Blackboard training on-site workshops, on-line training courses, and/or regional event seats purchased pursuant to this Master Agreement must be used within one (1) year of the execution of the appropriate Supplement.

ARTICLE 47 FEES FOR BLACKBOARD TRAINING SERVICES STAFF

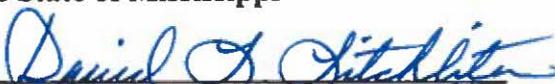
Upon completion of the appropriate Supplement and in consideration for the services provided in the Supplement, Licensor shall invoice Licensee who shall make payments in accordance with Article 7 herein. The travel expenses shall not exceed the daily amounts allowed by the Mississippi Department of Finance and Administration. All travel expenses must be pre-approved by Licensee. Except as provided above, each party will be responsible for its own expenses incurred in rendering performance under any Supplement including the cost of facilities, work space, computers and computer time, personnel, supplies and the like, except that Licensee shall be responsible for supplying facilities for the training services if Licensor conducts training services at a site other than Licensor's facilities.

ARTICLE 48 SECURITY

While on Licensee's premises, Licensor's employees and subcontractors will comply with all reasonable security practices and procedures generally prescribed by Licensee.

For the faithful performance of the terms of this Master Agreement, the parties have caused this Master Agreement to be executed by their undersigned representatives.

**State of Mississippi, Department of
Information Technology Services, on
behalf of the Agencies and Institutions
of the State of Mississippi**

By: 
Authorized Signature

Printed Name: David L. Litchliter

Title: Executive Director

Date: 4-20-06

Blackboard Inc.

By: 
Authorized Signature

Printed Name: Tessa Frazier

Title: Vice President

Date: 19 April 2006

EXHIBIT A

Product Description	List Price Year 1	% SBCJC Discount	Unit Price	Extended Price Year 1
Vendor Hosted Application				
Basic Edition (limited to no more than 3,000 Authorized End Users)	\$9,500	N/A		\$9,500
Tiered Licensing				
Learning System				
Tier I 0-2,000 FTE	\$27,500	20%		\$22,000
Tier II 2,001-4,000 FTE	\$35,000	20%		\$28,000
Tier III 4,001-8,000 FTE	\$42,500	20%		\$34,000
Tier IV 8,001-15,000 FTE	\$52,000	20%		\$41,600
Tier V 15,001-25,000 FTE	\$59,500	20%		\$47,600
Tier VI 25,001-50,000 FTE	\$67,500	20%		\$54,000
Community System				
Tier I 0-2,000 FTE	\$17,500	20%		\$14,000
Tier II 2,001-4,000 FTE	\$20,000	20%		\$16,000
Tier III 4,001-8,000 FTE	\$23,000	20%		\$18,400
Tier IV 8,001-15,000 FTE	\$26,000	20%		\$20,800
Tier V 15,001-25,000 FTE	\$29,500	20%		\$23,600
Tier VI 25,001-50,000 FTE	\$32,500	20%		\$26,000
Content System				
Tier I 0-2,000 FTE	\$22,500	20%		\$18,000
Tier II 2,001-4,000 FTE	\$30,000	20%		\$24,000
Tier III 4,001-8,000 FTE	\$37,500	20%		\$30,000
Tier IV 8,001-15,000 FTE	\$45,000	20%		\$36,000
Tier V 15,001-25,000 FTE	\$52,500	20%		\$42,000
Tier VI 25,001-50,000 FTE	\$60,000	20%		\$48,000
Professional Services				
Training (Onsite)	N/A	N/A	\$2,750/day	N/A
Training (Online or Regional)	N/A	N/A	\$325/course	N/A
Consulting	N/A	N/A	\$215/hour	N/A

Product Description	List Price Year 1	% SBCJC Discount	Unit Price	Extended Price Year 1
<p>ASP Consulting</p> <p><u>Data Archive and Cleanup Related Services and Charges:</u></p> <ul style="list-style-type: none"> - There are a number of Blackboard application data archiving and cleanup projects that require expert knowledge of Blackboard application and database infrastructure and/or local command-line access into servers in order to perform the tasks. As Blackboard ASP is fully managing client's Blackboard application systems and has the expertise on Blackboard applications and database, clients often ask Blackboard ASP to perform some of these tasks. - Common types of data archiving and cleanup tasks that require database/application engineering expertise and command-line access to servers include (but by no means are limited to) the following: <ul style="list-style-type: none"> • 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 user names / courses from a database query 	N/A	N/A	\$175/hour	N/A

Product Description	List Price Year 1	% SBCJC Discount	Unit Price	Extended Price Year 1
<p>As a policy and general guidelines to set expectations with clients, Blackboard ASP Services will perform up to 4 data archiving and cleanup related TICKETS per client per year (i.e., several data archiving and cleanup tasks can be grouped together as one ticket to be addressed at one time per semester or per quarter, for example). As for clients who request batch archival of data on to a hard-drive and shipment to client's location, they will also be charged \$200 for the cost of each of 200 GB hard-drive required. The hard-drive can be shipped back to ASP at the time of next project to be reused. After 4 free services per year, Blackboard ASP will charge a flat fee of \$800 per ticket created for data archiving and cleanup related tasks. These tasks will be counted separately from the 4 free restores per year per Client that ASP Services will also perform.</p>				
<p><u>Miscellaneous Services and Charges:</u> If Blackboard ASP is required to perform miscellaneous tasks for the client that is beyond the standard scope of the ASP service offering, Blackboard ASP Services will determine whether the requested task can be done by Blackboard ASP Services before committing to the client, and will charge an hourly rate for the hours necessary to complete the task(s).</p>				
Academic Suite ASP Setup	\$35,000	10%		\$31,500
Learning System and/or Community System ASP set-up fee	\$20,000	10%		\$18,000
Content System set-up fee	\$15,000	10%		\$13,500

Product Description	List Price Year 1	% SBCJC Discount	Unit Price	Extended Price Year 1
High Availability/High Performance Services – 4 CPU Real Application Clusters (RAC) Setup <ul style="list-style-type: none"> - Oracle 9i or 10g RAC clustered database nodes configuration pointing to a separate client-dedicated RAID-4 protected storage volumes for redundant and load-balanced database servers configuration - Oracle 9i or 10g RAC License is included - Minimum of two (2) dedicated database servers as database nodes - Includes Oracle Recovery Manager (RMAN) database backup service, which allows point-in-time database backup and restore capability - Complex Hosting Manager Service must be sold together with High Availability / High Performance Service - This service is invariably a customized solution for each client with custom pricing. Consult ASP Services Management for pricing and proposal information. 	\$40,000	10%		\$36,000
4 CPU RAC SETUP – each node with 2 CPU servers				
High Availability/High Performance Services – 8 CPU RAC Setup	\$60,000	10%		\$54,000
8 CPU RAC SETUP – each node with 4 CPU servers				
Business Continuity Service Setup	\$20,000	10%		\$18,000
Staging Environment Setup	\$5,000	10%		\$4,500
Test and Development Environment Setup	\$1,000	10%		\$900

Product Description	List Price Year 1	% SBCJC Discount	Unit Price	Extended Price Year 1
Virtual Private Network setup	\$1,500	10%		\$1,350
Community System e-commerce set-up fee	\$3,000	10%		\$2,700
Data Restoration per/incident (after 4 events)	\$800	10%		\$720
<ul style="list-style-type: none"> - Blackboard ASP can restore data deleted or removed from the client's ASP hosted site if the data is not older than 30 days using nightly data backup. - Under the standard ASP Schedule, Blackboard ASP Service will perform data restoration up to four times a year without any additional charge. After four free restorations per year, Blackboard will charge then-current per-request fee to perform data restoration. 				
Full Data Backup	\$1,000	10%		\$900
<ul style="list-style-type: none"> - For clients who request Blackboard ASP Service to perform a backup of the client's data (e.g., archiving purposes) and load on a hard drive and ship it to clients, Blackboard ASP will charge then-current rates to perform this task. The fee includes the cost of the hard-drive and shipping. - This is also the same fee-based service provided for clients also leaving ASP Services and moving to a locally hosted environment and request ASP to provide the latest data backup. 				

Product Description	List Price Year 1	% SBCJC Discount	Unit Price	Extended Price Year 1
Recurring Costs				
Hosting Charges				
Academic Suite	\$65,500	10%		\$58,950
LS and/or Community System	\$45,800	10%		\$41,220
Content System	\$19,700	10%		\$17,730
Additional Service Unit for Learning System or Academic Suite	\$32,700	10%		\$29,430
Learning System - Basic	\$32,700	10%		\$29,430
RMAN Recovery Backup Services - Oracle Recovery Manager (RMAN) database backup service, which allows point-in-time database backup and restore capability	\$12,000	10%		\$10,800
High Availability/High Performance Services – 4 CPU RAC	\$60,000	10%		\$54,000
High Availability/High Performance Services – 8 CPU RAC	\$120,000	10%		\$108,000

Complex Hosting Manager Service (20% Time Dedication to Client)	\$40,000	10%		\$36,000
<ul style="list-style-type: none"> - Complex Hosting Manager has three primary tasks – project management, communication, and documentation – and can be contracted as full-time dedicated or part-time dedicated to clients - Complex Hosting Manager will be available to client's systems administrators and operations staff through a dedicated phone numbers & email. - Defined and dedicated for day-to-day ASP support requests and status reporting. - Support directly the development of application through: <ul style="list-style-type: none"> o Direct ASP ticket escalation management and documentation o Development support activities focused on impact analysis and evaluation based on updates and upgrades - Modify and order hardware when necessary - Coordinate and deliver requirements to other key ASP staff including ASP operations and engineering. - Provide timely and detailed reports of planned infrastructure changes; planned, or unplanned service outages, or degradation of service; and issue resolution reports - Develop detailed documentation including Escalation process, Operations Handbook, Infrastructure (including Oracle RAC) test plans - Evaluate the system and run reports when necessary to manage system stability 				

<ul style="list-style-type: none"> - Implement development and test environment when necessary - Manage and plan the client's ASP infrastructure for scalability, optimal performance and growth in coordination with client and ASP operations - Complex Hosting Technical Manager's hours only include billable hours directly related to client-specific Blackboard environment and EXCLUDE any hours spent on other client(s), on shared network infrastructure or other Blackboard ASP service issues that affect other clients. 				
Complex Hosting Manager Service (25% Time Dedication to Client)	\$60,000	10%		\$54,000
Complex Hosting Manager Service (50% Time Dedication to Client)	\$100,000	10%		\$90,000
Complex Hosting Manager Service (100% Time Dedication to Client)	\$180,000	10%		\$162,000

Business Continuity Service – Service Level 1 <ul style="list-style-type: none"> - Business Continuity Service is designed as for disaster recovery scenarios with mirrored backup site in physically separate location provisioned to be turned on with Recovery Time Objective (RTO) and Recovery Point Objective (RPO). - RTO is the time-measured objective to have the Blackboard Business Continuity Service operation up and running from the point in time that Blackboard is made aware of the client's primary Blackboard system failure. - RPO is the objective to minimize the loss of the client's database and file storage content by constantly backing up the client's information no less than the time guaranteed under each RPO service level. - Includes Oracle Recovery Manager (RMAN) database backup service, which allows point-in-time database backup and restore capability Production Environment Hosted in ASP for up to 30,000 active users: Level 1 Service (72 hours RTO / 24 hours RPO) – non RAC setup	\$25,000	10%		\$22,500
Business Continuity Service – Service Level 2 Production Environment Hosted in ASP for up to 30,000 active users: Level 2 Service (24 hours RTO / 12 hours RPO) – non RAC setup	\$30,000	10%		\$27,000
Business Continuity Service – Service Level 3 Production Environment Hosted in ASP for up to 30,000 active users: Level 3 Service (6 hours RTO / 3 hours RPO) – non RAC setup	\$40,000	10%		\$36,000

Staging ASP Environment	\$32,700	10%		\$29,430
<ul style="list-style-type: none"> - The Staging Environment is designed for Customer to test and approve new update/upgrade software and changes in software configuration before implementing such software in a production environment. It may NOT be used for production purposes. - The Staging Environment is not designed to fully replicate or clone the production environment in terms of physical infrastructure. - Initial Term is a minimum of six (6) months and renews automatically for successive 12-month terms. - Setup Fee includes installation of Test Copy Hosted Software on servers in Blackboard's production environment. - One(1) client-dedicated database server with minimum of two 3.1 GHz Xeon Intel processors, each processor with 4GB RAM at minimum - One(1) client-dedicated application server with minimum of two 3.1 GHz Xeon Intel processors, each processor with 4GB RAM at minimum - 20 GB storage as "soft quota" – but storage is never capped - 512 Kbps of bandwidth as "soft quota" – but bandwidth is never capped - 99.7% Uptime Guarantee Service Level Agreement 				

Test and Development ASP Environment	\$13,000	10%		\$11,700
<ul style="list-style-type: none"> - The Test & Development Environment is a Non-Production Environment designed for fewer than 10 users on the system at any given time for development and testing purposes. Thus, it is not designed to fully replicate or clone the production environment in terms of physical infrastructure. - Full Root Access to server is granted with the Test & Development Environment. Thus, by its nature Test & Development Environment DOES NOT qualify for any Service Level Guarantees. - Initial Term is a minimum of six (6) months and renew automatically for successive 12-month terms. - Setup Fee includes installation of Test Copy Hosted Software on servers in Blackboard's non-production environment. - One(1) client-dedicated application/database server with minimum of 400 MHz Pentium Intel processors, each processor with 0.5GB RAM at minimum - Minimum of 9 GB storage guaranteed 				
Additional Bandwidth	\$5,760	10%		\$5,184
<ul style="list-style-type: none"> - Additional Bandwidth for ASP Hosting can be purchased in 1 Mbps increments. 				

Additional Learning System and Community system storage (per/10GB) <ul style="list-style-type: none"> - Additional Storage for ASP Hosting Services tied to Learning System and Community System can be purchased in 10 GB increments. - Each 10 GB storage is backed up daily in another storage system and each daily backup is stored for 30 days before removal. In addition, each weekly backup is stored on a separate tape backup system and stored for 30 days before removal. 	\$3,600	10%		\$3,240
Additional Storage for the Content System (per/TB) <ul style="list-style-type: none"> - Additional Storage for ASP Hosting Services tied to Content System (designed to provide storage space for e-portfolios/virtual hard drive features on Content System) can be purchased in 1 TB increments. - Each 1 TB storage is backed up daily in another storage system and each daily backup is stored for 30 days before removal. 	\$26,400	10%		\$23,760

Virtual Private Network	\$13,000	10%		\$11,700
<ul style="list-style-type: none"> - Virtual Private Network (VPN) service is a point to point virtual network tunneling and data encryption technology that allows the passing of sensitive information over public networks while protecting the data from being intercepted by a third party. Blackboard hosts VPN devices in Blackboard's facility and manages the VPN encryption tunnel between the Blackboard datacenter and customer-designated site. Blackboard will ship to clients a pre-configured VPN hardware which sits in front of the snapshot controller and encrypts all information coming from Blackboard to client's servers and vice versa. - Customer is responsible for installing the pre-configured VPN hardware to their existing network. Blackboard will provide the Customer with documentation to be used with the VPN hardware installation process. Upon the request of the Customer, Blackboard can also send a Technical Consultant to assist in the installation of the VPN hardware. The Technical Consultant will be provided at the then current Blackboard rates, including time and materials. - Customer will be charged a one-time set up fee and annual recurring charge at the then-standard applicable rates for this optional service. 				

Secure Socket Layer (SSL) <ul style="list-style-type: none"> - Secure Socket Layer (SSL) is an encryption protocol that prevents eavesdropping of data that passes between a web server and an end-user's browser. SSL enabled websites encrypt data before it is transmitted from the web server to the end user and from the end user to the web server. Blackboard's Learning System 6.1 and higher versions contain SSL Choice feature, which once turned on from the system administration panel allows Customer to choose which parts of the site should be encrypted and which should not, which in turn effectively reduces unnecessary CPU usage associated with SSL software. In order to take advantage of the SSL Choice, Customer must have SSL software enabled. - As an optional service, Blackboard offers Software-based Secure Socket Layer (SSL) to Customer for added security to Customer's data transmission. Customer must have Blackboard Learning Systems 6.1 or higher version in order to take advantage of this Service. Blackboard will obtain an SSL certificate from a certificate authority and set up the service for the Customer at the then-standard applicable rates. 	\$500	10%		\$450
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Blackboard E-mail Services (50 Mb per user) <ul style="list-style-type: none"> - Blackboard ASP service will provide email services partnering with Mirapoint, using Mirapoint's email and spam/virus protection appliance. - The actual pricing of the service can be altered depending on requirements such as mail features (e.g. webmail, IMAP, POP, etc.), optional features (e.g. personal calendar, group calendar), and storage requirements per user or group of users. Reference pricing is below: 	\$10	10%		\$9
Webmail, Personal Calendar				
Blackboard E-mail Services (100 Mb per user)	\$17	10%		\$15.30
Webmail, IMAP, Group Calendar				

Product Description	List Price Year 2	% SBCJC Discount	Unit Price	Extended Price Year 2
Vendor Hosted Application				
Tiered Licensing				
Learning System				
Tier I 0-2,000 FTE	\$28,875	10%		\$25,988
Tier II 2,001-4,000 FTE	\$36,750	10%		\$33,075
Tier III 4,001-8,000 FTE	\$44,625	10%		\$40,163
Tier IV 8,001-15,000 FTE	\$54,600	10%		\$49,140
Tier V 15,001-25,000 FTE	\$62,475	10%		\$56,228
Tier VI 25,001-50,000 FTE	\$70,875	10%		\$63,788
Community System				
Tier I 0-2,000 FTE	\$18,375	10%		\$16,538
Tier II 2,001-4,000 FTE	\$21,000	10%		\$18,900
Tier III 4,001-8,000 FTE	\$24,150	10%		\$21,735
Tier IV 8,001-15,000 FTE	\$27,300	10%		\$24,570
Tier V 15,001-25,000 FTE	\$30,975	10%		\$27,878
Tier VI 25,001-50,000 FTE	\$34,125	10%		\$30,713
Content System				
Tier I 0-2,000 FTE	\$23,625	10%		\$21,263
Tier II 2,001-4,000 FTE	\$31,500	10%		\$28,350
Tier III 4,001-8,000 FTE	\$39,375	10%		\$35,438
Tier IV 8,001-15,000 FTE	\$47,250	10%		\$42,525
Tier V 15,001-25,000 FTE	\$55,125	10%		\$49,613
Tier VI 25,001-50,000 FTE	\$63,000	10%		\$56,700
Professional Services				
Training (Onsite)				
Training (Online or Regional)	Pricing will be based on then current Blackboard rates.			
Consulting				
Learning System and/or Community System one time set-up fee	\$20,000	N/A		\$20,000
Content System one time set-up fee	\$15,000	N/A		\$15,000
Community System e-commerce one time set-up fee	\$3,000	N/A		\$3,000
Recurring Costs				
Hosting Charges				
LS and/or Community System (up to 10,000 active users)	\$44,100	N/A		\$44,100
Additional 7,500 active users	\$31,500			\$31,500
Content System	\$18,000	N/A		\$18,900

Product Description	List Price Year 3	% SBCJC Discount	Unit Price	Extended Price Year 3
Vendor Hosted Application				
Tiered Licensing				
Learning System				
Tier I 0-2,000 FTE	\$30,250	5%		\$28,738
Tier II 2,001-4,000 FTE	\$38,500	5%		\$36,575
Tier III 4,001-8,000 FTE	\$46,750	5%		\$44,413
Tier IV 8,001-15,000 FTE	\$57,200	5%		\$54,340
Tier V 15,001-25,000 FTE	\$65,450	5%		\$62,178
Tier VI 25,001-50,000 FTE	\$74,250	5%		\$70,538
Community System				
Tier I 0-2,000 FTE	\$19,250	5%		\$18,288
Tier II 2,001-4,000 FTE	\$22,000	5%		\$20,900
Tier III 4,001-8,000 FTE	\$25,300	5%		\$24,035
Tier IV 8,001-15,000 FTE	\$28,600	5%		\$27,170
Tier V 15,001-25,000 FTE	\$32,450	5%		\$30,828
Tier VI 25,001-50,000 FTE	\$35,750	5%		\$33,963
Content System				
Tier I 0-2,000 FTE	\$24,750	5%		\$23,513
Tier II 2,001-4,000 FTE	\$33,000	5%		\$31,350
Tier III 4,001-8,000 FTE	\$41,250	5%		\$39,188
Tier IV 8,001-15,000 FTE	\$49,500	5%		\$47,025
Tier V 15,001-25,000 FTE	\$57,750	5%		\$54,863
Tier VI 25,001-50,000 FTE	\$66,000	5%		\$62,700
Professional Services				
Training (Onsite)				
Training (Online or Regional)				
Consulting				
Learning System and/or Community System one time set-up fee	\$20,000	N/A		\$20,000
Content System one time set-up fee	\$15,000	N/A		\$15,000
Community System e-commerce one time set-up fee	\$3,000	N/A		\$3,000
Recurring Costs				
Hosting Charges				
LS and/or Community System (up to 10,000 active users)	\$46,200	N/A		\$46,200
Additional 7,500 active users	\$33,000			\$33,000
Content System	\$18,000	N/A		\$19,800

Product Description	List Price Year 4	% SBCJC Discount	Unit Price	Extended Price Year 4
Vendor Hosted Application				
Tiered Licensing				
Learning System				
Tier I 0-2,000 FTE	\$31,625	0%		\$31,625
Tier II 2,001-4,000 FTE	\$40,250	0%		\$40,250
Tier III 4,001-8,000 FTE	\$48,875	0%		\$48,875
Tier IV 8,001-15,000 FTE	\$59,800	0%		\$59,800
Tier V 15,001-25,000 FTE	\$68,425	0%		\$68,425
Tier VI 25,001-50,000 FTE	\$77,625	0%		\$77,625
Community System				
Tier I 0-2,000 FTE	\$19,550	0%		\$19,550
Tier II 2,001-4,000 FTE	\$23,000	0%		\$23,000
Tier III 4,001-8,000 FTE	\$26,450	0%		\$26,450
Tier IV 8,001-15,000 FTE	\$29,900	0%		\$29,900
Tier V 15,001-25,000 FTE	\$33,925	0%		\$33,925
Tier VI 25,001-50,000 FTE	\$37,325	0%		\$37,325
Content System				
Tier I 0-2,000 FTE	\$25,875	0%		\$25,875
Tier II 2,001-4,000 FTE	\$34,500	0%		\$34,500
Tier III 4,001-8,000 FTE	\$43,125	0%		\$43,125
Tier IV 8,001-15,000 FTE	\$51,750	0%		\$51,750
Tier V 15,001-25,000 FTE	\$60,375	0%		\$60,375
Tier VI 25,001-50,000 FTE	\$69,000	0%		\$69,000
Professional Services				
Training (Onsite)	Pricing will be based on then current Blackboard rates.			
Training (Online or Regional)				
Consulting				
Learning System and/or Community System one time set-up fee	\$20,000	N/A		\$20,000
Content System one time set-up fee	\$15,000	N/A		\$15,000
Community System e-commerce one time set-up fee	\$3,000	N/A		\$3,000
Recurring Costs				
Hosting Charges				
LS and/or Community System (Up to 10,000 active users)	\$48,300	N/A		\$48,300
Additional 7,500 active users	\$34,500			\$34,500
Content System	\$20,700	N/A		\$20,700

Product Description	List Price Year 5	% SBCJC Discount	Unit Price	Extended Price Year 5
Vendor Hosted Application				
Tiered Licensing				
Learning System				
Tier I 0-2,000 FTE	\$33,000	0%		\$33,000
Tier II 2,001-4,000 FTE	\$42,000	0%		\$42,000
Tier III 4,001-8,000 FTE	\$51,000	0%		\$51,000
Tier IV 8,001-15,000 FTE	\$62,400	0%		\$62,400
Tier V 15,001-25,000 FTE	\$71,400	0%		\$71,400
Tier VI 25,001-50,000 FTE	\$81,000	0%		\$81,000
Community System				
Tier I 0-2,000 FTE	\$21,000	0%		\$21,000
Tier II 2,001-4,000 FTE	\$24,000	0%		\$24,000
Tier III 4,001-8,000 FTE	\$27,600	0%		\$27,600
Tier IV 8,001-15,000 FTE	\$31,200	0%		\$31,200
Tier V 15,001-25,000 FTE	\$35,400	0%		\$35,400
Tier VI 25,001-50,000 FTE	\$39,000	0%		\$39,000
Content System				
Tier I 0-2,000 FTE	\$27,000	0%		\$27,000
Tier II 2,001-4,000 FTE	\$36,000	0%		\$36,000
Tier III 4,001-8,000 FTE	\$45,000	0%		\$45,000
Tier IV 8,001-15,000 FTE	\$54,000	0%		\$54,000
Tier V 15,001-25,000 FTE	\$63,000	0%		\$63,000
Tier VI 25,001-50,000 FTE	\$72,000	0%		\$72,000
Professional Services				
Training (Onsite)	Pricing will be based on then current Blackboard rates.			
Training (Online or Regional)				
Consulting				
Learning System and/or Community System one time set-up fee	\$20,000	N/A		\$20,000
Content System one time set-up fee	\$15,000	N/A		\$15,000
Community System e-commerce one time set-up fee	\$3,000	N/A		\$3,000
Recurring Costs				
Hosting Charges				
LS and/or Community System	\$50,400	N/A		\$50,400
Additional 7,500 active users	\$36,000			\$36,000
Content System	\$21,600	N/A		\$21,600

AHN: Steven Shortell

VOID IF EXECUTED AFTER JUNE 26, 2006
CUSTOMER: UNIVERSITY OF SOUTHERN MISSISSIPPI



Blackboard

BLACKBOARD LICENSE AND SERVICES AGREEMENT
COVER PAGE

The attached documents describe the relationship between Blackboard Inc. and the Customer 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 Agreement includes this cover page, the attached pricing summary, Master Terms, and all Schedules that are attached to such Master Terms and are separately executed by the Parties. This Agreement, including the attached Master Terms, will become effective June 26, 2006.

CUSTOMER INFORMATION:

Name/Company: <u>University of Southern Mississippi</u>	Principal Contact Person: <u>Allen Chamberlain</u>
Address: <u>2701 Hardy Street</u> <u>Hattiesburg, MS, 39406</u>	Phone: <u>601-266-4202</u>
	Fax: _____
	Billing Contact: <u>same</u>
	Title: <u>Project Manager, iTech</u>
	Address: <u>118 College Drive #10001</u> <u>Hattiesburg, MS, 39406</u>
	Email Address: <u>allen.chamberlain@usm.edu</u>
Initial Term of Agreement: Software License: 8 Months (10/24/06-6/25/07)	Phone: _____
Hosting Services: 12 months (6/26/06-6/25/07)	Fax: _____

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

BLACKBOARD INC.

CUSTOMER: University of Southern Mississippi

Signature
Joseph Morgan
Print Name and Title
JOSEPH MORGAN

Date: 6/26/06

Signature
Joseph Morgan
Print Name and Title
JOSEPH MORGAN

Date: 6/26/06

University of Southern Mississippi Pricing Summary

Product Description	Quantity	Units	Total Price
Campus Edition Institution: 8001-15000 FTE	1	MO	\$23,963.00
WebCT Campus Edition Dedicated Hosting Set-Up and Orientation	1	EA	\$20,000.00
WebCT Campus Edition Dedicated Hosting Services	1	YR	\$57,000.00
Test and Development Environment Set-Up (Campus Edition)	1	EA	\$1,000.00
Test and Development Environment Hosting Services (Campus Edition)	1	YR	\$13,000.00
Additional Bandwidth (1 Mbps Increments) (Campus Edition)	1	YR	\$5,760.00
SSL Service	1	YR	\$500.00
Credit - Hosting Services			<\$10,000.00>
			\$111,223.00

Designated Server Site (Physical Location of the Software):	Designated Server:	Operating System:
HOSTED BY BLACKBOARD		
CUSTOMERS FTE		

WEBCT CAMPUS EDITION™—INSTITUTION:
Blackboard Band

Higher Ed (FTE)
1-2500
2501-4000
4001-8000
8001-15000
15001-25000
25001-50000

ADDITIONAL bands of 25,000 will be priced separately

BLACKBOARD 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 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 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.

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 1899 L Street, NW, Fifth Floor, Washington, D.C. 20036, U.S.A.

2.4 "Confidential Information" means any non-public information disclosed by either Party to the other, 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, 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.

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 "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.

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

2.9 "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.

2.10 "Master Terms" means these Blackboard Master Terms.

2.11 "Party" means either Blackboard or Customer.

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

2.13 "Software" means the object code version of the WebCT software as described on the applicable Software Schedule(s).

2.14 "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

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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 onerous 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 Confidential 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.

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 shall survive the termination of this Agreement for any reason.

6. FEES; EXPENSES

6.1 Fees; Payments. In consideration for Blackboard's performance under this Agreement, Customer agrees to pay Blackboard all fees required by the Schedules, 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 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. 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.

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 thereon. 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 ANY ATTACHED 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. 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 death or personal injury caused by the negligence of Blackboard or 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

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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 a U.S. or European patent issued prior to the Effective Date or 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, Blackboard shall, at its own expense and option: (i) defend and settle such claim, (ii) procure Customer the right to use the Software or Equipment, (iii) modify or replace the Software or Equipment to avoid infringement; or (iv) refund the applicable fee paid for the current term. In the event 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 supplied by Blackboard (including, without limitation, any software produced by Customer for use with the Software) to the extent such claim is directed against such combination; (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. 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 New York without reference to its conflicts of law provisions, and each Party irrevocably submits to the non-exclusive jurisdiction of the courts in or for the District of Columbia. The U.N. Convention on Contracts for the International Sale of Goods 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. No right or obligation of Customer under this Agreement may be assigned, delegated or otherwise transferred, whether by agreement, operation of law or otherwise, without the express prior written consent of Blackboard, and any attempt to assign, delegate or otherwise transfer any of Customer's rights or obligations hereunder, without such consent, shall be void. Subject to the preceding sentence, this Agreement shall bind each Party and its permitted successors and assigns.

9.6 Remedies. The Parties agree that any breach of this Agreement would cause irreparable injury for which no adequate remedy at law exists; therefore, the Parties agree that equitable remedies, including without limitation, injunctive relief and specific performance, are appropriate remedies to redress any breach or threatened breach of this Agreement, in addition to other remedies available to the Parties. All rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently and shall not be deemed exclusive except as provided in Sections 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 Sales. If Customer is a U.S. Government entity, the Software is provided with RESTRICTED RIGHTS. Each of the components that comprise the Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software with only those rights set forth herein. Contractor/manufacturer is Blackboard Inc., 1899 L Street, N.W., Suite 500, Washington, DC 20036. All rights not specifically granted in this statement are reserved by Blackboard.

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

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

9.12 Entire Agreement. This Agreement, which includes these Master Terms and the applicable Schedule(s) 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 including any License Agreements previously executed between Customer and WebCT. 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, 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. **END OF MASTER TERMS**

WebCT CAMPUS EDITION™—INSTITUTION SCHEDULE WCT - ONE

This *WebCT Campus Edition™—Institution Software Schedule* ("Schedule") is made as of the last date indicated below, by and between Blackboard and University of Southern Mississippi ("Customer") and is an addendum to the Blackboard License And Services Agreement between Blackboard and Customer, including the Master Terms and other Schedules incorporated therein (collectively, the "Agreement"). Capitalized terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the Master Terms. In consideration of the following promises, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. ADDITIONAL DEFINITIONS

- 1.1 **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 number, and/or later incorporated into Upgrades or Upgrades.
- 1.2 **Authorized End User** means any individual who is a student resident in a degree- or certificate granting program of Customer, prospective student, alumni, consortia student registered to take one of Customer's regularly offered courses of instruction, employee, trustee or collaborating researcher 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.
- 1.3 **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.
- 1.4 **Designated Server Site** means the physical location where the Software will be installed, as identified on the Pricing Summary.
- 1.5 **Pricing Summary** means the pricing attributable to the software and services provided pursuant to this Schedule as set forth on the Cover Page to the Agreement.
- 1.6 **Software** means, for purposes of this Schedule only, the WebCT proprietary software identified in the Pricing Summary, including Updates, Upgrades, Corrections and Application Packs thereto.
- 1.7 **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 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.
- 1.8 **Support** means, for purposes of this Schedule only, the level of support, each as described on Blackboard's web site at www.webct.com/options, which is subject to change from time to time at Blackboard's discretion, as indicated on the Pricing Summary.
- 1.9 **Supported Interface** means application-based interfaces (API) provided pursuant to the *Blackboard PowerLinks™* program, network protocols, data formats, database schemas, and file formats available for use in the Software as expressly specified in the Documentation.
- 1.10 **Third Party Software** means the software manufactured by third parties that has been incorporated by Blackboard into the Software.
- 1.11 **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 module.
- 1.12 **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 module.

2. LICENSE

- 2.1 **Grant of License**. Subject to the terms and conditions of this Schedule and the Master Terms, Blackboard grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license to install and use one (1) production copy and (1) unsupported Test Copy of the Software, for one (1) installation at Customer's Designated Server Site, solely in the form of machine-readable, executable, object code or byte code, as applicable and to use the Documentation. Customer acknowledges and understands that in the event it wishes to use the Software or Documentation for any purposes other than expressly permitted by the foregoing, including, without limitation, clustering or load balancing, or 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. 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, 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 purpose. Customer will not obscure, remove or alter any of the trademarks, trade names, logos, patent 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 or Documentation to anyone other than Authorized End Users without Blackboard's prior written consent; provided, however, that Customer may provide access to *Blackboard PowerLinks™* partners for the limited purpose of installing, maintaining and supporting their respective *Blackboard PowerLinks™* applications. Customer shall ensure that its use of the Software and Documentation 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.

- 2.3 **Interoperability**. To the extent permitted by the specifications for the Software as outlined in the Documentation, 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 2.3 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.

2.4 Third Party Software/Content. Customer acknowledges that the Software may utilize software made available to Blackboard by third parties, which shall constitute "Third Party Software" for purposes of this Schedule. 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 the Software and Customer's own instructional activities.

2.5 Further Restrictions. Customer acknowledges that certain Blackboard Software contains an "Auto Report" feature, which 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.

2.6 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 nor 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. The Software is priced annually based upon Customer's FTE (as defined below). Customer represents and warrants that the FTE provided to Blackboard set forth on the Pricing Summary 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 license fees for the Software for increases in Customer's FTE.

"FTE" or "Full Time Equivalent" is determined using the following formula:

- a) # of Students taking 12 or more credit hours
 - b) # of Students taking less than 12 credit hours x 0.5 (b x 0.5)
 - c) # of Students participating in extension programs
 - d) # of Alumni using system x 0.25 (d x 0.25)
 - e) Other (such as faculty and staff)
- Total FTE Count equals the sum of a + b + c + d + e.

For the purposes of this agreement, "FTE" or "Full Time Equivalent" means all Staff and Students officially enrolled in one or more classes offered by the school or school district.

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.

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 Blackboard's then-current pricing.

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. Customer acknowledges that the Software shall be activated for the Initial Term (as defined below) by a license key consisting of identification codes to be provided by Blackboard to Customer electronically promptly after receipt by Blackboard of Customer's IP address and operating system information. A new license key will be provided by Blackboard to Customer for each Renewal Term (as defined below) upon receipt by Blackboard of Customer's renewal notice for such Renewal Term. Initial 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 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. Customer further agrees to reimburse Blackboard for (i) reasonable travel and living expenses incurred by Blackboard's employees and subcontractors in connection with the performance of maintenance and support services under this Schedule and (ii) any other expenses described in this Schedule, provided that Blackboard will receive Customer's prior approval for single expenses greater than \$250, and further provided that, upon Customer's request, Blackboard will provide reasonable documentation indicating that Blackboard incurred such expenses. 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 October 24, 2006, and shall continue in effect until June 25, 2007 (the "Initial Term"), unless earlier terminated. Thereafter, the Schedule will renew automatically upon the conclusion of each twelve (12) month period following the Schedule Effective Date for successive one (1)-year periods (each, a "Renewal Term"), unless either Party provides notice of its desire not to renew not less than thirty (30) days prior to the end of the Initial Term or then-current Renewal Term, as applicable. 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 applicable Documentation for a period of ninety (90) days after the relevant 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 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

7.1 **Telephone Product Support.** Customer is eligible to receive Support in English from Blackboard. Customer may designate a certain number of its personnel for purposes of receiving Support under this Schedule depending on the level of support provided hereunder or such greater number if purchased separately ("Technical Contacts"), and Customer may designate substitute personnel to be Technical Contacts by providing written notice to Blackboard. Provided that Customer remains in compliance with Blackboard's minimum configuration requirements, Customer's Technical Contacts may contact Blackboard, via the web or telephone at the telephone number provided by Blackboard from time to time, for purposes of receiving Product Support. In addition to the foregoing support services, Blackboard may make representatives available for onsite support, at its sole discretion, at Blackboard's then prevailing rates.

7.2 **Initial Technical Contacts.** Customer's initial Technical Contacts are as follows:

Name	Title	Email	Phone

7.3 **Support Limitations.** Blackboard shall provide Support only with respect to the then-current generally available version of the Software and the two (2) most recent previously issued Updates of the Software. Customer acknowledges that Blackboard has no obligation under this Schedule to provide Support or other support services with respect to (i) any third-party software not incorporated into the Software and its use with the Software; (ii) the use of any Third-Party Software provided under this Agreement other than with the Software; (iii) any Software Error or problems relating to the Software arising from (x) use of the Software other than strictly according to the terms of this Agreement, including, without limitation, human error; (y) modification of the Software by Customer or any third party; or (z) any combination or integration of the Software with hardware, software and/or technology not provided by Blackboard, or problems arising from Customer's host or applications software, Customer's hardware and cabling power or environmental conditions.

7.4 **Maintenance.** From time to time, Blackboard may, in its discretion, develop Application Packs, Corrections, Updates or Upgrades to the Software. Provided that Customer has paid to Blackboard all fees and other amounts due and payable under this Agreement, Blackboard will, during the period while this Schedule remains in effect, make available to Customer such Application Packs, Corrections, Updates and/or Upgrades, if and when developed, at no additional cost. Any such Application Packs, Corrections, Updates and/or Upgrades shall, if and when provided or made available, be deemed to constitute part of the Software and shall be subject to all terms and provisions set forth in this Agreement, otherwise applicable to the Software, including, without limitation, terms and provisions related to licenses, use restrictions and ownership of the Software.

7.5 **Additional Services.** Any time or expense incurred by Blackboard in diagnosing or fixing problems that are not caused by the Software or are not covered by the support services are billable to Customer at Blackboard's then-existing services rates, with a one-hour minimum charge per call. If Customer desires such additional services, it must execute a copy of Blackboard's Professional Services Agreement for the services.

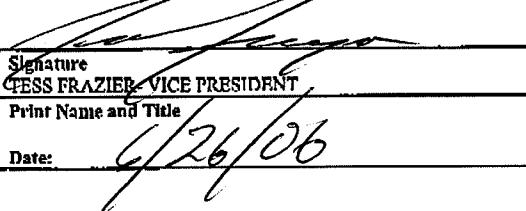
IN WITNESS WHEREOF, the parties hereto have executed this Schedule as of the date first written below.

BLACKBOARD INC.

CUSTOMER: University of Southern Mississippi

Signature
CESS FRAZIER - VICE PRESIDENT
Print Name and Title

Date:


6/26/06

Signature
T. E. P. N. Morgan
Print Name and Title

Date: 6/26/06

**ASP SCHEDULE WCT - TWO
BLACKBOARD ASP SCHEDULE**

This Blackboard ASP Schedule ("ASP Schedule") is made as of the last date indicated below, by and between Blackboard and University of Southern Mississippi ("Customer") and is an addendum to the Blackboard License And Services Agreement between Blackboard and Customer, including the Master Terms and other Schedules incorporated therein (collectively, the "Agreement"). Capitalized terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the 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** "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 in the table above.

1.2 "ASP Services" means the services provided by Blackboard pursuant to this ASP Schedule. The initial ASP Services are indicated in the table above.

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 ASP Schedule, the date upon which Customer receives notice from Blackboard that the Hosted Software is available for access by Customer's Authorized End Users.

1.6 "Hosted Software" means the Software licensed to Customer pursuant to the Software Schedule for which Blackboard is to provide the ASP Services.

1.7 "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 ASP Schedule is not covered by Service Level specifications described in Exhibit B.

1.8 "Schedule Effective Date" means the later of (i) the date on which this ASP Schedule has been executed by authorized representatives of both Parties and (ii) the Effective Date of the Agreement.

1.9 "Software Schedule" means the Software Schedule which has been executed by Blackboard and Customer for which Customer seeks to have Blackboard provide ASP Services, and that is in effect during the term of this ASP Schedule.

1.10 "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 RESPONSIBILITIES.

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 ASP 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 ASP 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 ASP 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 ASP Schedule remains in effect the ASP Services provided pursuant to this ASP Schedule will (i) be available and accessible as contemplated in this ASP 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 pronouncements specified by Blackboard pursuant to Section 2.1 of this ASP 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 ASP Services to meet the technical specifications and performance parameters

- 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. Customer agrees to pay Blackboard its then standard applicable rates for such restoration services, except with respect to restoration of data that are lost or damaged as a result of Blackboard's error or a failure of the ASP service.

- 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. Blackboard will make reasonable effort to perform up to 20 hours of command-line or data related administrative tasks per year. Customer agrees to pay Blackboard its then standard applicable rates for such services.

- 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 Initial Storage and/or Initial 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. For Shared Hosting Systems, Blackboard has the right to determine when and which upgrades are performed.

2.8 Additional ASP Services. In the event that Customer desires to receive ASP 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 ASP 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 ASP Schedule, Blackboard agrees to make such additional ASP Services available to Customer for so long as this ASP 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.

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 ASP 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 ASP Services in a manner that is libelous, defamatory, obscene, infringing or illegal, or otherwise abusing the ASP Services or the resources available through the ASP Services. Customer warrants that its Authorized End Users will comply with the provisions of this ASP Schedule in all respects.

3.2 Customer Content. Customer represents and warrants 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 ASP Schedule and to grant the license granted in Section 2.2; and (ii) the Customer Content does not and shall not contain 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 stored on servers accessed by Blackboard's support or ASP personnel in the United States, and hereby authorizes such access and storage. 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. 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.

4. FEES

4.1 In consideration for provision of the ASP 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 ASP Services provided under this ASP Schedule, which fees shall be due and payable upon Agreement execution; as well as (ii) any other fees otherwise required by this ASP Schedule (for additional services, additional bandwidth, storage or additional users). In the event that Customer requests additional ASP 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 ASP Schedule shall be non-cancellable and non-refundable.

4.2 If Customer elects to pay ASP fees monthly, then Blackboard shall charge Customer an additional 5% on the total ASP fees. Blackboard reserves the right to temporarily suspend the ASP Services if Customer's account becomes more than sixty (60) days past due. Suspension of ASP Services does not 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 will 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 ASP 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 ASP 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 ASP Schedule shall be subject to applicable provisions of the Master Terms.

5. TERM

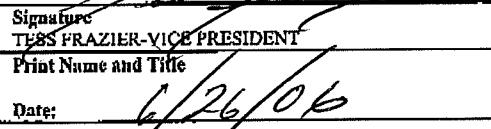
This ASP Schedule shall become effective June 26, 2006, and shall continue in effect for a period of one (1) year (the "Initial Term"), unless earlier terminated or otherwise specified in Exhibit A. Thereafter, the ASP Schedule will renew automatically upon the Renewal Date (as defined below) for successive one (1)-year periods (each, a "Renewal Term"), unless either Party provides notice of its desire not to renew not less than thirty (30) days prior to the end of the Initial Term or then-current Renewal Term, as applicable. The Renewal Date ("Renewal Date") means a period of time commencing on the first day after the conclusion of the Initial Term and continuing for a period of twelve (12) months, unless otherwise agreed upon by the Parties. Upon termination of this ASP Schedule, all licenses granted under this ASP Schedule shall immediately cease, and Customer will (i) immediately discontinue access to and/or use of the Hosted Software under this ASP Schedule; (ii) pay to Blackboard all amounts due and payable under this ASP Schedule; and (iii) return all Documentation and related training materials to Blackboard within a reasonable time at Customer's cost.

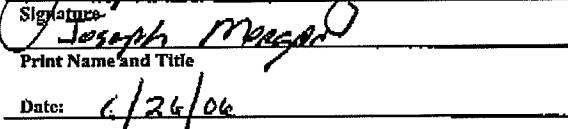
IN WITNESS WHEREOF, the parties hereto have executed this Schedule as of the date written below.

BLACKBOARD

CUSTOMER: University of Southern Mississippi

VOID IF EXECUTED AFTER JUNE 26, 2006
CUSTOMER: UNIVERSITY OF SOUTHERN MISSISSIPPI

Signature: 
Print Name and Title: TESS FRAZIER-VICE PRESIDENT
Date: 6/26/06

Signature: 
Print Name and Title: Joseph Morgan
Date: 6/26/06

**EXHIBIT A
ASP SPECIFICATIONS**

+ **Blackboard WebCT Campus Edition - Institution:**

- Set Up Fee includes service for each installation of the Software or update/upgrade requiring a revised or new hardware and/or software configuration.
- Initial Term Annual Fee includes service for up to 8,000 Users + (k-12) and 200 Gb of storage and 512 kbps of bandwidth measured using the 95th percentile calculation (as defined below) delivered via 100 mbps Internet uplink and Managed Firewall Service
- Each additional 10 GB and each additional 1 mbps of connectivity are separately charged
- Additional Service units for 7,500 additional Users*, additional 512 bandwidth and 20 GB additional storage are separately charged

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

- Initial Term is a minimum of six (6) months and renew automatically for successive 6-month terms (each, a "Renewal Term"), unless either Party provides notice of its desire not to renew not less than thirty (30) days prior to the end of the Initial-Term or 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 9 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.

+ **Secure Socket Layer – annual fee that is separately charged**

Secure Socket Layer (SSL) is an encryption protocol that prevents eavesdropping of data that passes between a web server and an end-user's browser. SSL enabled websites encrypt data before it is transmitted from the web server to the end user and from the end user to the web server. As an optional service, Blackboard offers Software-based Secure Socket Layer (SSL) to Customer for added security to Customer's data transmission. Customer must have Blackboard Learning Systems 6.1 or higher version in order to take advantage of this Service. Blackboard

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

Additional Storage and Bandwidth Annual Fees for Content System are separately charged

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

EXHIBIT B
ASP 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 ASP 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 18 hr. 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 dedicated server. 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 ASP 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 ASP 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 ASP Services shall be available. Unavailability is a condition in which there is unavailability of the Hosted Software due to hardware failure OR sustained packet loss in excess of fifty percent within the Blackboard hosting facilities for at least fifteen consecutive minutes due to a failure of Blackboard to provide ASP Services during such period; unavailability does not include packet loss or network unavailability due to scheduled maintenance, or inability of a user to connect with the ASP 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. 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 follows:

<u>Length of Unavailability</u>	<u>Service Credit</u>
1 to 4 hours of continuous unavailability below 99.7%	1 day of service fees credited (i.e., 1/30 monthly fees)
4 to 48 hours of continuous unavailability below 99.7%	2 days of services fees credited (i.e., 1/15* monthly fees)
48 to 96 hours of continuous unavailability below 99.7%	5 days of service fees credited (i.e., 1/6 * monthly fees)

*Each block of 96 hours of continuous unavailability thereafter shall be credited 5 days of service fees.

*All Service Credit shall be applied to the next period's ASP fees.

Backup and Disaster Recovery:

Blackboard provides comprehensive redundant backups which are stored online and at a separate facility. 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 ASP 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 ASP 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 focusing on the technical aspect of remote access network services. The reports provide information to help in the continual improvement of the design and operation of the network. This includes information such as port availability, connection quality, usage profiles, and throughput. Upon request by Customer, Blackboard will provide Customer with monthly reports including information on ASP 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 client 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 ASP environment to the Blackboard Network Operations Center (NOC), to assist Blackboard system administrators proactively monitoring the ASP 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 incremental and weekly full backups with a retention period of 1 month. Standard tape rotation is performed on a weekly basis with secure offsite storage.
- Blackboard collects bandwidth usage and web hit statistics on all client-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:

- The data center is designed to maintain a constant temperature of 68 1/2°F, plus or minus 2 1/2°F, 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 RESPONSIBILITIES. 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 clients 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 in accordance with the American Registry for Internet Numbers (ARIN) guidelines for Internet Numbers and applicable agencies.

BUILDING BLOCKS POLICY/ WEBCT POWERLINKS. If Customer has implemented the Blackboard Software prior to purchasing ASP Services or plans to implement a Building Block or WebCT Powerlink, Blackboard recommends the following steps before installing a Building Block or WebCT Powerlink on a production system: 1) apply and thoroughly test all Building Blocks or WebCT Powerlinks in Customer's test/development environment prior to implementing the Building Block or WebCT Powerlink 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 WebCT Powerlink or check the Building Blocks or WebCT Powerlink 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, ASP Service Support will work with Customer to troubleshoot the problem. If ASP Service Support isolates the problem as related to one or several Building Blocks or WebCT Powerlink, ASP may need to disable the Building Block or WebCT Powerlink to further troubleshoot the issue or to restore overall service.

Po 1050420

VOID IF EXECUTED AFTER: SEPTEMBER 14, 2007

Customer: University of Southern Mississippi



Blackboard

AMENDMENT

**TO THE UNIVERSITY OF SOUTHERN MISSISSIPPI BLACKBOARD SOFTWARE AND SERVICES AGREEMENT
DATED JUNE 26, 2006 BETWEEN BLACKBOARD INC. AND THE UNIVERSITY OF SOUTHERN MISSISSIPPI**

This Amendment to the Software and Services Agreement dated June 26, 2006 ("Agreement") between Blackboard, Inc. ("Blackboard") and the University of Southern Mississippi ("Customer") is made as of 9-4, 2007.

The purpose of this amendment is to modify the existing Agreement to include the products and services indicated below.

The parties hereby agree to the following terms and conditions:

1. Section PRICING SUMMARY is hereby modified to include the following:

Product Description	Product ID	Qty.	Units	Initial Term (12 months)	Optional Renewal Term (10 months)
STAGING ENV ASP SVC	CP/ASPSTAGING	1	YR	\$32,700	\$27,250
STAGING ENVIRONMENT ASP SETUP	CP/ASPSTAGINGSETUP	1	EA	\$5,000	
PRICE REDUCTION				<-\$5,000>	
Total				\$32,700	\$27,250

2. EXHIBIT A to ASP SCHEDULE WCT – TWO, entitled ASP SPECIFICATIONS is hereby modified to include:

+ Blackboard Staging Environment

- Initial Term is a minimum of one (1) year and renews automatically for successive 1-year terms (each, a "Renewal Term"), or as mutually agreed to by the Parties, 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.
- Setup Fee includes installation of Test Copy Hosted Software on computer servers and systems in Blackboard's production environment.
- Initial Term Fee includes **20 GB** of storage and **512 kbps** of bandwidth measured using the 95th percentile calculation (as defined above) delivered via redundant Internet uplink and Managed Firewall Service. (Storage and Bandwidth should be adjusted to reflect the Schedule)
- The Staging Environment is not designed to fully replicate or clone the production environment in terms of physical infrastructure.
- Per Customer request, ASP will provide up to four (4) clones of the Customer production data per year. Up to 500GB of storage can be used for a period of up to six (6) months of the year. This cloned data will not be backed up.
- The Staging Environment is designed for Customer to test and approve new update/upgrade software and changes in software configuration before implementing such software in a production environment. It may not be used for production purposes.

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT

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

BLACKBOARD

Signature
TESS FRAZIER – VICE PRESIDENT

Print Name and Title

Date:

Customer: University of Southern Mississippi

Signature
Homer Coffman, CTO

Print Name and Title

Date: 9-4-07

PO 1058152

VOID IF EXECUTED AFTER: SEPTEMBER 30, 2008

Customer: University of Southern Mississippi



Blackboard

AMENDMENT

TO THE UNIVERSITY OF SOUTHERN MISSISSIPPI BLACKBOARD SOFTWARE AND SERVICES AGREEMENT DATED JUNE 26, 2006 BETWEEN BLACKBOARD INC. AND THE UNIVERSITY OF SOUTHERN MISSISSIPPI

This Amendment to the Software and Services Agreement dated June 26, 2006 ("Agreement") between Blackboard, Inc. ("Blackboard") and the University of Southern Mississippi ("Customer") is made as of the last signature date indicated below.

The purpose of this amendment is to modify the existing Agreement to include the products and services indicated below.

The parties hereby agree to the following terms and conditions:

1. Section PRICING SUMMARY is hereby modified to include the following:

Product Description	Product ID	Qty.	Units	Initial Term (12 months)
ASP ADD STORAGE 500GB ¹	AS-ASPADST-08	1	YR	\$30,000
PRICE REDUCTION				<\$3,000>
Total				\$27,000

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT.

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

BLACKBOARD

Customer: University of Southern Mississippi

Signature

TESS FRAZIER VICE PRESIDENT

Print Name and Title

Date:

9/2/08

Signature

mike Herndon, Director of Procurement

Print Name and Title

Date:

093008

¹ For purposes of clarification, upon execution of this Amendment, the parties acknowledge that Customer's Managed Hosting Storage level shall be 700 GB.



Blackboard®

Blackboard Consulting Services

Statement of Work ("SOW") Addendum - Project Change Request

Addendum to SOW between the parties dated 3/2/2009

TO BE COMPLETED BY OR ON BEHALF OF THE CLIENT:

Institution/Client Name:

University of Southern Mississippi

Request Date:

4/3/09

Requestor's Name:

Dr. Robert Lyman, Provost

Functional Description of Request:

USM has requested the addition of a 5th work stream to be added to the existing contract for Assessment and Planning services. This 5th work stream will be focused on the assessment and planning for a marketing and branding initiative to complement the previously contracted work streams of program assessment, quality assessment, scheduling review and financial model. Attached is a scope of the marketing and branding work stream. This work stream will be managed under the same project structure as the original contract. This Project Change Request (PCR) is the authorization to add this to the overall project. Blackboard agrees that payment for this work stream will be deferred until July of 2009.

Requested Start Date of Work:

April 2009

Signer Name**:

 04-16-09
Mike Herndon, USM Director of Procurement

**Signer represents and warrants that he/she is a "duly authorized representative" as outlined in Section 1.3 of the Professional Services Agreement between the parties. The Signer may send their approval via email with the attached completed CR to their Blackboard Project Manager.

BLACKBOARD CONSULTING USE ONLY:

Project Number:

USM Strategic Consulting (20044767_0)

SOW Short Description:

University of Southern Mississippi- Custom Consult

SOW Date:

3/2/2009

Project Manager:

Scott Ready, Senior Manager


Tess Frazier, Vice President
4/16/09

The project schedule, level of effort and associated costs specified in this document are estimates only. Unforeseen or requested changes in requirements, technology, scheduling and resources may cause these to change. Actual billing will reflect total hours performed by each consultant and their associated bill rate.



Blackboard

Blackboard Consulting Services

Statement of Work ("SOW") Addendum - Project Change Request

Addendum to SOW between the parties dated 3/2/2009

Category:

Please use separate forms for each project change request.
Select only ONE category.

A New Requirements – Increase Contract Value

Any additional scope or requirement not previously planned as part of the initial engagement.

B Modification of Requirements – Increase Contract Value

Any LOE or requirements change to the existing scope of the engagement

C Modification of Requirements – Zero Impact Contract Value

A requirements swap in scope of the engagement with no monetary effect to project

D Modification of Requirements – Decrease in Contract Value

Reduction of LOE or scope of the engagement

Identify any risks or impacts to the project (required for category C and D):

N/A

Technical Specifications Detail:

See page 2 and 3.

Project Estimates:

Original

Project	Original Budget	Utilization/Used	Remaining Budget
USM Strategic Consulting (20044767_0)	\$ 149,595	\$ 0	\$ 149,595
Total	\$ 149,595	\$ 0	\$ 149,595

Revised

Project	Original Budget	Utilization/Used	Remaining Budget
USM Strategic Consulting (20044767_0)	\$ 149,595	\$ 0	\$ 149,595
PCR for Marketing and Branding (added to the above project)	\$ 20,000	\$ 0	\$ 20,000
Total	\$ 169,595	\$ 0	\$ 169,595

Reviewer

Date of Review

Tom Clarke; VP, North America Higher Education

4/3/09

Opportunity Name / Order ID

Date of Entry

Enter all Product Codes and any special provisions for the quote.

The project schedule, level of effort and associated costs specified in this document are estimates only. Unforeseen or requested changes in requirements, technology, scheduling and resources may cause these to change. Actual billing will reflect total hours performed by each consultant and their associated bill rate.



Blackboard

Blackboard Consulting Services

Statement of Work ("SOW") Addendum - Project Change Request

Addendum to SOW between the parties dated 3/2/2009

Introduction

As part of the initiative that is currently underway between the University of Southern Mississippi (USM) and Blackboard, Inc. there has been a request to define and deliver a work stream specifically focused on building a solid brand for the USM online student learning experience and creating a compelling marketing presence to engage, educate and ultimately increase overall enrollment, graduation and retention rates.

In order to contribute to the continuity of the overall effort, the activities for this work stream will fold into the current schedule, and be delivered in conjunction with critical project milestones. This effort will consist of the following:

Phase 1: Discovery & Plan

Our goal is to complete a thorough review of the USM brand by gaining a supreme understanding of USM's values, mission and overall strategic objectives. This review will also encompass a review of the current marketing practices and the technology that supports this critical function in support of USM's online learning environment.

- **Audience Segmentation** – Perform small focus groups with appropriate faculty and student services staff to prove presumed student situation is credible and actionable.
 - Prepare audience profiles that relate to the goals and objectives of USM, this includes:
 - Audience need and motivation(s)
 - Unique benefit for each audience
 - Identify key influencer
 - Ensure that these audience profiles are easily transfigured into actionable communications tracks for online e-marketing campaigns and other such supporting activities.
- **Marketing & Communications Audit** – Perform a communication audit on all existing online programs to identify what communication tactics and messaging is currently being utilized and the overall state of market presence these programs have compared to competitive products. *Need to identify current situation for both students and faculty.*
 - Project team will assess the effectiveness of the current technologies are being used to support the current communications
 - Once complete, project team will identify key areas of communication (i.e. Messaging, Delivery Method, Delivery Timing, Placement) as it relates to the target audience's key areas of satisfaction

The project schedule, level of effort and associated costs specified in this document are estimates only. Unforeseen or requested changes in requirements, technology, scheduling and resources may cause these to change. Actual billing will reflect total hours performed by each consultant and their associated bill rate.



Blackboard

Blackboard Consulting Services

Statement of Work ("SOW") Addendum - Project Change Request

Addendum to SOW between the parties dated 3/2/2009

Provide Recommendations to USM

Building on the findings and insights from the discovery activities, compile findings into a mutually agreed upon, dynamic, strategic marketing plan that focuses on student enrollment and retention. This holistic marketing plan will include the following:

- **Strategic Marketing** - Finalization of strategic communication plan that could contain the following:
 - Plan for communicating to prospective and current students and faculty groups for Fall 2009 launch
 - Concept ideation for the overall online course campaign
 - Visual language and tone and manner for campaign
- **Technology and Process Recommendations** - Ensure recommended tactics integrate and work within a system to support the enrollment and retention of the students within online programs.
 - Recommend new processes and/or systems based on strategic and tactical recommendations
 - Ensure that the technical solution will support the audience segmentation, provide metrics, and meet critical reporting objectives
 - Team will propose a strategy for integrating the marketing & communication solutions to the actual programs and courses that are recommended by Blackboard.
- **Presentation to Executive leadership**
 - Facilitate discussion, provide options/recommendations and agree on the specifics of the implementation

The project schedule, level of effort and associated costs specified in this document are estimates only. Unforeseen or requested changes in requirements, technology, scheduling and resources may cause these to change. Actual billing will reflect total hours performed by each consultant and their associated bill rate.



Blackboard

Blackboard Consulting Services

Statement of Work ("SOW") Addendum - Project Change Request
 Addendum to SOW between the parties dated March 2, 2009

TO BE COMPLETED BY OR ON BEHALF OF THE CLIENT:

Institution / Client Name	<u>The University of Southern Mississippi</u>
Project Change Request Date	<u>June 15, 2009</u>
Requestor's Name	<u>Sheri Rawls</u>
Requested Start Date / Work	<u>June 22, 2009</u>
Signer Name**	<u>Dr. Robert Lyman</u>

Functional Description of the Request:

Extension of Online Initiative Phase I, to include Program Development responsibilities as follows:

- Program Development**
- Develop the Basic Technology Literacy Exam (BTLE) for online delivery, providing the opportunity for individuals interested in the Teacher Assistant Program to obtain their Gold Card requirements remotely
 - Develop a plan for courses in the areas of Endorsement to be offered online. By developing these courses, including the development of Math 309 and Math 310 as online courses, the requirements of a complete online Teacher Assistant Program will be met

Course Scheduling

- Coordinate with the several University departments involved with scheduling to develop an accurate, efficient, and student user-friendly process for the Teacher Assistant program.
- Work with departmental, marketing, and web design staff to add needed program information to the Teacher Assistant Program website

Project Management

- Provide incremental project management to support the effort

** Signer represents and warrants that he/she is a "fully authorized representative" as outlined in Section 1.3 of the Professional Services Agreement between the parties. The Signer may send their approval via email with the attached completed CR to their Blackboard Project Manager.

TO BE COMPLETED BY BLACKBOARD CONSULTING ONLY:

Project ID	<u>20044767_0</u>
Project Name	<u>USM Strategic Consulting (20044767_0)</u>
SOW Short Description	<u>Phase I</u>
Project Manager	<u>Scott A. Ready</u>

Type of Project Change Select only ONE category

- New Requirements - Increase in Contract Value**: any additional scope or requirement(s) not previously planned as part of the initial engagement. Must complete section 1A
- Modification of Requirements - Increase Contract Value**: change to existing or addition of new requirement(s) resulting in an increase to LOE/Contract Value. Must complete section B
- New Requirements - Zero Impact to Contract Value**: requirement(s) swap w/ the scope of the engagement w/ no monetary impact to the project. Must complete section C
- Modification of Requirements - Decrease in Contract Value**: reduction or modification to the scope of the original engagement resulting in less LOE. Must complete section D
- Project Cancellation**: entire engagement to be cancelled. No work performed under the scope of the SOW. Must complete section E

The project schedule, level of effort, and associated costs specified in this document are estimates only. Unforeseen or requested changes in requirements, technology, scheduling and resources may cause these to change. Actual billing will reflect total hours performed by each consultant and their associated bill rate.



Blackboard

Blackboard Consulting Services
Statement of Work ("SOW") Addendum - Project Change Request
Addendum to SOW between the parties dated March 2, 2009

All fields are MANDATORY for each section

Section A: New Requirement(s) – Increase in Contract Value

New Requirements / Additional Scope	<p>Program Development</p> <ul style="list-style-type: none"> - Develop the Basic Technology Literacy Exam (BTLE) for online delivery, providing the opportunity for individuals interested in the Teacher Assistant Program to obtain their Gold Card requirements remotely - Develop a plan for courses in the areas of Endorsement to be offered online. By developing these courses, including the development of Math 309 and Math 310 as online courses, the requirements of a complete online Teacher Assistant Program will be met <p>Course Scheduling</p> <ul style="list-style-type: none"> - Coordinate with the several University departments involved with scheduling to develop an accurate, efficient, and student user-friendly process for the Teacher Assistant program - Work with departmental, marketing, and web design staff to add needed program information to the Teacher Assistant Program website <p>Project Management</p> <ul style="list-style-type: none"> - Provide incremental project management to support the effort
Artifacts	<ul style="list-style-type: none"> - Online BTLE course - Plan for Endorsement courses - Course Schedule for Teacher Assistant program courses for Fall 2009
Impact to ICM	none
Opportunity Name / ID	
Opportunity Entry Date	
Product Codes and Special Provisions for the Quote	AS-PLANSTRAT
Project Budget Handling	<input type="checkbox"/> Additional funding managed separately <input checked="" type="checkbox"/> Funding added to existing Project

Section B: Modified Requirement(s) – Increase in Contract Value

Modified Requirement(s)	
Impact to LOE	
Overall Project Risks / Impact including Technical Specs	
Impact to ICM	
Opportunity Name / ID	
Opportunity Entry Date	
Product Codes and Special Provisions for the Quote	
Project Budget Handling	<input type="checkbox"/> Additional funding managed separately <input type="checkbox"/> Funding added to existing Project

Section C: New Requirement(s) – Zero Impact to Project Value

The project schedule, level of effort and associated costs specified in this document are estimates only. Unforeseen or requested changes in requirements, technology, scheduling and resources may cause these to change. Actual billing will reflect total hours performed by each consultant and their associated bill rate.



Blackboard

Blackboard Consulting Services
Statement of Work ("SOW") Addendum - Project Change Request
Addendum to SOW between the parties dated March 23, 2009

Requirements Removed –
 Include impact to tech specs
 and LOE

Requirements Added – Include
 Impact to tech specs and LOE

Overall Project Risks / Impacts

Impact to ICM

Section D: Modified Requirement(s) – Decrease in Project Value

Requirements Removed – Include
 Impact to tech specs and LOE

Overall Project Risks / Impacts

Impact to ICM

Section E: Project Cancellation

Detailed Explanation

Cancellation invoice needed?

Yes No

ICM project to be credited?

Yes No

ICM Project ID

ICM Product Code ID

Project Estimates

	Project Fee	Year 1 ICM Fee
Original SOW Amount :	\$149,593	\$ -
Total Previous PCR(s) :	\$20,000	\$ -
Impact of this PCR :	\$55,000	\$ -
Revised Estimated Project Value :	\$224,593	\$ -

The project schedule, level of effort and associated costs specified in this document are estimates only. Unforeseen or requested changes in requirements, technology, scheduling and resources may cause these to change. Actual billing will reflect total hours performed by each consultant and their associated bill rate.



Blackboard

Blackboard Consulting Services
Statement of Work ("SOW") Addendum - Project Change Request
Addendum to SOW between the parties dated March 2, 2009

Approvals

Director / VP Name	Andrew T. King
Director / VP Approval Date	June 15, 2009

Accepted and Agreed:

The University of Southern Mississippi

By:

(authorized signature)

Name:

Mike Herndon

Title:

Dir. of Procurement

Date:

6/19/09

Blackboard

By:

(authorized signature)

Name:

Tess Frazier

Title:

VP of Contracts

Date:

6/19/09

The project schedule, level of effort and associated costs specified in this document are estimates only. Unforeseen or requested changes in requirements, technology, scheduling and resources may cause these to change. Actual billing will reflect total hours performed by each consultant and their associated bill rate.



Blackboard

BLACKBOARD PROFESSIONAL SERVICES AGREEMENT

This Blackboard Professional Services Agreement ("PSA") by and between Blackboard Inc. ("Blackboard") and University of Southern Mississippi ("Customer") is effective as of _____, 200 ____ ("PSA Effective Date").

TERMS AND CONDITIONS

1. PROFESSIONAL SERVICES.

1.1 Professional Services. Blackboard shall use commercially reasonable efforts to perform the Professional Services as set forth in an SOW. Blackboard shall perform the Professional Services in a professional manner in accordance with industry standards.

1.2 Issuance of SOW and Modifications. Customer may, at any time during the term of this PSA, request that Blackboard perform (a) provide it with new Professional Services or (b) modify the provision of Professional Services contained in any pre-existing SOW(s) (either (a) or (b) the "Proposed Professional Services") by delivering to Blackboard a written request describing the Proposed Professional Services. Blackboard may prepare an additional SOW or modified SOW as an addendum to this PSA upon receipt of a request for Proposed Professional Services, describing the services requested, its proposed fees, costs and expenses payable by the Customer to Blackboard in connection with the performance of such services and any other terms and conditions as Blackboard reasonably deems necessary. Customer, within five (5) business days after receipt of the proposed SOW, shall notify Blackboard of its acceptance of such addendum in which case the parties shall enter into a binding SOW. Until Blackboard's acceptance, Blackboard shall have no obligation to perform the Proposed Professional Services. Additional SOWs, regardless of whether they relate to the same subject matter as the initial SOW(s), shall become effective upon execution by authorized representatives of both parties.

1.3. Execution of SOWs. Each SOW (including agreed modifications to pre-existing SOWs) must be signed by a duly authorized representative of each party or must be approved by a duly authorized representative of each party in an electronic mail which clearly identifies the SOW in respect of which approval is being given before it becomes part of this PSA and thereby becomes binding on the parties.

2. PERSONNEL.

2.1 Suitability. Blackboard shall assign employees and subcontractors with qualifications suitable for the work described in a SOW. Blackboard may replace or change employees and subcontractors in its sole discretion with other suitably qualified employees or subcontractors.

2.2 Security. While on Customer's premises, Blackboard's employees and subcontractors will comply with all reasonable security practices and procedures generally prescribed by Customer to the extent that such practices and procedures have been notified to Blackboard in writing in advance. Blackboard's employees and subcontractors will not be required to sign any waivers, releases or other documents relating to ownership of intellectual property or changes, modifications, amendments or waivers to any previously agreed to contract provision in order to gain access to Customer's premises in connection with the Professional Services and any such waivers, releases, or other documents shall be invalid and shall have no effect.

2.3 Nonsolicitation. Throughout the term of this PSA, and for a period of 12 months thereafter, Customer agrees not to solicit or retain the services of any person who is an employee of Blackboard and who was engaged in rendering Professional Services. The parties agree that the restrictions set forth in this Section 2.3 shall not apply to solicitations directed at the public in general or to the retention of the services of an individual as a consequence of that individual responding to such a public solicitation.

3. FEES AND PAYMENT.

3.1 Payment. Unless otherwise stated in a Statement of Work, Blackboard will bill clients monthly for Professional Services, as delivered. Unless otherwise stated in a SOW, payment for performance of Professional Services is due when and as performance is rendered. Customer will promptly pay Blackboard upon receipt of the applicable invoice. Invoices not paid within forty-five (45) days of the date of issue will accrue interest at the rate of one and one-half percent (1.5%) per month (prorated for partial periods) or the maximum rate permitted by applicable law, if less.

3.2 Expenses. Customer will reimburse Blackboard for (i) reasonable travel and living expenses incurred by Blackboard's employees and subcontractors for travel from Blackboard's offices in connection with the performance of the Professional Services, (ii) international telephone charges (if applicable), and (iii) any other expenses contemplated in the applicable SOW. Except as provided above, each party will be responsible for its own expenses incurred in rendering performance under this PSA and each applicable SOW, including, without limitation, the cost of facilities, work space, computers and computer time, development tools and platforms, utilities management, personnel and supplies. Blackboard does not maintain or provide original receipts for any expense line items under \$500.

3.3 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 performance of Professional Services by Blackboard. All payments due under this PSA 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 PSA, 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.

3.4 Records. Blackboard will keep reasonable books of account in support of charges under this PSA. All such records will be open for review or audit by Customer at reasonable times and upon reasonable notice solely to support charges based on expenses, for time or materials or similar invoice items. An audit of such records may be made only at Customer's expense, no more than once a year, by an independent firm of accountants as may be reasonably acceptable to Blackboard.

4. PROPRIETARY RIGHTS.

4.1 Ownership of Customer Property. As between Customer and Blackboard, Customer Property, together with all Derivative Works therefrom, are and shall, subject to the provisions of Section 4.5 below, remain the sole and exclusive property of Customer, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights therein.

4.2 Ownership of Blackboard Property and Software. As between Customer and Blackboard, Blackboard Property and Software, and all other

content not deemed to be Customer Property, together with any and all Derivative Works therefrom, are and shall remain the sole and exclusive property of Blackboard or its licensors or suppliers, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto. Nothing in this PSA shall be construed to grant Customer any ownership right in Blackboard Software, Blackboard Property or any other software owned or licensed by Blackboard.

4.3 Vesting of Rights. To the extent, if any, that ownership of any of the Blackboard Property or Software does not automatically vest in Blackboard by virtue of this PSA, Customer hereby transfers and assigns to Blackboard all rights, title interest and goodwill which Customer may have in and to Blackboard Property. Without prejudice to the generality of the foregoing, in the event that ownership of any Blackboard Property vests in Customer for any reason, Customer agrees to execute all such instruments and do all such things as Blackboard may require of it to transfer or assign such ownership to Blackboard.

4.4 Non-exclusivity. Customer acknowledges that it has no rights of exclusivity as to any of the services to be provided by Blackboard under this PSA, and that Blackboard shall have the right to provide to third parties with services which are the same or similar to the services provided to Customer, and to use or otherwise exploit any Blackboard Property, Software, in providing such services.

4.5 Blackboard Use of Customer Property. During the term of this PSA, Customer shall grant and hereby grants to Blackboard, solely to perform its obligations hereunder, a non-exclusive, royalty-free license (a) to modify, arrange, combine, copy, store, transmit, distribute, and otherwise use the Customer Property and each element thereof generally and in combination with other elements of the Customer Property and the Blackboard Property, and (b) to make archive or backup copies and other copies of the Customer Property. Customer hereby grants to Blackboard an unrestricted, irrevocable (subject to a material breach), non-exclusive, perpetual, worldwide license to use the Customer Property during the Term of this PSA, for the sole purpose of performing its obligations hereunder. Nothing in this PSA shall be construed to grant Blackboard any ownership right in, or license to, the Customer Property, except as provided in this Section 4.5 of this PSA. Customer warrants that Customer has all requisite authority under applicable laws to provide Blackboard with access and license to the Customer Property as provided in this Section 4.5.

4.6 Customer Use of Blackboard Property. Blackboard hereby grants to Customer, a non-exclusive, nontransferable, worldwide, royalty-free license to use the Blackboard Property solely for the purpose of operating any Blackboard Software separately licensed for the term of the applicable software license agreement.

5. CONFIDENTIALITY.

5.1 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. The receiving party agrees that all Confidential Information furnished to the receiving party by the disclosing party shall remain the exclusive property of the disclosing party.

5.2 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.

5.3 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 onerous as those set out in this Section 5 to keep such terms confidential.

5.4 Exceptions to Confidential Treatment. Notwithstanding the foregoing, the preceding provisions of this Section 5 will not apply to Confidential 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 or 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.

6. TERM; TERMINATION.

6.1 Term. This PSA shall commence on the date of execution and shall continue unless terminated prior to expiration in accordance with Section 6.2 below.

6.2 Termination.

6.2.1 SOWs. Unless otherwise stated in the applicable SOW, the term of each SOW shall last until performance thereunder is completed, except that either party may, at its sole option and for its own convenience, terminate any or all SOWs in effect upon fifteen (15) days prior written notice. Upon such termination, the parties shall inform each other of the extent to which performance has been completed through such date, and collect and deliver all work in process. In the event of termination, the parties agree to wind up their work in a commercially reasonable manner and to preserve and deliver items of value created prior to termination. Blackboard shall be paid forthwith for all work performed and expenses incurred through the date of termination.

6.2.2 Default. Either party may terminate this PSA or a SOW upon a material or continuing breach of this PSA or such SOW by the other party by giving the breaching party thirty (30) days prior written notice of termination, stating the cause therefore, with termination becoming effective at the close of said 30-day term if the breach is not then cured to the satisfaction of the party giving notice. Without limiting the foregoing, either party may terminate this PSA immediately upon written notice to the other party in the event the other party materially breaches the provisions of Section 5.

6.2.3 Termination without cause. In the event that there are no SOWs in effect, either Party may terminate this PSA upon 30 days prior written notice to the other party.

6.2.4 Effect of Termination. In the event of termination or expiration of this PSA, Blackboard shall return all Confidential Information and materials of Customer and Customer shall return any Confidential Information and materials of Blackboard.

6.2.5 Termination for Insolvency. Without prejudice to any other available remedies, either party may terminate this PSA immediately upon written notice if (i) the other party becomes insolvent or makes an arrangement with 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.

6.2.6 Survival. The termination or expiration of this PSA 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 this PSA prior to or subsequent to such termination or expiration, except as expressly provided herein.

7. LIMITED WARRANTY; LIMITATION OF LIABILITY.

7.1 Blackboard Warranties. Blackboard represents and warrants that it has the power and authority to enter into and perform its obligations under this PSA.

7.2 Customer Warranties. Customer represents and warrants that it has the power and authority to enter into and perform its obligations under this PSA.

7.3 Disclaimer of Warranties. SUBJECT TO MISSISSIPPI STATE LAW, EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 7.1, ALL THE FOLLOWING PARAGRAPHS OF THIS SECTION 7 ARE IMPORTANT LEGAL LANGUAGE. PLEASE READ THESE PARAGRAPHS CAREFULLY AS THEY LIMIT BLACKBOARD'S LIABILITY TO CUSTOMER.

7.4 Disclaimer of Warranty. SUBJECT TO MISSISSIPPI STATE LAW, EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THIS PSA (INCLUDING THE SOW(S)):

(A) THE PROFESSIONAL SERVICES UNDER ANY SOW (INCLUDING BLACKBOARD PROPERTY) ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, BLACKBOARD AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, UNDERTAKINGS, TERMS AND OBLIGATIONS EITHER MADE EXPRESSLY OR IMPLIED BY STATUTE, COMMON LAW, TRADE USAGE, COURSE OF DEALING OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT ANY WORK CONTEMPLATED BY THIS STATEMENT OF WORK IS IN RESPECT OF DEVELOPING OR MODIFYING ANY SOFTWARE TO ENABLE A THIRD PARTY SOFTWARE APPLICATION TO INTEGRATE OR INTERFACE WITH BLACKBOARD SOFTWARE, CUSTOMER ACKNOWLEDGES AND AGREES THAT, EXCEPT TO THE EXTENT REQUIRED BY LAW, BLACKBOARD MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THIRD PARTY SOFTWARE, INCLUDING WITHOUT LIMITATION (i) ANY WARRANTY OF FITNESS FOR ANY INTENDED PURPOSE OR (ii) ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE PERFORMANCE, FUNCTIONALITY OR RELIABILITY OF THE THIRD PARTY SOFTWARE USED IN CONNECTION WITH THE SOFTWARE, NOTWITHSTANDING ANY COMMUNICATIONS OUTSIDE OF THIS AGREEMENT TO THE CONTRARY.

7.5 Limitations of Liability. SUBJECT TO MISSISSIPPI STATE LAW, CUSTOMER'S SOLE REMEDY FOR ANY DELAY OR DEFICIENCY IN PERFORMANCE OF ANY PROFESSIONAL SERVICES SHALL BE TERMINATION OF THE APPLICABLE SOW. BLACKBOARD SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS PSA OR ANY SOW OR OTHERWISE, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE), AND ANY LIABILITY UNDER THIS ARTICLE, SHALL NOT EXCEED THE AGGREGATE FEES PAID BY CUSTOMER TO BLACKBOARD UNDER THIS PSA. NEITHER BLACKBOARD NOR ITS SUBCONTRACTORS SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, OR LOST DATA) ARISING OUT OF THE PROFESSIONAL SERVICES, EVEN IF BLACKBOARD OR ITS SUBCONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING STATES THE ENTIRE LIABILITY OF BLACKBOARD WITH REGARD TO

THIS PSA AND THE PROFESSIONAL SERVICES PROVIDED PURSUANT TO THIS PSA.

7.6 Liability Not Excluded. Nothing in this Section 7 excludes or limits the liability of Blackboard or its licensors or suppliers to the Customer for death or personal injury caused by the negligence of Blackboard, its licensors or its suppliers or any other liability which cannot be excluded by law.

7.7 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 PSA, and that, absent any of such disclaimers, exclusions or limitations of liability, the terms of this PSA, including, without limitation, the economic terms, would be substantially different.

8. MISCELLANEOUS MATTERS

8.1 Severability. Should any term or provision of this PSA 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 PSA), and the remainder of this PSA (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.

8.2 Conflict Resolution. Except with respect to controversies or claims regarding either party's confidential information or proprietary rights under this PSA, in the event any controversy or claim arises in connection with any provision of this PSA, 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 of 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 8.2 will be construed to limit either party's rights under Sections 6 and 8.7.

8.3 Governing Law. This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of Mississippi 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.

8.4 Modifications and Waiver. Subject to the provisions of Section 1.3 above, no modification, amendment, supplement, or other change to this PSA will be effective unless set forth in writing and signed by duly authorized representatives of Blackboard and Customer. No waivers under this PSA 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 PSA, 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.

8.5 Assignment by Customer. No right or obligation of Customer under this PSA may be assigned, delegated or otherwise transferred, whether by agreement, operation of law or otherwise, without the express prior written consent of Blackboard, and any attempt to assign, delegate or otherwise transfer any of Customer's rights or obligations hereunder, without such consent, shall be void.

8.6 Successors and Assigns. Subject to the provisions of Section 8.5 above, this PSA shall bind each party and its permitted successors and assigns.

8.7 Remedies. The Parties agree that any breach of this PSA may 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 PSA, in addition to other remedies available to the Parties. All rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently and shall not be deemed exclusive except as provided in Sections 6 and 7.

8.8 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.

8.9 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.

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

8.11 Entire Agreement. This PSA including SOW(s), constitutes the entire, full and complete agreement between the Parties concerning the subject matter of this PSA and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties, and this PSA prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the Parties relating to its subject matter. 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 PSA are set forth in this PSA. Notwithstanding the foregoing, nothing in this PSA shall exclude or restrict the liability of either party arising out of fraud or fraudulent misrepresentation.

8.12 Order of Precedence. In the event a conflict arises between these terms in this PSA and the provisions of any Statement of Work, the PSA will govern unless the relevant Statement of Work expressly provides otherwise. No term or provision set forth or cross-referenced in any work order, 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 work or purchase order or payment documentation will not be binding upon either Party. This PSA, and any Statement of Work, 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. DEFINITIONS.

9.1 "Affiliate" means any subsidiary, holding company and/or subsidiaries of such holding company as they may change from time to time, "subsidiary" and "holding company" having for these purposes the meaning ascribed to them in Sections 736 and 736A of the Companies Act 1985, as amended.

9.2 "Blackboard" means Blackboard Inc., a Delaware corporation having a principal place of business at 650 Massachusetts Avenue, NW, 1st floor, Washington, DC 20001.

9.3 "Blackboard Property" means all materials, including, but not limited to any computer software (in object code and source code form,

and including, without limitation, all interfaces), script, programming code, data, database schema, web use statistics, information or HTML script, design elements, formulas, documentation, templates, formatting, CGIs, Java scripts, PL/SQL coding, other applications, content, software or other technology made, conceived, developed or provided by Blackboard or its suppliers under this PSA and any trade secrets, know-how, methodologies and processes related to Blackboard's products or services, all of which shall remain the sole and exclusive property of Blackboard or its suppliers, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto.

9.4 "Confidential Information" means any non-public information disclosed by either Party to the other, 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, 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.

9.5 "Derivative Work" means a work that is based upon one or more preexisting works, that, if prepared without authorization of the owner of the copyright in such preexisting work, would constitute a copyright infringement. For purposes hereof, a Derivative Work shall also include any compilation that incorporates such a preexisting work.

9.6 "Customer Property" means all graphic user interface, text, images, music, designs, products, computer programs, drawings, content, end user information, documentation, notes, development aids, technical documentation, information and other materials provided by Customer to Blackboard for use in connection with the performance of Professional Services and operation of the Software and Blackboard Property, all of which shall remain the sole and exclusive property of Customer, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto.

9.7 "Materials" means all memoranda, notes, records, drawings, manuals, disks, or other documents and media (including all copies, extracts, and summaries thereof) of a party.

9.8 "Professional Services" means those professional services described in each applicable SOW.

9.9 "SOW" means a written statement of work or other instrument in the form attached hereto as an addendum.

IN WITNESS WHEREOF, the parties hereto have executed this Professional Services Agreement as of the date first written above.

BLACKBOARD



Signature

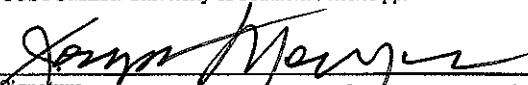
TESS FRAZIER-VICE PRESIDENT

Print Name and Title

Date:


8/10/09

CUSTOMER: University of Southern Mississippi

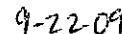


Signature

Joseph Morgan Chief Financial Officer

Print Name and Title

Date:


9-22-09

**EXHIBIT TO
BLACKBOARD PROFESSIONAL SERVICES AGREEMENT**

STATEMENT OF WORK A

This Work Statement is a preliminary expectation of both Blackboard and University of Southern Mississippi ("Customer") of the services that may need to be performed. As such it may be modified by a writing approved by the designated project managers of each Blackboard and Customer. The work described below is intended to be performed on a time and materials basis.

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

Engagement Summary

The University of Southern Mississippi (USM) has an opportunity to increase student retention and graduation rates by offering more fully online degree programs and improving online student satisfaction. USM and Blackboard have partnered to identify opportunities in this area, recommend solutions for addressing these opportunities, and jointly implement related improvements to business processes and course delivery methods and systems. USM contracted with Blackboard Global Services to perform planning and assessment services (Phase I) to determine the feasibility of implementing industry effective practices for online learning at USM, and to develop a model that would support the University in reaching these goals.

Phase I focused on identifying an initial program for fall 2009 release that would serve as a foundational example of what could be accomplished by taking a more systematic approach to online learning. The Teacher Assistant program was selected from a number of candidate programs for fall 2009 implementation based upon selection criteria established by the project leadership team. We then conducted a detailed review of the program, courses, and supporting infrastructure. The review included an evaluation of course design relative to industry accepted design rubrics, an assessment of marketing capabilities for online learning, a review of scheduling business processes that support online learning, and an initial financial model to demonstrate self sustainability of online learning at USM.

The project team provided recommendations both for the Teacher Assistant program and for online programs in the University more generally. Analysis was conducted and recommendations were provided in the following areas:

1. Program development
2. Course development
3. Course Scheduling
4. Training/support
5. Marketing
6. Financial measurement and sustainment

Phase II refocuses these work streams on the re-launch of the Teacher Assistant Program for fall 2009, and the selection and implementation for launch (or re-launch) of 2 additional fully-online programs for spring 2010. Blackboard here proposes continuing services needed for the completion of Phase II.

Approach

Blackboard will continue to leverage our Lifecycle project framework for Phase II. Phase II activities will consist of *Program Development and Deployment* activities for the Teacher Assistant Program and *Planning, Development and Deployment* activities for the spring 2010 programs.



Blackboard will continue to provide project management and leadership. Project management is a critical component of success as it provides leadership and communication across the project team, and coordination between activities and sub-teams. The assigned project manager will continue to oversee the established project management office, align work processes and schedules to meet project objectives, and provide the principle point of interface with Blackboard for the lifecycle of the engagement. For Phase II the project manager will work with USM to establish project governance, identify risks and develop mitigation strategies, and establish quality assurance standards and procedures. The structure of reporting and status updates will be established with both weekly status meetings as well as bi-monthly management status meetings.

In addition to the Project Manager, Blackboard executives will continue to provide oversight as part of the delivery team to provide quality assurance and executive visibility and engagement. Appropriate executives will attend major status meetings throughout the lifecycle of the project.

Blackboard's proven approach is fluid - there will be smooth transitions from one work stream to another and from one phase to another. At times, multiple sub-teams will be engaged at the same time to increase efficiency and achieve project milestones. The Blackboard project manager will coordinate these efforts and will take corrective action as necessary to keep the project on-track.

Phase II Overview

Phase II

Phase II builds on the planning and assessment activities conducted in Phase I. A key deliverable for Phase II will be the development of a detailed work plan to guide the project activities through the January 2010 deployment of the spring 2010 programs.

The major components of Phase II are the following:

1. **Implementation of the Teacher Assistant Program for Fall 2009** – Development and deployment of the TA program for fall release. This component is already in process and is defined in existing contracts.
2. **Planning and Assessment for Spring 2010 Programs** – Review of 10-12 candidate programs to select 2 programs development and deployment for spring 2010 release. Development of implementation plan.
3. **Implementation of 2 Spring 2010 Programs** – Development and deployment of the selected programs for January 2010.

In addition, we propose smaller, targeted projects to facilitate improvements in specific areas :

4. **Business Process Improvement** – Next-level analysis and recommendations for improvement of the Course Scheduling process.
5. **Financial Model** – Development of a next-level financial model to include refinement and validation of the baseline financial picture for online learning, and recommended steps to implement tracking and reporting for revenue and costs.

Finally, there are activities that span the entire project:

6. **Change Management** – Identification and impact assessment for stakeholders in the online initiative, development of sponsorship plan, development of communication strategy and plan.
7. **Project Management** – Project Management, coordination and oversight for all project work streams. Responsible managing, scope, schedule, budget, risks, issues, and status reporting.

Support beyond Phase II

It is our goal in Phase II to speed the transition of Blackboard's responsibilities for analysis, implementation and ongoing management of the online initiative to USM. It is expected that USM will begin to ramp up its staffing for support of online learning and online students, and will implement new business processes, in the course of Phase II so that meaningful transition can begin.

Where appropriate and as requested, it is expected that Blackboard will continue to assist USM in the achievement of its objectives for the online initiative beyond the scope of this proposal. We look forward to working with USM during the course of Phase II to formalize a plan and timetable for transition.

Scope of Services

The following sections delineate the specific tasks and work products for the Phase II components listed above.

Implementation of Teacher Assistant Program for Fall 2009

[in process and separately contracted]

Assessment and Planning for Spring 2010 Programs

Program Review

- Perform a program audit of the University's online and hybrid programs that are candidates for spring 2010 deployment and select 2 for implementation
- Identify gaps in online program offerings and match them against high-demand online programs that USM could offer as a means to increase retention and graduation rates
- Recommend online or hybrid courses that need to be developed in order to offer additional high-demand programs

Scheduling

- Evaluate the current course scheduling process as it applies to the specific programs selected

Course Design

- Conduct a review of courses for the selected spring 2010 programs
- Use the University course quality rubric or other accepted rubric to assess online course structure and design
- Assess facilitation practices to identify areas of improvement and efficiency
- Leverage the findings from the course review to make recommendations for a consistent structure and approach for online and hybrid courses.

Marketing and Branding

- Marketing analysis of additional programs and courses being offered by USM for Spring 2010 and start of strategic re-branding and planning for USM online learning community, aka, Southern Miss Online.
- New Course Audience Segmentation
 - Prepare audience profiles that relate to the goals and objectives of USM, this includes:
 - Audience need
 - Audience motivation(s)
 - Unique benefit for each audience
 - Identify key influencer
 - Ensure that these audience profiles are easily transfigured into actionable communications tracks for online e-marketing campaigns and other such supporting activities.
- Marketing & Communications Audit – complete the communication audit on the marketing support for all of the programs that will be offered online by USM. As before, this will help to identify what communication tactics and messaging is currently being utilized and the overall state of market presence these programs have compared to competitive products.
 - Project team will assess the effectiveness of the current technologies that are being used to support communications
- Overall Online Learning Communication Plan & Branding
 - Strategic Marketing Plan – Finalization of strategic communication plan that includes:
 - Recap analysis of all audience segments that will be targeted for the new online learning environment.
 - A list of tactical communication options that will best communicate to key prospective and current students and faculty groups for Spring 2010 launch
 - Media planning & consultation for the marketing of the overall USM online campus
- Technology and Process Recommendations – Recommend tactics to integrate and work within a system to support the enrollment and retention of the students within online programs.
 - Recommend new processes and/or systems based on strategic and tactical recommendations.
 - Ensure that the technical solution will support the audience segmentation, provide metrics, and meet critical reporting objectives.
 - Team will work to integrate the marketing & communication solutions to the actual programs and courses, as well as the target audience and segments.

Training and Support Needs Assessment

- Assess training and ongoing support needs of online faculty for the selected programs
- Assess current online student training and support needs
- Identify online student and faculty orientation needs
- Identify current student support resources (advising, tutoring, library, etc) available for online students
- Assess current training and technical support resources available for faculty and students at Hattiesburg and Gulf Coast campuses, as well as fully online users
- Recommend training and support resources that should be added to enhance online teaching and learning

Organizational Assessment

- Identify current university training and support staffing
- Map current organization against faculty and student needs
- Recommend optimum organizational structure to provide ongoing instructional design, technical, and instructional technology training and support

Implementation for Spring 2010

A detailed plan for the spring 2010 deployment will be prepared following Assessment and Planning for the selected programs.

Program Development

- Implement programmatic initiatives identified in the planning and assessment phase of the project

Course Development

- Build programmatic templates to provide course design continuity throughout the programs
- Transition current core courses into the new format incorporating the recommended enhancements and design features

Course Scheduling

- Implement needed changes to improve course scheduling for the identified programs

Faculty Training and Support

- Deliver product training to program faculty, focusing on specific tools incorporated into the new course template
- Deliver course facilitation training to build efficiencies in online course management
- Assist the Learning Enhancement Center (LEC) to develop needed "just-in-time" resources for online faculty and students

Organizational Structure

- Provide guidance on roles and responsibilities for added instructional support staff
- Assist in development of job descriptions, including optimum skills to consider in the hiring process

Marketing and Branding

- Positioning & Visual Language Development – Working within USM's current branding guidelines, we will provide options as to the overall look and feel of the new, re-branded Southern Miss Online site. This could include the following:
 - Creative Look and Feel
 - Positioning and Introduction Copy
 - Revamp of existing site architecture and flow
 - Navigation and overall usability analysis
- Branding Services – Provide the tools and basic “user-guide” on what the brand is for USM’s online learning environment and how it integrates into the existing USM brand charter. This will enable the University to become self-sufficient for future revisions to the site and overall materials for the online programs
- Creative Services – Development, presentation and support of (3) three creative concepts for the overall online course marketing campaign.
 - Provide extensive creative display of look and feel for each campaign choice.
 - Presentation of visual language and tone and manner of each concept.
 - Once one concept is chosen and media plan is approved, we develop campaign assets for focus group testing and conduct internal focus group testing with Staff & Faculty and external focus group testing with target audience.
- Communication Integration – Ensure recommended tactics integrate and work within USM’s existing systems to support the enrollment, and retention of the online programs.
 - Recommend new processes or systems based on tactical recommendations not currently supported by USM current structure

Course Scheduling Process Improvement

Our Business Process Improvement (BPI) approach will enable USM to enhance program performance through improved scheduling processes for the programs that are moved online as part of Phase III and subsequent phases.

Some key observations identified in Phase I included:

- Students do not rely on SOAR and website information, resulting in extensive individualized support by the faculty to assist students through the scheduling process.
- Students at the USM Gulf Coast programs reportedly register later than those more traditional students enrolled in programs
- The course scheduling process does not currently have well-defined policies and procedures that are implemented across all campuses

While USM has successfully integrated the above in the programs to date, with an increasing number of online students and programs, these challenges will become more pronounced. The BPI effort therefore needs to focus on:

- Creation of an environment in which students trust and use SOAR and website information for registration, only contacting the faculty and administration for exceptional requests.
- Having well defined and adhered to timelines for completing registration.
- Creating and communicating well-defined, consistent policies and procedures across all departments / functional groups.

To accomplish this, we propose a BPI approach consisting of three steps: process analysis, process design, and implementation and refinement. In process analysis, we will develop an understanding of the existing (“current state”) scheduling processes. This involves gathering process information about key tasks, dependencies, and opportunities for improvement – it is accomplished through interviews and facilitated sessions involving those most familiar with the processes, supplemented by existing documentation on these processes.

After we have analyzed the scheduling processes, we design the desired “future state”. This is shaped by the improvement opportunities identified, USM requirements, and supporting system capabilities. These designs will be validated and enhanced based on feedback from USM. Finally, we will develop a continuous improvement process for capturing feedback, monitoring performance, and continuing to adapt and improve.

We will leverage results of the interviews conducted in Phase I and work closely with USM process leads and owners to capture the existing processes. The key steps of our approach include:

▪ *Present State Analysis*

We will start the BPI effort by identifying scheduling processes that are impacted by moving two programs online. For each of these processes we will then proceed to:

- Interview the current process owners – We will primarily leverage data collected in interviews conducted in Phase I of the initiative. In addition to this, we will interview selected key process owners to refine / validate data previously captured.
- Update process documentation (or create it where none exists) to reflect current scheduling processes – The data collected from the interviews will be used to create process maps that each program’s scheduling lead will be asked to review and sign-off. Once they have approved the process, we will use it as the benchmark for all future stages.
- Create a high-level “current state” view for the process – This report will present an executive summary of the current state along with recommendations for near, mid, and long-term improvements. Based on the approval of this report, we will proceed with the Future State Definition.

▪ *Future State Definition*

The next stage of the BPI will involve designing a future state for the scheduling processes. This will include identifying external dependencies (e.g. community college courses that support the online program, endorsement courses that are pre-requisites to completing the online program, etc.), internal constraints (e.g. resource restrictions, support availability, etc.), and long-term vision (e.g. requirement and opportunities to extend the process to the whole college instead of focusing on a single program). Some key outputs from this stage include:

- Document future state – this report will describe how online students can schedule the courses required to complete their program with the least disruption possible
- High-level implementation roadmap – this will illustrate the recommended approach to arriving at the future state processes.

In addition to the above two steps, we will outline a continuous improvement framework to periodically analyze and update processes to ensure that administrators, staff, faculty, and students have the best possible experience from online scheduling. This continuous improvement program should be implemented after the initial BPI effort is complete.

Financial Model

In Phase I, Blackboard worked with the University to develop an initial model and *pro forma* financial analysis to support the build-out of additional fully-online programs. While the Phase I model was sufficient to support a go/no-go decision for moving forward, there remains significant opportunity for refinement from the perspectives both of revenue and of cost. To that end, Blackboard proposes to include in Phase II an activity-based analysis of costs and revenues and a refined financial model for online learning at USM. Blackboard will subcontract a team from Huron Consulting, which has deep experience in this specific service for Higher Education Customers, to assist with this portion of the work. Huron will leverage the work that Blackboard performed in Phase I to minimize effort and cost.

Confirm Project Objectives

- At the outset of this work stream, we will meet with the executive team to refine our mutual understanding of the objectives, approach, and criteria for success.
- We will develop an information request that will help create the foundation of the current financial state of online learning at USM, and establish procedures to account for and manage this program in the future.
- We will identify an interview list of leadership and other key stakeholders.

Gain General Understanding and Gather Information

- * To understand the current baseline of operations, we will need to meet with key stakeholders to understand the current state and future direction of the online learning program. In addition, we will review the current financial analysis for this program. Lastly, we will request the information required to prepare the financial model and assist in the development of the future business processes. The data will ideally include, but not be limited to:
 - Online Learning Program Financial Analysis (Current);
 - USM Financial Statements;
- Detailed electronic download of revenue and expense data;
- Documentation describing current budgeting process for academic departments
- Documentation describing current salary distribution process (e.g., Personnel Action Form serves as inputs to the payroll system);
- Academic course structures and pricing; and
- Overhead structure

Review Proposed Approach with Key Stakeholders

- * The knowledge gained in discovery as described above will allow us to create an approach to determine the current financial performance of online learning and develop the business processes to support this analysis in the future. The approach we develop will be vetted with key project stakeholders to review financial inputs and related assumptions and confirm the outputs (reports) from the financial model. In addition, we will discuss and confirm the proposed changes to business processes.

Develop a Financial Model for Online Learning

- * We will prepare the financial model using the inputs as agreed upon with USM. We will structure the model to be as user-friendly as possible as this analysis will be prepared by USM in the future. The high-level steps for this task include:
 1. Prepare Data for Cost Model
 - a. Functionally classify revenue and expenditure data; and
 - b. Prepare allocation methodologies for revenue and expense data (e.g., faculty and staff effort and salaries in support of online learning program).
 2. Build Financial Model
 - a. Create user friendly data input screen.
 3. Develop Management Reports
 - a. Current financial performance of the online learning program; and
 - b. Prepare reports for comparative scenarios.
 4. Develop High-level User Documentation

Create Business Processes to Track Online Learning Financial Performance

- * We will prepare and review with key stakeholders an inventory of proposed business process changes and high-level implementation steps to support the future tracking of the online learning program's financial performance. Some possible business process changes are as follows:
 1. The identification of faculty and staff effort and related salaries supporting the online learning program could be accomplished through:
 - a. Financial accounting system changes;
 - b. Federal effort reporting changes; and
 - c. Budgeting changes.
 2. The assignment of the institutional overhead supporting the online learning program could include the direct assignment of overhead cost (e.g., software support costs for distance learning)
 3. The determination of the revenues attributable to the online learning program could be achieved by establishing business rules for apportioning revenue between the online learning and other modes of instruction.

Develop and Deliver Presentation of Financial Model

- We will prepare a report to be delivered to USM's Senior Leadership, which will provide an overview of the approach to determine the financial performance of the online learning program and the related financial results. In addition, it will describe the proposed changes to future business processes to support this financial analysis in the future. We will work with project leadership as appropriate to refine and develop the finalized presentation.

Work Products

The following will be Blackboard's work products related to the Financial Model work stream:

- Statement of objectives
- Summary of assumptions and inputs
- Working financial model for online learning
- Summary of business process changes needed and high-level implementation plan to enable budgeting and measurement as envisioned by the model
- Steering Committee presentation of model

Change Management

Change Management Framework

Our Change Management (CM) approach builds on the foundation established in completed and ongoing work, and will engage USM faculty, staff, and administrators impacted by implementing two or two additional online programs. CM will also begin preparing project stakeholders for the task of engaging the wider USM audience keeping in mind the long-term plan of the online initiative. In this project phase the CM effort will involve:

- * *Continuing the work of the USM Change Management Team*

In Phase II of the online initiative, the USM Change Management focused on the Teachers Assistant Program. They contributed to:

- Identifying key forum for giving publicity to the Teachers Assistant (TA) program
- For the larger USM audience:
 - Engaging university leadership to communicate the program vision and goals
 - Representing their viewpoints
 - Increasing awareness of the impact the program has on them
- Identifying key business drivers impacted by moving the TA program online

In the next phase, the USM CM team will need to expand this effort and engage:

- Stakeholders involved in the two programs that are being moved online
- Any community colleges that provide courses that might support the new programs
- All USM colleges and schools that provide endorsement courses required for the program
- The larger USM audience about the:
 - Long-term vision for the online initiative
 - Immediate and long-term impact that the initiative has on them
 - Support required for the program to succeed

- * *Completing a Stakeholder Analysis*

Following the model established for the TA program, the USM CM team will complete a detailed stakeholder analysis for the two new programs that are moving online. This effort will be focused on:

- Identifying key supporters, resistors, and personnel impacted by moving the new programs online
- Having key stakeholders articulate and capture their expectation, concerns, and perceived risks from the program

The deliverables from this effort will include the following:

- *Stakeholder identification* – A listing of all impacted faculty, staff, and administrators directly impacted by the project.
- *Detailed change readiness assessment* – Stakeholders will be interviewed to understand any key concerns, attitudes, and knowledge of the online initiative.
- *Influence Map* – For each key stakeholder, the USM CM team will identify key influences and influencers.

This approach ensures that the stakeholders are identified and engaged in the change process. By engaging them early, we promote and encourage ownership of the process and interest in seeing the change succeed.

- * *Delivering an Impact Analysis*

The CM team will use the impact analysis framework defined in Phase II of the project to quantify the impact of moving two programs online on:

- The programs that are moved online (potential enrollment, change in faculty hours, etc.)
- The colleges that support the new online programs
- The colleges that provide endorsement courses to the programs moved online
- Community colleges that are providing the introductory courses for the programs moved online

The initial framework defined in Phase II of the project was focused on the TA program. By extending the framework to include the two new programs, all endorsement courses, and community college, a clearer picture of the impact on the overall online initiative will become available to USM leadership. USM can utilize this information to articulate the business case for the change to their stakeholders.

Creating a Communications Plan Framework

Using the stakeholder analysis and impact analysis as a starting point, we will create a communications plan framework. This will detail the audiences that need to be addressed and the preferred medium that should be used to address them. Using this framework, the USM CM team can create targeted messages that communicate the value and importance of the change to key stakeholders. This messaging will be important in defining the role that stakeholders play in the success of the online initiative and enables USM stakeholders to feel engaged and accountable. This reduces the period of flux and uncertainty that accompanies transformational change and helps those impacted focus on productive actions.

Benefits of Our Approach

In our experience the factors driving successful change are:

1. Setting a clear vision
2. Providing a clearly articulated success story
3. Defining the need and timing for the change
4. Analyzing and supporting the audience's capacity to change
5. Designing actionable starting steps
6. Periodic reinforcement of the above steps

The change management team will identify and communicate the vision, timing, and need for the change. In addition, the two new programs will use implementation lessons from the TA program as a set of recommended steps and extend them into a standard but customizable approach to moving programs online.

Project Management

Blackboard's Project Management work stream will provide planning, management, and leadership to deliver the project on-time, within-budget, and consistent with the project objectives. Blackboard will assign a Project Manager to this engagement. In addition to the Project Manager, project oversight will be provided by Blackboard executives as part of the delivery team to provide quality assurance and executive visibility and engagement. A Blackboard executive will attend major status meetings throughout the life of the project.

Blackboard's Project Management team will be responsible for:

- Working closely with the USM Steering Committee to establish and document project objectives and work plans
- Aligning work activity with established project objectives to facilitate delivery of appropriate work to support those objectives
- Assigning and managing Blackboard and subcontract personnel
- Providing a single point of coordination and communication with Blackboard and its subcontractors for this project
- Monitoring of project status and budget for Blackboard services, and related status reporting

Blackboard anticipates the continuing active participation of project management and executive management at USM. In Phase I we established an effective partnership wherein Blackboard and USM collaborate on project management tasks, including:

- Project communications within the University
- Scope and schedule management
- Risk management and mitigation
- Management of project issues
- Scheduling of meetings, distribution of minutes

Blackboard will deliver the following work products for the Project Management work stream:

- Detailed project plan and timeline with major milestones
- Weekly status report
- Kick-off meeting presentation
- Periodic and *ad hoc* presentations for the Steering Committee and other groups

Project Resource Requirements

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

Consulting Role	Activities and Responsibilities
Director	Executive oversight and quality management
Project Manager	Management of project tasks, schedule, resources, documentation and status reporting
Senior Strategic Consultant	Responsible for overall Bb solution oversight of all work streams
Change Management Lead	Responsible for Change Management work stream
Marketing and Branding Lead	Responsible for Marketing and Branding work stream
Recruitment/Enrollment Lead	Responsible for Recruitment/Enrollment work stream
Scheduling Lead	Responsible for scheduling work stream
Process Improvement Lead	Work stream lead for the Business Process Improvement work stream
Faculty Training Lead	Trainer for courses to be delivered to select program faculty
Financial Model Lead	Responsible for the financial model work stream
Additional Specialists	Additional subject matter specialists will be utilized throughout the project to assist core team members when specialized knowledge is needed.

Customer Responsibilities

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

In particular for this engagement, Blackboard will require a high level of participation from USM leadership and project staff with direct responsibility for oversight of the project. It is assumed that the current Steering Committee will be maintained and that a dedicated Project Manager will be assigned for the duration of the project.

Blackboard's proposed services in support of Marketing and Branding do not include the purchase of advertising. It is expected that USM will retain an advertising management company for this service, and that USM will manage the process of media buying.

Our estimate assumes that USM will take responsibility for creation of and production of brochures and hardcopy items (table covers, posters, etc.) leveraging the visual standards and selected copy created by the Blackboard team.

Professional Fees, Expenses and Terms

This fee estimate is provided on a time and materials basis. Actual fees will be billed as incurred at individual billing rates. The costs reflected in this proposal represent the best estimation of specific resources and their actual bill rates.

Blackboard Consulting will invoice the customer for the actual travel related costs incurred as part of this engagement. Blackboard Consulting will make reasonable efforts to manage travel costs to the customer without compromising project objectives.

Consulting Service Costs

Below is an estimate of activities by Phase. For purposes of costing, the Scheduling Process Improvement and Financial Modeling projects have been included in the Spring Planning and Assessment Section.

Consulting Services Phase II (AS PLAN/STRAT)	Hours	Fees
Spring 2010 Planning and Assessment	1,114	\$275,915
Process/Org Improvement	329	\$78,950
Course Design	41	\$9,869
Marketing/ Recruiting	156	\$37,501
Faculty Development	66	\$15,790

Consulting Services Phase II (AS-PLANSTRAT)	Hours	Fees
Financial Model	493	\$126,650
Change Management	16	\$3,948
Project Management	12	\$3,207
Spring 2010 Implementation	1,752	\$421,644
Process/Org Improvement	695	\$166,783
Course Design	173	\$41,449
Marketing/ Recruiting	477	\$114,478
Faculty Development	230	\$55,265
Financial Model		
Change Management	115	\$27,633
Project Management	62	\$16,037
Total Hours and Fees	2,866	\$697,560
Expense Estimate Phase II		\$71,652
Total Fees and Expense Estimate for Phase II		\$769,211

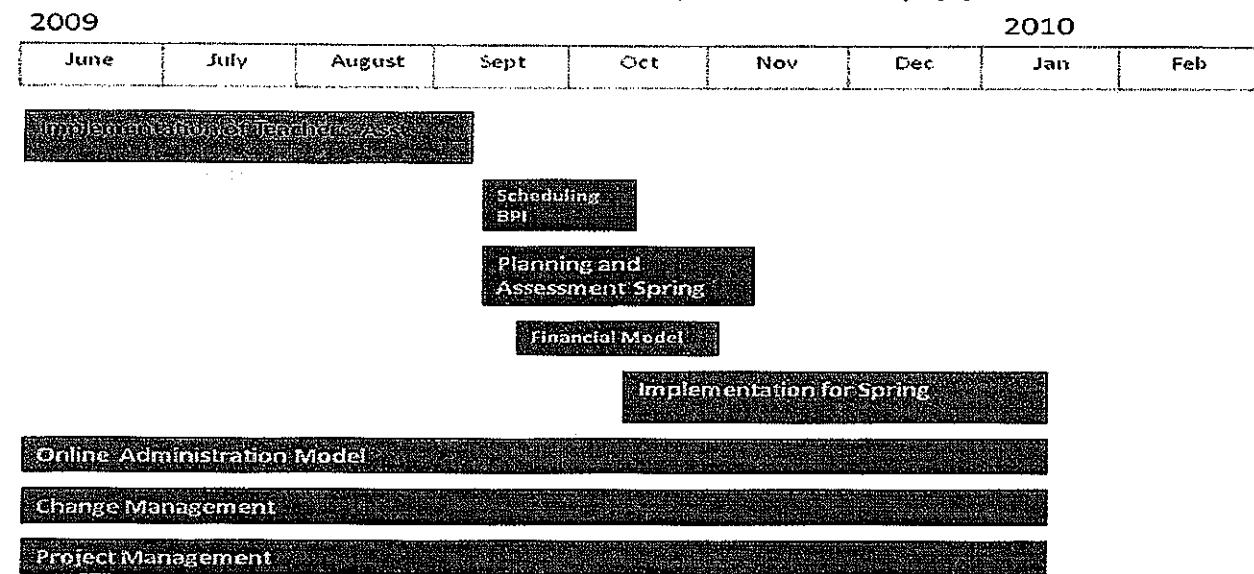
Bill Rates

Following are the billing rates for the assigned project roles. These rates reflect a significant discount on Blackboard's standard rates in light of our partnership with USM:

Designation	Rate
Director	\$280
Manager	\$240
Consultant	\$210
Analyst	\$110

Project Timeline

We include a draft timeline for the project. A detail project schedule will be developed, in concert with USM, upon project initiation.



Change Control

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

Assumptions

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

- Proposed pricing is valid for 90 days from the executed Statement of Work date for work not initiated;
- This agreement covers only the activities as described;
- Customer will provide Blackboard with access to the appropriate physical and technical environments to successfully complete the effort outlined in this document;
- Customer will complete a review of all submitted draft working products, or set of working products, in five business days unless otherwise agreed to in writing;
- The Customer shall assign a representative to be the primary point of contact for the Blackboard Project Manager. This representative shall have full authority to make all decisions regarding project scope, overall timeline, and related projects costs, as well as ensuring the necessary customer project personnel, resources, etc. are available to successful complete the project(s);
- Quality involvement and working products from the Customer are critical to the project's success. To that end, the Customer's representative shall be responsible for coordinating all meetings that involve Customer and third-party contractor staff members, working products, and information requests in a timely fashion;
- All Consulting Services related to this Project, as outlined in this document, shall be performed on a time and materials basis;
- Services are estimated and billed based upon an eight (8) hour workday per Consultant, forty (40) hour work week per Consultant. The applicable billing rate for the Consultants shall be at the rates set forth in the table above;
- All reasonable travel, meals and lodging expenses shall be billable at cost and all such expenses shall be borne solely by Customer (Blackboard acknowledges USM's *per-diem* rates for meals);
- Except as specifically noted above, fees and expenses shall be billed on a monthly basis and such bills shall be due and payable Net 45;
- The customer will bring current all outstanding invoices from previous agreements greater than thirty (30) days, prior to beginning work under this document;
- The estimates above were developed based on the estimated project duration. In the event the project exceeds the duration and crosses a new fiscal year, rate may be adjusted accordingly based on the effort expended in the new fiscal year;
- Except as otherwise stated in this Agreement with regard to the Consulting Services performed hereunder, Blackboard reserves the right to change the services it offers to its customers generally and related rates at any time; and
- If applicable, the terms and conditions in the associated Blackboard software and ASP agreements take precedence over the terms and conditions of this document.

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

BLACKBOARD

Signature
TESS FRAZIER-VICE PRESIDENT

Print Name and Title

Date:

8/20/09

CUSTOMER: University of Southern Mississippi

Signature
Joseph Morgan Chief Financial Officer

Print Name and Title

Date:

9-22-09

BLACKBOARD MOBILE SCHEDULE

This Blackboard Mobile Schedule ("Schedule") is made as of the last date indicated below, by and between Blackboard and University of Southern Mississippi ("Customer") and is an addendum to the Blackboard License And Services Agreement between Blackboard and Customer, which includes, without limitation, the Master Terms dated June 26, 2006 and other Schedules incorporated therein including any Order Forms which may be jointly executed by the parties from time to time. Capitalized terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the 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 CENTRAL SERVICE

1.1 **Service.** In consideration for the applicable fees, Blackboard shall provide the Customer with the use of the Mobile Central Service for Customer's institution. In the initial implementation of the Mobile Central Service, Blackboard will provide Customer with a build of the User Software for which Customer may select any or all of the Licensed Modules for inclusion in the User Software and at Customer's option, may include Customer's branding.

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 to distribute the User Software during the Term 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 the Mobile Central 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 Mobile Central Service shall cease and all licenses granted under this Schedule shall immediately cease, and Customer will: (i) immediately discontinue use of the Mobile Central Service; (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. Customer further agrees to reimburse Blackboard for: (i) reasonable travel and living expenses incurred by Blackboard's employees and subcontractors in connection with the performance of maintenance and support services under this Schedule and; (ii) any other expenses described in this Schedule, provided that Blackboard will receive Customer's prior approval for single expenses greater than \$250, and further provided that, upon Customer's request, Blackboard will provide reasonable documentation indicating that Blackboard incurred such expenses. 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.** The Mobile Central Service is 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.

1.7 **Additional Services.** In the event that Customer desires additional products or services relating to the Mobile Central Service 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 Mobile Central Service may contain Third Party Software and Blackboard reserves the right to modify the Mobile Central Service 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 Mobile Central Service, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the Mobile Central Service 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 Mobile Central Service for any purpose in Blackboard's sole discretion. Blackboard shall have the right to use Customer's icon and screenshots from Customer's Mobile Central Service 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 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 Mobile Central 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 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 Mobile Central Service; and (iv) Customer has notified Blackboard in writing of any failure of the Mobile Central Service to conform to the foregoing warranty within the warranty period. The foregoing shall not apply to any portion of the Mobile Central Service 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.

2.6 Application Development Kit. Customer 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 **"Mobile Central Service"** means the service provided by Blackboard consisting 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 Mobile Central Service.
- 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:



CUSTOMER: University of Southern Mississippi

Signature
Mike Herron - Dir. of Procurement & Contracts
Print Name and Title

Date: 12/4/09

**Blackboard Mobile
Order form**

<input checked="" type="checkbox"/>	New order
<input type="checkbox"/>	Additional/revised order

Customer:	University of Southern Mississippi
FTE band:	8,000-15,000
Initial Term:	1 year
Effective Date:	The last of the dates indicated in the signatures below

Payment schedule for Initial Term:	\$32000
	<-\$11,200>
	\$20,800
One-time setup fee:	\$7500
	<-\$7500>
	\$0
Licensed Modules:	The Blackboard Mobile Central suite, including Upgrades, Updates or Corrections, if any, later released during Customer's subscription. The Mobile Central suite currently consists of Maps, Directory, Courses, Athletics, News, Events, Images, Video, Library and Places.
Licensed Platforms:	iPhone mobile web browser BlackBerry

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. The BlackBerry platform is provided on an if and when available basis and is subject to the availability of implementation times.
- [3. 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

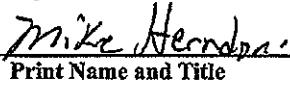
Print Name and Title

Date:

12/4/09

CUSTOMER: University of Southern Mississippi

Signature


Mike Herndon - Dir. of Research & Innovation

Print Name and Title

Date: 12/4/09

VOID IF EXECUTED AFTER MARCH 31, 2010
 Customer: University of Southern Mississippi



Blackboard

**EXHIBIT TO
 BLACKBOARD PROFESSIONAL SERVICES AGREEMENT**

STATEMENT OF WORK

This Work Statement is a preliminary expectation of both Blackboard and University of Southern Mississippi ("Customer") of the services that may need to be performed. As such it may be modified by a writing approved by the designated project managers of each Blackboard and Customer. The work described below is intended to be performed on a time and materials basis.

This Statement of Work (SOW) is an attachment to the Professional Services Agreement (PSA) between Blackboard and Customer, dated September 22, 2009, which is hereby referenced and incorporated into this SOW and will legally control the delivery of services.

1 Engagement Summary

Together the University of Southern Mississippi ("USM", "Customer", "the University") and Blackboard have accomplished several significant phases of work:

- A Discovery phase in early 2009
- An Assessment and Planning phase in April-June, 2009
- A Pilot phase, in which the University re-launched its online degree completion program for Mississippi Teacher Assistants in the fall, 2009 term
- A scale-up phase (Phase II), at the conclusion of which an undergraduate Construction Engineering and graduate Sport Coaching Management program were launched for fully online delivery in the spring, 2009 term

Phase III has three purposes:

1. To sustain the momentum of the online initiative through the spring of 2010, especially for development of online programs to be launched in the fall
2. To allow USM time to complete its initial staff-up and knowledge transfer from Blackboard
3. To begin the University's process to implement, build internal support capability for, and migrate courses to Blackboard Learn for Course Delivery Release 9.1

The engagement provides a vehicle for USM and Blackboard to continue this important work together through May, 2010. The scope of work will address the following areas, as elaborated below:

1. Market analysis, creative assistance, and campaign planning for two additional programs to be re/launched this year
2. Assessment and recommendations for online course presentation and organization for one of the two programs
3. Development of a formal process for the creation of new online courses
4. Facilitated planning for next-level capabilities for online learning at USM
5. Automated integration of the new Blackboard 9.1 system to PeopleSoft, to free up capacity in the LEC for more strategic work

2 Approach

Blackboard's proposed approach is driven by the goals as stated above of project sustainment and successful handover to USM. Our proposed approach for Phase III will therefore continue to emphasize:

- Knowledge transfer, as we work collaboratively with staff designated by USM to provide roles in the Online effort moving forward; and
- Ramp-down of Blackboard's involvement. Through the course of Phase II:
 - LEC staff played an increasingly significant role in the development of online courses and coaching of faculty
 - In November Blackboard delivered to USM the web assets developed for the Eagle Learning Online site, and supporting creative material
 - At the conclusion of Phase II the USM team will take up responsibility for the ongoing success of the Change Management and Process Improvement efforts, as well as the initial Financial Model for online programs

As we continue into Phase III, Blackboard will work with the University to turn over the remaining tasks, including:

- Management of the continued growth and direction of the Online program
- Procurement and direction of market assessment and creative services
- Remaining responsibilities related to program assessment, course design, faculty development, and course scheduling
- Support of the (proposed) SIS integration

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2.1 Blackboard Learn for Course Delivery Release 9.1

The University intends in this phase of work to begin the process of implementing Blackboard's upcoming release, Blackboard Learn for Course Delivery Release 9.1 ("R9.1"). The University understands that this is not a small undertaking, and, as with any platform change in LMS, will involve an extra commitment of faculty time to learn the functionality of the new system and migrate their courses to into it. We believe this is the right time to begin this journey, for several reasons:

- R9.1 represents Blackboard's new generation of technology. Blackboard's investment in new features, functions, and interoperability for the Learning System is focused on this platform.
- R9.1 includes more robust and user-friendly functionality to support interactive learning processes between faculty and students than the University's current release.
- Blackboard is able in 2010 to offer substantial discounts for services related to the upgrade. In addition, Blackboard will maintain a parallel instance of R9.1 (with CE8) in the Blackboard Managed Hosting Environment, at no additional charge to the University, through August 31, 2011.
- By combining the effort to deploy two new fully online programs for the fall term with the initial implementation of R9.1, the University will realize additional savings for project management cost.
- University staff participating in the pilot of R9.1 will have access to Blackboard consultants (through the Course Design process, described below) as they develop courses for R9.1.
- In prior phases of work with Blackboard Consulting, the University has established an internal, cross-departmental advocacy group for Blackboard, as well as a strong internal Blackboard project management apparatus. The current energy and momentum of these initiatives will help the effort to be successful.
- The institutions of the Mississippi State Board for Community and Junior Colleges are already running on this platform and have contemplated an upgrade to R9.1 in the near term. For USM to be on the same platform would facilitate cross-registration with these schools, a prospect now in the early stages of discussion.

3 Scope of Services

The following sections delineate the specific tasks and work products for Phase III:

3.1 Assessment and Planning for Fall 2010 Programs

Blackboard will perform a program review for one online program to be re/launched in the fall of 2010. It is assumed that the University will perform its own review of a second program for release in the same timeframe. Except as otherwise specified below, it is assumed that Blackboard will provide mentorship and project management services related to the second program, but not direct execution.

3.1.1 Program Review

- The University will select two programs for re-launch in the fall 2010 term, and will assess the overall readiness of these programs from the perspectives of program design and the student experience.
- Blackboard's activities and deliverables related to Program Review have been removed from the previously-contemplated scope of the project.

3.1.2 Course Scheduling

- The University will work with the faculty for the selected programs to develop scheduling for online courses to be offered in the fall 2010 term.
- Blackboard's activities and deliverables related to Course Scheduling have been removed from the previously-contemplated scope of the project.

3.1.3 Course Design

It is assumed that Course Design activities will pertain only to Blackboard Learn for Course Delivery Release 9.1.

- Conduct a review of up to 20 courses for one online program
- Use the University's course quality rubric or other accepted rubric to assess online course structure and design
- Assess facilitation practices to identify areas of improvement and efficiency
- Leverage the findings from the course review to make recommendations for a consistent structure and approach for online and hybrid courses
- Build programmatic templates to provide course design continuity throughout the programs
- Provide mentorship to the University as it executes the above tasks for a second program

Deliverables:

- A standard University template for online course content

USM Responsibilities:

- Provide access to current online courses for the selected program
- Faculty for the selected program will need to work with our team on the design of the template(s)
- Faculty for the selected program will migrate and/or develop course content for the selected program
- USM will perform this work and create any deliverables for additional program(s)

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3.1.4 Faculty Development

The University will have responsibility for training and development of faculty in the selected programs on the effective use of Blackboard, as well as strategies for effective online instruction. Blackboard Consulting performed these tasks in Phase I and to a lesser degree in Phase II.

3.1.5 Marketing and Branding

Objectives

The objectives of the Marketing and Branding effort in Phase III are:

1. To provide USM with core messaging, CRM guidance and a media audit and buy plan that will assist in the overall growth of online programs and launch of two additional online programs, and
2. To continue to support the University's overall reach and retention for Eagle Learning Online.

Services

Below we outline three core areas for Marketing in Phase III. These core areas will be managed by individual professionals with unique skill-sets, however shared thinking will drive efficiency and standards.

1. Marketing & Communication Plan

- a. Provide a full marketing & communications plan for two (2) programs that include:
 - i. Competitive landscape
 - ii. Audience segmentation
 - iii. Outreach tactics including traditional and non-traditional media and programs

2. Media Audit & Media Buy Recommendation/Plan

- a. Review any existing media plans and make recommendation on best-suited mediums based on the overall goal of the marketing effort and the programs selected to market.
- b. All actual Media Costs need to be procured separately and are not included in the cost of this plan.

3. Advertising Assets (pending program and media budget – see Note below)

80 hours have been allocated for the development of media assets to support marketing of the fall programs. Additional hours can be provided via the Change Control process defined below. The assets could include some of the following:

- a. Print ad design and copywriting
 - i. Versioning and sizing for various mediums
- b. Rich media assets (web 2.0, banner ads, Pay-per-click advertising) versioning for 2 designs
- c. Outline and plan for incorporation of social networking efforts into new robust plan (no management hours included)
- d. Digital billboards
- e. Radio
- f. Email signature template
- g. Collateral - hand out or rack card

Organizational Assessment

Note: In addition to this consulting work, Blackboard recommends that USM allocate substantial additional budget to support advertising and direct marketing for the overall Eagle Online learning initiative. The Media Buy Plan will provide more specific recommendations, based upon the enrollment goals for each program and other situational factors. Based on a marketing spend of \$2,000 per new online enrollment, the University could expect to spend on the order of \$200,000 to attract 20 new enrollees into each of the 5 ELO programs in 2010.

This scope of work does not include the placement of media buys for the University, however Blackboard (with its partners) can provide this service by amendment to this SOW.

USM Responsibilities:

- Allocate budget for marketing/advertising the Eagle Learning Online programs
- Provide copies of past media plans for review

3.2 Online Course Creation Process

Blackboard will work with the University to develop and document formal processes for the creation of online courses. This work may address such issues as the engagement of the LEC by faculty, the services provided by LEC, what is required of faculty, process timeline and expected turnaround times, timelines and approval processes, copyright review, course refresh calendar, course archiving policies.

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Deliverable:

- Recommended process flow and narrative for processes and sub-processes related to the creation of online courses

USM Responsibilities:

- Participate in workshops, bringing to the process representatives of faculty, administration, and LEC staff
- The deliverable will be a set of recommendations co-developed by Blackboard and USM, as opposed to a set of policies and procedures that has been formally adopted by the University. It will be the University's responsibility to refine and codify official policies and procedures, using this work product as a starting point.

3.3 Organization Development

In addition to the activities noted above, which relate specifically to the two new programs to be added for fall 2010, Blackboard will provide facilitated planning for the future state organization of online learning at USM. The proposed effort has the following goals:

1. Develop a long-term (3 year) organizational plan for management, operations, finance, governance and staffing to support sustained enrollment growth, program development, and leadership for the Eagle Learning Online initiative.
2. Identify immediate action steps to strengthen and enhance the current organizational framework for the Eagle Learning Online Initiative to ensure continued success and progress toward full implementation of the long term organizational plan.
3. Establish a process to evaluate development of the Eagle Online Learning Initiative and progress toward achieving the goals of the long term organizational plan.

Development of the long-term plan and immediate actions steps will include the following:

- USM will designate an organizational development team of high level University leaders for purposes of creating the long term organizational plan and immediate action steps. Members of this team should include the Provost, the President (or designee), The Director of the LEC, a Faculty representative, and executive level leaders in Marketing, Recruiting, Information Technology, Finance and Administration.
- Blackboard will engage the team in small group and individual interviews with members of the team and other executives, including the Provost and President.
- Based on results of the initial interviews and discussions, Blackboard will research up to 3 relevant models for eLearning organization from both peer and aspirant institutions with successful eLearning programs. Blackboard will also provide members of the team with some background reading material regarding effective practices in online learning organization.
- Blackboard will facilitate an organizational planning process, beginning with a presentation and discussion of the three organizational models for eLearning. The facilitated process will consist of at least three, 3-hour sessions to outline the details of the long term organizational approach and immediate action steps.
- Based on the results of the facilitated planning process, Blackboard will present recommendations for the long term organizational plan and immediate action steps to the President and Provost for consideration. The organizational plan would consist of the following items:
 - Organizational Framework
 - Staffing recommendations (and example job descriptions for new positions) including description of key tasks, responsibilities, required skill sets, and accountability
 - Potential approaches to cost recovery
 - Governance and oversight recommendations
 - Key policies required to support the organizational plan
 - Priorities for implementation, including immediate action steps.

Deliverables:

- Research report – organizational models for eLearning
- Facilitated sessions
- Organizational recommendations report as described above

USM Responsibilities:

- USM will need broad executive participation as described in this section for this exercise to have maximum impact.

3.4 Implementation Planning

Blackboard's Implementation Planning engagement is the first step in providing a foundational and holistic understanding of the technology, integration and resources that will be required to implement the Blackboard Learn System. Blackboard's Implementation Planning services facilitate a smooth and well organized implementation of the Blackboard Learn System and requisite technologies as well as effective alignment to the client's strategic e-Learning goals and initiatives.

Deliverable:

- Implementation Plan document to address timeline, resources, communications, and technical aspects of the migration to 9.1

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USM Responsibilities:

- Proactive participation in the planning process by a cross-functional team of USM personnel who will be directly involved in key aspects of the upgrade

3.5 Section Merge Tool

With increasing administrative demands on faculty, institutions are looking for ways to enable greater instructor efficiency. Many instructors are teaching multiple courses using Blackboard software and need a way to combine two or more sections into one single course site.

Blackboard's Section Merge Tool allows administrators to set up appropriate privileges so users can merge student enrollments into a single Blackboard Learn course site.

This tool supports many of the use cases supported by cross-listing in Blackboard Learning System - CE Enterprise License.

Deliverables:

- Downloadable software component, Section Merge tool
- Documentation for Section Merge tool

USM Responsibilities:

- Review documentation and learn to use the tool
- Ongoing use of the tool and administration of merged courses

3.6 Integration Customization Maintenance

The Integration Customization Maintenance ("ICM") service provides customers with Blackboard Consulting assistance for named consulting projects to support planned Blackboard Learn software upgrades by ensuring that customizations are compatible with upgrades. More specifically, ICM services will provide:

- Facilitated Blackboard Consulting support and development assistance, for the PeopleSoft-Blackboard integration, in the maintenance of minor "dot release" system upgrades and "hotfixes". This will include continued operation of the PeopleSoft-Blackboard integration when USM chooses to upgrade to a "dot release" of Blackboard Learn, including any of its components. In addition, this service will provide coverage when USM upgrades to the latest Application Pack, Service Pack or Hotfix, as defined by Blackboard.
- While USM's Blackboard environment is hosted by Blackboard, ICM will include continued operation of the PeopleSoft-Blackboard integration in the event of a hardware failover or in conjunction with ASP upgrades and underlying infrastructure changes, excluding Oracle RAC configurations.

3.7 Training:

3.7.1 Life in Blackboard Learn, Release 9 Orientation Workshop – for Campus Edition

The goal of this orientation workshop is to increase your awareness and understanding of Blackboard Learn, Release 9.1, to facilitate planning around your upgrade path. During this two-hour synchronous webinar workshop, you will be oriented to the following:

- The user experience for learners, educators, and GUI system administrators
- Highlights of "What's Different" in Blackboard Learn, 9.1 – changes and opportunities for instruction
- Course conversion options and considerations

The session will be broken into two parts. The appropriate attendees are welcome to come and go from the webinar at a suitable point in the presentation:

- The first hour will be geared toward GUI System Administrators and Support Staff, demonstrating centralized administration for system administrators, and outlining course conversion options.
- The second hour will be geared toward teaching and learning staff. The focus is on the user experience for learners and educators. This will also highlight "what's different" – changes and opportunities for instruction.

Deliverables:

- Two-hour, online webinar

USM Responsibilities:

- Select, schedule, and register appropriate USM attendees for the session
- Attend session and note key considerations for follow-up specific to USM's situation

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3.8 Project Management

Blackboard's Project Management work stream will provide planning, management, and leadership to deliver the project on-time, within-budget, and consistent with the project objectives. Blackboard will assign a Project Manager to this engagement. In addition to the Project Manager, project oversight will be provided by Blackboard executives as part of the delivery team to provide quality assurance and executive visibility and engagement. A Blackboard executive will attend major status meetings throughout the life of the project.

Blackboard's Project Management team will be responsible for:

- Working closely with the USM Steering Committee to establish and document project objectives and work plans
- Aligning work activity with established project objectives to facilitate delivery of appropriate work to support those objectives
- Assigning and managing Blackboard and subcontract personnel
- Providing a single point of coordination and communication with Blackboard and its subcontractors for this project
- Monitoring of project status and budget for Blackboard services, and related status reporting

Blackboard anticipates the continuing active participation of project management and executive management at USM. In Phases I and II we established an effective partnership wherein Blackboard and USM collaborate on project management tasks, including:

- Scope and schedule management
- Risk management and mitigation
- Management of project issues

For Phase III, the University will have a larger role in these tasks, and Blackboard a smaller one. The University will manage:

- Project communications within the University
- Scheduling of meetings, distribution of minutes

Deliverables:

- Project plan and timeline with major milestones
- Periodic and *ad hoc* presentations for the Steering Committee and other groups

4 Project Resource Requirements

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

Consulting Role	Activities and Responsibilities
Director	Executive oversight and quality management
Project Manager	Management of project tasks, schedule, resources, documentation and status reporting
Course Design and Training Lead	Will lead Blackboard activities related to Course Design and Training and Support
Marketing and Branding Lead	Will coordinate Blackboard activities for the Marketing and Branding work stream
Organizational Development Lead	Will perform Blackboard activities for the Organizational Development work stream
Additional Specialists	Additional subject matter specialists will be utilized to assist core team members when specialized knowledge is needed

5 Customer Responsibilities

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

In particular for this engagement, Blackboard will require a high level of participation from USM leadership and project staff with direct responsibility for oversight of the project. It is assumed that the current Steering Committee will be maintained and that a dedicated Project Manager will be assigned for the duration of the project.

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Blackboard's proposed services in support of Marketing and Branding do not include the purchase of advertising. It is expected that USM will retain an advertising management company for this service, and that USM will manage the process of media buying.

Our estimate assumes that USM will take responsibility for creation of and production of brochures and hardcopy items (table covers, posters, etc.) leveraging the visual standards and selected copy created by the Blackboard team.

6 Professional Fees

The costs reflected in this proposal represent the best estimation of specific resources and their actual bill rates. Actual fees will be billed as incurred at individual billing rates.

6.1 Initial Services

The matrix below enumerates costs for services related to the development of new online programs, as well as gratis services related to the implementation of R9.1.

Initial Services	Product Code	Hours	Fees
Fall 2010 Assessment and Implementation - Blackboard Assistance	AS-EXPRESSENCE	807	\$238,345
Course Design		128	\$37,760
Marketing/ Recruiting		280	\$82,600
Course Creation Process		80	\$23,600
Organizational Development		128	\$37,760
Program Management		191	\$56,625
Implementation Planning	AS-IMPLAN	80	\$23,600
Section Merge Tool	AS-CRSEMERGE		\$20,000
less: preferred customer discount			(\$20,000)
Life in Blackboard 9 Workshop	AS-TRAINCUSTOM		\$2,500
less: preferred customer discount			(\$2,500)
Total Hours and Fees		887	\$261,945

6.1.1 Bill Rates

Following are the billing rates for the assigned project roles. These rates reflect a discount on Blackboard's standard rates in light of our partnership with USM:

Designation	Rate
Director	\$305
Manager	\$265
Consultant	\$235
Analyst	\$135

6.2 Maintenance Services

The costs for maintenance services are detailed below:

Service Name	Product Code	Term	Fee
Integration Customization Maintenance - Section Merge Tool	AS-ICMCRSEMERGE	1 year	\$8,000
Total			\$8,000

7 Project Timeline

The work of the engagement will be performed between March 8 and May 30, 2010. A detailed project schedule will be developed, in concert with USM, upon project initiation.

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8 Change Control

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

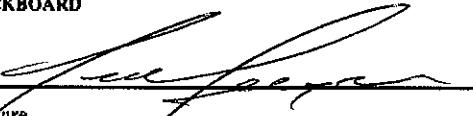
9 Assumptions

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

- Proposed pricing is valid for 90 days from the executed Statement of Work date for work not initiated;
- This agreement covers only the activities as described;
- Customer will provide Blackboard with access to the appropriate physical and technical environments to successfully complete the effort outlined in this document;
- Customer will complete a review of all submitted draft working products, or set of working products, in five business days unless otherwise agreed to in writing;
- The Customer shall assign a representative to be the primary point of contact for the Blackboard Project Manager. This representative shall have full authority to make all decisions regarding project scope, overall timeline, and related projects costs, as well as ensuring the necessary customer project personnel, resources, etc. are available to successful complete the project(s);
- Quality involvement and working products from the Customer are critical to the project's success. To that end, the Customer's representative shall be responsible for coordinating all meetings that involve Customer and third-party contractor staff members, working products, and information requests in a timely fashion;
- All Consulting Services related to this Project, as outlined in this document, shall be performed on a time and materials basis;
- Services are estimated and billed based upon an eight (8) hour workday per Consultant, forty (40) hour work week per Consultant. The applicable billing rate for the Consultants shall be at the rates set forth in the table above;
- Except as specifically noted above, fees shall be billed on a monthly basis and such bills shall be due and payable Net 30;
- The customer will bring current all outstanding invoices from previous agreements greater than thirty (30) days, prior to beginning work under this document;
- The estimates above were developed based on the estimated project duration. In the event the project exceeds the duration and crosses a new fiscal year, rate may be adjusted accordingly based on the effort expended in the new fiscal year;
- Except as otherwise stated in this Agreement with regard to the Consulting Services performed hereunder, Blackboard reserves the right to change the services it offers to its customers generally and related rates at any time; and
- If applicable, the terms and conditions in the associated Blackboard software and ASP agreements take precedence over the terms and conditions of this document.

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

BLACKBOARD


Signature

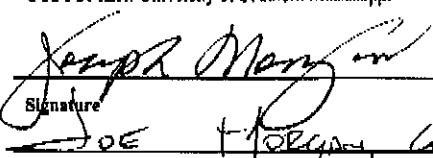
TESS FRAZIER- VICE PRESIDENT

Print Name and Title

Date:

3/24/10

CUSTOMER: University of Southern Mississippi


Signature

JOE MANNING, CIO
Print Name and Title

Date:

3/24/10

VOID IF EXECUTED AFTER March 31, 2010
 University of Southern Mississippi



**BLACKBOARD LICENSE AND SERVICES AGREEMENT
COVER PAGE**

The attached documents describe the relationship between Blackboard and the Customer identified below. The documents attached to this cover page will consist of the Master Terms (dated June 26, 2006, 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 Agreement includes this cover page, the attached pricing summary and Master Terms, and all Schedules that are attached to such Master Terms and are separately executed by the Parties. This Agreement will become effective when this cover page is executed by authorized representatives of both Parties.

CUSTOMER INFORMATION:			
Name/Company:	University of Southern Mississippi	Principal Contact Person:	Coffman,Hornet
Fax:		Phone:	601 2664190
Address:	118 College Dr. #5023 Hattiesburg, MS 39401 USA		
Billing Contact:		Title:	
Address:	118 College Dr. #5023 Hattiesburg, MS 39401 USA		
Phone:		Email Address:	
Fax:			
Initial Term of Agreement:	18 months.		

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

BLACKBOARD	CUSTOMER: University of Southern Mississippi
Signature	Signature
Print Name and Title: TESS FRAISER - VICE PRESIDENT	Print Name and Title: <u>George Money, CEO</u>
Date: 3/28/10	Date: 3/25/10

VOID IF EXECUTED AFTER: March 31, 2010
 University of Southern Mississippi

University of Southern Mississippi Pricing Summary

Product Description	Product ID	Qty	Units	List Price	Discount	Unused Credit	Net Price
CE HOSTING CO-PROD - R9	AS-ASPCOPRO	18	MO	\$ 0	\$ 0	\$ 0	\$ 0
COURSE DELIV HENA 8-15K	AS-LS-HENA04	18	MO	\$ 0	\$ 0	\$ 0	\$ 0
	TOTALS:			\$ 0	\$ 0	\$ 0	\$ 0

Academic Suite-Site: Schedule of Fees Table

Designated Server Site (Physical Location of the Software): 118 College Dr. #5023 Hattiesburg, MS 39401 USA	Database Version:	Operating System:	Hardware Model:
Customers FTE/User Band: 13203			

VOID IF EXECUTED AFTER: March 31, 2010
 University of Southern Mississippi



**AMENDMENT
 TO THE WEBCT CE™ -INSTITUTION SOFTWARE SCHEDULE DATED JUNE 26, 2006 BETWEEN BLACKBOARD INC. AND
 UNIVERSITY OF SOUTHERN MISSISSIPPI**

This Amendment to the WebCT CE™ -Institution Software Schedule dated June 26, 2006 ("Schedule") between Blackboard, Inc. ("Blackboard") and University of Southern Mississippi ("Customer") is made as of the last signature date indicated below.

The purpose of this amendment is to grant Customer a Parallel Production license as indicated below.

The parties hereby agree to the following terms and conditions:

1. Section 2.1.1 entitled "Parallel Production License" is hereby added:

2.1.1 Parallel Production License. For eighteen (18) months from the go-live date of this Amendment, Customer may operate one production copy of the Software (version 9.x) concurrently with one production copy of the Software (version 8.x or earlier) for no additional charge subject to the terms of the Agreement. After such one year period, if Customer wishes to continue to operate the Software with both concurrent copies in production, the then-current pricing for an annual parallel license shall apply. The annual fee shall renew each year unless Customer has notified Blackboard in writing prior to the end of the then current term that it has ceased using the parallel license.

Product Description	Quantity	Units	Total Price
Parallel production license fee	18	MO	First 18 months waived

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT

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

BLACKBOARD

Signature
Tess Frazier
 TESS FRAZIER – VICE PRESIDENT
 Print Name and Title

Date:

3/24/10

Customer: University of Southern Mississippi

Signature
Joe Morgan
 JOE MORGAN, CHIEF FINANCIAL OFFICER
 Print Name and Title

Date: 3/24/10

VOID IF EXECUTED AFTER: March 31, 2010
University of Southern Mississippi



Blackboard

AMENDMENT

TO THE BLACKBOARD ASP SCHEDULE DATED JUNE 26, 2006 BETWEEN BLACKBOARD INC. AND UNIVERSITY OF SOUTHERN MISSISSIPPI

This Amendment to the Blackboard ASP Schedule dated June 26, 2006 ("Schedule") between Blackboard, Inc. ("Blackboard") and University of Southern Mississippi ("Customer") is made as of the last signature date indicated below.

The purpose of this amendment is to modify the existing agreement to include Parallel Productions specifications as indicated below.

The parties hereby agree to the following terms and conditions:

- i. The following is hereby added to Exhibit A:

+ Blackboard Learn™ Parallel Production (Bb hosted) use standard MH Schedule, exhibits with following specifications:

- Set Up Fee (if any) for each solution includes service for each installation of the Software or update/upgrade requiring a revised or new hardware and/or software configuration.
- Initial Term Annual Fee for each solution includes service for up to 8,000 Users* and 50 GB of storage and 512 kbps of bandwidth measured using the 95th percentile calculation (as defined below) delivered via redundant Internet uplink and Managed Firewall Service. (Storage and Bandwidth should be adjusted to reflect the Schedule)
- Additional storage and bandwidth for each solution are separately charged
- Additional Service units for each solution for 7,500 additional Users*, additional 512 kbps bandwidth and 50 GB additional storage are separately charged. (Storage and Bandwidth should be adjusted to reflect the Schedule)

*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.*

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT

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

BLACKBOARD

Signature
TESS PRAZIER – VICE PRESIDENT
Print Name and Title

Date: 3/24/10

Customer: University of Southern Mississippi

Signature
George Murray
Print Name and Title

Date: 3/24/10



**EXHIBIT TO
BLACKBOARD PROFESSIONAL SERVICES AGREEMENT**

STATEMENT OF WORK

This Work Statement is a preliminary expectation of both Blackboard and University of Southern Mississippi ("Customer") of the services that may need to be performed. As such it may be modified by a writing approved by the designated project managers of both Blackboard and Customer. The work described below is intended to be performed on a time and materials basis.

This Statement of Work (SOW) is an attachment to the Professional Services Agreement (PSA) between Blackboard and Customer, dated September 22, 2009, which is hereby referenced and incorporated into this SOW and will legally control the delivery of services.

1 Engagement Summary

The University of Southern Mississippi ("USM", "Customer", "the University") requests that Blackboard perform certain services related to its planned upgrade from Blackboard Campus Edition to Blackboard Learn for Course Delivery, Release 9.1. These services are described below.

2 Scope of Services

2.1 PeopleSoft-Blackboard Integration

The PeopleSoft-Blackboard integration will be developed using Blackboard's standard Snapshot Integration process and toolset, for Blackboard Release 9.1. No automated integration to the University's installation of Blackboard Campus Edition will be developed. The Integration component will include:

- Analysis of the business rules associated with course creation, user enrollment, and faculty assignment
- Identification of PeopleSoft data needed for integration with Blackboard
- Design of automated, one-way batch processes for account and course creation, user enrollment, staff assignment
- Documentation of integration processes

Blackboard clients using these services have experienced decreased manual processing effort, improved accuracy of data in Blackboard, and increased timeliness in creation of Blackboard users and course shells. Generally, integration increases adoption of the learning system by facilitating these processes.

Support for the integration service beyond a brief initial post-live support period is provided at additional cost (see Integration Customization Maintenance, below).

Deliverables:

- Business process requirements
- Integration configuration documentation
- Administrator reference manual
- Detailed production launch steps

USM Responsibilities:

- Technical and Registrar staff who are familiar with the data and course creation processes will need to participate in data planning workshops spanning 3-4 days.
- USM will develop scripts to extract the data from PeopleSoft in a format to be specified by Blackboard.

2.2 Integration Customization Maintenance

The Integration Customization Maintenance ("ICM") service provides customers with Blackboard Consulting assistance for named consulting projects to support planned Blackboard Learn software upgrades by ensuring that customizations are compatible with upgrades. More specifically, ICM services will provide:

- Facilitated Blackboard Consulting support and development assistance, for the PeopleSoft-Blackboard integration, in the maintenance of minor "dot release" system upgrades and "hotfixes". This will include continued operation of the PeopleSoft-Blackboard integration when USM chooses to upgrade to a "dot release" of Blackboard Learn, including any of its components. In addition, this service will provide coverage when USM upgrades to the latest Application Pack, Service Pack or Hotfix, as defined by Blackboard.
- While USM's Blackboard environment is hosted by Blackboard, ICM will include continued operation of the PeopleSoft-Blackboard integration in the event of a hardware failover or in conjunction with ASP upgrades and underlying infrastructure changes, excluding Oracle RAC configurations.

2.3 Training

2.3.1 Blackboard Learn for Course Delivery - Educational Program Development

The Educational Program Development workshop for Blackboard Learn™ - Course Delivery equips institutions with the knowledge, skills, and planning tools to effectively administer and teach with Blackboard Learn - Course Delivery® technology. It incorporates the Course Delivery Essentials training workshop, the Course Delivery Administration training workshop, and the development of custom training and mentoring strategies to assist institutions with their implementation. This service includes an interactive onsite planning session, remote consultation, and a post-training workshop report that outlines key recommendations and a pragmatic action plan for addressing particular implementation issues. The program includes five days of on-site training, plus one and one-half days of remote consultation. The five-day on-site program is organized as follows:

Part 1: Course Delivery Essentials

- o Session 1: Building Courses
- o Session 2: Assessing Learners
- o Session 3: Enhancing Communication and Collaboration

Part 2: Blackboard Course Delivery Administration

Part 3: Program Plan Development (considerations for development of a faculty training program incorporating the Training Materials)

2.3.2 Training Materials

2.3.2.1 Blackboard Learn for Course Delivery – Face-to-Face Materials Package

The Face-to-Face Training Materials Package provides all the resources you need to quickly and successfully offer a comprehensive in-person training program that prepares faculty to design and teach using the Blackboard Learn™ - Course Delivery® technology. Materials are professionally developed and carefully sequenced to build on previously learned skills, promoting instructor confidence. These digital materials are also fully customizable to fit the unique needs of USM.

This package features a complete set of training materials for *nine* workshops, each focusing on an important topic or tool. The workshops, each two-to-three hours in length, are designed for course designers and instructors. For each of the workshops in the package, USM will receive:

- Participant manual in Microsoft Word™ format that incorporates tips, examples, streamlined instructions, and hands-on activities
- Ready-to-use agendas for participants
- Trainer notes, with a preparation checklist, training tips and strategies, and links to additional resources
- Accompanying Microsoft PowerPoint™ presentations that reinforce the agenda and manual
- Course archive that can be restored to your institution's server and used as a Practice Course environment

2.3.2.2 Blackboard Learn for Course Delivery – Online Training Series Materials Package

With this ready-to-use series of online training courses, USM's faculty will learn the skills necessary to design and teach online, as they gain valuable experience as an online learner. Participants will develop hands-on knowledge of available communication, content, and evaluation tools. In addition, they will be introduced to the principles of effective course design and the pedagogy of online learning. These digital materials are also fully customizable to fit the unique needs of USM.

This series includes *six* complete online courses covering the key aspects of designing and teaching online using the Blackboard Learn™ - Course Delivery® technology. Although USM can easily modify the format, the courses are designed as facilitated, two-week workshops. For each course in the Online Training Series, you will receive:

- A completed ready-to-teach online course
- A supplementary practice course
- Customizable content and format

2.4 Project Management

Blackboard's Project Management work stream will provide planning, management, and leadership to deliver the project on-time, within-budget, and consistent with the project objectives. Blackboard will assign a Project Manager to this engagement. In addition to the Project Manager, project oversight will be provided by Blackboard executives as part of the delivery team to provide quality assurance and executive visibility and engagement. A Blackboard executive will attend major status meetings throughout the life of the project. Blackboard's Project Management team will be responsible for:

- Working closely with the USM Steering Committee to establish and document project objectives and work plans
- Aligning work activity with established project objectives to facilitate delivery of appropriate work to support those objectives
- Providing a single point of coordination and communication with Blackboard and its subcontractors for this project

- Monitoring of project status and budget for Blackboard services, and related status reporting.

Blackboard anticipates the continuing active participation of project management and executive management at USM. In Phases I and II we established an effective partnership wherein Blackboard and USM collaborate on project management tasks, including:

- Scope and schedule management
- Risk management and mitigation
- Management of project issues

For Phase III, the University will have a larger role in these tasks, and Blackboard a smaller one. The University will manage:

- Project communications within the University
- Scheduling of meetings, distribution of minutes

Deliverables:

- Project plan and timeline with major milestones
- Periodic and *ad hoc* presentations for the Steering Committee and other groups

3 Project Resource Requirements

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

Consulting Role	Activities and Responsibilities
Director	Executive oversight and quality management
Project Manager	Management of project tasks, schedule, resources, documentation and status reporting
Course Design and Training Lead	Will lead Blackboard activities related to Course Design and Training and Support
Technical Manager	Will supervise and assist with technical work related to the PeopleSoft Integration work stream
Technical Consultant	Will develop PeopleSoft integration code
Additional Specialists	Additional subject matter specialists will be utilized to assist core team members when specialized knowledge is needed

4 Customer Responsibilities

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

In particular for this engagement, Blackboard will require a high level of participation from USM leadership and project staff with direct responsibility for oversight of the project. It is assumed that the current Steering Committee will be maintained and that a dedicated Project Manager will be assigned for the duration of the project.

Blackboard's proposed services in support of Marketing and Branding do not include the purchase of advertising; it is expected that USM will retain an advertising management company for this service, and that USM will manage the process of media buying.

Our estimate assumes that USM will take responsibility for creation of and production of brochures and hardcopy items (table covers, posters, etc.) leveraging the visual standards and selected copy created by the Blackboard team.

5 Professional Fees

5.1 Services Cost

The following will be delivered on a **fixed-fee** basis, with payment due 90 days from contract date. Blackboard Consulting fees incorporate the role and requisite experience level of the assigned individuals. Blackboard Consulting will invoice the customer for the actual travel related costs incurred as part of this engagement. Travel costs are not included in this Services Cost Section. Blackboard Consulting will make reasonable efforts to manage travel costs to the customer without compromising project objectives.

Services to be Invoiced with Release of R9.1	Product Code	Fees
PeopleSoft Integration	AS-INTGR	\$33,555

Services to be invoiced with Release of R9.1	Product Code	Fees
less: preferred customer discount		(\$10,000)
Blackboard Learn for Course Delivery – Educational Program Development	AS-EDULSEDDEV	\$16,000
Training Materials - Course Delivery – Face-to-Face and Online Materials Bundle	AS-MATLSBUNSL	\$11,700
Total Fees		\$81,255

5.2 Maintenance Services

The costs for maintenance services are detailed below:

Service Name	Product Code	Term	Fee
Integration Customization Maintenance – PeopleSoft Integration	AS-ICMINT	1 year	\$8,000
less: Preferred Customer Discount for Year 1*			(\$3,000)
Total			\$5,000

* Note that after the first year, the full \$8,000 ICM fee will be charged.

6 Project Timeline

The work of the engagement will be performed between March 8 and May 30, 2010. A detailed project schedule will be developed, in concert with USM, upon project initiation.

7 Change Control

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

8 Assumptions

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

- Proposed pricing is valid for 90 days from the executed Statement of Work date for work not initiated;
- This agreement covers only the activities as described;
- Customer will provide Blackboard with access to the appropriate physical and technical environments to successfully complete the effort outlined in this document;
- Customer will complete a review of all submitted draft working products, or set of working products, in five business days unless otherwise agreed to in writing;
- The Customer shall assign a representative to be the primary point of contact for the Blackboard Project Manager. This representative shall have full authority to make all decisions regarding project scope, overall timeline, and related projects costs, as well as ensuring the necessary customer project personnel, resources, etc. are available to successfully complete the project(s);
- Quality involvement and working products from the Customer are critical to the project's success. To that end, the Customer's representative shall be responsible for coordinating all meetings that involve Customer and third-party contractor staff members, working products, and information requests in a timely fashion;
- All Consulting Services related to this Project, as outlined in this document, shall be performed on a time and materials basis;

VOID IF EXECUTED AFTER APRIL 30, 2010
Customer: University of Southern Mississippi

- Services are estimated and billed based upon an eight (8) hour workday per Consultant, forty (40) hour work week per Consultant. The applicable billing rate for the Consultants shall be at the rates set forth in the table above;
- Except as specifically noted above, fees shall be billed on a monthly basis and such bills shall be due and payable Net 30;
- The customer will bring current all outstanding invoices from previous agreements greater than thirty (30) days prior to beginning work under this document;
- The estimates above were developed based on the estimated project duration. In the event the project exceeds the duration and crosses a new fiscal year, rate may be adjusted accordingly based on the effort expended in the new fiscal year;
- Except as otherwise stated in this Agreement with regard to the Consulting Services performed hereunder, Blackboard reserves the right to change the services it offers to its customers generally and related rates at any time; and
- If applicable, the terms and conditions in the associated Blackboard software and ASP agreements take precedence over the terms and conditions of this document.

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

BLACKBOARD

Signature

TESS FRAZIER-VICE PRESIDENT

Print Name and Title

Date: 4/7/10

CUSTOMER: University of Southern Mississippi

Signature

Joe & Debra G

Print Name and Title

Date: 4/7/10

BB 9.1
UPGRADE

VOID IF EXECUTED AFTER APRIL 30, 2010
Customer: University of Southern Mississippi



**EXHIBIT TO
BLACKBOARD PROFESSIONAL SERVICES AGREEMENT**

STATEMENT OF WORK

This Work Statement is a preliminary expectation of both Blackboard and University of Southern Mississippi ("Customer") of the services that may need to be performed. As such it may be modified by a writing approved by the designated project managers of each Blackboard and Customer. The work described below is intended to be performed on a time and materials basis.

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Deliverables:

- Business process requirements
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- Administrator reference manual
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2.3 Training

2.3.1 Blackboard Learn for Course Delivery - Educational Program Development

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Part 3: Program Plan Development (considerations for development of a faculty training program incorporating the Training Materials)

2.3.2 Training Materials

2.3.2.1 Blackboard Learn for Course Delivery - Face-to-Face Materials Package

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This package features a complete set of training materials for *nine* workshops, each focusing on an important topic or tool. The workshops, each two-to-three hours in length, are designed for course designers and instructors. For each of the workshops in the package, USM will receive:

- Participant manual in Microsoft Word™ format that incorporates tips, examples, streamlined instructions, and hands-on activities
- Ready-to-use agendas for participants
- Trainer notes, with a preparation checklist, training tips and strategies, and links to additional resources
- Accompanying Microsoft PowerPoint™ presentations that reinforce the agenda and manual
- Course archive that can be restored to your institution's server and used as a Practice Course environment

2.3.2.2 Blackboard Learn for Course Delivery - Online Training Series Materials Package

With this ready-to-use series of online training courses, USM's faculty will learn the skills necessary to design and teach online, as they gain valuable experience as an online learner. Participants will develop hands-on knowledge of available communication, content, and evaluation tools. In addition, they will be introduced to the principles of effective course design and the pedagogy of online learning. These digital materials are also fully customizable to fit the unique needs of USM.

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- A completed ready-to-teach online course
- A supplemental practice course
- Customizable content and format

2.4 Project Management

Blackboard's Project Management work stream will provide planning, management, and leadership to deliver the project on-time, within-budget, and consistent with the project objectives. Blackboard will assign a Project Manager to this engagement. In addition to the Project Manager, project oversight will be provided by Blackboard executives as part of the delivery team to provide quality assurance and executive visibility and engagement. A Blackboard executive will attend major status meetings throughout the life of the project.

Blackboard's Project Management team will be responsible for:

- Working closely with the USM Steering Committee to establish and document project objectives and work plans
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- Providing a single point of coordination and communication with Blackboard and its subcontractors for this project

- Monitoring of project status and budget for Blackboard services, and related status reporting.

Blackboard anticipates the continuing active participation of project management and executive management at USM. In Phases I and II we established an effective partnership wherein Blackboard and USM collaborate on project management tasks, including:

- Scope and schedule management
- Risk management and mitigation
- Management of project issues

For Phase III, the University will have a larger role in these tasks, and Blackboard a smaller one. The University will manage:

- Project communications within the University
- Scheduling of meetings, distribution of minutes

Deliverables:

- Project plan and timeline with major milestones
- Periodic and *ad hoc* presentations for the Steering Committee and other groups

3 Project Resource Requirements

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

Consulting Role	Activities and Responsibilities
Director	Executive oversight and quality management
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Technical Manager	Will supervise and assist with technical work related to the PeopleSoft Integration work stream
Technical Consultant	Will develop PeopleSoft integration code
Additional Specialists	Additional subject matter specialists will be utilized to assist core team members when specialized knowledge is needed

4 Customer Responsibilities

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

In particular for this engagement, Blackboard will require a high level of participation from USM leadership and project staff with direct responsibility for oversight of the project. It is assumed that the current Steering Committee will be maintained and that a dedicated Project Manager will be assigned for the duration of the project.

Blackboard's proposed services in support of Marketing and Branding do not include the purchase of advertising; it is expected that USM will retain an advertising management company for this service, and that USM will manage the process of media buying.

Our estimate assumes that USM will take responsibility for creation of and production of brochures and hardcopy items (table covers, posters, etc.) leveraging the visual standards and selected copy created by the Blackboard team.

5 Professional Fees

5.1 Services Cost

The following will be delivered on a **fixed-fee** basis, with payment due 90 days from contract date. Blackboard Consulting fees incorporate the role and requisite experience level of the assigned individuals. Blackboard Consulting will invoice the customer for the actual travel related costs incurred as part of this engagement. Travel costs are not included in this Services Cost Section. Blackboard Consulting will make reasonable efforts to manage travel costs to the customer without compromising project objectives.

Services to be provided with Release of RFI	Product Code	Fees
PeopleSoft Integration	AS-INTGR	\$33,555

VOID IF EXECUTED AFTER APRIL 30, 2010
Customer: University of Southern Mississippi

Services to be Involved with Release of R9.1	Product Code	Fees
less: preferred customer discount		(\$10,000)
Blackboard Learn for Course Delivery – Educational Program Development	AS-EDULSEDIV	\$16,000
Training Materials - Course Delivery – Face-to-Face and Online Materials Bundle	AS-MATLSBUNDBL	\$11,700
Total Fees		\$81,255

5.2 Maintenance Services

The costs for maintenance services are detailed below:

Service Name	Product Code	Term	Fee
Integration Customization Maintenance – PeopleSoft Integration	AS-ICMINT	1 year	\$8,000
less: Preferred Customer Discount for Year 1*			\$(3,000)
Total			\$5,000

* Note that after the first year, the full \$8,000 ICM fee will be charged.

6 Project Timeline

The work of the engagement will be performed between March 8 and May 30, 2010. A detailed project schedule will be developed, in concert with USM, upon project initiation.

7 Change Control

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

8 Assumptions

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

- Proposed pricing is valid for 90 days from the executed Statement of Work date for work not initiated;
- This agreement covers only the activities as described;
- Customer will provide Blackboard with access to the appropriate physical and technical environments to successfully complete the effort outlined in this document;
- Customer will complete a review of all submitted draft working products, or set of working products, in five business days unless otherwise agreed to in writing;
- The Customer shall assign a representative to be the primary point of contact for the Blackboard Project Manager. This representative shall have full authority to make all decisions regarding project scope, overall timeline, and related projects costs, as well as ensuring the necessary customer project personnel, resources, etc. are available to successfully complete the project(s);
- Quality involvement and working products from the Customer are critical to the project's success. To that end, the Customer's representative shall be responsible for coordinating all meetings that involve Customer and third-party contractor staff members, working products, and information requests in a timely fashion;
- All Consulting Services related to this Project, as outlined in this document, shall be performed on a time and materials basis;

VOID IF EXECUTED AFTER APRIL 30, 2010
Customer: University of Southern Mississippi

- Services are estimated and billed based upon an eight (8) hour workday per Consultant, forty (40) hour work week per Consultant. The applicable billing rate for the Consultants shall be at the rates set forth in the table above;
- Except as specifically noted above, fees shall be billed on a monthly basis and such bills shall be due and payable Net 30;
- The customer will bring current all outstanding invoices from previous agreements greater than thirty (30) days, prior to beginning work under this document;
- The estimates above were developed based on the estimated project duration. In the event the project exceeds the duration and crosses a new fiscal year, rate may be adjusted accordingly based on the effort expended in the new fiscal year;
- Except as otherwise stated in this Agreement with regard to the Consulting Services performed hereunder, Blackboard reserves the right to change the services it offers to its customers generally and related rates at any time; and
- If applicable, the terms and conditions in the associated Blackboard software and ASP agreements take precedence over the terms and conditions of this document.

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

BLACKBOARD

Signature

TESS FRAZIER-VICE PRESIDENT

Print Name and Title

Date: 4/7/10

CUSTOMER: University of Southern Mississippi

Signature

Print Name and Title

Date: 4/7/10



USM Purchasing
2609 WEST 4TH STREET
HATTIESBURG MS 39401
United States

Purchase Order

Dispatch via Print

Purchase Order	Date	Revision	Page
1066534	04/30/2010		1
Payment Terms	Freight Terms	Ship Via	
Net 30	FOB:Destin, frt prep'd/chrg back	BESTWAY	
Buyer	Requisition #	Requestor	
Cassell, Heather	0000047372	Smith, Kelly	

Vendor:0000012899
BLACKBOARD INC
650 MASSACHUSETTS AVENUE NW
6TH FLOOR
WASHINGTON DC 20001

Ship To: 2609 WEST 4TH STREET
HATTIESBURG MS 39401
United States

Bill To: 118 COLLEGE DRIVE #5104
HATTIESBURG MS 39406-0001
United States

Tax Exempt? Y	Tax Exempt ID: 64-740188K	Dept: Online Academic Support	Dept Id:220009	Proj/Grnt:	
Line	Quantity	UOM	Item/Description	Unit Price	Extended Amt

1	1.00	HRS	Fall 2010 assessment and implementation assistance	238,345.00	238,345.00
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Product Code: AS-EXPRESSENCE
Total of 807 hours:
Course Design- 128 hours- \$37,760.00
Marketing/Recruiting-280 hours- \$82,600.00
Course Creation Process- 80 hours- \$23,600.00
Organizational Development- 128 hours- \$37,760.00
Program Management- 191 hours- \$56,625.00

2	1.00	HRS	Implementation Planning	23,600.00	23,600.00
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Product Code: AS_IMPPLAN
Total of 80 hours

3	1.00	EA	Integration Customization Maintenance- Section Merge Tool	8,000.00	8,000.00
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Product Code: AS-ICMCRSEMERGE

Included at no cost:
Section merge tool
Life in Blackboard 9 Workshop

Invoices to be approved before payment

PLEASE PROCESS AS A WALK THRU. CONTACT HEATHER CIMINO @ 6-4190 FOR PICKUP.

Total:

269,945.00

BY 
MIKE HERNDON Director of Procurement Services
Phone (601) 266-4131
Fax (601) 266-5182

Instructions

CORRESPONDENCE should be addressed to the Purchasing department.
DISCOUNT period to be from date invoice or material is received, whichever is later.
ACKNOWLEDGE order upon receipt and give definite shipping date.
CHANGES or SUBSTITUTIONS will not be accepted without prior written approval.
CANCELLATIONS The University of Southern Mississippi reserves the right to cancel all or any part of this order not shipped in accordance with terms and conditions stated above or on vendors quotation.

EQUAL EMPLOYMENT- This purchase order is subject to the provisions of E.O. 11264 if it exceeds \$10,000 and is not otherwise exempt.

AA/EOE/ADA

AMENDMENT
TO THE BLACKBOARD MOBILE SCHEDULE DATED DECEMBER 4, 2009
BETWEEN BLACKBOARD INC. AND UNIVERSITY OF SOUTHERN MISSISSIPPI

This Amendment to the Blackboard Mobile Schedule dated December 4, 2009 ("Schedule") between Blackboard, Inc. ("Blackboard") and University of Southern Mississippi ("Customer") is made as of June 28, 2010.

The purpose of this amendment is to modify the following sections of the Blackboard Mobile Schedule. The parties hereby agree to the following terms and conditions:

1. *All references to "Blackboard Mobile Central" and/or "Mobile Central" are hereby deleted and replaced with "Blackboard Mobile".*

2. *Section 1.1, entitled Service, is hereby deleted in its entirety and replaced with the following:*

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.

3. *Section 1.2, entitled Distribution of User Software, is hereby deleted in its entirety and replaced with the following:*

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.

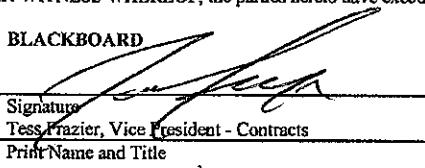
4. *Section 3.7, entitled, Mobile Central Service, is hereby deleted in its entirety and replaced with the following:*

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.

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT

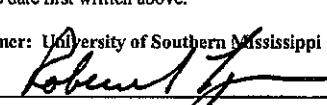
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

BLACKBOARD

Signature: 
Tess Frazier, Vice President - Contracts
Print Name and Title

Date: 6/28/2010

Customer: University of Southern Mississippi

Signature: 
Robert Lyman, Provost
Print Name and Title

Date: 6/28/10 



USM Purchasing
2609 WEST 4TH STREET
HATTIESBURG MS 39401
United States

Purchase Order

Dispatch via Print

Purchase Order	Date	Revision	Page
1068397	09/07/2010		1
Payment Terms	Freight Terms	Ship Via	
Net 30	FOB:Destin,frt prep'd/chrg back	BESTWAY	

Buyer Cassell, Heather	Requisition # 0000049180	Requestor Jones, Modist
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Ship To:	2609 WEST 4TH STREET HATTIESBURG MS 39401 United States
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Bill To:	118 COLLEGE DRIVE #5104 HATTIESBURG MS 39406-0001 United States
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Tax Exempt? Y	Tax Exempt ID: 64-740188K	Dept: Student Technology Services	Dept Id: 960038	Proj/Grnt: IT00105	
Line	Quantity	UOM	Item/Description	Unit Price	Extended Amt

1	1.00	EA	PeopleSoft Integration	23,555.00	23,555.00
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Project ID: 20052124_3

2	1.00	EA	PeopleSoft Integration ICM	5,000.00	5,000.00
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3	1.00	EA	Estimated Travel Expenses	5,114.23	5,114.23
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Product Code: AS-ICMCRSEMERGE

Phase III

Invoices to be approved before payment

REPLACES PO# 1067833-PLEASE UPDATE YOUR RECORDS.

PLEASE PROCESS AS WALK THRU. PLEASE CONTACT HEATHER CIMINO @ 4190 FOR PICKUP.

Total:	33,669.23
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Unauthorized



**RENEWAL AND REALIGNMENT AMENDMENT
TO THE LICENSE AND SERVICE AGREEMENT SOFTWARE SCHEDULE(S)
BETWEEN BLACKBOARD INC. AND UNIVERSITY OF SOUTHERN MISSISSIPPI**

This Renewal and Realignment Amendment between Blackboard Inc. ("Blackboard") and the University of Southern Mississippi ("Customer") pursuant to the License and Services Agreement Software Schedule(s), which are addenda to Customer's Master Terms dated June 26, 2006 (collectively the "Agreement") is entered into as of the last signature date below ("Amendment").

The purpose of this Amendment is to extend and realign the Term of the Agreement for an additional year.

The parties hereby agree to the following terms regarding the use of the Blackboard Software by Customer:

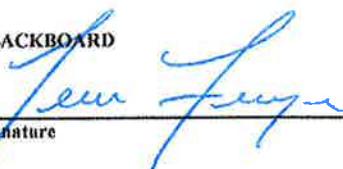
PRODUCT ID	PRODUCT DESCRIPTION	Prorated Renewal Term	Prorated Renewal Fee
AS-MATLPLICFEE	LS MATLIC F2FPK FEE	04/09/2011 - 07/31/2012	\$2,630.00
AS-MATLSOLFEE	LS MATLIC ONLINE PKG FEE	04/09/2011 - 07/31/2012	\$3,288.00
AS-ICMCRSEMERGE	SECTION MERGE ICM	04/23/2011 - 07/31/2012	\$10,701.00
AS-ICMINT	DATA INTEGRATION ICM	10/14/2011 - 07/31/2012	\$7,123.00
AS-ASPSTG	HST STAGING SERVER	07/01/2011 - 07/31/2012	\$35,477.00
AS-ASPADBW	HST ADDL BANDWIDTH IMBPS	07/01/2011 - 07/31/2012	\$6,510.00
AS-ASPCDE-NA	HOSTING CE DED NA	07/01/2011 - 07/31/2012	\$79,308.00
AS-ASPSSL	HOSTING SSL	07/01/2011 - 07/31/2012	\$542.00
AS-ASPTEST	HOSTING TEST	07/01/2011 - 07/31/2012	\$14,104.00
AS-CELTID-HENA06	CE LTD HENA 8-15K	07/01/2011 - 07/31/2012	\$49,473.00
AS-CALLCENTER	MANAGED CALL CENTER	07/01/2011 - 07/31/2012	\$68,351.00
AS-ASPADST-08	HST ADDL STORAGE 500GB	07/01/2011 - 07/31/2012	\$32,548.00
MOBILE-HENA04	MOBILE CENTRAL HENA FTE 8-15K	12/04/2011 - 07/31/2012	\$21,041.00
Renewal Totals:			\$331,096.00

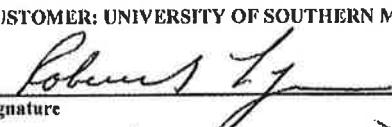
*Unless otherwise indicated in Customer's Software Schedule(s), payment of annual license fees shall be due and payable net 30 from date of invoice.

1. It is understood and agreed to by the parties that the above pricing visibility is contingent upon Customer's user band tier and commitment to the Renewal Terms outlined above.
2. Thereafter, Customer's pricing shall be pursuant to Blackboard's then current annual pricing.

All other terms and conditions remain in full force and effect.

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

BLACKBOARD

Signature
Tess Frazier, Vice President
Print Name and Title
4/26/11
Date

CUSTOMER: UNIVERSITY OF SOUTHERN MISSISSIPPI

Signature
Robert D. Lyman Provost
Print Name and Title
4/26/11
Date

VOID IF EXECUTED AFTER July 30, 2011
CUSTOMER: University of Southern Mississippi

RDL
customer initials



**BLACKBOARD LICENSE AND SERVICES AGREEMENT
COVER PAGE**

The attached documents describe the relationship between Blackboard and the Customer 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. These Master Terms hereby replace and supersede the Master Terms dated June 26, 2006.

This License and Services Agreement includes this cover page and Master Terms, and all Schedules that are attached to such Master Terms and are separately executed by the Parties. 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: Fax:	University of Southern Mississippi	Principal Contact Person: Phone:	Sells, Chkd 601/266-6611
Address:	118 College Dr. #5023 Hattiesburg, MS 39401 USA Seals,Chad	Title:	
Billing Contact: Address:	118 College Dr. #5023 Hattiesburg, MS 39401 USA 601/266-6611	Title:	
Phone: Fax:		Email Address:	[redacted] [redacted]
Initial Term of Agreement:	12 Months		

IN WITNESS WHEREOF, the parties hereto have executed this cover page as of the date written below.	
BLACKBOARD Signature	CUSTOMER: University of Southern Mississippi Signature
Print Name and Title: TESS FRAZIER- VICE PRESIDENT Date: 7/8/11	Print Name and Title: Robert D. Lynne, Provost Date: 7/8/11

BLACKBOARD 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 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 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.

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.

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 **Party**" means either Blackboard or Customer.

2.13 **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.

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

2.15 **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. Notwithstanding any provision to the contrary contained herein, it is recognized that Customer is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, §§25-61-1, et seq., Miss. Code Ann. If a public records request is made for any information provided to Customer pursuant to this agreement, Customer shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to this agreement shall be liable to the other party for disclosures of information required by court order or required by law.

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.

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.

6. FEES; EXPENSES

6.1 Fees; Payments. In consideration for Blackboard's performance under this Agreement, Customer agrees to pay Blackboard all fees required by the Schedules, as applicable, which

fees will be due in accordance with the provisions of the relevant Schedules, but in no event later than forty-five (45) days after the date of an invoice from Blackboard in accordance with the Mississippi Timely Payments Act, § 31-7-305 of the Mississippi Code, Annotated. 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 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. 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, 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 ANY ATTACHED SCHEDULE(S) AND TO THE EXTENT PERMITTED UNDER STATE OF MISSISSIPPI LAW: (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. TO THE MAXIMUM EXTENT PERMITTED BY STATE OF MISSISSIPPI 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, AND EXCLUDING THIRD PARTY CLAIMS FOR INJURY OR DEATH, EXCEED THREE TIMES (3X) 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 death or

personal injury caused by the negligence of Blackboard or 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 or Customer's own expense regarding the progress of such defense.

8.2 Exceptions. To the extent permitted under State of Mississippi law, 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. To the extent permitted under State of Mississippi law, 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. TO THE EXTENT PERMITTED UNDER STATE OF MISSISSIPPI LAW, THE FOREGOING PROVISIONS OF THIS SECTION 8 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF EACH PARTY, AND THE EXCLUSIVE REMEDY OF EACH PARTY WITH RESPECT TO 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 Mississippi 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. No right or obligation of Customer under this Agreement may be assigned, delegated or otherwise transferred, whether by agreement, operation of law or otherwise, without the express prior written consent of Blackboard, and any attempt to assign, delegate or otherwise transfer any of Customer's rights or obligations hereunder, without such consent, shall be void. Subject to the preceding sentence, this Agreement shall bind each Party and its permitted successors and assigns.

9.6 Remedies. The Parties agree that any breach of this Agreement would cause irreparable injury for which no adequate remedy at law exists; therefore, the Parties agree that equitable remedies, including without limitation, injunctive relief and specific performance, are appropriate remedies to redress any breach or threatened breach of this Agreement, in addition to other remedies available to the Parties. All rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently and shall not be deemed exclusive except as provided in Sections 5, 7 and 8.

9.7 Notices. Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, sent by facsimile, or mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed as set

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

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

9.12 Employment. Customer hereby agrees that during the Term, Customer will not, except with prior written approval of Blackboard, directly or indirectly hire (including hiring as an independent contractor) or attempt to solicit for hire, or encourage to end their relationship with Blackboard, any persons who are employed by Blackboard or have been employed by Blackboard at any time within one year preceding such attempts to hire or solicit for hire. For purposes of this Agreement, "Blackboard" includes Blackboard Inc. and its subsidiaries.

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. **END OF MASTER TERMS**

BLACKBOARD STUDENT SERVICES SCHEDULE

This Blackboard Student Services Schedule ("Schedule") is made as of the last date indicated below (the "Effective Date"), by and between Blackboard Inc., a Delaware corporation ("Blackboard"), and University of Southern Mississippi ("Customer") and is an addendum to the Master Terms between Blackboard and Customer, including the other Schedules incorporated therein (collectively, the "Agreement"). Capitalized terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the 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 "Authorized Customer Support User" means a user designated by Customer who will become familiar with the Service Desk Infrastructure and work with the Blackboard Service Desk on behalf of Customer to provide the Services to Authorized End Users.
- 1.2 "Authorized End User" means a student, faculty or staff member of Customer within the Supported Population that is part of the agreed upon scope of Services provided by Blackboard pursuant to this Schedule.
- 1.3 "Average Handle Time" means, with respect to any period, the average time (including talk time, time on hold, and wrap-up time) taken to resolve or escalate, as appropriate, all designated inbound Support Requests received during such period.
- 1.4 "Service Desk" means the Blackboard staffing associated with providing Services to Authorized End Users under this Schedule.
- 1.5 "Service Desk Infrastructure" means the enabling Support Applications that will provide back-end ticketing and Customer-facing knowledge base and related support modules, including access to self-help resources and live support via phone, chat, and web-based submissions, where applicable.
- 1.6 "Services" mean the consulting, implementation, deployment, knowledge base creation, upkeep and maintenance of a managed contact center and other services provided by Blackboard pursuant to this Schedule, as specified in more detail in Section 2.2.
- 1.7 "Support Application" means any technology, software system, or other designated support procedures/processes and related third party technologies to be covered by the Services, as set forth in this Schedule.
- 1.8 "Support Interaction" means a single "ticketed" support request that is submitted by an Authorized End User via phone, chat, e-mail or world-wide web; provided that Support Interactions shall not be deemed to include instances where Authorized End Users access the Blackboard Knowledge Base directly without contacting the Blackboard Service Desk.
- 1.9 "Support Request" means a request for Services received by Blackboard's Service Desk from an Authorized End User.
- 1.10 "Supported Population" means all Authorized End Users located at University of Southern Mississippi.

2. SPECIFICATIONS AND SCOPE

- 2.1 **Fields Being Supported.** In consideration of the fees paid by Customer hereunder, Blackboard shall provide the Services pursuant to this Schedule within the fields set forth on Attachment A (the "Supported Fields").
- 2.2 **Scope of Services.** Blackboard shall provide the privately-branded support solutions set forth on Attachment B with respect to the Supported Fields. Blackboard and Customer shall use commercially reasonable efforts to determine which Support Interactions are to be considered Tier 1 and which Support Interactions are to be considered Tier 2. All Tier 1 support shall be handled by Blackboard. All Tier 2 support shall be handled by Customer. Blackboard shall escalate all Tier 2 Support Interactions to the appropriate Customer personnel using a shared ticketing system or another process identified by Customer.
- 2.3 **Anticipated Support Interactions.** Customer and Blackboard agree that the number of monthly Support Interactions during the Initial Term or any current Renewal Term, as applicable, is estimated to be as set forth on Attachment C (the "Estimated Monthly Support Interactions"). Customer represents and warrants that the Estimated Monthly Support Interactions is a reasonable estimate. Customer may upwardly adjust Estimated Monthly Support Interactions for any future month upon delivery of 60 days prior written notice to Blackboard. In addition, at the beginning of any Renewal Term, Customer and Blackboard shall agree on an updated Estimated Monthly Support Interactions for such Renewal Term, and Attachment C shall be updated accordingly.
- 2.4 **Average Handle Time.** Customer and Blackboard agree that the estimated Average Handle Time for the Initial Term or any current Renewal Term, as applicable, shall be as set forth on Attachment D. Customer understands and agrees that if the actual Average Handle Time for any quarter exceeds the estimated Average Handle Time as set forth on Attachment D, Blackboard shall be excused from any failure to meet Service Levels for such period. At the beginning of any Renewal Term, Customer and Blackboard shall review the estimated Average Handle Time for the Initial Term or Renewal Term (as applicable) just ended and shall update Attachment D to contain the estimated Average Handle Time for the Renewal Term just beginning.

3. RESPONSIBILITIES OF THE PARTIES.

3.1 Blackboard Responsibilities.

- 3.1.1 **Provision of Service Desk Infrastructure.** Blackboard shall make access to the Service Desk Infrastructure available to Authorized Customer Support Users as outlined in this Schedule. Upon execution of this Schedule, Blackboard shall provide the Authorized Customer Support Users with access to one or more of the Blackboard team members who will be responsible for providing Customer with the Services.
- 3.1.2 **Availability and Operational Specifications.** Blackboard shall use commercially reasonable measures to make certain the Service Desk Infrastructure outlined in this Schedule is available and accessible within the parameters set forth in this Schedule during the Term. From time to time, it may be necessary for Blackboard to perform scheduled maintenance on and/or deliver upgrades to various components of the Support Applications and other technologies used in providing the Services during periods of scheduled downtime, as set forth in more detail on Attachment E.
- 3.1.3 **Account Management.** Blackboard shall provide Customer with an Account Executive and an Operational Account Manager.

- 3.1.4 **Procedures Manual.** During the implementation phase, Blackboard shall provide a draft Procedures Manual to Customer for Customer's comments and review. The Procedures Manual will describe the operations of the Service Desk, including direction, supervision, monitoring, staffing, reporting, planning and oversight activities. The Procedures Manual also will include mutually agreed problem management and escalation procedures. Blackboard shall periodically update the Procedures Manual as appropriate to reflect changes in the operations or procedures of the Service Desk.
- 3.2 **Customer Responsibilities.** Customer's responsibilities are designed to encourage close coordination and collaboration between Blackboard and Customer so that Blackboard can achieve the agreed-upon Service Levels. Customer shall have the following responsibilities in supporting Blackboard's performance of the Services:
- 3.2.1 **Service Desk Infrastructure.** Following the execution of this Schedule, Customer shall provide to Blackboard any information and training required by Blackboard to establish the Service Desk Infrastructure for Authorized Customer Support Users.
 - 3.2.2 **Customer Personnel, Facilities and Resources.** Customer will provide Blackboard with timely access to appropriate Customer personnel and will arrange for Blackboard personnel to have suitable and safe access to Customer's facilities and systems as necessary to perform the Services under this Schedule. Customer will also provide suitable office space and associated resources for Blackboard personnel working on-site, if required, including all necessary computing and office support resources, and will undertake any other responsibilities described in this Schedule.
 - 3.2.3 **Cooperation.** Customer shall assign an Executive Sponsor and a day-to-day project manager with final sign-off authority, and shall make commercially reasonable efforts to make Customer staff available to work with Blackboard personnel, in each case to answer questions and review and approve process issues, work flow, knowledge base and escalation procedures with respect to the Services.
 - 3.2.4 **Call Script.** During the implementation phase, Customer and Blackboard shall co-author the call script to be used by Blackboard representatives pursuant to this Schedule.
 - 3.2.5 **General Usage Limitations.** Customer shall use best efforts to ensure that only Authorized Customer Support Users are provided access to the Support Applications. Customer agrees that it may not cause or permit any third parties to access the Support Applications.
 - 3.2.6 **Procedures.** Customer shall follow the problem management, escalation and other procedures set forth in the Procedures Manual that are applicable to Customer.
 - 3.2.7 **Proprietary Materials/Systems.** Customer shall provide Blackboard access to Customer's proprietary systems and any other resources within the control of Customer to the extent required for Blackboard's performance of the Services.
 - 3.2.8 **Documentation/Communication.** Customer shall actively participate in scheduled review/planning meetings and shall facilitate the communication of all processes, documentation or procedures required for Blackboard to meet the agreed-upon Service Levels.
 - 3.2.9 **Training.** Customer personnel shall participate in and, as appropriate, lead training of Blackboard personnel in connection with startup of Blackboard's provision of the Services and as necessary on an ongoing basis.
 - 3.2.10 **Support User Information.** Customer shall provide Blackboard with a comprehensive list of all potential Authorized End Users, including their email addresses and other reasonably available information as Blackboard may request from time-to-time.
 - 3.2.11 **Approvals and Information.** Customer will respond promptly to any Blackboard request to provide information, approvals, decisions or authorizations that are reasonably necessary for Blackboard to perform the Services or to invoice Customer in accordance with this Schedule. If this Schedule does not specify a period for Customer's response, Blackboard will specify a time period that is reasonable in the context of the project schedule. Blackboard's request may also describe the course of action Blackboard intends to follow if it does not receive a timely response from Customer, which may include delay or suspension of the affected Services. Blackboard may follow the described course of action in the absence of a timely response from Customer. Any subsequent change requested by Customer will be subject to mutual agreement.
 - 3.2.12 **Change Management Processes.** Customer shall participate in monthly change management discussions and shall, to the extent reasonably possible, provide Blackboard with no less than 60 days prior notice of events which Customer anticipates will increase volume of the Services provided under this Schedule.

4. CHANGE ORDERS

- 4.1 **Changes to Schedule.** Either party may propose changes to the Services under this Schedule. Requests for changes will be submitted to the other party in writing for consideration of feasibility and the likely effect on the fees for the Services. The parties will mutually agree upon any proposed changes, including adjustments to fees, and will document the agreed changes in one or more change orders.

- 4.2 **Proceeding on Oral Instructions.** Blackboard may proceed with and be compensated for performing changed work for a period of up to thirty (30) calendar days if Blackboard receives an oral instruction to proceed from Customer's Engagement Manager or another authorized representative and Blackboard sends a written confirmation of the oral instruction to Customer.

5. SERVICE LEVELS

- 5.1 **Service Levels.** Blackboard will use commercially reasonable efforts to achieve the service levels set forth on Attachment E (the "Service Levels").

6. FEES AND PAYMENT TERMS

- 6.1 **Fees.** In consideration of the Services provided by Blackboard hereunder, Customer shall pay to Blackboard the fees set forth on Attachment E subject to and in accordance with the terms and conditions of this Section 6. Except as otherwise set forth in this Schedule, all fees shall be non-cancellable and non-refundable.

CUSTOMER: University of Southern Mississippi

6.2 Payment Terms

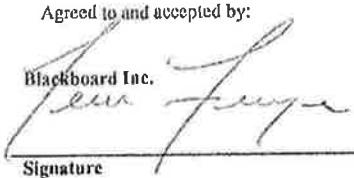
- 6.2.1 On an annual basis at the beginning of the Initial Term and any Renewal Term (each as defined below), Blackboard shall invoice Customer for all fees due with respect to the Initial Term or such Renewal Term, as applicable.
- 6.2.2 Customer acknowledges and agrees that to the extent that the number of monthly Support Interactions is greater than the Estimated Monthly Support Interactions for such month (the "Excess Support Interactions"), Blackboard may charge Customer for such Excess Support Interactions at a rate of \$12 per Excess Support Interaction. Fees associated with Excess Support Interactions shall be due and payable by Customer in accordance with the Mississippi Timely Payments Act, § 31-7-305 of the Mississippi Code, Annotated following receipt of an applicable invoice from Blackboard.
- 6.2.3 The Services shall be deemed to be available upon the Effective Date of this Schedule, and Blackboard may invoice Customer for the Services, even if Customer does not take advantage of some or all of the benefits of the Services due to Customer's (or its other suppliers') action or inaction.
- 6.2.4 Except as otherwise required by this Section 6, all amounts payable under this Schedule shall be subject to the applicable provisions of the Master Terms.

7.1 TERM OF SCHEDULE

The initial term of this Schedule shall commence as of the Effective Date and shall continue in effect for a period of 12 months (the "Initial Term" and together with any Renewal Term(s), the "Term"), unless earlier terminated. Thereafter, this Schedule shall 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 sixty (60) days prior to the end of the Initial Term or then-current Renewal Term, as applicable. In such case, Customer shall pay any outstanding fees pursuant to Section 6.

Agreed to and accepted by:

Blackboard Inc.



Tess Frazier

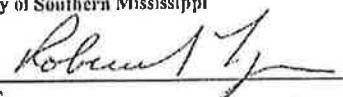
Signature

Tess Frazier, VP-Contracts

Print Name and Title

Date: 7/8/11

University of Southern Mississippi



Robert D. Lymon

Signature

Robert D. Lymon, Provost

Print Name and Title

Date:

7/8/11

Attachment A

Supported Fields

The following shall be considered "Supported Fields" for purposes of this Schedule (check all that apply):

- eLearning Support Services
 - Student Lifecycle Management Services
 - Enrollment Management
 - Financial Aid
 - Student Accounts
 - Retention
- IT Support Services

Attachment B

Support Solutions

- **Phone:** Blackboard will answer all incoming phone calls to Customer. Blackboard will respond with the information sought from a customized knowledgebase and route non-routine calls to the correct office or resource. This support solution includes the following attributes:
 - i. Toll-free phone number
 - ii. Fully staffed and available for both institution-based and distance learners 24/7/365
 - iii. Customized and branded scripting and messaging
 - **Web-Based Submission:** Blackboard will reply to web requests (tickets) submitted via the ticketing system for support. Blackboard will respond with the information sought from a customized knowledge base and route non-routine web-based submissions to the designated resource or process that is identified by Customer.
 - **e-Chat:** Blackboard will provide support via e-Chat. This support solution includes the following attributes:
 - i. A direct, chat-based messaging link to a certified Blackboard support representative
 - ii. Fully staffed and available for campus-based and distance learners 24/7/365
 - iii. Users are provided with a detailed chat transcript after each session
 - iv. Integrated with ticket tracking Support Applications to ensure comprehensive reporting of both chat-based and phone-based inquiries
 - **Knowledge Base:** Blackboard will maintain a web-based knowledge base with the following attributes:
 - i. Customized and branded
 - ii. Integrated within and throughout the Blackboard system
 - iii. May be accessed directly from the log-in page of the course management system or portal, or directly from a course by clicking on the relevant "help" icon
 - iv. Searchable, customizable, and fully managed by a dedicated Blackboard account manager
 - v. Includes knowledge base articles, tip sheets, and frequently asked questions
 - **Reporting:** Blackboard will make available to Customer customized telephony reporting of the following metrics:
 - i. Number of calls and their average length
 - o Per Day
 - o Per Month
 - ii. Average speed to answer calls
 - iii. Actual process duration (total call minutes)
 - iv. Support inquiry by category
- Ticketing System:** Blackboard will provide a shared ticketing system with the following attributes:
- v. Allows for tracking, reporting and workflow
 - vi. Custom workflow and reporting fields, alerts and notifications
- **Surveys:** Blackboard will allow Authorized End Users to respond to customized surveys to help Customer measure Authorized End User satisfaction.

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Attachment C
Estimated Monthly Support Interactions
(Not Applicable)

MONTH	Estimated Monthly Support Interactions
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	
Total	

CUSTOMER: University of Southern Mississippi

**Attachment D
Average Handle Time**

[9 mins]

Attachment E

Service Levels

Blackboard shall provide Customer with the Services at or above the Service Levels described below. Upon notice by Blackboard to Customer, or by Customer to Blackboard, of Blackboard's failure to meet the Service Levels for any period, Blackboard shall have ten (10) days to remedy such failure. Upon the second notification for failure to perform for a stated quarterly term, Customer shall be entitled to a credit of the Service Desk fees owed by Customer for the quarterly term in which such failure occurred to the Customer's next invoice, if any, as set forth in the chart below.

Metric	Definition	Measurement Method	Service Level	Quarterly Credit
<u>Live Phone Average Speed to Answer</u>	Average Speed to Answer ("ASA") means the time required to answer a call from any Authorized End User, calculated as the time elapsed from when the Authorized End User selects an option from the telephone menu leading to a Blackboard agent until the point at which a Blackboard agent answers the call.	This Service Level shall be measured on a quarterly basis as the ASA for all calls from Authorized End Users that are answered by Blackboard agents during the previous quarter.	<3 minutes	[5%]

Any credits shall be applied to the next succeeding annual invoice. In no event shall the total credits for any Service accruing in any quarter, whether defined in this Attachment or elsewhere, exceed the then-current annual subscription fee divided by 12. Customer's sole remedy for Blackboard's failure to achieve the Service Levels for a Service as specified in this Attachment shall be the service credits described herein.

~~Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree that Blackboard's obligation to meet the Service Levels is contingent upon the accuracy of the Assigned Monthly Volume set forth on Attachment C and the accuracy of the Estimated Monthly Support Interactions and that, notwithstanding anything in this Schedule to the contrary, Service Levels shall not apply for any period (a) if actual call volume exceeds Assigned Monthly Volume for such period, (b) if actual Average Handle Time exceeds the estimated Average Handle Time set forth on Attachment C for such period, (c) if actual monthly Support Interactions exceed Estimated Monthly Support Interactions or (d) in the event of server/network slowdowns, outages, or similar technical issues within such period that are reasonably documented by Blackboard (other than a Service Outage). In addition, Blackboard shall have no liability under this Schedule to the extent any nonconformity with the Service Levels arises, in whole or in part, from any failure by Customer to fulfill its obligations described in this Schedule.~~

Scheduled Maintenance:

Blackboard will be entitled to no more than two (2) scheduled maintenance periods per quarter. Blackboard will provide 24 hours of notice to Customer for scheduled maintenance expected to last under an hour. Blackboard will provide at least one calendar week of notice to Customer for scheduled maintenance expected to continue for between one and four hours. Blackboard will provide Customer at least two calendar weeks of notice to Customer for scheduled maintenance expected to continue for more than 4 hours; any such extended scheduled maintenance must be performed between 10pm and 6am Pacific Time. Blackboard shall use commercially reasonable efforts to schedule maintenance not during periods of peak usage. Scheduled maintenance meeting the requirements of this paragraph shall not be considered for purposes of evaluating whether Blackboard has met the Service Levels for any period. If Blackboard notifies Customer of scheduled maintenance but the Service remains accessible by Customer and Customer's end users during such period, the notification will not count against the two (2) scheduled maintenance periods for that quarter.

Outages:

In the event a Service is inaccessible by Customer or Authorized End Users (an "Outage"), Customer shall notify Blackboard via email to Blackboard's technical contact. Blackboard will investigate the Outage and determine if the Outage is a Service Outage. If the Outage qualifies as a Service Outage, Blackboard will confirm the Outage and provide Customer with a time estimate for resolution of the problem, if known at that time. If the Outage does not qualify as a Service Outage, Blackboard will so notify Customer. A "Service Outage" is an Outage due to the failure of any element of the Service controlled by Blackboard (including unscheduled maintenance on

the Service); provided that inaccessibility due to failures of software accessed by the Service (including software provided by Blackboard) is not considered a "Service Outage". Clients utilizing Blackboard managed hosting services may benefit from a more efficient reporting of Service Outages due to a streamlined reporting relationship between Blackboard Student Services and Blackboard's managed hosting department.

Root Cause Analysis:

Following recovery from any Service Outage, Blackboard will provide Customer with a post-incident summary that will include:

- cause of the Service Outage (if determined);
- method used to remedy the cause; and
- measures Blackboard will take to prevent similar Service Outages in the future (if any).

CUSTOMER: University of Southern Mississippi

Attachment E

Fees

Price per user:	\$7.00
Contact Center Operations (price per user times amount of users)	\$105,000
Price Reduction	<- \$63,000>
Contact Center Infrastructure	\$10,500
Project and Account Management and Maintenance	\$10,500
TOTAL Price, Annualized	\$63,000

VOID IF EXECUTED AFTER July 30, 2011
CUSTOMER: University of Southern Mississippi

1st customer initials



Blackboard

BLACKBOARD LICENSE AND SERVICES AGREEMENT
COVER PAGE

The attached documents describe the relationship between Blackboard and the Customer 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. These Master Terms hereby replace and supersede the Master Terms dated June 26, 2006.

This License and Services Agreement includes this cover page and Master Terms, and all Schedules that are attached to such Master Terms and are separately executed by the Parties. 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:	University of Southern Mississippi	Principal Contact Person:	Seals, Chad
Fax:		Phone:	601/266-6611
Address:	118 College Dr. #5023 Hattiesburg, MS 39401 USA		
Billing Contact:	Seals, Chad	Title:	
Address:	118 College Dr. #5023 Hattiesburg, MS 39401 USA		
Phone:	601/266-6611	Email Address:	chad.seals@usm.edu
Fax:			
Initial Term of Agreement:	12 Months		

IN WITNESS WHEREOF, the parties hereby have executed this cover page as of the date written below.

BLACKBOARD	CUSTOMER: University of Southern Mississippi
Signature:	Signature:
Print Name and Title: TESS FRAZIER- VICE PRESIDENT	Print Name and Title: Robert D. Lyman, Provost
Date: 7/8/11	Date: 7/8/11

BLACKBOARD 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 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 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.

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/or 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.

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 **Party** means either Blackboard or Customer.

2.13 **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.

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

2.15 **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. Notwithstanding any provision to the contrary contained herein, it is recognized that Customer is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, §§25-61-1, et seq., Miss. Code Ann. If a public records request is made for any information provided to Customer pursuant to this agreement, Customer shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to this agreement shall be liable to the other party for disclosures of information required by court order or required by law.

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.

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.

6. FEES; EXPENSES

6.1 Fees; Payments. In consideration for Blackboard's performance under this Agreement, Customer agrees to pay Blackboard all fees required by the Schedules, as applicable, which

fees will be due in accordance with the provisions of the relevant Schedules, but in no event later than forty-five (45) days after the date of an invoice from Blackboard in accordance with the Mississippi Timely Payments Act, § 31-7-305 of the Mississippi Code, Annotated. 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 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. 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, 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 ANY ATTACHED SCHEDULE(S) AND TO THE EXTENT PERMITTED UNDER STATE OF MISSISSIPPI LAW: (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. TO THE MAXIMUM EXTENT PERMITTED BY STATE OF MISSISSIPPI 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, AND EXCLUDING THIRD PARTY CLAIMS FOR INJURY OR DEATH, EXCEED THREE TIMES (3X) 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 death or

personal injury caused by the negligence of Blackboard or 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 or Customer's own expense regarding the progress of such defense.

8.2 Exceptions. To the extent permitted under State of Mississippi law, 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. To the extent permitted under State of Mississippi law, 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. TO THE EXTENT PERMITTED UNDER STATE OF MISSISSIPPI LAW, THE FOREGOING PROVISIONS OF THIS SECTION 8 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF EACH PARTY, AND THE EXCLUSIVE REMEDY OF EACH PARTY WITH RESPECT TO 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 Mississippi 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. No right or obligation of Customer under this Agreement may be assigned, delegated or otherwise transferred, whether by agreement, operation of law or otherwise, without the express prior written consent of Blackboard, and any attempt to assign, delegate or otherwise transfer any of Customer's rights or obligations hereunder, without such consent, shall be void. Subject to the preceding sentence, this Agreement shall bind each Party and its permitted successors and assigns.

9.6 Remedies. The Parties agree that any breach of this Agreement would cause irreparable injury for which no adequate remedy at law exists; therefore, the Parties agree that equitable remedies, including without limitation, injunctive relief and specific performance, are appropriate remedies to redress any breach or threatened breach of this Agreement, in addition to other remedies available to the Parties. All rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently and shall not be deemed exclusive except as provided in Sections 5, 7 and 8.

9.7 Notices. Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, sent by facsimile, or mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed as set

CUSTOMER: University of Southern Mississippi

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

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

9.12 Employment. Customer hereby agrees that during the Term, Customer will not, except with prior written approval of Blackboard, directly or indirectly hire (including hiring as an independent contractor) or attempt to solicit for hire, or encourage to end their relationship with Blackboard, any persons who are employed by Blackboard or have been employed by Blackboard at any time within one year preceding such attempts to hire or solicit for hire. For purposes of this Agreement, "Blackboard" includes Blackboard Inc. and its subsidiaries.

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. **END OF MASTER TERMS**

BLACKBOARD STUDENT SERVICES SCHEDULE

This Blackboard Student Services Schedule ("Schedule") is made as of the last date indicated below (the "Effective Date"), by and between Blackboard Inc., a Delaware corporation ("Blackboard"), and University of Southern Mississippi ("Customer") and is an addendum to the Master Terms between Blackboard and Customer, including the other Schedules incorporated therein (collectively, the "Agreement"). Capitalized terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the 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 "Authorized Customer Support User" means a user designated by Customer who will become familiar with the Service Desk Infrastructure and work with the Blackboard Service Desk on behalf of Customer to provide the Services to Authorized End Users.
- 1.2 "Authorized End User" means a student, faculty or staff member of Customer within the Supported Population that is part of the agreed upon scope of Services provided by Blackboard pursuant to this Schedule.
- 1.3 "Average Handle Time" means, with respect to any period, the average time (including talk time, time on hold, and wrap-up time) taken to resolve or escalate, as appropriate, all designated inbound Support Requests received during such period.
- 1.4 "Service Desk" means the Blackboard staffing associated with providing Services to Authorized End Users under this Schedule.
- 1.5 "Service Desk Infrastructure" means the enabling Support Applications that will provide back-end ticketing and Customer-facing knowledge base and related support modules, including access to self-help resources and live support via phone, chat, and web-based submissions, where applicable.
- 1.6 "Services" mean the consulting, implementation, deployment, knowledge base creation, upkeep and maintenance of a managed contact center and other services provided by Blackboard pursuant to this Schedule, as specified in more detail in Section 2.2.
- 1.7 "Support Application" means any technology, software system, or other designated support procedures/processes and related third party technologies to be covered by the Services, as set forth in this Schedule.
- 1.8 "Support Interaction" means a single "ticketed" support request that is submitted by an Authorized End User via phone, chat, e-mail or world-wide web; provided that Support Interactions shall not be deemed to include instances where Authorized End Users access the Blackboard Knowledge Base directly without contacting the Blackboard Service Desk.
- 1.9 "Support Request" means a request for Services received by Blackboard's Service Desk from an Authorized End User.
- 1.10 "Supported Population" means all Authorized End Users located at University of Southern Mississippi.

2. SPECIFICATIONS AND SCOPE

- 2.1 **Fields Being Supported.** In consideration of the fees paid by Customer hereunder, Blackboard shall provide the Services pursuant to this Schedule within the fields set forth on Attachment A (the "Supported Fields").
- 2.2 **Scope of Services.** Blackboard shall provide the privately-branded support solutions set forth on Attachment B with respect to the Supported Fields. Blackboard and Customer shall use commercially reasonable efforts to determine which Support Interactions are to be considered Tier 1 and which Support Interactions are to be considered Tier 2. All Tier 1 support shall be handled by Blackboard. All Tier 2 support shall be handled by Customer. Blackboard shall escalate all Tier 2 Support Interactions to the appropriate Customer personnel using a shared ticketing system or another process identified by Customer.
- 2.3 **Anticipated Support Interactions.** Customer and Blackboard agree that the number of monthly Support Interactions during the Initial Term or any current Renewal Term, as applicable, is estimated to be as set forth on Attachment C (the "Estimated Monthly Support Interactions"). Customer represents and warrants that the Estimated Monthly Support Interactions is a reasonable estimate. Customer may upwardly adjust Estimated Monthly Support Interactions for any future month upon delivery of 60 days prior written notice to Blackboard. In addition, at the beginning of any Renewal Term, Customer and Blackboard shall agree on an updated Estimated Monthly Support Interactions for such Renewal Term, and Attachment C shall be updated accordingly.
- 2.4 **Average Handle Time.** Customer and Blackboard agree that the estimated Average Handle Time for the Initial Term or any current Renewal Term, as applicable, shall be as set forth on Attachment D. Customer understands and agrees that if the actual Average Handle Time for any quarter exceeds the estimated Average Handle Time as set forth on Attachment D, Blackboard shall be excused from any failure to meet Service Levels for such period. At the beginning of any Renewal Term, Customer and Blackboard shall review the estimated Average Handle Time for the Initial Term or Renewal Term (as applicable) just ended and shall update Attachment D to contain the estimated Average Handle Time for the Renewal Term just beginning.

3. RESPONSIBILITIES OF THE PARTIES.

3.1 Blackboard Responsibilities.

- 3.1.1 **Provision of Service Desk Infrastructure.** Blackboard shall make access to the Service Desk Infrastructure available to Authorized Customer Support Users as outlined in this Schedule. Upon execution of this Schedule, Blackboard shall provide the Authorized Customer Support Users with access to one or more of the Blackboard team members who will be responsible for providing Customer with the Services.
- 3.1.2 **Availability and Operational Specifications.** Blackboard shall use commercially reasonable measures to make certain the Service Desk Infrastructure outlined in this Schedule is available and accessible within the parameters set forth in this Schedule during the Term. From time to time, it may be necessary for Blackboard to perform scheduled maintenance on and/or deliver upgrades to various components of the Support Applications and other technologies used in providing the Services during periods of scheduled downtime, as set forth in more detail on Attachment E.
- 3.1.3 **Account Management.** Blackboard shall provide Customer with an Account Executive and an Operational Account Manager.

- 3.1.4 **Procedures Manual.** During the implementation phase, Blackboard shall provide a draft Procedures Manual to Customer for Customer's comments and review. The Procedures Manual will describe the operations of the Service Desk, including direction, supervision, monitoring, staffing, reporting, planning and oversight activities. The Procedures Manual also will include mutually agreed problem management and escalation procedures. Blackboard shall periodically update the Procedures Manual as appropriate to reflect changes in the operations or procedures of the Service Desk.
- 3.2 **Customer Responsibilities.** Customer's responsibilities are designed to encourage close coordination and collaboration between Blackboard and Customer so that Blackboard can achieve the agreed-upon Service Levels. Customer shall have the following responsibilities in supporting Blackboard's performance of the Services:
- 3.2.1 **Service Desk Infrastructure.** Following the execution of this Schedule, Customer shall provide to Blackboard any information and training required by Blackboard to establish the Service Desk Infrastructure for Authorized Customer Support Users.
 - 3.2.2 **Customer Personnel, Facilities and Resources.** Customer will provide Blackboard with timely access to appropriate Customer personnel and will arrange for Blackboard personnel to have suitable and safe access to Customer's facilities and systems as necessary to perform the Services under this Schedule. Customer will also provide suitable office space and associated resources for Blackboard personnel working on-site, if required, including all necessary computing and office support resources, and will undertake any other responsibilities described in this Schedule.
 - 3.2.3 **Cooperation.** Customer shall assign an Executive Sponsor and a day-to-day project manager with final sign-off authority, and shall make commercially reasonable efforts to make Customer staff available to work with Blackboard personnel, in each case to answer questions and review and approve process issues, work flow, knowledge base and escalation procedures with respect to the Services.
 - 3.2.4 **Call Script.** During the implementation phase, Customer and Blackboard shall co-author the call script to be used by Blackboard representatives pursuant to this Schedule.
 - 3.2.5 **General Usage Limitations.** Customer shall use best efforts to ensure that only Authorized Customer Support Users are provided access to the Support Applications. Customer agrees that it may not cause or permit any third parties to access the Support Applications.
 - 3.2.6 **Procedures.** Customer shall follow the problem management, escalation and other procedures set forth in the Procedures Manual that are applicable to Customer.
 - 3.2.7 **Proprietary Materials/Systems.** Customer shall provide Blackboard access to Customer's proprietary systems and any other resources within the control of Customer to the extent required for Blackboard's performance of the Services.
 - 3.2.8 **Documentation/Communication.** Customer shall actively participate in scheduled review/planning meetings and shall facilitate the communication of all processes, documentation or procedures required for Blackboard to meet the agreed-upon Service Levels.
 - 3.2.9 **Training.** Customer personnel shall participate in and, as appropriate, lead training of Blackboard personnel in connection with startup of Blackboard's provision of the Services and as necessary on an ongoing basis.
 - 3.2.10 **Support User Information.** Customer shall provide Blackboard with a comprehensive list of all potential Authorized End Users, including their email addresses and other reasonably available information as Blackboard may request from time-to-time.
 - 3.2.11 **Approvals and Information.** Customer will respond promptly to any Blackboard request to provide information, approvals, decisions or authorizations that are reasonably necessary for Blackboard to perform the Services or to invoice Customer in accordance with this Schedule. If this Schedule does not specify a period for Customer's response, Blackboard will specify a time period that is reasonable in the context of the project schedule. Blackboard's request may also describe the course of action Blackboard intends to follow if it does not receive a timely response from Customer, which may include delay or suspension of the affected Services. Blackboard may follow the described course of action in the absence of a timely response from Customer. Any subsequent change requested by Customer will be subject to mutual agreement.
 - 3.2.12 **Change Management Processes.** Customer shall participate in monthly change management discussions and shall, to the extent reasonably possible, provide Blackboard with no less than 60 days prior notice of events which Customer anticipates will increase volume of the Services provided under this Schedule.

4. CHANGE ORDERS

- 4.1 **Changes to Schedule.** Either party may propose changes to the Services under this Schedule. Requests for changes will be submitted to the other party in writing for consideration of feasibility and the likely effect on the fees for the Services. The parties will mutually agree upon any proposed changes, including adjustments to fees, and will document the agreed changes in one or more change orders.

- 4.2 **Proceeding on Oral Instructions.** Blackboard may proceed with and be compensated for performing changed work for a period of up to thirty (30) calendar days if Blackboard receives an oral instruction to proceed from Customer's Engagement Manager or another authorized representative and Blackboard sends a written confirmation of the oral instruction to Customer.

5. SERVICE LEVELS

- 5.1 **Service Levels.** Blackboard will use commercially reasonable efforts to achieve the service levels set forth on Attachment E (the "Service Levels").

6. FEES AND PAYMENT TERMS

- 6.1 **Fees.** In consideration of the Services provided by Blackboard hereunder, Customer shall pay to Blackboard the fees set forth on Attachment E subject to and in accordance with the terms and conditions of this Section 6. Except as otherwise set forth in this Schedule, all fees shall be non-cancellable and non-refundable.

6.2 Payment Terms

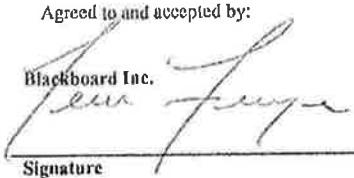
- 6.2.1 On an annual basis at the beginning of the Initial Term and any Renewal Term (each as defined below), Blackboard shall invoice Customer for all fees due with respect to the Initial Term or such Renewal Term, as applicable.
- 6.2.2 Customer acknowledges and agrees that to the extent that the number of monthly Support Interactions is greater than the Estimated Monthly Support Interactions for such month (the "Excess Support Interactions"), Blackboard may charge Customer for such Excess Support Interactions at a rate of \$12 per Excess Support Interaction. Fees associated with Excess Support Interactions shall be due and payable by Customer in accordance with the Mississippi Timely Payments Act, § 31-7-305 of the Mississippi Code, Annotated following receipt of an applicable invoice from Blackboard.
- 6.2.3 The Services shall be deemed to be available upon the Effective Date of this Schedule, and Blackboard may invoice Customer for the Services, even if Customer does not take advantage of some or all of the benefits of the Services due to Customer's (or its other suppliers') action or inaction.
- 6.2.4 Except as otherwise required by this Section 6, all amounts payable under this Schedule shall be subject to the applicable provisions of the Master Terms.

7.1 TERM OF SCHEDULE

The initial term of this Schedule shall commence as of the Effective Date and shall continue in effect for a period of 12 months (the "Initial Term" and together with any Renewal Term(s), the "Term"), unless earlier terminated. Thereafter, this Schedule shall 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 sixty (60) days prior to the end of the Initial Term or then-current Renewal Term, as applicable. In such case, Customer shall pay any outstanding fees pursuant to Section 6.

Agreed to and accepted by:

Blackboard Inc.



Tess Frazier

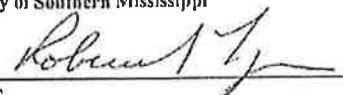
Signature

Tess Frazier, VP-Contracts

Print Name and Title

Date: 7/8/11

University of Southern Mississippi



Robert D. Lymon

Signature

Robert D. Lymon, Provost

Print Name and Title

Date:

7/8/11

Attachment A

Supported Fields

The following shall be considered "Supported Fields" for purposes of this Schedule (check all that apply):

- eLearning Support Services
 - Student Lifecycle Management Services
 - Enrollment Management
 - Financial Aid
 - Student Accounts
 - Retention
- IT Support Services

Attachment B

Support Solutions

- **Phone:** Blackboard will answer all incoming phone calls to Customer. Blackboard will respond with the information sought from a customized knowledgebase and route non-routine calls to the correct office or resource. This support solution includes the following attributes:
 - i. Toll-free phone number
 - ii. Fully staffed and available for both institution-based and distance learners 24/7/365
 - iii. Customized and branded scripting and messaging
 - **Web-Based Submission:** Blackboard will reply to web requests (tickets) submitted via the ticketing system for support. Blackboard will respond with the information sought from a customized knowledge base and route non-routine web-based submissions to the designated resource or process that is identified by Customer.
 - **e-Chat:** Blackboard will provide support via e-Chat. This support solution includes the following attributes:
 - i. A direct, chat-based messaging link to a certified Blackboard support representative
 - ii. Fully staffed and available for campus-based and distance learners 24/7/365
 - iii. Users are provided with a detailed chat transcript after each session
 - iv. Integrated with ticket tracking Support Applications to ensure comprehensive reporting of both chat-based and phone-based inquiries
 - **Knowledge Base:** Blackboard will maintain a web-based knowledge base with the following attributes:
 - i. Customized and branded
 - ii. Integrated within and throughout the Blackboard system
 - iii. May be accessed directly from the log-in page of the course management system or portal, or directly from a course by clicking on the relevant "help" icon
 - iv. Searchable, customizable, and fully managed by a dedicated Blackboard account manager
 - v. Includes knowledge base articles, tip sheets, and frequently asked questions
 - **Reporting:** Blackboard will make available to Customer customized telephony reporting of the following metrics:
 - i. Number of calls and their average length
 - o Per Day
 - o Per Month
 - ii. Average speed to answer calls
 - iii. Actual process duration (total call minutes)
 - iv. Support inquiry by category
- Ticketing System:** Blackboard will provide a shared ticketing system with the following attributes:
- v. Allows for tracking, reporting and workflow
 - vi. Custom workflow and reporting fields, alerts and notifications
- **Surveys:** Blackboard will allow Authorized End Users to respond to customized surveys to help Customer measure Authorized End User satisfaction.

CUSTOMER: University of Southern Mississippi

Attachment C
Estimated Monthly Support Interactions
(Not Applicable)

MONTH	Estimated Monthly Support Interactions
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	
Total	

CUSTOMER: University of Southern Mississippi

**Attachment D
Average Handle Time**

[9 mins]

Attachment E

Service Levels

Blackboard shall provide Customer with the Services at or above the Service Levels described below. Upon notice by Blackboard to Customer, or by Customer to Blackboard, of Blackboard's failure to meet the Service Levels for any period, Blackboard shall have ten (10) days to remedy such failure. Upon the second notification for failure to perform for a stated quarterly term, Customer shall be entitled to a credit of the Service Desk fees owed by Customer for the quarterly term in which such failure occurred to the Customer's next invoice, if any, as set forth in the chart below.

Metric	Definition	Measurement Method	Service Level	Quarterly Credit
<u>Live Phone Average Speed to Answer</u>	Average Speed to Answer ("ASA") means the time required to answer a call from any Authorized End User, calculated as the time elapsed from when the Authorized End User selects an option from the telephone menu leading to a Blackboard agent until the point at which a Blackboard agent answers the call.	This Service Level shall be measured on a quarterly basis as the ASA for all calls from Authorized End Users that are answered by Blackboard agents during the previous quarter.	<3 minutes	[5%]

Any credits shall be applied to the next succeeding annual invoice. In no event shall the total credits for any Service accruing in any quarter, whether defined in this Attachment or elsewhere, exceed the then-current annual subscription fee divided by 12. Customer's sole remedy for Blackboard's failure to achieve the Service Levels for a Service as specified in this Attachment shall be the service credits described herein.

~~Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree that Blackboard's obligation to meet the Service Levels is contingent upon the accuracy of the Assigned Monthly Volume set forth on Attachment C and the accuracy of the Estimated Monthly Support Interactions and that, notwithstanding anything in this Schedule to the contrary, Service Levels shall not apply for any period (a) if actual call volume exceeds Assigned Monthly Volume for such period, (b) if actual Average Handle Time exceeds the estimated Average Handle Time set forth on Attachment C for such period, (c) if actual monthly Support Interactions exceed Estimated Monthly Support Interactions or (d) in the event of server/network slowdowns, outages, or similar technical issues within such period that are reasonably documented by Blackboard (other than a Service Outage). In addition, Blackboard shall have no liability under this Schedule to the extent any nonconformity with the Service Levels arises, in whole or in part, from any failure by Customer to fulfill its obligations described in this Schedule.~~

Scheduled Maintenance:

Blackboard will be entitled to no more than two (2) scheduled maintenance periods per quarter. Blackboard will provide 24 hours of notice to Customer for scheduled maintenance expected to last under an hour. Blackboard will provide at least one calendar week of notice to Customer for scheduled maintenance expected to continue for between one and four hours. Blackboard will provide Customer at least two calendar weeks of notice to Customer for scheduled maintenance expected to continue for more than 4 hours; any such extended scheduled maintenance must be performed between 10pm and 6am Pacific Time. Blackboard shall use commercially reasonable efforts to schedule maintenance not during periods of peak usage. Scheduled maintenance meeting the requirements of this paragraph shall not be considered for purposes of evaluating whether Blackboard has met the Service Levels for any period. If Blackboard notifies Customer of scheduled maintenance but the Service remains accessible by Customer and Customer's end users during such period, the notification will not count against the two (2) scheduled maintenance periods for that quarter.

Outages:

In the event a Service is inaccessible by Customer or Authorized End Users (an "Outage"), Customer shall notify Blackboard via email to Blackboard's technical contact. Blackboard will investigate the Outage and determine if the Outage is a Service Outage. If the Outage qualifies as a Service Outage, Blackboard will confirm the Outage and provide Customer with a time estimate for resolution of the problem, if known at that time. If the Outage does not qualify as a Service Outage, Blackboard will so notify Customer. A "Service Outage" is an Outage due to the failure of any element of the Service controlled by Blackboard (including unscheduled maintenance on

the Service); provided that inaccessibility due to failures of software accessed by the Service (including software provided by Blackboard) is not considered a "Service Outage". Clients utilizing Blackboard managed hosting services may benefit from a more efficient reporting of Service Outages due to a streamlined reporting relationship between Blackboard Student Services and Blackboard's managed hosting department.

Root Cause Analysis:

Following recovery from any Service Outage, Blackboard will provide Customer with a post-incident summary that will include:

- cause of the Service Outage (if determined);
- method used to remedy the cause; and
- measures Blackboard will take to prevent similar Service Outages in the future (if any).

CUSTOMER: University of Southern Mississippi

Attachment E

Fees

Price per user:	\$7.00
Contact Center Operations (price per user times amount of users)	\$105,000
Price Reduction	<- \$63,000>
Contact Center Infrastructure	\$10,500
Project and Account Management and Maintenance	\$10,500
TOTAL Price, Annualized	\$63,000



Blackboard

**BLACKBOARD LICENSE AND SERVICES AGREEMENT
COVER PAGE**

The attached documents describe the relationship between Blackboard and the Customer 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. These Master Terms hereby replace and supersede the Master Terms dated June 26, 2006.

This License and Services Agreement includes this cover page and Master Terms, and all Schedules that are attached to such Master Terms and are separately executed by the Parties. 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:	University of Southern Mississippi	Principal Contact Person:	Seals,Chad
Fax:		Phone:	601/266-6611
Address:	118 College Dr. #5023 Hattiesburg, MS 39401 USA		
Billing Contact:	Seals,Chad	Title:	
Address:	118 College Dr. #5023 Hattiesburg, MS 39401 USA		
Phone:	601/266-6611	Email Address:	chad.seals@usm.edu
Fax:			
Initial Term of Agreement:	12 Months		

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

BLACKBOARD	CUSTOMER: University of Southern Mississippi
Signature	Signature
<i>Robert T Frazier</i>	<i>Robert D. Lyman Provost</i>
Print Name and Title: TESS FRAZIER- VICE PRESIDENT	Print Name and Title
Date:	Date: 7/8/11

BLACKBOARD 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 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 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.

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.

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 "Party" means either Blackboard or Customer.

2.13 "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.

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

2.15 "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. Notwithstanding any provision to the contrary contained herein, it is recognized that Customer is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, §§25-61-1, et seq., Miss. Code Ann. If a public records request is made for any information provided to Customer pursuant to this agreement, Customer shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to this agreement shall be liable to the other party for disclosures of information required by court order or required by law.

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.

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.

6. FEES; EXPENSES

6.1 Fees; Payments. In consideration for Blackboard's performance under this Agreement, Customer agrees to pay Blackboard all fees required by the Schedules, as applicable, which

fees will be due in accordance with the provisions of the relevant Schedules, but in no event later than forty-five (45) days after the date of an invoice from Blackboard in accordance with the Mississippi Timely Payments Act, § 31-7-305 of the Mississippi Code, Annotated. 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 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. 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, 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 ANY ATTACHED SCHEDULE(S) AND TO THE EXTENT PERMITTED UNDER STATE OF MISSISSIPPI LAW: (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. TO THE MAXIMUM EXTENT PERMITTED BY STATE OF MISSISSIPPI 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, AND EXCLUDING THIRD PARTY CLAIMS FOR INJURY OR DEATH, EXCEED THREE TIMES (3X) 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 death or

personal injury caused by the negligence of Blackboard or 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. To the extent permitted under State of Mississippi law, 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. To the extent permitted under State of Mississippi law, 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. TO THE EXTENT PERMITTED UNDER STATE OF MISSISSIPPI LAW, THE FOREGOING PROVISIONS OF THIS SECTION 8 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF EACH PARTY, AND THE EXCLUSIVE REMEDY OF EACH PARTY WITH RESPECT TO 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 Mississippi 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. No right or obligation of Customer under this Agreement may be assigned, delegated or otherwise transferred, whether by agreement, operation of law or otherwise, without the express prior written consent of Blackboard, and any attempt to assign, delegate or otherwise transfer any of Customer's rights or obligations hereunder, without such consent, shall be void. Subject to the preceding sentence, this Agreement shall bind each Party and its permitted successors and assigns.

9.6 Remedies. The Parties agree that any breach of this Agreement would cause irreparable injury for which no adequate remedy at law exists; therefore, the Parties agree that equitable remedies, including without limitation, injunctive relief and specific performance, are appropriate remedies to redress any breach or threatened breach of this Agreement, in addition to other remedies available to the Parties. All rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently and shall not be deemed exclusive except as provided in Sections 5, 7 and 8.

9.7 Notices. Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, sent by facsimile, or mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed as set

forth above or to such other address as shall be given in accordance with this Section 9.7, 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. Customer shall not export or allow the export or re-export of the Software, any components thereof or any Confidential Information of Blackboard without the express, prior, written consent of Blackboard and except in compliance with all export laws and regulations of the U.S. Department of Commerce and all other U.S. agencies and authorities, including without limitation, the Export Administration Regulations of the U.S. Department of Commerce Bureau of Export Administration (as contained in 15 C.F.R. Parts 730-772), and, if applicable, relevant foreign laws and regulations.

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

9.12 Employment. Customer hereby agrees that during the Term, Customer will not, except with prior written approval of Blackboard, directly or indirectly hire (including hiring as an independent contractor) or attempt to solicit for hire, or encourage to end their relationship with Blackboard, any persons who are employed by Blackboard or have been employed by Blackboard at any time within one year preceding such attempts to hire or solicit for hire. For purposes of this Agreement, "Blackboard" includes Blackboard Inc. and its subsidiaries.

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. **END OF MASTER TERMS**

BLACKBOARD STUDENT SERVICES SCHEDULE

This Blackboard Student Services Schedule ("Schedule") is made as of the last date indicated below (the "Effective Date"), by and between Blackboard Inc., a Delaware corporation ("Blackboard"), and University of Southern Mississippi ("Customer") and is an addendum to the Master Terms between Blackboard and Customer, including the other Schedules incorporated therein (collectively, the "Agreement"). Capitalized terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the 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 **"Authorized Customer Support User"** means a user designated by Customer who will become familiar with the Service Desk Infrastructure and work with the Blackboard Service Desk on behalf of Customer to provide the Services to Authorized End Users.
- 1.2 **"Authorized End User"** means a student, faculty or staff member of Customer within the Supported Population that is part of the agreed upon scope of Services provided by Blackboard pursuant to this Schedule.
- 1.3 **"Average Handle Time"** means, with respect to any period, the average time (including talk time, time on hold, and wrap-up time) taken to resolve or escalate, as appropriate, all designated inbound Support Requests received during such period.
- 1.4 **"Service Desk"** means the Blackboard staffing associated with providing Services to Authorized End Users under this Schedule.
- 1.5 **"Service Desk Infrastructure"** means the enabling Support Applications that will provide back-end ticketing and Customer-facing knowledge base and related support modules, including access to self-help resources and live support via phone, chat, and web-based submissions, where applicable.
- 1.6 **"Services"** mean the consulting, implementation, deployment, knowledge base creation, upkeep and maintenance of a managed contact center and other services provided by Blackboard pursuant to this Schedule, as specified in more detail in Section 2.2.
- 1.7 **"Support Application"** means any technology, software system, or other designated support procedures/processes and related third party technologies to be covered by the Services, as set forth in this Schedule.
- 1.8 **"Support Interaction"** means a single "ticketed" support request that is submitted by an Authorized End User via phone, chat, e-mail or world-wide web; provided that Support Interactions shall not be deemed to include instances where Authorized End Users access the Blackboard Knowledge Base directly without contacting the Blackboard Service Desk.
- 1.9 **"Support Request"** means a request for Services received by Blackboard's Service Desk from an Authorized End User.
- 1.10 **"Supported Population"** means all Authorized End Users located at University of Southern Mississippi.

2. SPECIFICATIONS AND SCOPE

- 2.1 **Fields Being Supported.** In consideration of the fees paid by Customer hereunder, Blackboard shall provide the Services pursuant to this Schedule within the fields set forth on Attachment A (the "Supported Fields").
- 2.2 **Scope of Services.** Blackboard shall provide the privately-branded support solutions set forth on Attachment B with respect to the Supported Fields. Blackboard and Customer shall use commercially reasonable efforts to determine which Support Interactions are to be considered Tier 1 and which Support Interactions are to be considered Tier 2. All Tier 1 support shall be handled by Blackboard. All Tier 2 support shall be handled by Customer. Blackboard shall escalate all Tier 2 Support Interactions to the appropriate Customer personnel using a shared ticketing system or another process identified by Customer.
- 2.3 **Anticipated Support Interactions.** Customer and Blackboard agree that the number of monthly Support Interactions during the Initial Term or any current Renewal Term, as applicable, is estimated to be as set forth on Attachment C (the "Estimated Monthly Support Interactions"). Customer represents and warrants that the Estimated Monthly Support Interactions is a reasonable estimate. Customer may upwardly adjust Estimated Monthly Support Interactions for any future month upon delivery of 60 days prior written notice to Blackboard. In addition, at the beginning of any Renewal Term, Customer and Blackboard shall agree on an updated Estimated Monthly Support Interactions for such Renewal Term, and Attachment C shall be updated accordingly.
- 2.4 **Average Handle Time.** Customer and Blackboard agree that the estimated Average Handle Time for the Initial Term or any current Renewal Term, as applicable, shall be as set forth on Attachment D. Customer understands and agrees that if the actual Average Handle Time for any quarter exceeds the estimated Average Handle Time as set forth on Attachment D, Blackboard shall be excused from any failure to meet Service Levels for such period. At the beginning of any Renewal Term, Customer and Blackboard shall review the estimated Average Handle Time for the Initial Term or Renewal Term (as applicable) just ended and shall update Attachment D to contain the estimated Average Handle Time for the Renewal Term just beginning.

3. RESPONSIBILITIES OF THE PARTIES.

3.1 Blackboard Responsibilities.

- 3.1.1 **Provision of Service Desk Infrastructure.** Blackboard shall make access to the Service Desk Infrastructure available to Authorized Customer Support Users as outlined in this Schedule. Upon execution of this Schedule, Blackboard shall provide the Authorized Customer Support Users with access to one or more of the Blackboard team members who will be responsible for providing Customer with the Services.
- 3.1.2 **Availability and Operational Specifications.** Blackboard shall use commercially reasonable measures to make certain the Service Desk Infrastructure outlined in this Schedule is available and accessible within the parameters set forth in this Schedule during the Term. From time to time, it may be necessary for Blackboard to perform scheduled maintenance on and/or deliver upgrades to various components of the Support Applications and other technologies used in providing the Services during periods of scheduled downtime, as set forth in more detail on Attachment E.
- 3.1.3 **Account Management.** Blackboard shall provide Customer with an Account Executive and an Operational Account Manager.

- 3.1.4 **Procedures Manual.** During the implementation phase, Blackboard shall provide a draft Procedures Manual to Customer for Customer's comments and review. The Procedures Manual will describe the operations of the Service Desk, including direction, supervision, monitoring, staffing, reporting, planning and oversight activities. The Procedures Manual also will include mutually agreed problem management and escalation procedures. Blackboard shall periodically update the Procedures Manual as appropriate to reflect changes in the operations or procedures of the Service Desk.
- 3.2 **Customer Responsibilities.** Customer's responsibilities are designed to encourage close coordination and collaboration between Blackboard and Customer so that Blackboard can achieve the agreed-upon Service Levels. Customer shall have the following responsibilities in supporting Blackboard's performance of the Services:
- 3.2.1 **Service Desk Infrastructure.** Following the execution of this Schedule, Customer shall provide to Blackboard any information and training required by Blackboard to establish the Service Desk Infrastructure for Authorized Customer Support Users.
- 3.2.2 **Customer Personnel, Facilities and Resources.** Customer will provide Blackboard with timely access to appropriate Customer personnel and will arrange for Blackboard personnel to have suitable and safe access to Customer's facilities and systems as necessary to perform the Services under this Schedule. Customer will also provide suitable office space and associated resources for Blackboard personnel working on-site, if required, including all necessary computing and office support resources, and will undertake any other responsibilities described in this Schedule.
- 3.2.3 **Cooperation.** Customer shall assign an Executive Sponsor and a day-to-day project manager with final sign-off authority, and shall make commercially reasonable efforts to make Customer staff available to work with Blackboard personnel, in each case to answer questions and review and approve process issues, work flow, knowledge base and escalation procedures with respect to the Services.
- 3.2.4 **Call Script.** During the implementation phase, Customer and Blackboard shall co-author the call script to be used by Blackboard representatives pursuant to this Schedule.
- 3.2.5 **General Usage Limitations.** Customer shall use best efforts to ensure that only Authorized Customer Support Users are provided access to the Support Applications. Customer agrees that it may not cause or permit any third parties to access the Support Applications.
- 3.2.6 **Procedures.** Customer shall follow the problem management, escalation and other procedures set forth in the Procedures Manual that are applicable to Customer.
- 3.2.7 **Proprietary Materials/Systems.** Customer shall provide Blackboard access to Customer's proprietary systems and any other resources within the control of Customer to the extent required for Blackboard's performance of the Services.
- 3.2.8 **Documentation/Communication.** Customer shall actively participate in scheduled review/planning meetings and shall facilitate the communication of all processes, documentation or procedures required for Blackboard to meet the agreed-upon Service Levels.
- 3.2.9 **Training.** Customer personnel shall participate in and, as appropriate, lead training of Blackboard personnel in connection with startup of Blackboard's provision of the Services and as necessary on an ongoing basis.
- 3.2.10 **Support User Information.** Customer shall provide Blackboard with a comprehensive list of all potential Authorized End Users, including their email addresses and other reasonably available information as Blackboard may request from time to time.
- 3.2.11 **Approvals and Information.** Customer will respond promptly to any Blackboard request to provide information, approvals, decisions or authorizations that are reasonably necessary for Blackboard to perform the Services or to invoice Customer in accordance with this Schedule. If this Schedule does not specify a period for Customer's response, Blackboard will specify a time period that is reasonable in the context of the project schedule. Blackboard's request may also describe the course of action Blackboard intends to follow if it does not receive a timely response from Customer, which may include delay or suspension of the affected Services. Blackboard may follow the described course of action in the absence of a timely response from Customer. Any subsequent change requested by Customer will be subject to mutual agreement.
- 3.2.12 **Change Management Processes.** Customer shall participate in monthly change management discussions and shall, to the extent reasonably possible, provide Blackboard with no less than 60 days prior notice of events which Customer anticipates will increase volume of the Services provided under this Schedule.

4. CHANGE ORDERS

- 4.1 **Changes to Schedule.** Either party may propose changes to the Services under this Schedule. Requests for changes will be submitted to the other party in writing for consideration of feasibility and the likely effect on the fees for the Services. The parties will mutually agree upon any proposed changes, including adjustments to fees, and will document the agreed changes in one or more change orders.

- 4.2 **Proceeding on Oral Instructions.** Blackboard may proceed with and be compensated for performing changed work for a period of up to thirty (30) calendar days if Blackboard receives an oral instruction to proceed from Customer's Engagement Manager or another authorized representative and Blackboard sends a written confirmation of the oral instruction to Customer.

5. SERVICE LEVELS

- 5.1 **Service Levels.** Blackboard will use commercially reasonable efforts to achieve the service levels set forth on Attachment E (the "Service Levels").

6. FEES AND PAYMENT TERMS

- 6.1 **Fees.** In consideration of the Services provided by Blackboard hereunder, Customer shall pay to Blackboard the fees set forth on Attachment F subject to and in accordance with the terms and conditions of this Section 6. Except as otherwise set forth in this Schedule, all fees shall be non-cancelable and non-refundable.

6.2 Payment Terms

- 6.2.1 On an annual basis at the beginning of the Initial Term and any Renewal Term (each as defined below), Blackboard shall invoice Customer for all fees due with respect to the Initial Term or such Renewal Term, as applicable.
- 6.2.2 Customer acknowledges and agrees that to the extent that the number of monthly Support Interactions is greater than the Estimated Monthly Support Interactions for such month (the "Excess Support Interactions"), Blackboard may charge Customer for such Excess Support Interactions at a rate of \$12 per Excess Support Interaction. Fees associated with Excess Support Interactions shall be due and payable by Customer in accordance with the Mississippi Timely Payments Act, § 31-7-305 of the Mississippi Code, Annotated following receipt of an applicable invoice from Blackboard.
- 6.2.3 The Services shall be deemed to be available upon the Effective Date of this Schedule, and Blackboard may invoice Customer for the Services, even if Customer does not take advantage of some or all of the benefits of the Services due to Customer's (or its other suppliers') action or inaction.
- 6.2.4 Except as otherwise required by this Section 6, all amounts payable under this Schedule shall be subject to the applicable provisions of the Master Terms.

7. TERM OF SCHEDULE

- 7.1 The initial term of this Schedule shall commence as of the Effective Date and shall continue in effect for a period of 12 months (the "Initial Term" and together with any Renewal Term(s), the "Term"), unless earlier terminated. Thereafter, this Schedule shall 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 sixty (60) days prior to the end of the Initial Term or then-current Renewal Term, as applicable. In such case, Customer shall pay any outstanding fees pursuant to Section 6.

Agreed to and accepted by:

Blackboard Inc.

Signature

Print Name and Title

Date:

University of Southern Mississippi

Signature

Print Name and Title

Date:

7/8/11

Attachment A

Supported Fields

The following shall be considered "Supported Fields" for purposes of this Schedule (check all that apply):

- eLearning Support Services
- Student Lifecycle Management Services
 - Enrollment Management
 - Financial Aid
 - Student Accounts
 - Retention
- IT Support Services

Attachment B

Support Solutions

- **Phone:** Blackboard will answer all incoming phone calls to Customer. Blackboard will respond with the information sought from a customized knowledgebase and route non-routine calls to the correct office or resource. This support solution includes the following attributes:
 - i. Toll-free phone number
 - ii. Fully staffed and available for both institution-based and distance learners 24/7/365
 - iii. Customized and branded scripting and messaging
 - **Web-Based Submission:** Blackboard will reply to web requests (tickets) submitted via the ticketing system for support. Blackboard will respond with the information sought from a customized knowledge base and route non-routine web-based submissions to the designated resource or process that is identified by Customer.
 - **e-Chat:** Blackboard will provide support via e-Chat. This support solution includes the following attributes:
 - i. A direct, chat-based messaging link to a certified Blackboard support representative
 - ii. Fully staffed and available for campus-based and distance learners 24/7/365
 - iii. Users are provided with a detailed chat transcript after each session
 - iv. Integrated with ticket tracking Support Applications to ensure comprehensive reporting of both chat-based and phone-based inquiries
 - **Knowledge Base:** Blackboard will maintain a web-based knowledge base with the following attributes:
 - i. Customized and branded
 - ii. Integrated within and throughout the Blackboard system
 - iii. May be accessed directly from the log-in page of the course management system or portal, or directly from a course by clicking on the relevant "help" icon
 - iv. Searchable, customizable, and fully managed by a dedicated Blackboard account manager
 - v. Includes knowledge base articles, tip sheets, and frequently asked questions
 - **Reporting:** Blackboard will make available to Customer customized telephony reporting of the following metrics:
 - i. Number of calls and their average length
 - o Per Day
 - o Per Month
 - ii. Average speed to answer calls
 - iii. Actual process duration (total call minutes)
 - iv. Support inquiry by category
- Ticketing System:** Blackboard will provide a shared ticketing system with the following attributes:
- v. Allows for tracking, reporting and workflow
 - vi. Custom workflow and reporting fields, alerts and notifications
- **Surveys:** Blackboard will allow Authorized End Users to respond to customized surveys to help Customer measure Authorized End User satisfaction.

Attachment C
Estimated Monthly Support Interactions
(Not Applicable)

MONTH	Estimated Monthly Support Interactions
January	<input type="text"/>
February	<input type="text"/>
March	<input type="text"/>
April	<input type="text"/>
May	<input type="text"/>
June	<input type="text"/>
July	<input type="text"/>
August	<input type="text"/>
September	<input type="text"/>
October	<input type="text"/>
November	<input type="text"/>
December	<input type="text"/>
Total	<input type="text"/>

Attachment D
Average Handle Time

9 mins

Attachment E

Service Levels

Blackboard shall provide Customer with the Services at or above the Service Levels described below. Upon notice by Blackboard to Customer, or by Customer to Blackboard, of Blackboard's failure to meet the Service Levels for any period, Blackboard shall have ten (10) days to remedy such failure. Upon the second notification for failure to perform for a stated quarterly term, Customer shall be entitled to a credit of the Service Desk fees owed by Customer for the quarterly term in which such failure occurred to the Customer's next invoice, if any, as set forth in the chart below.

Metric	Definition	Measurement Method	Service Level	Quarterly Credit
<u>Live Phone Average Speed to Answer</u>	Average Speed to Answer ("ASA") means the time required to answer a call from any Authorized End User, calculated as the time elapsed from when the Authorized End User selects an option from the telephone menu leading to a Blackboard agent until the point at which a Blackboard agent answers the call.	This Service Level shall be measured on a quarterly basis as the ASA for all calls from Authorized End Users that are answered by Blackboard agents during the previous quarter.	< 3 minutes	[5%]

Any credits shall be applied to the next succeeding annual invoice. In no event shall the total credits for any Service accruing in any quarter, whether defined in this Attachment or elsewhere, exceed the then-current annual subscription fee divided by 12. Customer's sole remedy for Blackboard's failure to achieve the Service Levels for a Service as specified in this Attachment shall be the service credits described herein.

Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree that Blackboard's obligation to meet the Service Levels is contingent upon the accuracy of the Assigned Monthly Volume set forth on Attachment C and the accuracy of the Estimated Monthly Support Interactions and that, notwithstanding anything in this Schedule to the contrary, Service Levels shall not apply for any period (a) if actual call volume exceeds Assigned Monthly Volume for such period, (b) if actual Average Handle Time exceeds the estimated Average Handle Time set forth on Attachment C for such period, (c) if actual monthly Support Interactions exceed Estimated Monthly Support Interactions or (d) in the event of server/network slowdowns, outages, or similar technical issues within such period that are reasonably documented by Blackboard (other than a Service Outage). In addition, Blackboard shall have no liability under this Schedule to the extent any nonconformity with the Service Levels arises, in whole or in part, from any failure by Customer to fulfill its obligations described in this Schedule.

Scheduled Maintenance:

Blackboard will be entitled to no more than two (2) scheduled maintenance periods per quarter. Blackboard will provide 24 hours of notice to Customer for scheduled maintenance expected to last under an hour. Blackboard will provide at least one calendar week of notice to Customer for scheduled maintenance expected to continue for between one and four hours. Blackboard will provide Customer at least two calendar weeks of notice to Customer for scheduled maintenance expected to continue for more than 4 hours; any such extended scheduled maintenance must be performed between 10pm and 6am Pacific Time. Blackboard shall use commercially reasonable efforts to schedule maintenance not during periods of peak usage. Scheduled maintenance meeting the requirements of this paragraph shall not be considered for purposes of evaluating whether Blackboard has met the Service Levels for any period. If Blackboard notifies Customer of scheduled maintenance but the Service remains accessible by Customer and Customer's end users during such period, the notification will not count against the two (2) scheduled maintenance periods for that quarter.

Outages:

In the event a Service is inaccessible by Customer or Authorized End Users (an "Outage"), Customer shall notify Blackboard via email to Blackboard's technical contact. Blackboard will investigate the Outage and determine if the Outage is a Service Outage. If the Outage qualifies as a Service Outage, Blackboard will confirm the Outage and provide Customer with a time estimate for resolution of the problem, if known at that time. If the Outage does not qualify as a Service Outage, Blackboard will so notify Customer. A "Service Outage" is an Outage due to the failure of any element of the Service controlled by Blackboard (including unscheduled maintenance on

the Service); provided that inaccessibility due to failures of software accessed by the Service (including software provided by Blackboard) is not considered a “Service Outage”. Clients utilizing Blackboard managed hosting services may benefit from a more efficient reporting of Service Outages due to a streamlined reporting relationship between Blackboard Student Services and Blackboard’s managed hosting department.

Root Cause Analysis:

Following recovery from any Service Outage, Blackboard will provide Customer with a post-incident summary that will include:

- cause of the Service Outage (if determined);
- method used to remedy the cause; and
- measures Blackboard will take to prevent similar Service Outages in the future (if any).

Attachment F

Fees

Price per user:	\$7.00
Contact Center Operations (price per user times amount of users)	\$105,000
Price Reduction	< - \$63,000 >
Contact Center Infrastructure	\$10,500
Project and Account Management and Maintenance	\$10,500
TOTAL Price, Annualized	\$63,000



THE UNIVERSITY OF SOUTHERN MISSISSIPPI

iTech

118 College Drive #5181
Hattiesburg, MS 39406-5181
Tel: 601.266.4190
Fax: 601.266.4104
www.usm.edu

Vendor Name: Blackboard

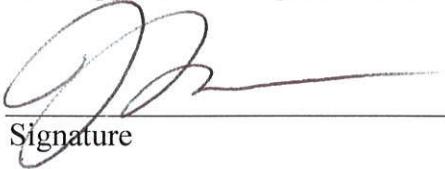
USM Department Requesting Purchase/Agreement: Learning Enhancement Center

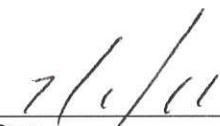
Reason for Purchase: After hours help desk support for Blackboard

Length of Agreement: Yearly renewal

Cost of Agreement: \$63,200 a year

CIO Approval for Agreement to be signed:


Signature


Date

McCrae - mcr

**EXHIBIT TO
BLACKBOARD PROFESSIONAL SERVICES AGREEMENT**

STATEMENT OF WORK

This Work Statement is a preliminary expectation of both Blackboard and University of Southern Mississippi ("Customer") of the services that may need to be performed. As such it may be modified by a writing approved by the designated project managers of each Blackboard and Customer. The work described below is intended to be performed on a time and materials basis.

This Statement of Work (SOW) is an attachment to the Professional Services Agreement (PSA), dated September 22, 2009, between Blackboard and Customer which is hereby referenced and incorporated into this SOW and will legally control the delivery of services.

1 Introduction and Overview

Blackboard Consulting provides strategic consulting services to assist clients who are looking to enrich learning, campus life, work life and community engagement by delivering services, support and information via mobile devices. Our consulting activities engage senior leaders and key stakeholders with Blackboard consultants in a structured process, tailored specifically to the goals and objectives of the individual client. For the University of Southern Mississippi (USM), Blackboard Consulting proposes to work with the institution to review and analyze a mobile pilot program during the fall of Fall 2011. The engagement (hereafter referred to as the 'Mobile Pilot Review') will help to refine a mobile strategy that is tied to the review and progress of the pilot activities.

2 University of Southern Mississippi Overview

The University of Southern Mississippi ("USM", "Customer") is undertaking a mobile computing pilot around tablet devices. In partnership with Brightstar Corp., Blackboard will provide to USM consulting services, and tablet hardware to in conjunction with the pilot.

3 Scope of Consulting Services

3.1 Analysis and Review

3.1.1 Pilot Survey

The first step in assessing the success of the pilot will be to conduct a survey of the pilot participants. Blackboard will work with USM to develop and deploy the survey as well as compile and analyze the survey results.

3.1.2 Pilot Review

During the course of the mobile table pilot, Blackboard Consultants will also periodically review its progress to identify key gaps and areas of opportunity that can contribute to the success of USM's comprehensive mobile strategy. In working with USM, this review may include onsite participation and focus group participation as appropriate.

The work product of the Pilot Review will be a **Mobile Pilot Summary** that will be presented in the final report with interim feedback presented as needed to the USM team to better assist the successful completion of the pilot effort.

3.1.3 Mobile Strategy & Pilot Final Report

At the conclusion of the engagement, Blackboard consultants will provide campus executives with a '**Mobile Strategy & Pilot Final Report**' describing an approach to an inclusive mobile strategy. This strategy will address the desired, expressed and refined institutional goals, and is appropriate to the readiness and capability of University of Southern Mississippi. The report will provide a high-level overview of the findings from the survey and focus groups, and pilot review; identify resources needed for post-pilot implementation; and provide recommendations for next steps as necessary.

The key work product will be the **Strategy & Pilot Executive Summary**, which details all findings and conclusions from the engagement plus recommendations, strategies and required resources for the development and implementation of a mobile strategy.

3.2 Project Management

Project management delivers the communication and coordination activities for both the customer and Blackboard with a goal that all project objectives and milestones are met in a timely and cost effective manner. To achieve these outcomes, Blackboard will appoint a Project Manager who will be responsible for the overall engagement delivery, documentation, status reporting, and resource management. The Project Manager will:

- * Serve as the main Blackboard point of contact for all project activities
- * Coordinate scheduling all project activities with the contact person designated by the University.
- * Coordinate the activities of all Blackboard staff working on the project
- * Review all deliverables for quality assurance prior to submission
- * Track and manage all resource dedicated to this project
- * Provide periodic updates to the client as required

4 **Project Resource Requirements**

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

Role	Activities and Responsibilities
Director	Executive oversight and quality management.
Project Manager	Management of project tasks, schedule, resources, documentation and status reporting and an engaged participant as needed.
Strategic Consultant	Responsible for overall Bb solution and oversight of all work streams. Project lead for the Mobile Strategy Design & Pilot.
Senior Consultant	Responsible for conducting surveys, leading focus groups, and compiling information from workshops and interviews. In addition, will assist in the review of pilot progress as well as analysis and the development of the final report.
Analyst	Assists project team with project administration

5 **Customer Responsibilities**

The Blackboard Consulting service model assumes active participation from the University of Southern Mississippi team. The customer is responsible for staffing resources on the project that have the necessary functional and technical knowledge to successfully execute required tasks. Therefore, Blackboard will require:

1. A high level of participation from the University leadership and project staff with direct responsibility for oversight of the project.
2. A leadership team to participate in and guide development of this project. This team would be the primary audience for the Framework Presentation, and would identify stakeholder communities and participate in working sessions as appropriate. This team would also complete the institutional self assessment instrument.
3. The University to provide institutional documents and materials relevant to the Mobile Strategy project. Blackboard will provide a list of typical items in a written request as part of the project.
4. The University will arrange interviews with key stakeholders as agreed upon by the customer and Blackboard in project planning discussions.
5. A single individual from the University to serve as the project lead and to coordinate these and other project-related requests and work with the Blackboard Project Manager to keep project activities on schedule.

6 **Professional Fees, Expenses and Terms**

6.1 Consulting Services Billed on a Time and Materials Basis

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

Normal consulting hours are from 9 am to 5 pm local time Monday through Friday excluding Blackboard Holidays. Blackboard Consulting may charge 125% of the standard rates below for evening and weekend service delivery.

6.2 Travel Expenses related to Consulting and Training Services

Blackboard Consulting will invoice the customer for the actual travel related costs as incurred as part of this engagement. Blackboard Consulting will make reasonable efforts to manage travel costs without compromising project objectives.

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

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

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

7 **Services Pricing**

7.1 Time and Materials Services

Below is an estimate of services to be performed on a Time and Materials basis:

Consulting Service & Team	Hours or Qty	Cost	Estimated Fees
Pilot Analysis and Review			
AS-CUSTSTRSVCS			
Director	12	\$350	\$4,200

Project Manager	26	\$280	\$7,280
Strategic Consultant	42	\$325	\$13,650
Senior Consultant	42	\$250	\$10,500
Analyst	20	\$180	\$3,600
Estimated T&M Fees	142		\$39,230
Estimated Travel Expenses			\$3,550
Samsung Tablets * AS-CUSTDEVEL	450	\$374.25	\$168,412.50
Total SOW			\$211,492.50

- * Samsung Tablets shall be shipped directly to Customer from Manufacturer and all products warranties offered by Manufacturer shall apply.
- * Price is limited to unit cost only and does not include shipping & handling or taxes as those costs are being waived by the vendor for USM.

8 Project Timeline

The project schedule will be finalized with the customer's project lead upon project initiation. A typical schedule for the Design & Pilot appears in the following table. It is anticipated that all services will be fully delivered on or before December 31, 2011.

Project Activity	Location	Typical Duration
Mobile Pilot Survey	Remote	1 week
Pilot Review with Focus Groups	On-site	1 week
Final Analysis and Report Development	Remote	1-2 weeks
Presentation of Final Report	On-site	1 day
Total Typical Duration		4.5 weeks

9 Change Control

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

10 Assumptions

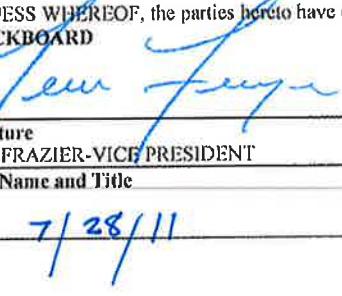
Our approach, timeline, team structure, and professional fees are based on the below assumptions. Variance from these assumptions will be managed through the Change Control Process and may affect the actual schedule and cost of the project.

- * All pricing and discounts are valid for 90 days from the executed Statement of Work date for work not initiated
- * This agreement covers only the activities as described
- * Staffing and scheduling for project roles/positions will begin once the Statement of Work is signed and Purchase Order is received
- * Payment for any software licenses is not contingent on or related to payment or performance for professional services
- * Customer will provide Blackboard with access to the appropriate physical and technical environments in the timeframes confirmed with Blackboard Project Manager to successfully complete the effort outlined in this document
- * Any scheduling estimates are based on the assumption that the customer will respond to any decision required from the Customer within 5 business days
- * Customer will complete a review of all submitted draft working products, or set of working products, in five business days unless otherwise agreed to in writing
- * The Customer shall assign a representative to be the primary point of contact for the Blackboard Project Manager. This representative shall have full authority to make all decisions regarding project scope, overall timeline, and related projects costs, as well as ensuring the necessary customer project personnel, resources, etc. are available to successful complete the project(s)
- * Quality involvement and working products from the Customer are critical to the project's success. The Customer's representative shall be responsible for coordinating all meetings that involve Customer and third-party contractor staff members, working products, and information requests within the agreed upon timeframes

VOID IF EXECUTED AFTER SEPTEMBER 30, 2011
CUSTOMER: University of Southern Mississippi

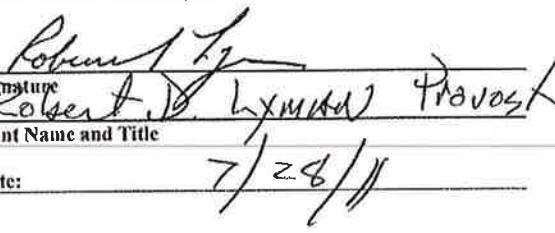
- * Customer is responsible for providing subject matter experts to assist in identifying business rules, resolving process discrepancies and answering ad hoc questions. The subject matter expert will be made available as needed during the course of the engagement and will be responsible for soliciting input from additional Customer personnel as needed
- * Hardware and software configuration and environment(s), either managed or self-hosted, can support the functional/technical services included in this proposal
- * Third-party products and services, except as expressly noted above, Customer will separately procure and provide all third-party products and services in a timely manner to support the Services as defined in this Statement of Work. Blackboard is not responsible for making changes to the configuration or data contained or used in third-party systems, including but not limited to the Customer's SIS
- * Working Products are artifacts, used by Blackboard, that demonstrate progress toward a deliverable; however, they are not themselves deliverables
- * Services are estimated and billed based upon a maximum eight (8) hour workday per Consultant and a maximum forty (40) hour work week per Consultant. The applicable billing rate for the Consultants shall be at the rates set forth in the table above
- * The customer shall pay all outstanding invoices from any previous Blackboard agreements greater than thirty (30) days, prior to beginning work under this document
- * Except as otherwise stated in this Agreement with regard to the Consulting Services performed hereunder, Blackboard reserves the right to change the services it offers to its customers generally and related rates at any time
- * For Time and Materials Consulting Services related to this project, as outlined in the document, all fees and expenses shall be billed on a monthly basis and such bills shall be due and payable Net 30
- * Travel, meals and lodging expenses shall be billable at cost and shall be borne by Customer as defined in the Agreement for Professional Services between Blackboard and USM

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work as of the date first written below.
BLACKBOARD


Signature
TESS FRAZIER-VICE PRESIDENT
Print Name and Title

Date: 7/28/11

CUSTOMER: University of Southern Mississippi


Signature
Robert L. Lyman Provost
Print Name and Title

Date: 7/28/11

**EXHIBIT TO
BLACKBOARD PROFESSIONAL SERVICES AGREEMENT**

STATEMENT OF WORK

This Work Statement is a preliminary expectation of both Blackboard and University of Southern Mississippi ("Customer") of the services that may need to be performed. As such it may be modified by a writing approved by the designated project managers of each Blackboard and Customer. The work described below is intended to be performed on a time and materials basis.

This Statement of Work (SOW) is an attachment to the Professional Services Agreement (PSA), dated September 22, 2009, between Blackboard and Customer which is hereby referenced and incorporated into this SOW and will legally control the delivery of services.

1 Introduction and Overview

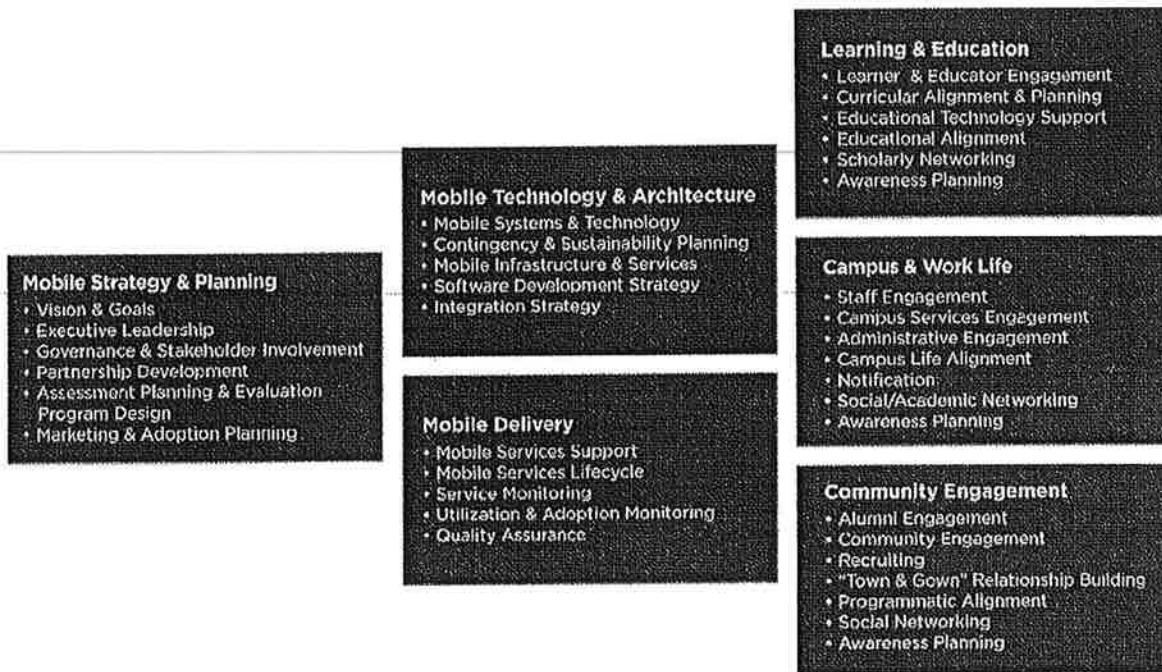
Blackboard Consulting provides Mobile Strategy consulting services to assist clients who are looking to enrich learning, campus life, work

life and community engagement by delivering services, support and information via mobile devices.

Our consulting activities engage senior leaders and key stakeholders with Blackboard consultants in a structured process, tailored specifically to the goals and objectives of the individual client. As the University of Southern Mississippi (USM) prepares for a pilot initiative with Samsung devices in the Fall 2011 semester, Blackboard Consulting proposes to work with the institution to design a cohesive vision and strategy for mobile computing at USM.

1.1 Mobile Strategy Framework

The framework Blackboard uses for Mobile Strategy engagements is defined by six '*Mobile Strategy Effective Practice Areas*' (see below) that are critical to creating a mobile experience that matches the vision, mission and goals of an organization.



The Mobile Strategy and Design will explore the organization's current mobile capabilities and readiness, review progress of the mobile tablet pilot, and articulate what will be needed to achieve its vision for future success. In each of the effective practice areas Blackboard will outline a set of gaps and opportunities and identify potential success strategies to achieve specific goals.

Blackboard has identified key institutional processes and practices, related to mobile, that are shown to:

- * Contribute to increasing institutional effectiveness.
- * Shape a tailored mobile experience.
- * Identify ongoing opportunities for improvement.

Using our detailed framework our consultants will conduct a set of analyses to identify high level strategies to help you take your institution to the next level using a mobile platform.

2 University of Southern Mississippi Overview

The University of Southern Mississippi ("USM", "Customer") seeks to implement a mobile computing initiative around tablet devices. USM anticipates that this initiative will begin the evolution of the University experience for the on-ground student, providing not only a new modality for teaching and learning, but also a compelling channel for direct and transformative engagement of students and faculty. In partnership with Brightstar Corp., Blackboard will provide to USM both mobile strategy and design services, and tablet hardware to pilot the initiative.

3 Scope of Consulting Services

3.1 Strategy Planning and Design

Blackboard's Mobile Strategy methodology reflects a structured approach designed to:

- * Refine and validate client goals for the mobile platform
- * Assess current capabilities for achieving these goals
- * Identify additional capabilities required to achieve success
- * Articulate appropriate strategies necessary to build capacity for effective continuous improvement.

Blackboard consultants will deliver an engagement to define key strategies that articulate a mobile program, process and framework appropriate to the institution. Activities will include (but not be limited to):

- * Document and process review
- * Surveys
- * Group workshops
- * Individual interviews

The goals of these activities will be to assess institutional capability in Blackboard's six Mobile Strategy Effective Practice Areas, and provide the basis for an analysis of the institution's mobile capacity and readiness. Plan development activities will cover:

- * **Framework:** Understanding the six effective practice areas of a mobile strategy within the context of the institution.
- * **Process:** Articulating desired strategic goals and objectives for a mobile strategy and assessing current capabilities within the institution. Identifying manageable and sustainable processes for closing gaps between the desired strategic goals and the current capabilities.
- * **Resources:** Identifying resources needed to achieve the desired strategic goals.
- * **Strategic Recommendations:** This work will describe an appropriate mobile strategy for the institution that will include:
 - o A list of strategic goals that clearly articulate the vision for mobile adoption and platform evolution.
 - o A summary of the current capabilities by goal, identifying gaps and development and growth opportunities.
 - o Recommendations for moving forward to achieve a coherent mobile platform strategy.

3.1.1 Literature Review

Prior to the start of the onsite activities, Blackboard consultants will complete a thorough review of available client documents, plans, websites and other materials pertaining to the delivery of services, programs and support via a mobile platform. Examples include existing strategic plans for information technology, portal services, ASP (application service provider) and cloud services, technology-mediated student services and institutional effectiveness documents.

3.1.2 Framework Presentation

In an initial forum for project participants and stakeholders, Blackboard consultants will present the framework of six effective practice areas for a mobile strategy to provide a structure for the Mobile Strategy and Design. Each effective practice area includes a set of success criteria and performance indicators that will be used to identify key strengths, as well as gaps, and inform the analysis.

Work products will include, but will not be limited to, the following:

- * **Self-Assessment Survey** – Survey of key stakeholder groups as defined by USM and Blackboard regarding institutional capabilities for a mobile platform.
- * **Initial Framework Presentation** – Overview and foundations with Blackboard's initial presentation of concepts, methodologies and vocabulary together with the initial findings followed by a facilitation of discussion to explore strategies to close key gaps.
- * **Initial Discovery Findings** – Summary of findings from an initial review of literature, websites, and other institutional materials related to a mobile platform.
- * **Initial Survey Findings** – Summary of findings from the self-assessment surveys of key stakeholder groups.

3.1.3 Interviews

Blackboard consultants will conduct individual and small group interviews with students and staff to develop an understanding of the client's mobile readiness. Interview questions will vary by functional role and may be incorporated with other data gathering and analysis activities. Upon completion of the interviews, Blackboard consultants will develop an **Interview Summary** work product that aggregates the results and presents a summary of the findings.

3.1.4 Workshops

Blackboard consultants will lead a set of participatory workshops for both students and staff in order to:

- * Establish a common understanding of concepts, terminology and effective practices
- * Identify, clarify and refine client goals across stakeholder communities of both students and staff
- * Identify gaps between goals and current state
- * Define strategic options to close gaps between goals and current state

Work products will include, but not be limited to, the following:

- * **Facilitation of Workshops** – The workshops will contain an overview and foundations presentation with Blackboard's initial presentation of concepts, methodologies, and vocabulary. This will be followed by working sessions with identified communities to refine goals, explore options and express strategies to close key gaps.
- * **Workshop Summary** that will detail the findings from the workshops. The aggregated results and findings will be presented in the final report.

3.2 Project Management

Project management delivers the communication and coordination activities for both the customer and Blackboard with a goal that all project objectives and milestones are met in a timely and cost effective manner. To achieve these outcomes, Blackboard will appoint a Project Manager who will be responsible for the overall engagement delivery, documentation, status reporting, and resource management. The Project Manager will:

- * Serve as the main Blackboard point of contact for all project activities
- * Coordinate scheduling all project activities with the contact person designated by the University.
- * Coordinate the activities of all Blackboard staff working on the project
- * Review all deliverables for quality assurance prior to submission
- * Track and manage all resource dedicated to this project
- * Provide periodic updates to the client as required

4 Project Resource Requirements

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

Role	Activities and Responsibilities
Director	Executive oversight and quality management.
Project Manager	Management of project tasks, schedule, resources, documentation and status reporting and an engaged participant as needed.
Strategic Consultant	Responsible for overall Bb solution and oversight of all work streams. Project lead for the Mobile Strategy Design & Pilot.
Senior Consultant	Responsible for conducting surveys, leading focus groups, and compiling information from workshops and interviews. In addition, will assist in the review of pilot progress as well as analysis and the development of the final report.
Analyst	Assists project team with project administration

5 Customer Responsibilities

The Blackboard Consulting service model assumes active participation from the University of Southern Mississippi team. The customer is responsible for staffing resources on the project that have the necessary functional and technical knowledge to successfully execute required tasks. Therefore, Blackboard will require:

1. A high level of participation from the University leadership and project staff with direct responsibility for oversight of the project.
2. A leadership team to participate in and guide development of this project. This team would be the primary audience for the Framework Presentation, and would identify stakeholder communities and participate in working sessions as appropriate. This team would also complete the institutional self assessment instrument.
3. The University to provide institutional documents and materials relevant to the Mobile Strategy and Design project. Blackboard will provide a list of typical items in a written request as part of the project.
4. The University will to arrange interviews with key stakeholders as agreed upon by the customer and Blackboard in project planning discussions.

5. A single individual from the University to serve as the project lead and to coordinate these and other project-related requests and work with the Blackboard Project Manager to keep project activities on schedule.

6 Professional Fees, Expenses and Terms

6.1 Consulting Services Billed on a Time and Materials Basis

Please reference the Service Pricing section for Consulting Services fees information. Blackboard Consulting rates reflect the role and requisite experience level of the assigned individuals. Normal consulting hours are from 9 am to 5 pm local time Monday through Friday excluding Blackboard Holidays. Blackboard Consulting may charge 125% of the standard rates below for evening and weekend service delivery.

6.2 Travel Expenses related to Consulting and Training Services

Blackboard Consulting will invoice the customer for the actual travel related costs as incurred as part of this engagement. Blackboard Consulting will make reasonable efforts to manage travel costs without compromising project objectives.

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

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

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

7 Services Pricing

7.1 Time and Materials Services

Below is an estimate of services to be performed on a Time and Materials basis:

Consulting Service & Team	Hours or Qty	Cost	Estimated Fees
Mobile Strategy Planning and Design			
AS-CUSTSTRSVCS			
Director	18	\$350	\$6,300
Project Manager	55	\$280	\$15,400
Strategic Consultant	80	\$325	\$26,000
Senior Consultant	80	\$250	\$20,000
Analyst	20	\$180	\$3,600
Estimated T&M Fees	253		\$71,300
Estimated Travel Expenses			\$6,325
Samsung Tablets * AS-CUSTDEVEL	300	\$374.25	\$112,275
Mobile Learn Agnostic License MOB-LRN-HENA04			\$31,000
Total SOW			\$220,900

* Samsung Tablets shall be shipped directly to Customer from Manufacturer and all products warranties offered by Manufacturer shall apply.

- * Price is limited to unit cost only and does not include shipping & handling or taxes as those costs are being waived by the vendor for USM.

8 Project Timeline

The project schedule will be finalized with the customer's project lead upon project initiation. A typical schedule for the Design & Pilot appears in the following table. It is anticipated that all services will be fully delivered on or before December 31, 2011.

Project Activity	Location	Typical Duration
Project Initiation and Scheduling	Remote	1 week
Material Review and Self-Assessment Survey	Remote	1-2 weeks
Interviews, Workshops & Findings	On-site	1-2 weeks
Total Typical Duration		3-5 weeks

9 Change Control

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

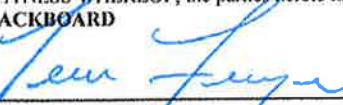
10 Assumptions

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

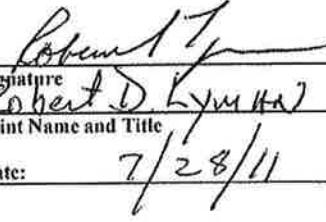
- * All pricing and discounts are valid for 90 days from the executed Statement of Work date for work not initiated
- * This agreement covers only the activities as described
- * Staffing and scheduling for project roles/positions will begin once the Statement of Work is signed and Purchase Order is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

VOID IF EXECUTED AFTER SEPTEMBER 30, 2011
CUSTOMER: University of Southern Mississippi

- * For Time and Materials Consulting Services related to this project, as outlined in the document, all fees and expenses shall be billed on a monthly basis and such bills shall be due and payable Net 30
- * Travel, meals and lodging expenses shall be billable at cost and shall be borne by Customer as defined in the Agreement for Professional Services between Blackboard and USM

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work as of the date first written below.
BLACKBOARD 
Signature
TESS FRAZIER-VICE PRESIDENT
Print Name and Title
Date: 7/28/11

CUSTOMER: University of Southern Mississippi


Signature
Robert D. Lymon, Provost
Print Name and Title
Date: 7/28/11

BLACKBOARD COLLABORATE™ SALES ORDER FORM

This Blackboard Collaborate Sales Order Form (“Order Form”) between University of Southern Mississippi (“Customer”) and Company (as defined in the Terms of Service) details the terms of Customer’s use of the Blackboard Collaborate software and services set forth in Section 1 below, and shall become effective on the later of: (i) Customer’s execution and Company’s acceptance and agreement; or (ii) the date specified in Section 3 below (“Effective Date”).

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

Product Code	Product Name	Description	Qty (no.)	Initial Term Fee (USD) Period 1: 9/29/11 – 9/28/12
WB-WC-4-LIC	Wimba Classroom (8,000 - 14,999)	Wimba Classroom (8,000 - 14,999). Blackboard currently offers with the renewal of this product, unlimited storage.	1	USD 23,575.00
WB-WC-4-ASP	Wimba Classroom (8,000 - 14,999) HST	Wimba Classroom (8,000 - 14,999) HST. Blackboard currently offers with the renewal of this product, unlimited storage.	1	USD 10,477.00
WB-WV-4-LIC	Wimba Voice (8,000 - 14,999)	_____	1	USD 10,048.00
WB-WV-4-ASP	Wimba Voice (8,000 - 14,999) HST	_____	1	USD 4,505.00

Sales Order Total Fee (Initial Term):		USD 48,605.00
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Customer understands and agrees that this Order Form limits the use of the Software, ASP Services and/or Professional Services by the Customer to the delineated Description and Quantity specified above. Additional access to or usage of the software or services is subject to additional purchase.

- 2. Initial Term** (aggregate months): 12
- 3. Effective Date** (applicable only if different from acceptance date as described in the preamble): **9/29/11**
- 4. Enterprise Licensed User Group** (applicable only to enterprise banded products): University of Southern Mississippi
- 5. Customer Billing Contact:**

Contact Name:	<u>Amy Thornton</u>	Contact Phone:	<u>601/266-6197</u>
Street Address:	<u>118 College Dr. #5023</u>	City and State/Province:	<u>Hattiesburg, MS</u>
Postal Code and Country:	<u>39401, USA</u>	E-Mail	<u>amy.thornton@usm.edu</u>
		Address:	
- 6. Support.** A “Support Instance” is a unique request for support or service, and encompasses the cycle of communication from request initiation to instance resolution. Up to 250 Support Instances are included in the price above (“Included Instances”). Support Instances in excess of the Included Instances are subject to purchase.
- 7. ASP Storage.** ASP Services include a total of 5GB of storage for archives (“Storage Capacity”), unless otherwise specifically set forth in Section 1 above. Storage in excess of the Storage Capacity is subject to purchase.
- 8. Professional Services.** If the Customer purchases Professional Services, in addition to the fees specified for such services, Customer agrees to reimburse Company’s reasonable travel and living expenses incurred by Company’s



employees and subcontractors in connection with the performance of such services, provided, however, that: a) such expenses shall be invoiced separately as incurred; b) any single expense greater than \$250 shall be subject to Customer's approval; and c) upon request Company will provide reasonable documentation indicating that Company incurred such expenses. Professional Services are not subject to renewal.

9. **Payment and Term.** In consideration for the use of the Software, ASP Services and/or Professional Services (as applicable) during the Initial Term, the Customer will pay the Company the fees set forth above (the "Fee"). The total Fee will be invoiced on execution of the Agreement and is due within 45 days of invoicing. The term of this Agreement shall be renewed automatically for successive periods of one (1) year each (a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides the Company, or the Company provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable. Each Renewal Term shall incorporate and be governed by the Company's then-current pricing, the applicable Fee for which will be due at the beginning of each Renewal Term, and payable within thirty (30) days after the date of an invoice from the Company.
10. **Terms of Service.** The terms of service at <https://secure.blackboard.com/legal/collaborate/TOS.htm> ("Terms of Service") are incorporated herein by reference, and together with this Order Form constitute the agreement between the parties ("Agreement"). Capitalized terms not otherwise defined are defined in the Terms of Service. By executing and returning this Order Form, Customer acknowledges and agrees that its use of the Blackboard Collaborate software and services specified herein is subject to, and governed by, all of the terms and conditions of this Agreement including, without limitation, all of the rights, restrictions, indemnities, disclaimers and limitations set forth in the Terms of Service. The individual executing this Order Form on Customer's behalf represents and warrants that he or she has the authority to enter into this Agreement and bind the Customer to all of its terms and conditions as of the date indicated below. Notwithstanding anything to the contrary in any purchase order or any other document provided by Customer, any service provided or license granted by the Company to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Terms of Service incorporated by reference herein. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void.

11. SPECIAL CONDITIONS (IF ANY):

THE COMPANY:
Blackboard Collaborate Inc

NAME OF CUSTOMER:
University of Southern Mississippi

Signature
Print Name and Title: Tess Frazier, VP
Contracts

Date:
Address: Blackboard Inc.
650 Massachusetts Ave NW,
6th Floor
Washington, D.C. 20001
Attn: Contracts Department

Phone Number: +1 202-463-4860
Fax Number: +1 202-478-1712

#

Signature
Print Name and Title:

Date:
Address: 118 College Dr. #5023
Hattiesburg, MS 39401
USA

Contact for Notices: Amy Thornton
Phone Number: 601/266-6197
Fax Number: 601.266.4409
Contact Email: amy.thornton@usm.edu

BLACKBOARD COLLABORATE™ SALES ORDER FORM

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2. Initial Term (aggregate months): 12

3. Effective Date (applicable only if different from acceptance date as described in the preamble): **9/29/11**

4. Enterprise Licensed User Group (applicable only to enterprise banded products): University of Southern Mississippi

5. Customer Billing Contact:

Contact Name:	<u>Amy Thornton</u>	Contact Phone:	<u>601/266-6197</u>
Street Address:	<u>118 College Dr. #5023</u>	City and State/Province:	<u>Hattiesburg, MS</u>
Postal Code and Country:	<u>39401, USA</u>	E-Mail Address:	<u>amy.thornton@usm.edu</u>

6. Support. A “Support Instance” is a unique request for support or service, and encompasses the cycle of communication from request initiation to instance resolution. Up to 250 Support Instances are included in the price above (“Included Instances”). Support Instances in excess of the Included Instances are subject to purchase.

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employees and subcontractors in connection with the performance of such services, provided, however, that: a) such expenses shall be invoiced separately as incurred; b) any single expense greater than \$250 shall be subject to Customer's approval; and c) upon request Company will provide reasonable documentation indicating that Company incurred such expenses. Professional Services are not subject to renewal.

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10. **Terms of Service.** The terms of service attached as Exhibit A ("Terms of Service") are incorporated herein by reference, and together with this Order Form constitute the agreement between the parties ("Agreement"). Capitalized terms not otherwise defined are defined in the Terms of Service. By executing and returning this Order Form, Customer acknowledges and agrees that its use of the Blackboard Collaborate software and services specified herein is subject to, and governed by, all of the terms and conditions of this Agreement including, without limitation, all of the rights, restrictions, indemnities, disclaimers and limitations set forth in the Terms of Service. The individual executing this Order Form on Customer's behalf represents and warrants that he or she has the authority to enter into this Agreement and bind the Customer to all of its terms and conditions as of the date indicated below. Notwithstanding anything to the contrary in any purchase order or any other document provided by Customer, any service provided or license granted by the Company to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Terms of Service incorporated by reference herein. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void.

11. SPECIAL CONDITIONS (IF ANY):

THE COMPANY:
Blackboard Collaborate Inc

Signature
Print Name and Title: Tess Frazier, VP
Contracts

Date:
Address: Blackboard Inc.
650 Massachusetts Ave NW,
6th Floor
Washington, D.C. 20001
Attn: Contracts Department

Phone Number: +1 202-463-4860
Fax Number: +1 202-478-1712

NAME OF CUSTOMER:
University of Southern Mississippi

Signature
Print Name and Title: Denis A. Wiesenbusch
Interim Provost

Date:
Address: 118 College Dr. #5023
Hattiesburg, MS 39401
USA
Contact for Notices: Amy Thornton
Phone Number: 601/266-6197
Fax Number: 601.266.4409
Contact Email: amy.thornton@usm.edu

Exhibit A**BLACKBOARD COLLABORATE™****TERMS OF SERVICE**

IMPORTANT, READ CAREFULLY: YOUR USE OF THE BLACKBOARD WEBSITES AND THE BLACKBOARD COLLABORATE™ SERVICES AND ASSOCIATED SOFTWARE IS CONDITIONED UPON YOUR COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS OF SERVICE.

BY SIGNING THE BLACKBOARD COLLABORATE SALES ORDER FORM AND/OR BY ACCESSING, BROWSING, AND USING THE SERVICES, YOU ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, THESE TERMS OF SERVICE ("TOS"). IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF SERVICE, DO NOT SIGN THE BLACKBOARD COLLABORATE SALES ORDER FORM AND DO NOT ACCESS/USE THE SOFTWARE OR SERVICES.

Blackboard Inc., and/or one of its affiliates or subsidiaries (the "Company" or "we") provides the *Blackboard Collaborate™* services and software to "you" (namely, the Customer listed on the signed Blackboard Collaborate Sales Order Form), subject to the following Terms of Service ("TOS"), which the Company 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 change. You can review the most current version of these TOS at any time through <https://secure.blackboard.com/legal/collaborate/TOS.htm>.

These TOS, together with the Blackboard Collaborate Sales Order Form (the "Order Form") you signed, constitute a legal agreement (the "Agreement") between you and the Company for your use of the specific services and/or software set forth on the Order Form. Further, in connection with the use of certain services and/or software, you may be required to download content, software, and/or required to agree to supplemental terms and conditions. These supplemental terms and conditions are hereby incorporated into these TOS. You represent and warrant that you have all necessary right, power and authority to enter into this Agreement and to perform and otherwise discharge all of your obligations hereunder.

1. GRANT OF RIGHTS

1.1 The Company hereby grants, and you hereby accept, subject to the terms and conditions of the Agreement:

- (i) where ASP Services are specified in the Order Form, a limited, personal, non-exclusive, non-transferable, non-sublicensable license to use the ASP Services, Software, and Documentation to facilitate the conduct of your classes, training sessions, seminars and other meetings;
- (ii) where a perpetual server license is specified in the Order Form, a perpetual, limited, personal, non-exclusive, non-transferable, non-sublicensable, single-server license to use the Software and Documentation on a single server to facilitate the conduct of your classes, training sessions, seminars and other meetings; or
- (iii) where a term license is specified in the Order Form, a limited, personal, non-exclusive, non-transferable, non-sublicensable license to use the Software and Documentation for the term specified in the Order Form to facilitate the conduct of your classes, training sessions, seminars and other meetings.

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1.2 As part of the set-up and initialization of the Software, the Company will set-up the virtual classrooms, administrative privileges and class schedules in the manner agreed to with you and specified in the Order Form. You shall pay the appropriate fees as per the Order Form or provide the Company with a purchase order prior to such set-up and initialization pursuant to Section 8 below.

1.3 So long as you are in compliance with the terms of this Agreement, including payment terms, the Company will make available to you for the Software (i) free of charge (other than reasonable implementation fees), as they become available, all Upgrades and (ii) for the fee to be determined by the Company upon issue, any New Versions of the Software. Nothing in this Agreement will obligate the Company to maintain the Software in the version covered by this Agreement indefinitely.

2. CUSTOMER RIGHTS, RESTRICTIONS AND OBLIGATIONS

2.1 Back-up/Archival Copy. You shall be entitled to make one copy of the Software (where Software is provided to you) and/or Documentation for backup or archival purposes only. You shall reproduce with such copy any trade-mark, copyright and other notices, or any other indicia of ownership contained in or associated with the Software and/or Documentation on such copy. You may not use any backup or archival copy of the Software or Documentation for any purpose other than to replace an original copy if it is destroyed or becomes defective.

2.2 No Rights to Other Software/Services. You acknowledge and agree that you are only being granted a license to use the ASP Services, Software and Documentation specified in the Order Form for the period specified therein and that, for greater certainty, such license shall not be construed as to grant to you the right to use any other software, services or documentation of the Company or its suppliers, or to use or exploit the Software, ASP Services and Documentation in any manner other than as expressly permitted by the Agreement.

2.3 Use by Authorized Users. You may (subject to, and only to the extent of, the license rights granted to you in Section 2.1 above) permit your Authorized Users to use the Software, ASP Services and/or Documentation for such purpose. You may provide access to, or copies of, the Documentation to your Authorized Users as necessary for, and in conjunction with, your authorized use of the Software and/or ASP Services, and may abridge or condense the Documentation in connection therewith, provided that the copyright to any derivative work shall belong to the Company and you shall reproduce with such copy or work any trade-mark, copyright and other notices, or any other indicia of ownership contained in, or associated with, the Documentation. You acknowledge and agree that you shall be responsible and liable for all uses made by you or your Authorized Users of the Software, ASP Services or Documentation.

2.4 Compliance with Laws. You shall comply with all applicable laws (including, but not limited to export/import laws and laws relating to privacy, obscenity, copyright, trademark, confidential information, trade secret, libel, slander or defamation), as well as all policies and practices of your affiliated school or organization. You shall not, directly or indirectly, send, submit, post, receive or otherwise facilitate, or in any way use, or permit to be used, the Software, ASP Services or Documentation, to send, submit, post, receive or otherwise facilitate the transmission of any materials that are abusive, obscene, profane, sexually explicit, threatening, or materials containing blatant expressions of bigotry, racism or hate, or which violate or infringe any third-party right.

2.5 Customer Restrictions. You agree that, unless otherwise expressly permitted in this Agreement, you and your Authorized Users will not: (i) reproduce, republish, display, frame, download (except as expressly authorized herein), distribute, or transmit the Software and/or the ASP Service; (ii) to the extent permitted under applicable law, redistribute, encumber, sell, rent, lease, loan, sublicense, assign, or otherwise transfer rights to the Software and/or the ASP Service; (iii) modify or create any derivative works based on the Software, including customization, translation, or localization, or use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Software and/or the ASP Service; (iv) copy, reproduce, reuse in another product or service, modify, alter, or display in any manner any software or files, or parts thereof, included as part of the Software, or otherwise permit the Software, ASP Services or Documentation to be subject to any timesharing, service bureau, subscription service or rental activities; (v) except to the extent expressly permitted by law, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the Software, or in any way ascertain, decipher, or obtain the communications protocols for accessing the Software, or the underlying ideas or algorithms of the Software (e.g., in an effort to develop other applications or services that provide similar or substitute or complimentary functionality to the Software or the ASP Services); (vi) create or use any software other than as authorized by the Company to access the Software or to access the Software or the ASP Services by any means other than through the interface that is provided by the Company for use in accessing the Software or ASP Services; (vii) attempt to gain unauthorized access to the Software or to any account, application, platform, computer system or network associated with the Software; (viii) use the Software or ASP Services in any way that violates this Agreement, or any other agreements to which you are a party, or any law; and/or (ix) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in or on the Software or associated with the ASP Services. You may not charge any fees to any party for their use of the Software and/or ASP Services.

2.6 Modifications to Software and ASP Services. The Company may, at its sole discretion, and from time to time, (i) discontinue the Software or ASP Services or modify the features of the Software or ASP Services from time to time without prior notice; and (ii) make available additional features and/or functionalities to the Software or ASP Service which may, but are not required to, be added to the Software or ASP Service by you at an additional cost.

3. THIRD PARTY SOFTWARE; INTERNET ACCESS

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3.1 Third Party Software. The Software and ASP Service may contain third party software and the Company reserves the right to modify the Software and ASP Service to maintain compliance with the license terms of third party software. The Company is required to, and you agree that you will also, comply with the applicable terms of any third party license of which you have been notified by the Company.

3.2 Internet Access and Necessary Equipment. In order to use the Software and ASP Services, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service and/or telephony fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. You acknowledge and agree that such equipment and system requirements, which may change from time to time, are your responsibility. Where ASP Services are specified in the Order Form, the Company shall use commercially reasonable efforts to provide you and your Authorized Users with access via the Internet to the Software for the purpose of using the Software in accordance with the terms of this Agreement and in the manner more particularly set out herein. Generally, the Company endeavors to provide such access on a 24-hour per day and 365 days per year basis. However, such access may not be available from time to time as a result of repairs, upgrades or routine maintenance. The Company will use commercially reasonable efforts to minimize the impact of such activities.

4. REGISTRATION; PASSWORDS AND ACCESS

4.1 Registration. In consideration of your use of the Software and ASP Services, you or your Authorized Users may be required to provide information in order to register for and/or use certain Software and ASP Services. You agree to (a) provide true, accurate, current and complete information about yourself and your Authorized Users as prompted by the Software's registration form, and (b) maintain and promptly update all such information to keep it true, accurate, current and complete.

4.2 Passwords and Access. You and your Authorized Users may receive a password and account designations upon completing the registration process. You are solely responsible for maintaining the confidentiality of these account(s) and password(s), and are fully responsible for all activities that occur under such passwords or user identifications. You shall be permitted to provide access codes and passwords to Authorized Users. You acknowledge and agree that you are solely responsible for the issuance of access codes and passwords and that the Company will only issue access codes or passwords to Authorized Users on your instruction and as your agent. You acknowledge and agree that you shall be responsible for each and every access, use or employment of the ASP Services or Software that occurs by your Authorized Users and/or in conjunction with such passwords and user identifications, and that the Company is authorized to accept the user identifications and passwords as conclusive evidence that you, or your Authorized Users, as the case may be, have accessed, utilized, or otherwise employed the ASP Services and/or the Software. You agree to (a) notify the Company of any unauthorized use of such password or user identifications and any other breach of security, and (b) ensure that you and your Authorized Users exit from your account at the end of each session using the logout button. You and your Authorized Users are solely responsible for applying the appropriate level of access rights to Customer Content and to communications involving the use of the ASP Services or Software.

5. CONSENTS; CUSTOMER CONTENT

5.1 Necessary Consents. Where ASP Services are specified in the Order Form, you acknowledge and agree that the ASP Services are provided via the Internet and that you and your Authorized Users' information, including personal information, may be transferred across national borders and stored or processed in any country in the world. You are solely responsible for obtaining and maintaining any necessary consents or permissions from your Authorized Users or others whose information may be collected, recorded, processed, stored, used, disclosed, transferred, exchanged or otherwise handled as a result of, or as part of, any Customer Content or any communications involving the use of the ASP Services or Software and agree to obtain and maintain all such consents or permissions throughout the term of this Agreement. If you reside in the European Union, upon registration you will be indicating your explicit consent that the personal information you have provided may be transferred and stored in countries outside the EU, including the United States. If you fail to provide your consent, you will not be permitted to access the Services for which registration is required. Your personal information shall only be used in accordance with the Company's Privacy Policy at <http://www.blackboard.com/Footer/Privacy-Policy.aspx>.

5.2 Customer Content.

(i) You are solely responsible for all Customer Content, as well as for the content of any communications by you or your Authorized Users, including any communications involving the use of the ASP Services or the Software. By uploading or otherwise making available any Customer Content, you automatically grant and/or warrant that the owner has granted the Company, the perpetual, world-wide, royalty-free, non-exclusive, sublicensable, irrevocable right and license to use, reproduce, modify, publish, distribute, perform, display, and transmit the Customer Content through the Service, including use of Customer Content, courses, designs and customizations for promotional and/or marketing purposes. You also permit any other user with access to your instance of the Service, subject to your restrictions, to access, view, store, and reproduce the Customer Content to the same extent permitted herein.

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(ii) You are solely responsible for making and keeping back-up copies of Customer Content. The Company shall not be responsible or liable for the deletion or accuracy of Customer Content, the failure to store, transmit, encrypt (or otherwise secure) or receive Customer Content, or the storage, transmission, encryption (or other security) or receipt of any other communication involving the use of the ASP services or Software.

(iii) You acknowledge and agree that most information shared or communicated between you, your Authorized Users and the Company, the ASP Services or the Software occurs in an unsecured environment, is not treated as confidential, and may be intercepted and read by others.

(iv) You acknowledge that the Company does not pre-screen Customer Content, but that the Company shall have the right (but not the obligation) in its sole discretion to refuse or move any Customer Content that is available through the Software and/or ASP Services. Without limiting the foregoing, the Company has the right to remove any Customer Content or your access to the Software and/or ASP Services that violates these TOS or is otherwise objectionable. You agree and acknowledge that the Company may preserve Customer Content and may disclose Customer Content if required to do so by law or in the good faith belief that any such preservation or disclosure is reasonably necessary to comply with legal process, enforce the TOS, and/or respond to claims that any Customer Content violates the rights of third parties or protect the rights, property or personal safety of the Company, its users and the public.

6. PROPRIETARY RIGHTS AND COPYRIGHT

You acknowledge and agree that the Software and ASP Service and any necessary software used in connection therewith contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You agree that title to and ownership of the Software (including all source code), ASP Services and Documentation and any modifications made thereto and all intellectual property rights therein shall at all times remain with the Company and/or its suppliers. You shall not have any right, title or ownership interest in the Software, ASP Services or Documentation except the limited right to use the Software, ASP Services and Documentation as explicitly provided in the Agreement.

7. SUPPORT

7.1 Support Services. For the term identified in the Order Form, and thereafter as long as you continue to obtain support services from the Company pursuant to a then-current support services agreement, the Company shall provide, to such degree as the Company makes such services generally available, support services on an annual basis with respect to the Software and/or ASP Services. Support services currently include delivery of bug fixes and workarounds, and support via telephone (up to a maximum of 250 calls per year, after which the charges set out in the Order Form will apply). Where telephone support is provided, only those individuals who are responsible for providing support to your Authorized Users shall be entitled to make use of same.

7.2 Onsite Support. If, for whatever reason, support is required to be delivered by the Company from anywhere other than the offices of the Company, and you approve the delivery of that support, you shall pay the then-current applicable onsite support fees (including travel time) and the Company's reasonable travel, subsistence and other expenses incurred in connection therewith.

7.3 Company Responsibility. In providing support services the Company shall only be required to use reasonable commercial efforts to correct documented errors in the ASP Services and/or Software identified by you, which can be repeated by the Company (with your assistance if the Company so requests such assistance). Notwithstanding the forgoing, under no circumstances does the Company warrant or represent that all errors can or will be corrected.

8. FEES; EXPENSES

8.1 Fees; Payments. In consideration for the Company's performance under this Agreement, you agree to pay the Company all fees required by the Order Form, which fees will be due in accordance with the provisions of the Order From, but in no event later than forty-five (45) days after the date of an invoice from the Company. The Company expressly reserves the right to change the fees payable under any Order Form with respect to any renewal of such Order Form upon expiration of its then-current term. Any renewal fees of the Service shall be at the Company's then-current rates. You will pay all fees in U.S. dollars, unless otherwise noted on the Order Form. Payments shall be sent to the address indicated on the invoice.

8.2 Late Fees. The Company 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.

8.3 Audit. For the sole purpose of ensuring compliance with this Agreement, the Company shall have the right, at its expense, to audit your use of the Software during your normal business hours upon not less than seven (7) days' advance notice. Any such audit shall not be made more

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frequently than once every twelve months, provided that if any such audit reveals a material breach of this Agreement, the Company 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 the Company unless the audit reveals that you have underpaid fees due under this Agreement in excess of 5% of the total owed for any calendar year, in which case you shall, in addition, reimburse to the Company the reasonable costs of conducting the audit.

8.4 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 the performance of the ASP Services by the Company to you. You 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 you are required to deduct or withhold, you will promptly notify the Company of the requirement, pay the required amount to the relevant governmental authority, provide the Company with an official receipt or certified copy or other documentation acceptable to the Company evidencing payment, and pay to the Company, in addition to the payment to which the Company is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount actually received by the Company equals the full amount the Company would have received had no such deduction or withholding been required. If you are exempt from any such taxes or fees, then such taxes or fees shall not be charged to you upon the Company's receipt of a copy of your tax exemption certificate or number.

8.5 Expenses. Except as provided in these TOS or the Order Form, 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 the Company 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 you by the Company, you shall reimburse the Company for any professional time and expenses incurred to respond to the request, unless the Company is a party to the proceeding or the subject of the investigation.

8.6 Purchase Orders. You agree that if your internal procedures require that a purchase order be issued as a prerequisite to payment of any amounts due to the Company, you will timely issue such purchase order and inform the Company of the number and amount thereof. You agree 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 your obligations under this Agreement, including payment of amounts owed to the Company.

9. TERM; TERMINATION

9.1 Term. The initial term ("Initial Term") of this Agreement shall be as specified in the Order Form.

9.2 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 Order Form (if more than one Order Form is in effect) 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 11 or the license usage restrictions in the Order Form. Notwithstanding any other provision in this Agreement, the Company may terminate this Agreement, or any portion of the licenses granted herein, immediately, without notice, if it is determined that you or your Authorized Users have failed to comply with any applicable laws.

9.3 Termination for Insolvency. Without prejudice to any other available remedies, either party may terminate the 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.

9.4 Effect of Termination. Upon termination of this Agreement, all licenses granted and products or services provided under this Agreement shall immediately cease. Upon termination, you will immediately discontinue all use of materials licensed under this Agreement, and will pay to the Company 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 Order Form (including upon termination of this Agreement in its entirety), the provisions of such Order Form regarding the effect of such Order Form's termination shall also apply.

9.5 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 6, 8, 9.4, 9.5, 10-15 of these TOS shall survive the termination of this Agreement for any reason.

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10. PRIVACY POLICY

Because like you, we are Internet users concerned about privacy, we also are concerned about your right to privacy while accessing our websites and using the Software and ASP Services. As such, your use of the ASP Services and Software is subject to our Privacy Policy. Please take the opportunity to review our Privacy Policy at <http://www.blackboard.com/Footer/Privacy-Policy.aspx> which is incorporated herein by reference.

11. CONFIDENTIALITY

11.1 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. Notwithstanding any provision to the contrary contained herein, it is recognized that USM (Customer) is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, §§25-61-1, et seq., Miss. Code Ann. If a public records request is made for any information provided to USM (Customer) pursuant to this agreement, USM (Customer) shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to this agreement shall be liable to the other party for disclosures of information required by court order or required by law.

11.2 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.

11.3 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 11 to keep such terms confidential.

11.4 Exceptions to Confidential Treatment. Notwithstanding the foregoing, the preceding provisions of this Section 11 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. Further, if the Company is required by applicable law, legal process or government action to produce information, files, documents or personnel as witnesses with respect to these TOS or the Services provided to you by the Company, you shall reimburse the Company for any professional time and expenses incurred to respond to the request, unless the Company is a party to the proceeding or the subject of the investigation.

11.5 Contact Information. You hereby authorize the Company 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 the Company relating to Company-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 you have purchased through the Company for the purpose of providing those products and services or support or maintenance for the products and services. You acknowledge that you have the right to provide such consent, and the Company acknowledges that it will not use or distribute the contact information except as explicitly set forth above.

11.6 Other Rights. You hereby grant to the Company the limited right to use your name, logo and/or other marks for the sole purpose of listing you as a user of the applicable Software or ASP Services in the Company's promotional materials. The Company agrees to discontinue such use within fourteen (14) days of your written request.

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12. DISCLAIMER OF WARRANTY

THE FOLLOWING PARAGRAPHS OF THIS SECTION 12 ARE IMPORTANT LEGAL LANGUAGE. PLEASE READ THESE PARAGRAPHS CAREFULLY, AS THEY LIMIT THE COMPANY'S LIABILITY TO YOU.

12.1 Disclaimer of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE MISSISSIPPI LAW, EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN ANY ATTACHED ORDER FORM(S): (A) THE SOFTWARE AND ALL PORTIONS THEREOF, AND ANY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY 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 THE COMPANY NOR ITS LICENSORS WARRANT THAT THE FUNCTIONS OR INFORMATION CONTAINED IN THE SOFTWARE OR ASP SERVICES WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE, OR THAT THE SOFTWARE OR ASP SERVICES WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION, OR THAT ANY DEFECTS OR ERRORS IN THE SOFTWARE OR ASP SERVICES WILL BE CORRECTED, OR THAT THE SOFTWARE OR ASP SERVICES IS COMPATIBLE WITH ANY PARTICULAR COMPUTER SYSTEM OR SOFTWARE; AND (C) THE COMPANY AND ITS LICENSORS MAKE NO GUARANTEE OF ACCESS TO OR OF ACCURACY OF THE CONTENT CONTAINED IN OR ACCESSED THROUGH THE SOFTWARE OR ASP SERVICES. WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE THAT THE ASP SERVICES AND/OR THE SOFTWARE ARE NOT DESIGNED OR LICENSED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS (INCLUDING, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION/COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, SURGICAL OR MEDICAL FACILITIES, LIFE SUPPORT OR WEAPONS SYSTEMS) AND THAT THE COMPANY SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATION, WARRANTY OR CONDITION OF FITNESS FOR SUCH PURPOSES.

12.2 Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE MISSISSIPPI LAW, IN NO EVENT WILL THE COMPANY OR ITS LICENSORS BE LIABLE TO YOU OR ANY OF YOUR AUTHORIZED USERS FOR ANY OF THE FOLLOWING TYPES OF LOSS OR DAMAGE ARISING IN ANY WAY OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE, OR ASP SERVICES, WHETHER OR NOT THE COMPANY 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 THE COMPANY'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 YOU UNDER THIS AGREEMENT FOR THE PARTICULAR SOFTWARE, AND/OR ASP 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. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES THE COMPANY'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

12.3 Liability Not Excluded. Nothing in this Section 12 excludes or limits the liability of the Company to you for death or personal injury caused by the negligence of the Company or any other liability which cannot be excluded by law.

12.4 Essential Basis. The parties acknowledge and agree that the disclaimers, exclusions and limitations of liability set forth in this Section 12 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.

13. INFRINGEMENT

13.1 Company Infringement Obligations. If any third party brings a claim against you alleging that the use of the Software or ASP Services 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 you must promptly notify the Company in writing and make no admission in relation to such alleged infringement. In connection with any such claim and provided that you have promptly fulfilled all of the foregoing obligations and are not in material breach of the Agreement, the Company shall at its own expense and option: (i) indemnify, defend, and settle such claim, (ii) procure you the right to use the Software or ASP Services, (iii) modify or replace the Software or ASP Services to avoid infringement; or (iv) refund the applicable fee paid for the current term. In the event that the Company exercises option (i) above, it shall have the sole and exclusive authority to defend and/or settle any such claim or action, provided that the Company will keep you informed of, and will consult with any independent legal advisors appointed by you at your own expense regarding the progress of such defense.

13.2 Exceptions. The Company shall have no liability to you under Section 13.1 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 ASP Services in a manner other than as specified by the Company, or your breach of these TOS; (ii) any combination of the Software or ASP Services with other products, equipment, devices, software,

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systems or data not manufactured by the Company (including, without limitation, any software produced by you 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 ASP Services by any person other than the Company (any of the foregoing, separately and collectively, "Customer Matters").

13.3 Customer Infringement Obligations. The Company agrees (i) to provide you with prompt written notice of any Company Claim and (ii) to provide such assistance as you may reasonably request, at your expense, in order to settle or defend any such Company Claim.

13.4 Exclusive Remedy. THE FOREGOING PROVISIONS OF THIS SECTION 13 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.

14. DEFINITIONS

The following terms shall have the following meanings when used in the Agreement:

"ASP Services" shall mean those services, as may be amended from time to time, provided by the Company in respect of the hosting of, and access via the Internet to, the Software for the purpose of permitting you and your Authorized Users to use the Software in the manner as more particularly set out herein (for greater certainty, ASP Services are optional and are only provided when indicated on the Order Form).

"Authorized Users" means those individuals who are authorized by you to use the ASP Services, Software or Documentation, from time to time, in the manner as more particularly set out herein.

"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. "Confidential Information" shall also include information about the Software, ASP Services or Documentation.

"Customer Content" shall mean all items supplied by you or your Authorized Users for inclusion in, use in association with, or uploading to the ASP Services or the Software, including all program, data, or other software files, regardless of format, documents, text, pictures, photographs, graphics, video, animation, and sound recordings.

"Documentation" shall mean, with respect to any particular Software and ASP Services, any applicable standard end user specifications and/or operating instructions provided by the Company for such Software and ASP Services, which may be amended from time to time. Documentation does not include any sales or marketing materials.

"Effective Date" shall mean the date on which you indicated your acceptance of this Agreement by executing and returning the Order Form to the Company.

"Software" shall mean the computer programs specified in the Order Form and all related files and Documentation, or any portion thereof, as may be amended from time to time and provided or made available by the Company to you or your Authorized Users under the terms of this Agreement.

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

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

15. GENERAL PROVISIONS

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15.1 Order of Precedence. In the event a conflict arises between these TOS and the provisions of any Order Form, these TOS will govern unless the relevant Order Form expressly provides otherwise. No term or provision set forth 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.

15.2 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.

15.3 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 15.3 will be construed to limit either party's rights under Sections 9 and 15.7.

15.4 Governing Law. This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of Mississippi 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.

15.5 Modification and Waiver. No modification, amendment, supplement, or other change to this Agreement, including, without limitation, changes to any Order Form will be effective unless set forth in writing and signed by duly authorized representatives of the Company and you. 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.

15.6 Assignment. None of your rights or obligations under this Agreement may be assigned, delegated or otherwise transferred, whether by agreement, operation of law or otherwise, without the express prior written consent of the Company, and any attempt to assign, delegate or otherwise transfer any of your rights or obligations hereunder, without such consent, shall be void. Subject to the preceding sentence, this Agreement shall bind each party and its permitted successors and assigns.

15.7 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 9, 12 and 13.

15.8 Notices. The Company may provide you with notices regarding changes to the TOS, by email, regular mail or postings on the Services or its webpages. Any other 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 on the Sales Order Form or to such other address as shall be given in accordance with this Section 15.8, and shall be effective upon receipt. You also understand and agree that the Software and/or ASP Services may include certain communications from the Company, including service announcements and administrative messages, and that these communications are considered part of your registration, and you will not be able to opt out of receiving them.

15.9 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.

15.10 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. All rights not specifically granted in this Agreement are reserved by the Company.

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

15.12 Links. Some links on the Company websites lead to sites posted by independent site owners. Because the Company has no control over these sites, the Company is not responsible for such sites' accessibility via the Internet and does not endorse products, services, or information provided by such sites. As such, the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with, use or reliance on you or any Authorized User or other content, goods, or services available on or through any other site. Further, the inclusion of these links does not imply that the other sites have given permission for inclusion of these links, or that there is any relationship between the Company and the linked sites. The Company is an independent operating company and reference to other companies do not imply any partnership, joint venture, or other legal connection where the Company would be responsible for the actions of their respective owners. Unless otherwise explicitly stated, all marketing or promotional materials found on the Company websites and the Service are solely directed to individuals, companies, or other entities located in the United States.

15.13 Trademark Notice. Blackboard, the Blackboard logo, BBWorld, Blackboard Learn, Blackboard Collaborate, Behind the Blackboard, Elluminate, Elluminate Plan!, Elluminate Live!, Elluminate Publish!, Elluminate Bridges, Elluminate vClass, Elluminate vOffice, Elluminate vRoom, Wimba, Wimba Classroom, Wimba Pronto, Wimba Voice and Wimba Create are trademarks or registered trademarks of the Company, or one of its affiliates or subsidiaries, in the United States and/or other countries. All other trademarks, service marks, trade dress, and logos used in the Company websites, and the Services are the trademarks, service marks, trade dress, and logos of their respective owners.

15.14 Designated Agent. The Digital Millennium Copyright Act, signed into law on October 28, 1998, amended the copyright law to provide limitations for service provider liability relating to material online. In compliance with such Act, the Company has registered a Designated Agent with the United States Copyright Office to receive notice of alleged copyright infringements contained on the Company services. All inquiries into alleged copyright infringement on the Company services should be sent to Blackboard, c/o Teresa Frazier, 650 Massachusetts Avenue, 6th Floor, Washington, D.C. 20001.

15.15 Interstate Nature of Communications. When you register with the Software and/or ASP Services, you acknowledge that in using the Software and/or ASP Services to send or store electronic communications (including but not limited to uploading photos and files, you will be causing communications to be sent through the Company or the Company's third party computer networks located in the United States and abroad. As a result, and also as a result of the Company's network architecture and business practices and the nature of electronic communications, even communications that seem to be intrastate in nature can result in the transmission of interstate communications regardless of where you are physically located at the time of transmission. Accordingly, by agreeing to this TOS, you acknowledge that use of the Software and/or the ASP Services results in interstate data transmissions.

15.16 Relationship. The Company and you are independent contracting parties. This Agreement shall not constitute the parties as principal and agent, partners, joint venturers, or employer and employee.

15.17 Entire Agreement. This Agreement, namely these TOS and the Order Form(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 you may not and should not rely on any sales or marketing materials provided to it by the Company. The Company's only obligations to you related to the subject matter of this Agreement are set forth in this Agreement. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. 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 Order Form 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.

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VOID IF EXECUTED AFTER MAY 30, 2012

BLACKBOARD COLLABORATE™ SALES ORDER FORM

This Blackboard Collaborate Sales Order Form ("Order Form") between University of Southern Mississippi ("Customer") and Company (as defined in the Terms of Service) details the terms of Customer's use of the Blackboard Collaborate software and services set forth in Section 1 below, and shall become effective on the later of: (i) Customer's execution and Company's acceptance and agreement; or (ii) the date specified in Section 3 below ("Effective Date").

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

Product Code	Product Name	Description	Qty (no.)	Initial Term Fee (USD) Period 1: 9/29/11 - 9/28/12
WB-WC-4-LIC	Wimba Classroom (8,000 - 14,999)	Wimba Classroom (8,000 - 14,999). Blackboard currently offers with the renewal of this product, unlimited storage.	1	USD 23,575.00
WB-WC-4-ASP	Wimba Classroom (8,000 - 14,999) HST	Wimba Classroom (8,000 - 14,999) HST. Blackboard currently offers with the renewal of this product, unlimited storage.	1	USD 10,477.00
WB-WV-4-LIC	Wimba Voice (8,000 - 14,999)	_____	1	USD 10,048.00
WB-WV-4-ASP	Wimba Voice (8,000 - 14,999) HST	_____	1	USD 4,505.00

Sales Order Total Fee (Initial Term):		USD 48,605.00
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Customer understands and agrees that this Order Form limits the use of the Software, ASP Services and/or Professional Services by the Customer to the delineated Description and Quantity specified above. Additional access to or usage of the software or services is subject to additional purchase.

2. Initial Term (aggregate months): 12

3. Effective Date (applicable only if different from acceptance date as described in the preamble): 9/29/11

4. Enterprise Licensed User Group (applicable only to enterprise banded products): University of Southern Mississippi

5. Customer Billing Contact:

Contact Name:	<u>Amy Thornton</u>	Contact Phone:	<u>601/266-6197</u>
Street Address:	<u>118 College Dr. #5023</u>	City and State/Province:	<u>Hattiesburg, MS</u>
Postal Code and Country:	<u>39401, USA</u>	E-Mail Address:	<u>amy.thornton@usm.edu</u>

6. Support. A "Support Instance" is a unique request for support or service, and encompasses the cycle of communication from request initiation to instance resolution. Up to 250 Support Instances are included in the price above ("Included Instances"). Support Instances in excess of the Included Instances are subject to purchase.

7. ASP Storage. ASP Services include a total of 5GB of storage for archives ("Storage Capacity"), unless otherwise specifically set forth in Section 1 above. Storage in excess of the Storage Capacity is subject to purchase.

8. Professional Services. If the Customer purchases Professional Services, in addition to the fees specified for such services, Customer agrees to reimburse Company's reasonable travel and living expenses incurred by Company's

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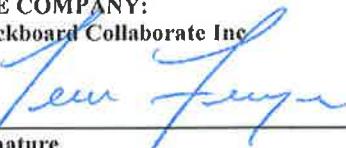
employees and subcontractors in connection with the performance of such services, provided, however, that: a) such expenses shall be invoiced separately as incurred; b) any single expense greater than \$250 shall be subject to Customer's approval; and c) upon request Company will provide reasonable documentation indicating that Company incurred such expenses. Professional Services are not subject to renewal.

9. **Payment and Term.** In consideration for the use of the Software, ASP Services and/or Professional Services (as applicable) during the Initial Term, the Customer will pay the Company the fees set forth above (the "Fee"). The total Fee will be invoiced on execution of the Agreement and is due within 45 days of invoicing.
10. **Terms of Service.** The terms of service attached as Exhibit A ("Terms of Service") are incorporated herein by reference, and together with this Order Form constitute the agreement between the parties ("Agreement"). Capitalized terms not otherwise defined are defined in the Terms of Service. By executing and returning this Order Form, Customer acknowledges and agrees that its use of the Blackboard Collaborate software and services specified herein is subject to, and governed by, all of the terms and conditions of this Agreement including, without limitation, all of the rights, restrictions, indemnities, disclaimers and limitations set forth in the Terms of Service. The individual executing this Order Form on Customer's behalf represents and warrants that he or she has the authority to enter into this Agreement and bind the Customer to all of its terms and conditions as of the date indicated below. Notwithstanding anything to the contrary in any purchase order or any other document provided by Customer, any service provided or license granted by the Company to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Terms of Service incorporated by reference herein. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void.

11. SPECIAL CONDITIONS (IF ANY):

THE COMPANY:

Blackboard Collaborate Inc


Signature

Print Name and Title: Tess Frazier, VP
Contracts

Date: 5/4/2012

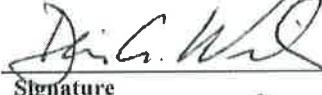
Address: Blackboard Inc.
650 Massachusetts Ave NW,
6th Floor
Washington, D.C. 20001
Attn: Contracts Department

Phone Number: +1 202-463-4860

Fax Number: +1 202-478-1712

NAME OF CUSTOMER:

University of Southern Mississippi


Signature

Print Name and Title: Denis A. Wiesenbusch
Interim Provost

Date:

Address:
118 College Dr. #5023
Hattiesburg, MS 39401
USA

Contact for Notices: Amy Thornton

Phone Number: 601/266-6197

Fax Number: 601.266.4409

Contact Email: amy.thornton@usm.edu

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Exhibit A

BLACKBOARD COLLABORATE™

TERMS OF SERVICE

IMPORTANT, READ CAREFULLY: YOUR USE OF THE BLACKBOARD WEBSITES AND THE BLACKBOARD COLLABORATE™ SERVICES AND ASSOCIATED SOFTWARE IS CONDITIONED UPON YOUR COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS OF SERVICE.

BY SIGNING THE BLACKBOARD COLLABORATE SALES ORDER FORM AND/OR BY ACCESSING, BROWSING, AND USING THE SERVICES, YOU ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, THESE TERMS OF SERVICE ("TOS"). IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF SERVICE, DO NOT SIGN THE BLACKBOARD COLLABORATE SALES ORDER FORM AND DO NOT ACCESS/USE THE SOFTWARE OR SERVICES.

Blackboard Inc., and/or one of its affiliates or subsidiaries (the "Company" or "we") provides the *Blackboard Collaborate™* services and software to "you" (namely, the Customer listed on the signed Blackboard Collaborate Sales Order Form), subject to the following Terms of Service ("TOS"), which the Company 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 change. You can review the most current version of these TOS at any time through <https://secure.blackboard.com/legal/collaborate/TOS.htm>.

These TOS, together with the Blackboard Collaborate Sales Order Form (the "Order Form") you signed, constitute a legal agreement (the "Agreement") between you and the Company for your use of the specific services and/or software set forth on the Order Form. Further, in connection with the use of certain services and/or software, you may be required to download content, software, and/or required to agree to supplemental terms and conditions. These supplemental terms and conditions are hereby incorporated into these TOS. You represent and warrant that you have all necessary right, power and authority to enter into this Agreement and to perform and otherwise discharge all of your obligations hereunder.

1. GRANT OF RIGHTS

1.1 The Company hereby grants, and you hereby accept, subject to the terms and conditions of the Agreement:

- (i) where ASP Services are specified in the Order Form, a limited, personal, non-exclusive, non-transferable, non-sublicensable license to use the ASP Services, Software, and Documentation to facilitate the conduct of your classes, training sessions, seminars and other meetings;
- (ii) where a perpetual server license is specified in the Order Form, a perpetual, limited, personal, non-exclusive, non-transferable, non-sublicensable, single-server license to use the Software and Documentation on a single server to facilitate the conduct of your classes, training sessions, seminars and other meetings; or
- (iii) where a term license is specified in the Order Form, a limited, personal, non-exclusive, non-transferable, non-sublicensable license to use the Software and Documentation for the term specified in the Order Form to facilitate the conduct of your classes, training sessions, seminars and other meetings.

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1.2 As part of the set-up and initialization of the Software, the Company will set-up the virtual classrooms, administrative privileges and class schedules in the manner agreed to with you and specified in the Order Form. You shall pay the appropriate fees as per the Order Form or provide the Company with a purchase order prior to such set-up and initialization pursuant to Section 8 below.

1.3 So long as you are in compliance with the terms of this Agreement, including payment terms, the Company will make available to you for the Software (i) free of charge (other than reasonable implementation fees), as they become available, all Upgrades and (ii) for the fee to be determined by the Company upon issue, any New Versions of the Software. Nothing in this Agreement will obligate the Company to maintain the Software in the version covered by this Agreement indefinitely.

2. CUSTOMER RIGHTS, RESTRICTIONS AND OBLIGATIONS

2.1 Back-up/Archival Copy. You shall be entitled to make one copy of the Software (where Software is provided to you) and/or Documentation for backup or archival purposes only. You shall reproduce with such copy any trade-mark, copyright and other notices, or any other indicia of ownership contained in or associated with the Software and/or Documentation on such copy. You may not use any backup or archival copy of the Software or Documentation for any purpose other than to replace an original copy if it is destroyed or becomes defective.

2.2 No Rights to Other Software/Services. You acknowledge and agree that you are only being granted a license to use the ASP Services, Software and Documentation specified in the Order Form for the period specified therein and that, for greater certainty, such license shall not be construed as to grant to you the right to use any other software, services or documentation of the Company or its suppliers, or to use or exploit the Software, ASP Services and Documentation in any manner other than as expressly permitted by the Agreement.

2.3 Use by Authorized Users. You may (subject to, and only to the extent of, the license rights granted to you in Section 2.1 above) permit your Authorized Users to use the Software, ASP Services and/or Documentation for such purpose. You may provide access to, or copies of, the Documentation to your Authorized Users as necessary for, and in conjunction with, your authorized use of the Software and/or ASP Services, and may abridge or condense the Documentation in connection therewith, provided that the copyright to any derivative work shall belong to the Company and you shall reproduce with such copy or work any trade-mark, copyright and other notices, or any other indicia of ownership contained in, or associated with, the Documentation. You acknowledge and agree that you shall be responsible and liable for all uses made by you or your Authorized Users of the Software, ASP Services or Documentation.

2.4 Compliance with Laws. You shall comply with all applicable laws (including, but not limited to export/import laws and laws relating to privacy, obscenity, copyright, trademark, confidential information, trade secret, libel, slander or defamation), as well as all policies and practices of your affiliated school or organization. You shall not, directly or indirectly, send, submit, post, receive or otherwise facilitate, or in any way use, or permit to be used, the Software, ASP Services or Documentation, to send, submit, post, receive or otherwise facilitate the transmission of any materials that are abusive, obscene, profane, sexually explicit, threatening, or materials containing blatant expressions of bigotry, racism or hate, or which violate or infringe any third-party right.

2.5 Customer Restrictions. You agree that, unless otherwise expressly permitted in this Agreement, you and your Authorized Users will not: (i) reproduce, republish, display, frame, download (except as expressly authorized herein), distribute, or transmit the Software and/or the ASP Service; (ii) to the extent permitted under applicable law, redistribute, encumber, sell, rent, lease, loan, sublicense, assign, or otherwise transfer rights to the Software and/or the ASP Service; (iii) modify or create any derivative works based on the Software, including customization, translation, or localization, or use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Software and/or the ASP Service; (iv) copy, reproduce, reuse in another product or service, modify, alter, or display in any manner any software or files, or parts thereof, included as part of the Software, or otherwise permit the Software, ASP Services or Documentation to be subject to any timesharing, service bureau, subscription service or rental activities; (v) except to the extent expressly permitted by law, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the Software, or in any way ascertain, decipher, or obtain the communications protocols for accessing the Software, or the underlying ideas or algorithms of the Software (e.g., in an effort to develop other applications or services that provide similar or substitute or complimentary functionality to the Software or the ASP Services); (vi) create or use any software other than as authorized by the Company to access the Software or to access the Software or the ASP Services by any means other than through the interface that is provided by the Company for use in accessing the Software or ASP Services; (vii) attempt to gain unauthorized access to the Software or to any account, application, platform, computer system or network associated with the Software; (viii) use the Software or ASP Services in any way that violates this Agreement, or any other agreements to which you are a party, or any law; and/or (ix) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in or on the Software or associated with the ASP Services. You may not charge any fees to any party for their use of the Software and/or ASP Services.

2.6 Modifications to Software and ASP Services. The Company may, at its sole discretion, and from time to time, (i) discontinue the Software or ASP Services or modify the features of the Software or ASP Services from time to time without prior notice; and (ii) make available additional features and/or functionalities to the Software or ASP Service which may, but are not required to, be added to the Software or ASP Service by you at an additional cost.

3. THIRD PARTY SOFTWARE; INTERNET ACCESS

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3.1 Third Party Software. The Software and ASP Service may contain third party software and the Company reserves the right to modify the Software and ASP Service to maintain compliance with the license terms of third party software. The Company is required to, and you agree that you will also, comply with the applicable terms of any third party license of which you have been notified by the Company.

3.2 Internet Access and Necessary Equipment. In order to use the Software and ASP Services, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service and/or telephony fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. You acknowledge and agree that such equipment and system requirements, which may change from time to time, are your responsibility. Where ASP Services are specified in the Order Form, the Company shall use commercially reasonable efforts to provide you and your Authorized Users with access via the Internet to the Software for the purpose of using the Software in accordance with the terms of this Agreement and in the manner more particularly set out herein. Generally, the Company endeavors to provide such access on a 24-hour per day and 365 days per year basis. However, such access may not be available from time to time as a result of repairs, upgrades or routine maintenance. The Company will use commercially reasonable efforts to minimize the impact of such activities.

4. REGISTRATION; PASSWORDS AND ACCESS

4.1 Registration. In consideration of your use of the Software and ASP Services, you or your Authorized Users may be required to provide information in order to register for and/or use certain Software and ASP Services. You agree to (a) provide true, accurate, current and complete information about yourself and your Authorized Users as prompted by the Software's registration form, and (b) maintain and promptly update all such information to keep it true, accurate, current and complete.

4.2 Passwords and Access. You and your Authorized Users may receive a password and account designations upon completing the registration process. You are solely responsible for maintaining the confidentiality of these account(s) and password(s), and are fully responsible for all activities that occur under such passwords or user identifications. You shall be permitted to provide access codes and passwords to Authorized Users. You acknowledge and agree that you are solely responsible for the issuance of access codes and passwords and that the Company will only issue access codes or passwords to Authorized Users on your instruction and as your agent. You acknowledge and agree that you shall be responsible for each and every access, use or employment of the ASP Services or Software that occurs by your Authorized Users and/or in conjunction with such passwords and user identifications, and that the Company is authorized to accept the user identifications and passwords as conclusive evidence that you, or your Authorized Users, as the case may be, have accessed, utilized, or otherwise employed the ASP Services and/or the Software. You agree to (a) notify the Company of any unauthorized use of such password or user identifications and any other breach of security, and (b) ensure that you and your Authorized Users exit from your account at the end of each session using the logout button. You and your Authorized Users are solely responsible for applying the appropriate level of access rights to Customer Content and to communications involving the use of the ASP Services or Software.

5. CONSENTS; CUSTOMER CONTENT

5.1 Necessary Consents. Where ASP Services are specified in the Order Form, you acknowledge and agree that the ASP Services are provided via the Internet and that you and your Authorized Users' information, including personal information, may be transferred across national borders and stored or processed in any country in the world. You are solely responsible for obtaining and maintaining any necessary consents or permissions from your Authorized Users or others whose information may be collected, recorded, processed, stored, used, disclosed, transferred, exchanged or otherwise handled as a result of, or as part of, any Customer Content or any communications involving the use of the ASP Services or Software and agree to obtain and maintain all such consents or permissions throughout the term of this Agreement. If you reside in the European Union, upon registration you will be indicating your explicit consent that the personal information you have provided may be transferred and stored in countries outside the EU, including the United States. If you fail to provide your consent, you will not be permitted to access the Services for which registration is required. Your personal information shall only be used in accordance with the Company's Privacy Policy at <http://www.blackboard.com/footer/Privacy-Policy.aspx>.

5.2 Customer Content.

(i) You are solely responsible for all Customer Content, as well as for the content of any communications by you or your Authorized Users, including any communications involving the use of the ASP Services or the Software. By uploading or otherwise making available any Customer Content, you automatically grant and/or warrant that the owner has granted the Company, the perpetual, world-wide, royalty-free, non-exclusive, sublicensable, irrevocable right and license to use, reproduce, modify, publish, distribute, perform, display, and transmit the Customer Content through the Service, including use of Customer Content, courses, designs and customizations for promotional and/or marketing purposes. You also permit any other user with access to your instance of the Service, subject to your restrictions, to access, view, store, and reproduce the Customer Content to the same extent permitted herein.

Gina Jackson

(ii) You are solely responsible for making and keeping back-up copies of Customer Content. The Company shall not be responsible or liable for the deletion or accuracy of Customer Content, the failure to store, transmit, encrypt (or otherwise secure) or receive Customer Content, or the storage, transmission, encryption (or other security) or receipt of any other communication involving the use of the ASP services or Software.

(iii) You acknowledge and agree that most information shared or communicated between you, your Authorized Users and the Company, the ASP Services or the Software occurs in an unsecured environment, is not treated as confidential, and may be intercepted and read by others.

(iv) You acknowledge that the Company does not pre-screen Customer Content; but that the Company shall have the right (but not the obligation) in its sole discretion to refuse or move any Customer Content that is available through the Software and/or ASP Services. Without limiting the foregoing, the Company has the right to remove any Customer Content or your access to the Software and/or ASP Services that violates these TOS or is otherwise objectionable. You agree and acknowledge that the Company may preserve Customer Content and may disclose Customer Content if required to do so by law or in the good faith belief that any such preservation or disclosure is reasonably necessary to comply with legal process, enforce the TOS, and/or respond to claims that any Customer Content violates the rights of third parties or protect the rights, property or personal safety of the Company, its users and the public.

6. PROPRIETARY RIGHTS AND COPYRIGHT

You acknowledge and agree that the Software and ASP Service and any necessary software used in connection therewith contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You agree that title to and ownership of the Software (including all source code), ASP Services and Documentation and any modifications made thereto and all intellectual property rights therein shall at all times remain with the Company and/or its suppliers. You shall not have any right, title or ownership interest in the Software, ASP Services or Documentation except the limited right to use the Software, ASP Services and Documentation as explicitly provided in the Agreement.

7. SUPPORT

7.1 Support Services. For the term identified in the Order Form, and thereafter as long as you continue to obtain support services from the Company pursuant to a then-current support services agreement, the Company shall provide, to such degree as the Company makes such services generally available, support services on an annual basis with respect to the Software and/or ASP Services. Support services currently include delivery of bug fixes and workarounds, and support via telephone (up to a maximum of 250 calls per year, after which the charges set out in the Order Form will apply). Where telephone support is provided, only those individuals who are responsible for providing support to your Authorized Users shall be entitled to make use of same.

7.2 Onsite Support. If, for whatever reason, support is required to be delivered by the Company from anywhere other than the offices of the Company, and you approve the delivery of that support, you shall pay the then-current applicable onsite support fees (including travel time) and the Company's reasonable travel, subsistence and other expenses incurred in connection therewith.

7.3 Company Responsibility. In providing support services the Company shall only be required to use reasonable commercial efforts to correct documented errors in the ASP Services and/or Software identified by you, which can be repeated by the Company (with your assistance if the Company so requests such assistance). Notwithstanding the foregoing, under no circumstances does the Company warrant or represent that all errors can or will be corrected.

8. FEES; EXPENSES

8.1 Fees; Payments. In consideration for the Company's performance under this Agreement, you agree to pay the Company all fees required by the Order Form, which fees will be due in accordance with the provisions of the Order Form, but in no event later than forty-five (45) days after the date of an invoice from the Company. The Company expressly reserves the right to change the fees payable under any Order Form with respect to any renewal of such Order Form upon expiration of its then-current term. Any renewal fees of the Service shall be at the Company's then-current rates. You will pay all fees in U.S. dollars, unless otherwise noted on the Order Form. Payments shall be sent to the address indicated on the invoice.

8.2 Late Fees. The Company 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.

8.3 Audit. For the sole purpose of ensuring compliance with this Agreement, the Company shall have the right, at its expense, to audit your use of the Software during your normal business hours upon not less than seven (7) days' advance notice. Any such audit shall not be made more

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frequently than once every twelve months, provided that if any such audit reveals a material breach of this Agreement, the Company 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 the Company unless the audit reveals that you have underpaid fees due under this Agreement in excess of 5% of the total owed for any calendar year, in which case you shall, in addition, reimburse to the Company the reasonable costs of conducting the audit.

8.4 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 the performance of the ASP Services by the Company to you. You 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 you are required to deduct or withhold, you will promptly notify the Company of the requirement, pay the required amount to the relevant governmental authority, provide the Company with an official receipt or certified copy or other documentation acceptable to the Company evidencing payment, and pay to the Company, in addition to the payment to which the Company is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount actually received by the Company equals the full amount the Company would have received had no such deduction or withholding been required. If you are exempt from any such taxes or fees, then such taxes or fees shall not be charged to you upon the Company's receipt of a copy of your tax exemption certificate or number.

8.5 Expenses. Except as provided in these TOS or the Order Form, 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 the Company 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 you by the Company, you shall reimburse the Company for any professional time and expenses incurred to respond to the request, unless the Company is a party to the proceeding or the subject of the investigation.

8.6 Purchase Orders. You agree that if your internal procedures require that a purchase order be issued as a prerequisite to payment of any amounts due to the Company, you will timely issue such purchase order and inform the Company of the number and amount thereof. You agree 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 your obligations under this Agreement, including payment of amounts owed to the Company.

9. TERM; TERMINATION

9.1 Term. The initial term ("Initial Term") of this Agreement shall be as specified in the Order Form.

9.2 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 Order Form (if more than one Order Form is in effect) 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 11 or the license usage restrictions in the Order Form. Notwithstanding any other provision in this Agreement, the Company may terminate this Agreement, or any portion of the licenses granted herein, immediately, without notice, if it is determined that you or your Authorized Users have failed to comply with any applicable laws.

9.3 Termination for Insolvency. Without prejudice to any other available remedies, either party may terminate the 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.

9.4 Effect of Termination. Upon termination of this Agreement, all licenses granted and products or services provided under this Agreement shall immediately cease. Upon termination, you will immediately discontinue all use of materials licensed under this Agreement, and will pay to the Company 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 Order Form (including upon termination of this Agreement in its entirety), the provisions of such Order Form regarding the effect of such Order Form's termination shall also apply.

9.5 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 6, 8, 9.4, 9.5, 10-15 of these TOS shall survive the termination of this Agreement for any reason.

Gina Jackson

10. PRIVACY POLICY

Because like you, we are Internet users concerned about privacy, we also are concerned about your right to privacy while accessing our websites and using the Software and ASP Services. As such, your use of the ASP Services and Software is subject to our Privacy Policy. Please take the opportunity to review our Privacy Policy at <http://www.blackboard.com/Footer/Privacy-Policy.aspx> which is incorporated herein by reference.

11. CONFIDENTIALITY

11.1 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. Notwithstanding any provision to the contrary contained herein, it is recognized that USM (Customer) is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, §§25-61-1, et seq., Miss. Code Ann. If a public records request is made for any information provided to USM (Customer) pursuant to this agreement, USM (Customer) shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to this agreement shall be liable to the other party for disclosures of information required by court order or required by law.

11.2 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.

11.3 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 11 to keep such terms confidential.

11.4 Exceptions to Confidential Treatment. Notwithstanding the foregoing, the preceding provisions of this Section 11 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. Further, if the Company is required by applicable law, legal process or government action to produce information, files, documents or personnel as witnesses with respect to these TOS or the Services provided to you by the Company, you shall reimburse the Company for any professional time and expenses incurred to respond to the request, unless the Company is a party to the proceeding or the subject of the investigation.

11.5 Contact Information. You hereby authorize the Company 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 the Company relating to Company-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 you have purchased through the Company for the purpose of providing those products and services or support or maintenance for the products and services. You acknowledge that you have the right to provide such consent, and the Company acknowledges that it will not use or distribute the contact information except as explicitly set forth above.

11.6 Other Rights. You hereby grant to the Company the limited right to use your name, logo and/or other marks for the sole purpose of listing you as a user of the applicable Software or ASP Services in the Company's promotional materials. The Company agrees to discontinue such use within fourteen (14) days of your written request.

Gina Jackson

12. DISCLAIMER OF WARRANTY

THE FOLLOWING PARAGRAPHS OF THIS SECTION 12 ARE IMPORTANT LEGAL LANGUAGE. PLEASE READ THESE PARAGRAPHS CAREFULLY, AS THEY LIMIT THE COMPANY'S LIABILITY TO YOU.

12.1 Disclaimer of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE MISSISSIPPI LAW, EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN ANY ATTACHED ORDER FORM(S): (A) THE SOFTWARE AND ALL PORTIONS THEREOF, AND ANY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY 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 THE COMPANY NOR ITS LICENSORS WARRANT THAT THE FUNCTIONS OR INFORMATION CONTAINED IN THE SOFTWARE OR ASP SERVICES WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE, OR THAT THE SOFTWARE OR ASP SERVICES WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION, OR THAT ANY DEFECTS OR ERRORS IN THE SOFTWARE OR ASP SERVICES WILL BE CORRECTED, OR THAT THE SOFTWARE OR ASP SERVICES IS COMPATIBLE WITH ANY PARTICULAR COMPUTER SYSTEM OR SOFTWARE; AND (C) THE COMPANY AND ITS LICENSORS MAKE NO GUARANTEE OF ACCESS TO OR OF ACCURACY OF THE CONTENT CONTAINED IN OR ACCESSED THROUGH THE SOFTWARE OR ASP SERVICES. WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE THAT THE ASP SERVICES AND/OR THE SOFTWARE ARE NOT DESIGNED OR LICENSED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS (INCLUDING, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION/COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, SURGICAL OR MEDICAL FACILITIES, LIFE SUPPORT OR WEAPONS SYSTEMS) AND THAT THE COMPANY SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATION, WARRANTY OR CONDITION OF FITNESS FOR SUCH PURPOSES.

12.2 Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE MISSISSIPPI LAW, IN NO EVENT WILL THE COMPANY OR ITS LICENSORS BE LIABLE TO YOU OR ANY OF YOUR AUTHORIZED USERS FOR ANY OF THE FOLLOWING TYPES OF LOSS OR DAMAGE ARISING IN ANY WAY OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE, OR ASP SERVICES, WHETHER OR NOT THE COMPANY 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 THE COMPANY'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 YOU UNDER THIS AGREEMENT FOR THE PARTICULAR SOFTWARE, AND/OR ASP 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. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES THE COMPANY'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

12.3 Liability Not Excluded. Nothing in this Section 12 excludes or limits the liability of the Company to you for death or personal injury caused by the negligence of the Company or any other liability which cannot be excluded by law.

12.4 Essential Basis. The parties acknowledge and agree that the disclaimers, exclusions and limitations of liability set forth in this Section 12 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.

13. INFRINGEMENT

13.1 Company Infringement Obligations. If any third party brings a claim against you alleging that the use of the Software or ASP Services 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 you must promptly notify the Company in writing and make no admission in relation to such alleged infringement. In connection with any such claim and provided that you have promptly fulfilled all of the foregoing obligations and are not in material breach of the Agreement, the Company shall at its own expense and option: (i) indemnify, defend, and settle such claim, (ii) procure you the right to use the Software or ASP Services, (iii) modify or replace the Software or ASP Services to avoid infringement; or (iv) refund the applicable fee paid for the current term. In the event that the Company exercises option (i) above, it shall have the sole and exclusive authority to defend and/or settle any such claim or action, provided that the Company will keep you informed of, and will consult with any independent legal advisors appointed by you at your own expense regarding the progress of such defense.

13.2 Exceptions. The Company shall have no liability to you under Section 13.1 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 ASP Services in a manner other than as specified by the Company, or your breach of these TOS; (ii) any combination of the Software or ASP Services with other products, equipment, devices, software,

Gina Jackson

systems or data not manufactured by the Company (including, without limitation, any software produced by you 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 ASP Services by any person other than the Company (any of the foregoing, separately and collectively, "Customer Matters").

13.3 Customer Infringement Obligations. The Company agrees (i) to provide you with prompt written notice of any Company Claim and (ii) to provide such assistance as you may reasonably request, at your expense, in order to settle or defend any such Company Claim.

13.4 Exclusive Remedy. THE FOREGOING PROVISIONS OF THIS SECTION 13 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.

14. DEFINITIONS

The following terms shall have the following meanings when used in the Agreement:

"ASP Services" shall mean those services, as may be amended from time to time, provided by the Company in respect of the hosting of, and access via the Internet to, the Software for the purpose of permitting you and your Authorized Users to use the Software in the manner as more particularly set out herein (for greater certainty, ASP Services are optional and are only provided when indicated on the Order Form).

"Authorized Users" means those individuals who are authorized by you to use the ASP Services, Software or Documentation, from time to time, in the manner as more particularly set out herein.

"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. "Confidential Information" shall also include information about the Software, ASP Services or Documentation.

"Customer Content" shall mean all items supplied by you or your Authorized Users for inclusion in, use in association with, or uploading to the ASP Services or the Software, including all program, data, or other software files, regardless of format, documents, text, pictures, photographs, graphics, video, animation, and sound recordings.

"Documentation" shall mean, with respect to any particular Software and ASP Services, any applicable standard end user specifications and/or operating instructions provided by the Company for such Software and ASP Services, which may be amended from time to time. Documentation does not include any sales or marketing materials.

"Effective Date" shall mean the date on which you indicated your acceptance of this Agreement by executing and returning the Order Form to the Company.

"Software" shall mean the computer programs specified in the Order Form and all related files and Documentation, or any portion thereof, as may be amended from time to time and provided or made available by the Company to you or your Authorized Users under the terms of this Agreement.

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

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

15. GENERAL PROVISIONS

Gina Jackson

15.1 Order of Precedence. In the event a conflict arises between these TOS and the provisions of any Order Form, these TOS will govern unless the relevant Order Form expressly provides otherwise. No term or provision set forth 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.

15.2 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.

15.3 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 15.3 will be construed to limit either party's rights under Sections 9 and 15.7.

15.4 Governing Law. This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of Mississippi 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.

15.5 Modification and Waiver. No modification, amendment, supplement, or other change to this Agreement, including, without limitation, changes to any Order Form will be effective unless set forth in writing and signed by duly authorized representatives of the Company and you. 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.

15.6 Assignment. None of your rights or obligations under this Agreement may be assigned, delegated or otherwise transferred, whether by agreement, operation of law or otherwise, without the express prior written consent of the Company, and any attempt to assign, delegate or otherwise transfer any of your rights or obligations hereunder, without such consent, shall be void. Subject to the preceding sentence, this Agreement shall bind each party and its permitted successors and assigns.

15.7 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 9, 12 and 13.

15.8 Notices. The Company may provide you with notices regarding changes to the TOS, by email, regular mail or postings on the Services or its webpages. Any other 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 on the Sales Order Form or to such other address as shall be given in accordance with this Section 15.8, and shall be effective upon receipt. You also understand and agree that the Software and/or ASP Services may include certain communications from the Company, including service announcements and administrative messages, and that these communications are considered part of your registration, and you will not be able to opt out of receiving them.

15.9 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.

15.10 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. All rights not specifically granted in this Agreement are reserved by the Company.

Gina Jackson

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

15.12 Links. Some links on the Company websites lead to sites posted by independent site owners. Because the Company has no control over these sites, the Company is not responsible for such sites' accessibility via the Internet and does not endorse products, services, or information provided by such sites. As such, the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with, use or reliance on you or any Authorized User or other content, goods, or services available on or through any other site. Further, the inclusion of these links does not imply that the other sites have given permission for inclusion of these links, or that there is any relationship between the Company and the linked sites. The Company is an independent operating company and reference to other companies do not imply any partnership, joint venture, or other legal connection where the Company would be responsible for the actions of their respective owners. Unless otherwise explicitly stated, all marketing or promotional materials found on the Company websites and the Service are solely directed to individuals, companies, or other entities located in the United States.

15.13 Trademark Notice. Blackboard, the Blackboard logo, BBWorld, Blackboard Learn, Blackboard Collaborate, Behind the Blackboard, Elluminate, Elluminate Plan!, Elluminate Livel, Elluminate Publish!, Elluminate Bridges, Elluminate vClass, Elluminate vOffice, Elluminate vRoom, Wimba, Wimba Classroom, Wimba Pronto, Wimba Voice and Wimba Create are trademarks or registered trademarks of the Company, or one of its affiliates or subsidiaries, in the United States and/or other countries. All other trademarks, service marks, trade dress, and logos used in the Company websites, and the Services are the trademarks, service marks, trade dress, and logos of their respective owners.

15.14 Designated Agent. The Digital Millennium Copyright Act, signed into law on October 28, 1998, amended the copyright law to provide limitations for service provider liability relating to material online. In compliance with such Act, the Company has registered a Designated Agent with the United States Copyright Office to receive notice of alleged copyright infringements contained on the Company services. All inquiries about alleged copyright infringement on the Company services should be sent to Blackboard, c/o Teresa Frazier, 650 Massachusetts Avenue, 6th Floor, Washington, D.C. 20001.

15.15 Interstate Nature of Communications. When you register with the Software and/or ASP Services, you acknowledge that in using the Software and/or ASP Services to send or store electronic communications (including but not limited to uploading photos and files, you will be causing communications to be sent through the Company or the Company's third party computer networks located in the United States and abroad. As a result, and also as a result of the Company's network architecture and business practices and the nature of electronic communications, even communications that seem to be intrastate in nature can result in the transmission of interstate communications regardless of where you are physically located at the time of transmission. Accordingly, by agreeing to this TOS, you acknowledge that use of the Software and/or the ASP Services results in interstate data transmissions.

15.16 Relationship. The Company and you are independent contracting parties. This Agreement shall not constitute the parties as principal and agent, partners, joint venturers, or employer and employee.

15.17 Entire Agreement. This Agreement, namely these TOS and the Order Form(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 you may not and should not rely on any sales or marketing materials provided to it by the Company. The Company's only obligations to you related to the subject matter of this Agreement are set forth in this Agreement. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. 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 Order Form 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.

Gina Jackson



OFFICE OF THE PROVOST CONTRACT/CONSORTIA AGREEMENT REVIEW FORM

This form should accompany all contractual and consortia agreements entered into by any department, school and/or college at The University of Southern Mississippi. If the contract or consortia agreement is the initial contract or agreement, the original should accompany this form. If the contract or agreement is being renewed and there are no changes, then submit this form only. If there are changes to the original contract, then submit the revised contract. Once all signatures are obtained on this form, copies will be sent to the department or school and college. Contact the Provost's office if you have any questions regarding this form or procedures regarding these agreements.

Date 6/6/12 Initial Approval* Renewal (No Revisions) Renewal (With Revisions)

College _____ Department/School TEC

Contract Agency/University Blackboard Contact Person Tess Frazier

Consortia Agency/University _____ Contact Person _____

Contract/Consortia Initial Agreement Date 7/8/11 Renewal Date 7/1/12

*Include copy of initial or revised renewal contract.

We are entering into a contractual or consortia agreement with the above agency or university for the following reason(s):

Blackboard Student Services Support

#63,000

Our signatures below affirm that we have reviewed this contractual or consortia agreement and that it complies with all university requirements.

H. M. Hillman 6/6/12
Department/School Chair/Director Date
Print Name _____

Dean _____ Date _____

Print Name _____

University Counsel (if initial or revised document) Date
Print Name N/A - Renewal

Provost _____ Date _____

Print Name Denis A. Wiesenburg Date 6/6/12

Vice President for Research Date
Print Name _____

President _____ Date _____

Print Name _____



Blackboard
AMENDMENT

**TO THE BLACKBOARD STUDENT SERVICES SCHEDULE DATED JULY 8, 2011
BETWEEN BLACKBOARD INC. AND UNIVERSITY OF SOUTHERN MISSISSIPPI**

This Amendment to the Blackboard Student Services Schedule dated July 8, 2011 ("Agreement") between Blackboard Inc. ("Blackboard") and University of Southern Mississippi ("Customer") is made as of the last signature date below ("Amendment").

The purpose of this Amendment is to renew Customer's Student Services for one (1) year, from July 1, 2012 through June 30, 2013.

The parties hereby agree to the following terms regarding the use of the Blackboard Student Services:

1. The following is hereby added to Attachment F entitled 'Fees':

Attachment F

Fees

Price per user:	\$7.00
Contact Center Operations (price per user times amount of users)	\$105,000
Price Reduction	< - \$63,000 >
Contact Center Infrastructure	\$10,500
Project and Account Management and Maintenance	\$10,500
TOTAL Price, Annualized	\$63,000

2. The Parties agree that the fees indicated herein shall be due and payable within forty-five (45) days from receipt of invoice.

All other terms and conditions remain in full force and effect.

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

BLACKBOARD

Signature

Tess Frazier
Tess Frazier, Vice President
Print Name and Title

Date: 6/6/2012

CUSTOMER: University of Southern Mississippi

Signature

Denis A. Wiesenburg
Denis A. Wiesenburg, Interim Provost
Print Name and Title

Date: 6/6/12



Blackboard
AMENDMENT

**TO THE BLACKBOARD STUDENT SERVICES SCHEDULE DATED JULY 8, 2011
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BLACKBOARD

CUSTOMER: University of Southern Mississippi

Signature

Tess Frazier, Vice President
Print Name and Title

Date:

Signature

Denis A. Wiesenburg, Interim Provost
Print Name and Title

Date: 6/6/12

273476A

Business ID: 1006598
Date Filed: 08/13/2012 05:00 PM
C. Delbert Hosemann, Jr.
Secretary of State

11 E0002 - Page 1 of 3 OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1633
Application for Certificate of Authority

The undersigned corporation, pursuant to Section 79-4-15.03 (if a profit corporation) or Section 79-11-367 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby executes the following document and sets forth:

1. Type of Corporation Business Email Address barbara.lee@blackboard.com

- ⇒ Profit Nonprofit

2. Name of the Corporation

⇒ Blackboard, Inc.

3. The future effective date is
(Complete if applicable)

4. Its state or country of incorporation is

⇒ Delaware

5. Street Address of the corporation's principal office

⇒ 550 Massachusetts Ave NW Floor 6

⇒ City, State, ZIP5, ZIP4 Washington DC 20001

6. Date of incorporation 1/14/1998 Period of duration perpetual

7. Name, Street and Mailing Address of the Registered Agent in Mississippi and Registered Office are

⇒ Name CORPORATION SERVICE COMPANY

⇒ Physical Address 506 South President Street

⇒ P.O. Box

⇒ City, State, ZIP5, ZIP4 Jackson MS 39201

273476A

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1633
Application for Certificate of Authority

8. Officers

Name	Title
⇒ Michael Chasen	Chief Executive Officer and President
⇒ Business Address	650 Massachusetts Ave NW Floor 6
⇒ City, State, ZIP5, ZIP4	Washington DC 20001
Name	Title
⇒ Matthew Small	Secretary
⇒ Business Address	650 Massachusetts Ave NW Floor 6
⇒ City, State, ZIP5, ZIP4	Washington DC 20001
Name	Title
⇒ Bill Davis	Chief Financial Officer
⇒ Business Address	650 Massachusetts Ave NW Floor 6
⇒ City, State, ZIP5, ZIP4	Washington DC 20001

9. Directors

Name	Title
⇒ Michael Chasen	Director
⇒ Business Address	650 Massachusetts Ave NW Floor 6
⇒ City, State, ZIP5, ZIP4	Washington DC 20001
Name	Title

273476A

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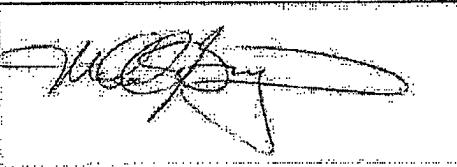
OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1633
Application for Certificate of Authority

⇒ Peter Wilde	Director		
⇒ Business Address	650 Massachusetts Ave NW Floor 6		
⇒ City, State, ZIP5, ZIP4	Washington, DC 20001	DC	20001
Name	Title		
⇒ Steve Alesio	Director		
⇒ Business Address	650 Massachusetts Ave NW Floor 6		
⇒ City, State, ZIP5, ZIP4	Washington, DC 20001	DC	20001

10. FOR NONPROFIT ONLY (Check appropriate box)

The corporation has members has no members.

11. Name elected to use in Mississippi is

⇒ Blackboard Inc.			
By: Signature	(Please keep writing within blocks)		
			
Name	Printed	Michael Bisignano	Title
			Asst. Secretary

273476A

F0009 - Page 1 of 1



OFFICE OF THE MISSISSIPPI SECRETARY OF STATE

P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Application for Appointment of Registered Agent

1. Name of the Corporation

Blackboard Inc.

2. It is incorporated under the laws of

Delaware

3. Registered Agent

Corporation Service Company

is designated and appointed registered agent of this corporation in the State of Mississippi upon whom service of process against this corporation may be had in the event of any suit against this corporation in said State; and that all prior designations and appointments of registered agents, if any, be and the same hereby revoked.

Witness my signature, and the SEAL of said Company, this the day of AD, (year)

By: Signature

(Please keep writing within blocks)

Printed Name

Michael Bisignano

Title

Asst. Secretary

The undersigned hereby accepts the above description and appointment of registered agent for service of process

Dated in Mississippi, the day of AD, (year)

Signature
of Registered
Agent

Corporation Service Company
By:
Janet Budhu, Asst. Vice President

(Please keep writing within blocks)

Physical
Address

P.O. Box

City, State, ZIP5, ZIP4

273476A

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "BLACKBOARD INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SECOND DAY OF AUGUST, A.D. 2012.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "BLACKBOARD INC." WAS INCORPORATED ON THE FOURTEENTH DAY OF JANUARY, A.D. 1998.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

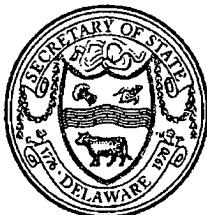
AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

273476
PLA/CB

2846454 8300

120897612

You may verify this certificate online
at corp.delaware.gov/authver.shtml



Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 9752675

DATE: 08-02-12



OFFICE OF THE PROVOST CONTRACT/CONSORTIA AGREEMENT REVIEW FORM

This form should accompany all contractual and consortia agreements entered into by any department, school and/or college at The University of Southern Mississippi. If the contract or consortia agreement is the initial contract or agreement, the original should accompany this form. If the contract or agreement is being renewed and there are no changes, then submit this form only. If there are changes to the original contract, then submit the revised contract. Once all signatures are obtained on this form, copies will be sent to the department or school and college. Contact the Provost's office if you have any questions regarding this form or procedures regarding these agreements.

Date 7/31/12 Initial Approval* Renewal (No Revisions) Renewal (With Revisions)

College _____ Department/School iTech for LEC

Contract Agency/University Blackboard, Inc Contact Person Brett Perlman

Consortia Agency/University _____ Contact Person _____

Contract/Consortia Initial Agreement Date 8/1/11 Renewal Date 8/1/12

*Include copy of initial or revised renewal contract.

We are entering into a contractual or consortia agreement with the above agency or university for the following reason(s):

Renewal of Blackboard licenses as per attached

[Redacted] \$48,949.92

Our signatures below affirm that we have reviewed this contractual or consortia agreement and that it complies with all university requirements.

D. Perlman 7/31/12
Department/School Chair/Director Date

Print Name _____

Renewal w/out revision
University Counsel (if initial or revised document) Date
Print Name not applicable

Vice President for Research
Print Name _____

Dean _____ Date _____

Print Name _____

D. Perlman 8/3/12
Provost Date
Print Name Dennis A. Wiesenburger

President _____ Date _____
Print Name _____



Blackboard

**RENEWAL AND REALIGNMENT AMENDMENT
TO THE LICENSE AND SERVICE AGREEMENT SOFTWARE SCHEDULE(S)
BETWEEN BLACKBOARD INC. AND UNIVERSITY OF SOUTHERN MISSISSIPPI**

This Renewal and Realignment Amendment between Blackboard Inc. ("Blackboard") and the University of Southern Mississippi ("Customer") pursuant to the License and Services Agreement Software Schedule(s), which are addenda to Customer's Master Terms dated July 8, 2011 (collectively the "Agreement") is entered into as of the last signature date below ("Amendment").

The purpose of this Amendment is to extend and realign the Term of the Agreement for an additional two months.

The parties hereby agree to the following terms regarding the use of the Blackboard Software by Customer:

1. Blackboard and Customer wish to lock in Software pricing for an additional two months at the fees as indicated in the table.

PRODUCT ID	PRODUCT DESCRIPTION	PRORATED RENEWAL TERM 8/1/2012-9/30/2012
AS-ASPADST-08	HST ADDL STORAGE 500GB	\$5,300.00
AS-ASPADBW	HST ADDL BANDWIDTH 1MBPS	\$1,060.00
AS-ASPLS-HENA06	HOSTING CD HENA < 8K	\$12,933.31
AS-ASPTEST	HOSTING TEST	\$2,296.67
AS-ASPSTG	HST STAGING SERVER	\$5,785.33
AS-ASPSSL	HOSTING SSL	\$88.34
AS-ICMINT	DATA INTEGRATION ICM	\$1,499.58
AS-ICMCRSEMERGE	SECTION MERGE ICM	\$1,484.98
AS-MATLPLICFEE	LS MATLIC F2FPK FEE	\$333.33
AS-MATLSOLFEE	LS MATLIC ONLINE PKG FEE	\$416.67
AS-LS-HENA04	COURSE DELIV HENA 8-15K	\$8,067.91
MOBILE-HENA04	MOBILE CENTRAL HENA FTE 8-15K	\$4,207.14
MOB-LRN-HENA04	MOBILE LEARN HENA 8-15K	\$5,476.66
Renewal Totals:		\$48,949.92

*Unless otherwise indicated in Customer's Software Schedule(s), payment of annual license fees shall be due and payable net 30 from date of invoice.

2. It is understood and agreed to by the parties that the above pricing visibility is contingent upon Customer's user band tier and commitment to the Renewal Terms outlined above.
3. Thereafter, Customer's pricing shall be pursuant to Blackboard's then current annual pricing.

All other terms and conditions remain in full force and effect.

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

BLACKBOARD

Signature

Tess Frazier, Vice President
Print Name and Title

8/3/2012
Date

CUSTOMER: University of Southern Mississippi

Signature

Denis Wiesenburger, Provost
Print Name and Title

8/3/12
Date



**RENEWAL AND REALIGNMENT AMENDMENT
TO THE LICENSE AND SERVICE AGREEMENT SOFTWARE SCHEDULE(S)
BETWEEN BLACKBOARD INC. AND UNIVERSITY OF SOUTHERN MISSISSIPPI**

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AS-ASPLS-HENA06	HOSTING CD HENA < 8K	\$12,933.31
AS-ASPTEST	HOSTING TEST	\$2,296.67
AS-ASPSTG	HST STAGING SERVER	\$5,785.33
AS-ASPSSL	HOSTING SSL	\$88.34
AS-ICMINT	DATA INTEGRATION ICM	\$1,499.58
AS-ICMCRSEMERGE	SECTION MERGE ICM	\$1,484.98
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AS-MATLSOLFEE	LS MATLIC ONLINE PKG FEE	\$416.67
AS-LS-HENA04	COURSE DELIV HENA 8-15K	\$8,067.91
MOBILE-HENA04	MOBILE CENTRAL HENA FTE 8-15K	\$4,207.14
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All other terms and conditions remain in full force and effect.

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

BLACKBOARD

Signature

Tess Frazier, Vice President
Print Name and Title

Date

CUSTOMER: University of Southern Mississippi

Signature

Print Name and Title

Date



August 7, 2012

**University of Southern Mississippi
118 College Drive #5181
Hattiesburg, MS 39404**

RE: SOLE SOURCE MANUFACTURER CERTIFICATION

Dear Sir/Madam,

This letter serves to notify you that Blackboard Inc. is the sole provider of the Blackboard Learn Software and the related technical Support, Managed Hosting services and professional services for the Blackboard Software.

If you have any questions or require additional information, please feel free to contact me at 202-463-4860 ext. 2282. We look forward to meeting your online teaching and learning needs!

Warmest Regards,

**Tess Frazier
Vice President
Blackboard Inc.**



Mississippi Board of Trustees of State Institutions of Higher
Learning (IHL)

CERTIFICATE OF OWNERSHIP INTEREST
in any entity with which the Board of Trustees contracts

I. Submission Information

Institution Name:	University of Southern Mississippi		
Submission Date:	Month	Day	Year
	August	17	2012
Agenda (Month/Year):	September	20	2012
Contractor's Legal Name:	Blackboard Inc.		

II. Submitted for the following Board Committee

<input checked="" type="checkbox"/>	Budget, Finance and Audit
<input type="checkbox"/>	Real Estate
<input type="checkbox"/>	Other (specify)

III. List of Owners

Following is a listing of all individuals and other entities that have a financial interest of 10% or more in the ownership of the above named contractor:

The following is a listing of all parent companies of the above named contractor that have a financial interest of 10% or more in the ownership of the Contractor:

Blackboard Inc. is a privately held corporation with one shareholder, Blackboard Holdings, Inc., which is the parent company of Blackboard Inc. and owns 100% of the shares. Blackboard Holdings, Inc. has one shareholder and is 100% owned by Blackboard Super Holdco, Inc.

--

IV. Certification

The undersigned certifies that he/she is a lawful official representative of Blackboard Inc. (insert legal name of contractor as noted above) and further certifies that the above is a listing of all individuals, other entities, and parent companies that have a financial interest of 10% or more in the ownership of the Contractor.

Name of Contractor Representative:	Tess Frazier
Title of Contractor Representative:	VP- Contracts
Signature:	
Date:	7-Aug-12



August 7, 2012

**University of Southern Mississippi
118 College Drive #5181
Hattiesburg, MS 39404**

RE: SOLE SOURCE MANUFACTURER CERTIFICATION

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Warmest Regards,

**Tess Frazier
Vice President
Blackboard Inc.**



University of Southern Mississippi Pricing Summary

Renewal

Product Description	Product ID	Renewal Term 10/1/12-9/30/13
HOSTING SSL	AS-ASPSSL	\$ 530
DATA INTEGRATION ICM	AS-ICMINT	\$ 8997.47
SECTION MERGE ICM	AS-ICMCRSEMERGE	\$ 8909.93
LS MATLIC F2FPK FEE	AS-MATLSLICFEE	\$ 2000
LS MATLIC ONLINE PKG FEE	AS-MATLSOLFEE	\$ 2500
COURSE DELIV HENA 8-15K	AS-LS-HENA04	\$ 48407.43
One Time Price Reduction		
MOBILE CENTRAL HENA FTE 8-15K	MOBILE-HENA04	\$ 25242.87
MOBILE LEARN HENA 8-15K	MOB-LRN-HENA04	\$ 32860
	SUBTOTAL:	\$ 129,447.70

New

Product Description	Product ID	Initial Term 10/1/12-9/30/13
HST BACK-UP HD & SHIPPING	AS-ASPDRIVE	\$ 400
HOSTING PLATINUM PKG NA	AS-ASPPLP-NA	\$ 167500
HST ADDL SVC HENA	AS-ASPADSU-HENA	\$ 47800
One Time Price Reduction		< - \$ 7800 >
	SUBTOTAL:	\$ 207,900

	10/1/12-9/30/13
GRAND TOTAL:	\$ 337,347.70

Site: Schedule of Fees Table

Designated Server Site (Physical Location of the Software): Hosted by Blackboard	Database Version:	Operating System:	Hardware Model:
Customers FTE/User Band: 13722			

**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 University of Southern Mississippi (“Customer”) and is an addendum to the Blackboard License And Services Agreement dated July 8, 2011 between Blackboard and Customer, including the Master Terms, the applicable Pricing Summary and other Schedules incorporated therein (collectively, the “Agreement”). Capitalized terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the 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”** means any individual(s) who is/are:
- (a) a student resident in a degree- or certificate- granting program of Customer;
 - (b) a prospective student, alumni, consortia student registered to take one of Customer’s regularly offered courses of instruction;
 - (c) an employee, trustee or collaborating researcher of Customer;
 - (d) a Customer employee (solely to the extent any such employee use the Software for Customer’s internal training purposes);
 - (e) non-enrolled students participating in non-revenue generating, non-credit bearing courses or community outreach programs;
 - (f) not students, faculty or employees of the Customer participating in academic or research collaboration sponsored by Customer;
 - (g) accessing the Software through guest access accounts or “guest” role designations;
 - (h) financial, technical, or academic auditor; or
 - (i) representative of certification bodies.
- Customer’s Authorized Users will not exceed Customer’s FTE listed on the Pricing Summary. For purposes of clarification, the Authorized End Users defined in subsection e-i will not count toward the ten (10%) percent excess as outlined in Section 2.7, Expansion of Licensed Use, below.
- 1.4** **“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.
- 1.5** **“Designated Server Site”** means the physical location where the Software will be installed, as identified in the Pricing Summary.
- 1.6** **“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.
- 1.7** **“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.
- 1.8** **“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.
- 1.9** **“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
- 1.10** **“Third-Party Software”** means the software or content manufactured or created by third parties that has been incorporated by Blackboard into the Software
- 1.11** **“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.
- 1.12** **“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 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 Customer's 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. 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. 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" or "Full Time Equivalent" is defined as the number of full-time students plus half of the part-time students. 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. Notwithstanding the foregoing, the Authorized End Users defined in subsection e-i of Section 1.3 will not count toward the ten (10%) percent excess as outlined herein.

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.

2.8 Ordering Procedure. Once the Agreement has been signed, should Customer desire to license additional Software solutions or Equipment from Blackboard, Customer may do so by providing a purchase order to Blackboard. The request for purchase/upgrade shall be made to Blackboard, via fax 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 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. Should Customer choose to terminate a multi-year Agreement in advance of the Initial Term or Renewal Term, Customer will be required to pay a penalty fee to Blackboard equal to the difference of the total discount received for the Term of the product or products being terminated. Customer further agrees to reimburse Blackboard for: (i) reasonable travel and living expenses incurred by Blackboard's employees and subcontractors in connection with the performance of maintenance and support services under this Schedule and; (ii) any other expenses described in this Schedule, provided that Blackboard will receive Customer's prior approval for single expenses greater than \$250, and further provided that, upon Customer's request, Blackboard will provide reasonable documentation indicating that Blackboard incurred such expenses. 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 one (1) year (the "Initial 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/supportsvccguide.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: University of Southern Mississippi

Signature
Tess Frazier, Vice President

Print Name and Title

Date:

Signature

Print Name and Title

Date:

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 University of Southern Mississippi ("Customer") and is an addendum to the Blackboard License And Services Agreement between Blackboard and Customer, which includes, without limitation, the Master Terms dated July 8, 2011 and other Schedules incorporated therein. Capitalized terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the 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 ten (10) days' 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 \$1,000 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 320 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 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.

2.8 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.

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 2.8. 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 warrants that its Authorized End Users will comply with the provisions of this Managed Hosting Schedule in all respects.

3.2 Customer Content. Customer represents and warrants 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) the Customer Content does not and shall not contain 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. 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. 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, to the extent permitted by Mississippi law, 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.

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 may 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. Should Customer choose to terminate a multi-year Agreement in advance of the Initial Term or Renewal Term, Customer will be required to pay a penalty fee to Blackboard equal to the difference of the total discount received for the Term of the product or products being terminated. 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 on the Schedule Effective Date, and shall continue in effect for a period of one (1) year (the "Initial Term") or otherwise specified in Exhibit A. 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: University of Southern Mississippi

Signature
TESS FRAZIER-VICE PRESIDENT
Print Name and Title
Date:

Signature
Print Name and Title
Date:

EXHIBIT A
MANAGED HOSTING SPECIFICATIONS

++ Blackboard Platinum Package

- Includes hosting for Blackboard Learn™ Software
- Includes Non-Production Test Environment, described below.
- During major upgrade periods, this also includes Non-Production Staging Environment and a Platinum Project Manager, each described below.
- Set-up Fee includes service for each installation of the Software or update/ upgrade requiring a revised or new hardware and/or software configuration.
- Initial Term Annual Fee includes service for up to 8,000 Active Users* and 620 GB of storage and 20 Mbps of bandwidth measured using the 95th percentile calculation (as defined below) delivered via redundant Internet uplink and Managed Firewall Service. (Storage and Bandwidth should be adjusted to reflect the Schedule)
- Additional storage and bandwidth are separately charged
- Additional Service units for 7,500 additional Active Users* additional 1Mbps bandwidth and 100 GB additional storage (LS-Enterprise) or 100 GB additional storage (CE and Vista) are separately charged. (Storage and Bandwidth should be adjusted to reflect the Schedule)
- Non-Production Test Environment
 - Includes installation of Test Copy Hosted Software on computer servers and systems in Blackboard's non-production environment.
 - Includes 20 GB of server storage and burstable bandwidth provided through Blackboard's broadband connection, and grants Customer full root access to servers.
 - Is not designed to fully replicate or clone the production environment in terms of physical infrastructure
 - By its nature DOES NOT meet the Service Level specifications under Exhibit B, and therefore, DOES NOT qualify for Service Level Guarantees.
- Staging Environment, available during major upgrade periods only
 - Includes installation of Test Copy Hosted Software on computer servers and systems in Blackboard's production environment.
 - Includes **100 GB** of storage
 - Is not designed to fully replicate or clone the production environment in terms of physical infrastructure.
 - Per Customer request, Managed Hosting will provide up to four (4) clones of the Customer production data per year. This cloned data will not be backed up.
 - Is designed for Customer to test and approve new update/upgrade software and changes in software configuration before implementing such software in a production environment. It may not be used for production purposes.
 - 99.7% Availability guarantee as described in Service Level specifications in Exhibit B applies for all Staging Environments.
- The Platinum Project Manager is a proactive relationship manager whose primary goal is to manage the Customer's upgrade period(s) from the Managed Hosting side. He/ she will work as a single point-of-contact for all major upgrades.

Business Objectives of the Platinum PM (PPM):

1. Management
 - a. Central Point of Contact and Escalation: The PPM will be the central point-of-contact within Blackboard Managed Hosting Services during the upgrade period, lasting no longer than three months per upgrade with no more than two major upgrades during a year term.
 - b. Internal Blackboard Delivery Coordination: Coordinate with Blackboard Global Services Project Management, Developers, Customer's Technical Support Manager in Managed Hosting, Managed Hosting Operations, Engineering, and other elements of Blackboard to deliver and manage Customer's requirements during the upgrade periods.
 - c. Infrastructure and Software Upgrade Management: Design and implement Managed Hosting testing and/or staging in coordination with Customer as necessary for testing and evaluation purposes (examples: upgrading from one Blackboard version to another, upgrading application servers).
2. Communication
 - a. Contact: Be dedicated to Customer's Systems Administrators and Operations staff through a dedicated phone number/ email/ Instant Messenger (or other contact method) for day-to-day Managed Hosting upgrade project status reporting.
 - b. Project Communication: Build pro-active, two-way communication processes in coordination with Customer for upgrade project management, support issue escalation, and other communication procedures as necessary.
 - c. Regular Reporting: Coordinate and facilitate regularly scheduled (weekly or bi-weekly) and ad-hoc project and status update meetings surrounding the upgrade project.
3. Documentation
 - a. Upgrade Project Planning and Regular Status Reporting: Document upgrade project plans with milestones, timelines, and resource requirements. Provide weekly updates to Customer on status of the project plan until the upgrade has completed successfully with the Customer's approval for project closure.

+ Secure Socket Layer – annual fee that is separately charged per solution

- Secure Socket Layer (SSL) is an encryption protocol that prevents eavesdropping of data that passes between a web server and an end-user's browser. SSL enabled websites encrypt data before it is transmitted from the web server to the end user and from the end user to the web server. Blackboard's Learning System 6.1 and higher versions contain SSL Choice feature, which once turned on allows Customer to choose which parts of the site should be encrypted and which should not, which in turn effectively reduces unnecessary CPU usage associated with SSL software. In order to take advantage of the SSL Choice, Customer must have SSL software enabled.
- As an optional service, Blackboard offers Software-based Secure Socket Layer (SSL) to Customer for added security to Customer's data transmission. Customer must have Blackboard Learning Systems 6.1 or higher version in order to take advantage of this Service. Blackboard will obtain an SSL certificate from a certificate authority and set up the service for the Customer at the then-standard applicable rates.

*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

*** Active User defined in section 1.1**

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:

<u>Length of Unavailability (per calendar month)</u>	<u>Service Credit</u>
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%	2 days of services fees credited (i.e., 1/15* monthly fees)
48 to 96 hours of aggregate unavailability below 99.7%	5 days of service fees credited (i.e., 1/6 * monthly fees)

*Each block of 96 hours of aggregate unavailability thereafter shall be credited 5 days of service fees.

*All Service Credit shall be applied to the next period's Managed Hosting fees.

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 this exhibit 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 this exhibit 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 described in Sections 1 and 2 of this Managed Hosting Enhanced SLA clause 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 annual having 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.

Host Latency Service Credit

The Hosted service provides a monthly average of two (2) seconds or better Host Latency. "Host Latency" is defined as the time period beginning when the first packet of data transmitted from Customer reaches the external firewall of the Blackboard datacenter environment and ending when the first packet of data responding to such transmission leaves the external firewall of the Blackboard datacenter environment. Latency measurements will not be measured during scheduled Maintenance windows. Host Latency excludes any latency incurred on the customer site or when traversing the internet between the customer site and the Blackboard datacenter environment. Upon Customer's request, Blackboard will provide a report generated by a commercial tool showing Host Latency for the preceding month. Failure to meet the Host Latency service level occurs when, during any calendar month, the average Host Latency for such calendar month is greater than two seconds. Service credits for failure to meet the Host Latency service level are as follows:

Service credits for failure to meet the Host Latency service level are as follows:

<u>Time of Latency (per calendar month)</u>	<u>Service Credit</u>
3-4 Seconds Monthly Average Host Latency	2 days of service fees credited (i.e. 1/15* monthly fees)
4-5 Seconds Monthly Average Host Latency	4 days of service fees credited (i.e. 2/15 monthly fees)
More than 5 Seconds Monthly Average Host Latency	8 days of services fees credited (i.e. 4/15* monthly fees)

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 at the time the service credit request is made.

Backup and Disaster Recovery:

Blackboard provides comprehensive redundant backups which are stored online and at a separate facility. 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:

- The data center is designed to maintain a constant temperature of 68½F, plus or minus 2½F, 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://insitutionname.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 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.



Mississippi Board of Trustees of State Institutions of Higher Learning (IHL)
Contract Attachment Form for Contract Agenda Items requiring Board approval
Budget, Finance, and Audit Committee

Submit to: Deputy Commissioner for Finance and Administration

Deadline Date: Contract and attachment forms must be received by the day after the Board meeting to be considered for the next month's agenda.

Contract Amount Requiring Approval: Contracts totaling \$250,000 or more or multi-year contracts must have Board approval.

NOTE: All sections of the form must be completed and submitted with required attachments or paperwork will be returned to the institution.

Institution Name:	University of Southern Mississippi				
Submission Date:	August	17	2012	Agenda Month/Year:	September 2012
Contractor Name:	Blackboard, Inc.				

I. Statements related to Contract

<input checked="" type="checkbox"/> Check all that apply					
<input checked="" type="checkbox"/> MS Information Technology Services (ITS) approval has been obtained, if applicable.					
<input checked="" type="checkbox"/> Contract complies with Mississippi State law and purchasing procedures?					
<input type="checkbox"/> Contract will be subcontracted in part or in full to another entity or individual.					
<input type="checkbox"/> The list of all historically underutilized businesses (HBU) been completed and attached?					
<input type="checkbox"/> There are some significant risks or issues related to the contract. If checked, explanation is provided.					
<input checked="" type="checkbox"/> Financial Disclosure form is completed and attached.					
<input checked="" type="checkbox"/> Due diligence has been done to ensure no officer or employee of the institution has a financial interest in the contract. Therefore, to the best of my knowledge, no officer or employee of the institution has a financial interest in the contract.					
<input checked="" type="checkbox"/> The checklist for review of contract elements following the signature lines has been checked and exceptions explained.					

II. Required Signatures

Institution's Contact Name:	Sheri Rawls
Contact's Title:	Director, Learning Enhancement Center and Eagle Learning Online
Contact's Telephone Number:	601-266-6199
Contact's Email Address:	Sheri.Rawls@usm.edu
Chief Financial Officer's (CFO)Name:	Tom Estes
CFO's Signature:	<i>Tom Estes</i>
Date of Signature:	8/15/12
For UMMC contracts:	
Hospital's CFO's Name	
Hospital's CFO's Signature	
Date of Signature:	

III. Checklist for Review of Contract Elements

<input checked="" type="checkbox"/> Check all that apply					
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<input checked="" type="checkbox"/>	1 The contract specifies the bargained for exchange (what each party is giving and receiving).
<input checked="" type="checkbox"/>	2 The contract includes the period of performance (the start and end dates).
<input checked="" type="checkbox"/>	3 The contract contains a clause providing for the specific terms under which the parties may terminate the contract prior to the contract expiration/ending date.
<input checked="" type="checkbox"/>	4 The parties to the contract are clearly identified and correctly named. The party names are consistently used within the contract.
<input checked="" type="checkbox"/>	5 There are signature lines for execution by the proper individuals who have the legal authority to represent and legally bind the parties to the contract.
<input checked="" type="checkbox"/>	6 The provisions are clear and unambiguous, leaving no room for multiple interpretations of the terms of the contract.
<input checked="" type="checkbox"/>	7 All attachments and exhibits to the contract are attached.
<input checked="" type="checkbox"/>	8 Contract clearly specifies the required amount, time and manner of payment.
<input type="checkbox"/>	9 Contract includes a non-availability of funds clause which provides for termination by IHL/the University in the event that the funds used to pay for the contract become unavailable due to a decrease or change in the legislative appropriation.
<input type="checkbox"/>	10 Clauses that require IHL or the University to indemnify or hold harmless the other party have been deleted.
<input type="checkbox"/>	11 Clauses that limit the other party's liability to IHL or the University have been deleted. The exception is an expressed limitation for breach of implied warranties of merchantability and fitness for a particular purpose concerning computer hardware, computer software and services performed on computer hardware and software, which are sold between merchants.
<input checked="" type="checkbox"/>	12 Arbitration clauses should normally be deleted. There are exceptions, so if deletion is unacceptable to the other party, consult counsel.
<input checked="" type="checkbox"/>	13 The "force majeure" or "acts of God" clause is included to provide for termination of the contract in the event either party is unable to perform due to acts of God.
<input checked="" type="checkbox"/>	14 If the contract contains a confidentiality clause, it has been modified to make the clause enforceable to the extent permitted by the Miss. Public Records Act.
<input checked="" type="checkbox"/>	15 If applicable, the contract contains assurances sensitive data will be protected to the extent allowed by state law.
<input checked="" type="checkbox"/>	16 The contract is to be governed by the laws of the State of Mississippi. If the other party will not agree to such a provision, delete the entire provision as to which stat's law govern.
<input checked="" type="checkbox"/>	17 The contract contains a provision stating that the contract contains the complete agreement of the parties.
<input checked="" type="checkbox"/>	18 The contract contains a clause specifying that the contract can only be amended by written agreement of the parties and that all amendments must be executed by representatives of all parties to the original agreement.
<input checked="" type="checkbox"/>	19 Requirements that IHL and the University purchase insurance should normally be deleted. Any insurance provisions have been reviewed by the IHL Director of Risk Management.
<input checked="" type="checkbox"/>	20 Provisions requiring the IHL or the University are liable for any taxes have been deleted.
<input checked="" type="checkbox"/>	21 Any waiver of defenses or immunities language has been deleted.
<input checked="" type="checkbox"/>	22 IHL and the University do not normally agree to pay in advance for goods and services.
<input checked="" type="checkbox"/>	23 Any provision limiting the time frame in which IHL or the University may bring suit has been deleted. The contract may not change a statute of limitations period imposed by law.
<input type="checkbox"/>	24 Provisions requiring IHL or the University to pay for the other party's attorney's fees have been deleted.
<input type="checkbox"/>	25 Boilerplate e-verify language is included.

NOTE: Be aware that contracts that are for periods longer than Board member terms are voidable by the Board under the binding successors' doctrine.

If any of the above requirements/caveats have not been followed, an explanation as to the basis for each deviation must be provided below (reference the number and the requirement next to each response):

IV. Explanations

9. Blackboard did not agree to this provision. Furthermore, this is a one year agreement.

Items 10, 11, and 24-Clauses in contract were amended with language limiting them "to the extent permitted by Mississippi law."

25. Blackboard is providing online access services which are web based and Blackboard employees are not on campus.

Sole Source Certification Request

Project Title: Blackboard Hosting Annual Renewal

Customer Contact Information

Agency/Institution: iTech Address: 118 College Dr. #5181 Hattiesburg, MS 39406	Contact Person: David Sliman Phone: 601.266.4190 Fax: 601.266.4104 Email Address: David.Sliman@usm.edu
SAAS Codes (only required from state agencies) Provider Code: Agency Code:	Division/Dept: Handmail: <input type="checkbox"/> Yes <input type="checkbox"/> No

Project Summary

Narrative Description of Project

Hosting services from Blackboard Inc for Blackboard Learn and Blackboard Collaborate

ITS Acquisition Approval (CP-1) should be effective through this date:

(Please allow time for all vendor invoices to be paid)

Cost Estimates	Initial Costs	Ongoing Costs	Time Constraints
<i>Fiscal Year</i>			Item Needed by: Funds Expire:
FY13	208,030.00		
Total	208,030.00		

Discuss Funding (e.g. how much of needed funding is definite; total project budget; any matching or other non state funds): Funding is coming from University E&G accounts.

Anticipated Lifecycle of Products/System (i.e. estimate years effective use): 20 years

Acquisition Details

Items Requested:

Name	Quantity	Description	Building Location(s)
AS-ASPADST-08	1	HST ADDL STORAGE 500GB	Hosted
AS-ASPADBW	1	HOST ADDL BANDWIDTH 1MBPS	Hosted
AS-ASPLS-HENA06	1	HOSTING CD HENA < 8K	Hosted
AS-ASPTEST	1	HOSTING TEST	Hosted
AS-ASPSTG	1	HST STAGING SERVER	Hosted
AS-ASPSSL	1	HOSTING SSL	Hosted

Describe any projected utilization or connectivity to the State's infrastructure (voice/data/video networks; State Data Center; eGovernment portal, payment engine, hosting, co-location; security; VPN, firewalls): NA

Progress to Date: What has been done related to this project, including any communication with ITS staff (data/voice/procurement/other)? Business Justification and Sole Source letter from vendor has been received

Sole Source Certification

Note: Certification must be renewed for revisions to previous Sole Source Approvals.

Specific business requirements to be met by the requested products or services: Hosting of blackboard learn software and related technical support; 99.9% uptime SLA; Testing, staging, and production environment; 24/7 monitoring on server environments, with alerts and fixes; Monthly phone conference; Ability to schedule phone conference at any time needed; to upgrade software and server environments; 24/7 customer service for server issues

Other products/vendors research or evaluated: None

Unique features (i.e. special functionality) of the requested product(s) or vendor: Hosting of blackboard learn software and related technical support; Proactive audits of servers by Blackboard; Access to servers for software hotfixes and upgrades are scheduled within the same company; 24/7 single contact to report issues; Customized integration of LDAP and SIS; Security of sensitive information (student grades, ID#, and course work)

Vendor's Certification of Sole Source attached: Yes No

Vendor's proposal attached: Yes No

SAAS Vendor Code(s) Vendor must be in SAAS before a CP-1 can be issued.

Place Order To

Vendor Name:

Vendor Address:

Remit To

Vendor Name:

Vendor Address:

By my signature, I certify that, to the best of my professional knowledge: (1) the requested product or services perform a significant function or provide a service for which no other product or source of services exists; (2) my agency/institution has a business need for these unique functions of services; and (3) there are no other parties who could provide the product or services. In addition, I acknowledge that there is a charge for ITS procurement services associated with this request which will be billed to the requestor by ITS and that my agency/institution is responsible for these charges/costs.


Name (Agency Head or Institution CIO)/ Title


Signature Date

USM Prepared Agreement Yes No

Office of the Provost
Contract/Consortia Agreement Review Form

This form should accompany all contractual and consortia agreements entered into by any department, school and/or college at The University of Southern Mississippi. If the contract or consortia agreement is the initial contract or agreement, the original should accompany this form. If the contract or agreement is being renewed and there are no changes, then submit this form only. If there are changes to the original contract, then submit the revised contract. Once all signatures are obtained on the form, copies will be sent to the department or school and college. Contact the Provost's office if you have any questions regarding this form or procedures regarding these agreements.

Date 9/21/12 Initial Approval* Renewal (No Revisions) Renewal (With Revisions)*

College _____ Department/School iTech (for LEC)

Contract Agency/University Blackboard Inc Contact Person Brett Perlman

Consortia Agency/University _____ Contact Person _____

Contract/Consortia Initial Agreement Date 7/8/2011 Renewal Date 10/1/2012

*Include copy of initial or revised renewal contract.

We are entering into a contractual or consortia agreement with the above agency or university for the following reason(s):
Blackboard Hosting of Blackboard Learn Software, Data Integration ICM, Section Merge ICM, MATLIC, Course Delivery, Mobile Central, Mobile Learn, Wimba Classroom and Wimba Voice.
\$388,382.95

Our signatures below affirm that we have reviewed this contractual or consortia agreement and that it complies with all university requirements.

Department/School Chair/Director

Date

Print Name David J. Sliman

Provost

Date

Denis A. Wiesenburg

Dean

Date

General Counsel (if initial or revised document) _____ Date

Print Name _____

Print Name Truett Roberts

Distribution by Provost Office: Original – Provost Copy – Dean Copy – Department

AA/EOE/ADAI



THE UNIVERSITY OF
SOUTHERN MISSISSIPPI

USM Prepared Agreement Yes No

Office of the Provost

Contract/Consortia Agreement Review Form

This form should accompany all contractual and consortia agreements entered into by any department, school and/or college at The University of Southern Mississippi. If the contract or consortia agreement is the initial contract or agreement, the original should accompany this form. If the contract or agreement is being renewed and there are no changes, then submit this form only. If there are changes to the original contract, then submit the revised contract. Once all signatures are obtained on the form, copies will be sent to the department or school and college. Contact the Provost's office if you have any questions regarding this form or procedures regarding these agreements.

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Contract Agency/University Blackboard Inc Contact Person Brett Perlman

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Department/School Chair/Director Date

Print Name David J. Sliman

Provost Date

Denis A. Wiesenburg

Dean Date

Print Name _____

General Counsel (*if initial or revised document*) Date

Print Name Truett Roberts

Distribution by Provost Office: Original – Provost Copy – Dean Copy – Department

AA/EOE/ADA

AGENDA ITEM TEMPLATE

Agenda Item Request: The University of Southern Mississippi request to renew the Blackboard contract for the period of 10/1/12 to 9/30/13.

Contractor's Legal Name: Blackboard, Inc.

History of Contract:

- WebCT was the university's Learning Management System until 2006 at which time it was purchased by Blackboard, Inc.
- In 2006, the university renewed its use of WebCT through Blackboard on an annual basis. At that time we chose to host the software with the vendor. Over time, additional storage and bandwidth was required increasing the costs to the university.
- Over the last 6 years the university has purchased additional online services and products from third party vendors which have now been acquired by Blackboard, substantially increasing the costs of our total contract with Blackboard.

Specific type of contract: Renewal of annual contract for provision of learning management system and managed hosting to deliver fully online, hybrid, and executive format classes.

Purpose: The University of Southern Mississippi has made a significant investment in the development of quality online courses and programs through the Blackboard Learning Management system. We currently deliver over 30 fully online, executive format, supplemental, and certificate programs to our students. In Fall 2011 semester we had over 1400 students enrolled exclusively online and approximately 5000 students enrolled in at least one online course. Over the past year we have trained almost 500 faculty on this learning management system and spent numerous hours assisting faculty in the development and building of their online courses. We have a significant number of faculty and students relying on educational courses to be delivered through this online environment. This product has proven to be a stable platform and support from the vendor has been reliable and consistent.

Scope of Work: This contract provides access to the Blackboard Learning Management system, also known as Blackboard Learn. Other course delivery tools include Blackboard Collaborate and Course Delivery. The contract also provides a staging server, additional storage, MATLIC Online (instructional and support materials), section merge tool, data integration between Blackboard and Peoplesoft, Mobile services, managed hosting, and platinum package support services.

Term of contract: Contract agreement is for the period of 10/1/12 to 9/30/13.

Termination Options: This agreement shall continue in effect until the end of the minimum term of 12 months.

Contract Amount: The contract payment covers the following items:

Blackboard Learning Management system, also known as Blackboard Learn	\$167,500.00
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AGENDA ITEM TEMPLATE

Staging server	
Additional storage, users and bandwidth	
Non-Production Test Environment	
Staging Environment	
Hosting Platinum Package	40,000.00
2 Backup Hard drives	400.00
Hosting SSL	530.00
Course delivery tools including Course Delivery	48,407.43
MATLIC Online (instructional and support materials)	4,500.00
Section Merge Tool	8,909.93
Data Integration between Blackboard and PeopleSoft	8,997.47
Mobile services	58,102.87
Collaborate	51,035.25
TOTAL	\$388,382.95

Service credits are available for unavailability and latency of managed hosting based on Service Level Agreement provided with the contract.

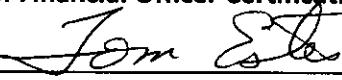
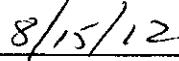
Funding Source for Contract: Contract will be funded through the university general fund

Contractor Selection Process: See History of Contract section.

Cost Benefit Analysis: During academic year 2011-2012 the university realized revenue of over \$17M from all online courses using this Learning Management System. This revenue is critical to support the growth of online programs and to maintain the overall infrastructure.

Staff Recommendation:

Chief Financial Officer Certification: I attest the information noted above is accurate.

Chief Financial Officer Signature and Date

BLACKBOARD COLLABORATE™ SALES ORDER SCHEDULE

This Blackboard Collaborate Sales Order Schedule ("Order Schedule") between University of Southern Mississippi ("Customer") and Blackboard Collaborate Inc. ("Company") is an addendum to the Blackboard License And Services Agreement dated July 8, 2011 between Blackboard Inc. and Customer, including, without limitation, the Master Terms and any Exhibits, Schedules, and Amendments incorporated therein ("Master Terms"). This Order Schedule details the terms of Customer's use of the Blackboard Collaborate software and services set forth in Section 1 below, and shall become effective on the later of: (i) Customer's execution and Company's acceptance and agreement; or (ii) the date specified in Section 3 below ("Effective Date").

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

Product Code	Product Name	Description	Qty (no.)	Initial Term Fee (USD) Period 1: 9/29/12-9/28/13
WB-WC-4-LIC	Wimba Classroom (8,000 - 14,999)	Wimba Classroom (8,000 - 14,999). Blackboard currently offers with the renewal of this product, unlimited storage.	1	USD 24,753.75
WB-WC-4-ASP	Wimba Classroom (8,000 - 14,999) HST	Wimba Classroom (8,000 - 14,999) HST. Blackboard currently offers with the renewal of this product, unlimited storage.	1	USD 10,550.40
WB-WV-4-LIC	Wimba Voice (8,000 - 14,999)	_____	1	USD 11,000.85
WB-WV-4-ASP	Wimba Voice (8,000 - 14,999) HST	_____	1	USD 4,730.25

Sales Order Total Fee (Initial Term):		USD 51,035.25
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Customer understands and agrees that this Order Schedule limits the use of the Software, ASP Services and/or Professional Services by the Customer to the delineated Description and Quantity specified above. Subject to those delineations, Company hereby grants to Customer a limited, personal, non-exclusive, non-transferable, non-sublicensable license to use the Software and ASP Services to facilitate the conduct of Customer classes, training sessions, seminars and other meetings. Additional access to or usage of the software or services is subject to additional purchase.

- Initial Term (aggregate months):** 12
- Effective Date (applicable only if different from acceptance date as described in the preamble):** 9/29/12
- Enterprise Licensed User Group (applicable only to enterprise banded products):** University of Southern Mississippi
- Customer Billing Contact:**

Contact Name:	Amy Thornton	Contact	
Street Address:	118 College Dr. #5023	Phone:	601/266-6197
Postal Code and Country:	39401, USA	City and State/Province:	Hattiesburg, MS
		E-Mail	
		Address:	amy.thornton@usm.edu

- Support.** A "Support Instance" is a unique request for support or service, and encompasses the cycle of communication from request initiation to instance resolution. Up to 250 Support Instances are included in the price above ("Included Instances"). Support Instances in excess of the Included Instances are subject to purchase.
- ASP Storage.** ASP Services include a total of 5GB of storage for archives ("Storage Capacity"), unless otherwise specifically set forth herein. Storage in excess of the Storage Capacity is subject to purchase.
- Professional Services.** If the Customer purchases Professional Services, in addition to the fees specified for such services, Customer agrees to reimburse Company's reasonable travel and living expenses incurred by Company's employees and subcontractors in connection with the performance of such services, provided, however, that: a) such expenses shall be invoiced separately as incurred; b) any single expense greater than \$250 shall be subject to Customer's approval; and c) upon request Company will provide reasonable documentation indicating that Company incurred such expenses. Professional Services are not subject to renewal.
- Payment and Term.** In consideration for the use of the Software, ASP Services and/or Professional Services (as applicable) during the Initial Term, the Customer will pay the Company the fees set forth above (the "Fee"). The total Fee will be invoiced on execution of this agreement and is due within 30 days of invoicing.

10. **Customer Use.** Customer acknowledges and agrees that Customer shall be responsible and liable for all uses made by Customer or Customer's authorized users of the Software and ASP Services. Customer shall comply with all applicable laws (including, but not limited to export/import laws and laws relating to privacy, obscenity, copyright, trademark, confidential information, trade secret, libel, slander or defamation), as well as all policies and practices of Customer-affiliated schools or organizations. Customer shall not, directly or indirectly, send, submit, post, receive or otherwise facilitate, or in any way use, or permit to be used, the Software or ASP Services to send, submit, post, receive or otherwise facilitate the transmission of any materials that are abusive, obscene, profane, sexually explicit, threatening, or materials containing blatant expressions of bigotry, racism or hate, or which violate or infringe any third-party right. Customer agrees that, unless otherwise expressly permitted in writing by Company, Customer and Customer's authorized users will not: (a) reproduce, republish, display, frame, download (except as expressly authorized herein), distribute, or transmit the Software or ASP Service; (b) to the extent permitted under applicable law, redistribute, encumber, sell, rent, lease, loan, sublicense, assign, or otherwise transfer rights to the Software or ASP Service; (c) modify or create any derivative works based on the Software or ASP Service, including customization, translation, or localization, or use modified versions thereof, including (without limitation) for the purpose of obtaining unauthorized access to the Software and/or the ASP Service; (d) copy, reproduce, reuse in another product or service, modify, alter, or display in any manner any software or files, or parts thereof, included as part of the Software or ASP Service, or otherwise permit the Software or ASP Service to be subject to any timesharing, service bureau, subscription service or rental activities; (e) except to the extent expressly permitted by law, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the Software or ASP Service, or in any way ascertain, decipher, or obtain the communications protocols for accessing the same, or the underlying ideas or algorithms (e.g., in an effort to develop other applications or services that provide similar or substitute or complimentary functionality to the Software or ASP Service); (f) access the Software or ASP Service by any means other than through the interface that is provided by the Company for such purpose; (g) attempt to gain unauthorized access to the Software or ASP Service, or to any account, application, platform, computer system or network associated therewith; (h) use the Software or ASP Service in any way that violates this Order Schedule or the Master Terms, or any other agreements to which Customer is a party, or any law; and/or (i) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in or on the Software or ASP Service. Customer may not charge any fees to any party for their use of the Software or ASP Service. The Company may, at its sole discretion, and from time to time make available additional features and/or functionalities to the Software or ASP Service which may, but are not required to, be added to the Software or ASP Service by Customer at an additional cost. The Company is required to, and Customer agrees that Customer will also, comply with the applicable terms of any third party license of which Customer have been notified by the Company.
11. **Access.** In order to use the Software and ASP Service, Customer must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service and/or telephony fees associated with such access. In addition, Customer must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. Generally, the Company endeavors to provide access to ASP Services on a 24-hour per day and 365 days per year basis. However, such access may not be available from time to time as a result of repairs, upgrades or routine maintenance. The Company will use commercially reasonable efforts to minimize the impact of such activities. Customer or Customer's authorized users may be required to provide information in order to register for and/or use the Software or ASP Service. Customer agrees to (a) provide true, accurate, current and complete information about Customer and Customer's authorized users as requested, and (b) maintain and promptly update all such information to keep it true, accurate, current and complete. Customer is solely responsible for maintaining the confidentiality of account(s) and password(s) related to the Software and/or ASP Services, and is fully responsible for all activities that occur under such passwords or user identifications. Customer acknowledges and agrees that Customer shall be responsible for each and every access, use or employment of the ASP Service or Software that occurs by Customer's authorized users and/or in conjunction with such passwords and user identifications, and that the Company is authorized to accept the user identifications and passwords as conclusive evidence that Customer, or Customer's authorized users, as the case may be, have accessed, utilized, or otherwise employed the ASP Service or Software. Customer agrees to notify the Company of any unauthorized use of such password or user identifications and any other breach of security. Specifically in respect of ASP Services, Customer acknowledges and agrees that the ASP Services are provided via the Internet and that Customer and Customer's authorized users' information, including personal information, may be transferred across national borders and stored or processed in any country in the world. Customer are solely responsible for obtaining and maintaining any necessary consents or permissions from Customer's authorized users or others whose information may be collected, recorded, processed, stored, used, disclosed, transferred, exchanged or otherwise handled as a result of, or as part of, any customer content or any communications involving the use of the ASP Services or Software and agree to obtain and maintain all such consents or permissions throughout the term of this agreement. If Customer resides in the European Union, upon registration Customer will be indicating Customer's explicit consent that the personal information Customer has provided may be transferred and stored in countries outside the EU, including the United States. Personal information shall only be used in accordance with the Company's Privacy Policy at <http://www.blackboard.com/Footer/Privacy-Policy.aspx>.
12. **Customer Content.** Customer is solely responsible for all customer content, as well as for the content of any communications by Customer or Customer's authorized users, including any communications involving the use of the ASP Services or Software. By uploading or otherwise making available any customer content, Customer automatically grants and/or warrants that the owner has granted the Company, the perpetual, world-wide, royalty-free, non-exclusive, sublicensable, irrevocable right and license to use, reproduce, modify, publish, distribute, perform, display, and transmit the customer content through the Service. Customer is solely responsible for making and keeping back-up copies of customer content. The Company shall not be responsible or liable for the deletion or accuracy of customer content, the failure to store, transmit, encrypt (or otherwise secure) or receive customer content, or the storage, transmission, encryption (or other security) or receipt of any other communication involving the use of the ASP Service or Software. Customer acknowledges and agrees that most information shared or communicated between Customer, Customer's authorized users and the Company, the ASP Services or the Software occurs over the Internet which is an unsecured environment, is not treated as confidential, and may be intercepted and read by others. Customer acknowledges that the Company does not pre-screen customer content, but that the Company shall have the right (but not the obligation) in its sole discretion to refuse or move any customer content that is available through the Software or ASP Service. Without limiting the foregoing, the Company has the right to remove any customer content or Customer's access to the Software or ASP Service that violates this Order Schedule or is otherwise objectionable. Customer agrees and acknowledges that the Company may preserve customer content and may disclose customer content if required to do so by law or in the good faith belief that any such preservation or disclosure is reasonably necessary to comply with legal process, enforce this Order Schedule or the Master Terms, and/or respond to claims that any

customer content violates the rights of third parties or protect the rights, property or personal safety of the Company, its users and the public.

- 13. Terms of Service.** The Master Terms, together with this Order Schedule constitute the agreement between the parties in respect of the software and services set forth in Section 1 above. Capitalized terms not otherwise defined are defined in the Master Terms. By executing and returning this Order Schedule, Customer acknowledges and agrees that its use of the Blackboard Collaborate software and services specified herein is subject to, and governed by, all of the terms and conditions of this agreement. The individual executing this Order Schedule on Customer's behalf represents and warrants that he or she has the authority to enter into this agreement and bind the Customer to all of its terms and conditions as of the date indicated below. Notwithstanding anything to the contrary in any purchase order or any other document provided by Customer, any service provided or license granted by the Company to Customer in connection with a purchase order related to this Order Schedule is conditioned upon Customer's acceptance of this Order Schedule and the Master Terms are incorporated by reference herein. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void.

BLACKBOARD COLLABORATE INC.



Signature
Tess Frazier, Vice President
Print Name and Title

Date: 9/21/2012

CUSTOMER: University of Southern Mississippi



Signature
Denis Wiesenborg, Provost
Print Name and Title

Date: 9/21/12

BLACKBOARD COLLABORATE™ SALES ORDER SCHEDULE

This Blackboard Collaborate Sales Order Schedule ("Order Schedule") between University of Southern Mississippi ("Customer") and Blackboard Collaborate Inc. ("Company") is an addendum to the Blackboard License And Services Agreement dated July 8, 2011 between Blackboard Inc. and Customer, including, without limitation, the Master Terms and any Exhibits, Schedules, and Amendments incorporated therein ("Master Terms"). This Order Schedule details the terms of Customer's use of the Blackboard Collaborate software and services set forth in Section 1 below, and shall become effective on the later of: (i) Customer's execution and Company's acceptance and agreement; or (ii) the date specified in Section 3 below ("Effective Date").

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

Product Code	Product Name	Description	Qty (no.)	Initial Term Fee (USD) Period 1: 9/29/12-9/28/13
WB-WC-4-LIC	Wimba Classroom (8,000 - 14,999)	Wimba Classroom (8,000 - 14,999). Blackboard currently offers with the renewal of this product, unlimited storage.	1	USD 24,753.75
WB-WC-4-ASP	Wimba Classroom (8,000 - 14,999) HST	Wimba Classroom (8,000 - 14,999) HST. Blackboard currently offers with the renewal of this product, unlimited storage.	1	USD 10,550.40
WB-WV-4-LIC	Wimba Voice (8,000 - 14,999)	_____	1	USD 11,000.85
WB-WV-4-ASP	Wimba Voice (8,000 - 14,999) HST	_____	1	USD 4,730.25

Sales Order Total Fee (Initial Term):		USD 51,035.25
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Customer understands and agrees that this Order Schedule limits the use of the Software, ASP Services and/or Professional Services by the Customer to the delineated Description and Quantity specified above. Subject to those delineations, Company hereby grants to Customer a limited, personal, non-exclusive, non-transferable, non-sublicensable license to use the Software and ASP Services to facilitate the conduct of Customer classes, training sessions, seminars and other meetings. Additional access to or usage of the software or services is subject to additional purchase.

- Initial Term (aggregate months):** 12
- Effective Date (applicable only if different from acceptance date as described in the preamble):** 9/29/12
- Enterprise Licensed User Group (applicable only to enterprise banded products):** University of Southern Mississippi
- Customer Billing Contact:**

Contact Name:	Amy Thornton	Contact	
Street Address:	118 College Dr. #5023	Phone:	601/266-6197
Postal Code and Country:	39401, USA	City and State/Province:	Hattiesburg, MS
		E-Mail	
		Address:	amy.thornton@usm.edu

- Support.** A "Support Instance" is a unique request for support or service, and encompasses the cycle of communication from request initiation to instance resolution. Up to 250 Support Instances are included in the price above ("Included Instances"). Support Instances in excess of the Included Instances are subject to purchase.
- ASP Storage.** ASP Services include a total of 5GB of storage for archives ("Storage Capacity"), unless otherwise specifically set forth herein. Storage in excess of the Storage Capacity is subject to purchase.
- Professional Services.** If the Customer purchases Professional Services, in addition to the fees specified for such services, Customer agrees to reimburse Company's reasonable travel and living expenses incurred by Company's employees and subcontractors in connection with the performance of such services, provided, however, that: a) such expenses shall be invoiced separately as incurred; b) any single expense greater than \$250 shall be subject to Customer's approval; and c) upon request Company will provide reasonable documentation indicating that Company incurred such expenses. Professional Services are not subject to renewal.
- Payment and Term.** In consideration for the use of the Software, ASP Services and/or Professional Services (as applicable) during the Initial Term, the Customer will pay the Company the fees set forth above (the "Fee"). The total Fee will be invoiced on execution of this agreement and is due within 30 days of invoicing.

10. **Customer Use.** Customer acknowledges and agrees that Customer shall be responsible and liable for all uses made by Customer or Customer's authorized users of the Software and ASP Services. Customer shall comply with all applicable laws (including, but not limited to export/import laws and laws relating to privacy, obscenity, copyright, trademark, confidential information, trade secret, libel, slander or defamation), as well as all policies and practices of Customer-affiliated schools or organizations. Customer shall not, directly or indirectly, send, submit, post, receive or otherwise facilitate, or in any way use, or permit to be used, the Software or ASP Services to send, submit, post, receive or otherwise facilitate the transmission of any materials that are abusive, obscene, profane, sexually explicit, threatening, or materials containing blatant expressions of bigotry, racism or hate, or which violate or infringe any third-party right. Customer agrees that, unless otherwise expressly permitted in writing by Company, Customer and Customer's authorized users will not: (a) reproduce, republish, display, frame, download (except as expressly authorized herein), distribute, or transmit the Software or ASP Service; (b) to the extent permitted under applicable law, redistribute, encumber, sell, rent, lease, loan, sublicense, assign, or otherwise transfer rights to the Software or ASP Service; (c) modify or create any derivative works based on the Software or ASP Service, including customization, translation, or localization, or use modified versions thereof, including (without limitation) for the purpose of obtaining unauthorized access to the Software and/or the ASP Service; (d) copy, reproduce, reuse in another product or service, modify, alter, or display in any manner any software or files, or parts thereof, included as part of the Software or ASP Service, or otherwise permit the Software or ASP Service to be subject to any timesharing, service bureau, subscription service or rental activities; (e) except to the extent expressly permitted by law, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the Software or ASP Service, or in any way ascertain, decipher, or obtain the communications protocols for accessing the same, or the underlying ideas or algorithms (e.g., in an effort to develop other applications or services that provide similar or substitute or complimentary functionality to the Software or ASP Service); (f) access the Software or ASP Service by any means other than through the interface that is provided by the Company for such purpose; (g) attempt to gain unauthorized access to the Software or ASP Service, or to any account, application, platform, computer system or network associated therewith; (h) use the Software or ASP Service in any way that violates this Order Schedule or the Master Terms, or any other agreements to which Customer is a party, or any law; and/or (i) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in or on the Software or ASP Service. Customer may not charge any fees to any party for their use of the Software or ASP Service. The Company may, at its sole discretion, and from time to time make available additional features and/or functionalities to the Software or ASP Service which may, but are not required to, be added to the Software or ASP Service by Customer at an additional cost. The Company is required to, and Customer agrees that Customer will also, comply with the applicable terms of any third party license of which Customer have been notified by the Company.
11. **Access.** In order to use the Software and ASP Service, Customer must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service and/or telephony fees associated with such access. In addition, Customer must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. Generally, the Company endeavors to provide access to ASP Services on a 24-hour per day and 365 days per year basis. However, such access may not be available from time to time as a result of repairs, upgrades or routine maintenance. The Company will use commercially reasonable efforts to minimize the impact of such activities. Customer or Customer's authorized users may be required to provide information in order to register for and/or use the Software or ASP Service. Customer agrees to (a) provide true, accurate, current and complete information about Customer and Customer's authorized users as requested, and (b) maintain and promptly update all such information to keep it true, accurate, current and complete. Customer is solely responsible for maintaining the confidentiality of account(s) and password(s) related to the Software and/or ASP Services, and is fully responsible for all activities that occur under such passwords or user identifications. Customer acknowledges and agrees that Customer shall be responsible for each and every access, use or employment of the ASP Service or Software that occurs by Customer's authorized users and/or in conjunction with such passwords and user identifications, and that the Company is authorized to accept the user identifications and passwords as conclusive evidence that Customer, or Customer's authorized users, as the case may be, have accessed, utilized, or otherwise employed the ASP Service or Software. Customer agrees to notify the Company of any unauthorized use of such password or user identifications and any other breach of security. Specifically in respect of ASP Services, Customer acknowledges and agrees that the ASP Services are provided via the Internet and that Customer and Customer's authorized users' information, including personal information, may be transferred across national borders and stored or processed in any country in the world. Customer are solely responsible for obtaining and maintaining any necessary consents or permissions from Customer's authorized users or others whose information may be collected, recorded, processed, stored, used, disclosed, transferred, exchanged or otherwise handled as a result of, or as part of, any customer content or any communications involving the use of the ASP Services or Software and agree to obtain and maintain all such consents or permissions throughout the term of this agreement. If Customer resides in the European Union, upon registration Customer will be indicating Customer's explicit consent that the personal information Customer has provided may be transferred and stored in countries outside the EU, including the United States. Personal information shall only be used in accordance with the Company's Privacy Policy at <http://www.blackboard.com/Footer/Privacy-Policy.aspx>.
12. **Customer Content.** Customer is solely responsible for all customer content, as well as for the content of any communications by Customer or Customer's authorized users, including any communications involving the use of the ASP Services or Software. By uploading or otherwise making available any customer content, Customer automatically grants and/or warrants that the owner has granted the Company, the perpetual, world-wide, royalty-free, non-exclusive, sublicensable, irrevocable right and license to use, reproduce, modify, publish, distribute, perform, display, and transmit the customer content through the Service. Customer is solely responsible for making and keeping back-up copies of customer content. The Company shall not be responsible or liable for the deletion or accuracy of customer content, the failure to store, transmit, encrypt (or otherwise secure) or receive customer content, or the storage, transmission, encryption (or other security) or receipt of any other communication involving the use of the ASP Service or Software. Customer acknowledges and agrees that most information shared or communicated between Customer, Customer's authorized users and the Company, the ASP Services or the Software occurs over the Internet which is an unsecured environment, is not treated as confidential, and may be intercepted and read by others. Customer acknowledges that the Company does not pre-screen customer content, but that the Company shall have the right (but not the obligation) in its sole discretion to refuse or move any customer content that is available through the Software or ASP Service. Without limiting the foregoing, the Company has the right to remove any customer content or Customer's access to the Software or ASP Service that violates this Order Schedule or is otherwise objectionable. Customer agrees and acknowledges that the Company may preserve customer content and may disclose customer content if required to do so by law or in the good faith belief that any such preservation or disclosure is reasonably necessary to comply with legal process, enforce this Order Schedule or the Master Terms, and/or respond to claims that any

customer content violates the rights of third parties or protect the rights, property or personal safety of the Company, its users and the public.

- 13. Terms of Service.** The Master Terms, together with this Order Schedule constitute the agreement between the parties in respect of the software and services set forth in Section 1 above. Capitalized terms not otherwise defined are defined in the Master Terms. By executing and returning this Order Schedule, Customer acknowledges and agrees that its use of the Blackboard Collaborate software and services specified herein is subject to, and governed by, all of the terms and conditions of this agreement. The individual executing this Order Schedule on Customer's behalf represents and warrants that he or she has the authority to enter into this agreement and bind the Customer to all of its terms and conditions as of the date indicated below. Notwithstanding anything to the contrary in any purchase order or any other document provided by Customer, any service provided or license granted by the Company to Customer in connection with a purchase order related to this Order Schedule is conditioned upon Customer's acceptance of this Order Schedule and the Master Terms are incorporated by reference herein. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void.

BLACKBOARD COLLABORATE INC.

Signature
Tess Frazier, Vice President
Print Name and Title

Date:

CUSTOMER: University of Southern Mississippi

Signature
Denis Wiesenborg, Provost
Print Name and Title

Date: 8/21/12



Blackboard

University of Southern Mississippi Pricing Summary

Renewal

Product Description	Product ID	Renewal Term 10/1/12-9/30/13
HOSTING SSL	AS-ASPSSL	\$ 530
DATA INTEGRATION ICM	AS-ICMINT	\$ 8997.47
SECTION MERGE ICM	AS-JCMCRSEMERGE	\$ 8909.93
LS MATLIC F2FPK FEE	AS-MATLPLICFEE	\$ 2000
LS MATLIC ONLINE PKG FEE	AS-MATLSQLFEE	\$ 2500
COURSE DELIV HENA 8-15K	AS-LS-HENA04	\$ 48407.43
One Time Price Reduction		
MOBILE CENTRAL HENA FTE 8-15K	MOBILE-HENA04	\$ 25242.87
MOBILE LEARN HENA 8-15K	MOB-LRN-HENA04	\$ 32860
	SUBTOTAL:	\$ 129,447.70

New

Product Description	Product ID	Initial Term 10/1/12-9/30/13
HST BACK-UP HD & SHIPPING	AS-ASPDRAVE	\$ 400
HOSTING PLATINUM PKG NA	AS-ASPPLP-NA	\$ 167500
HST ADDL SVC HENA	AS-ASPADSU-HENA	\$ 47800
One Time Price Reduction		< - \$ 7800 >
	SUBTOTAL:	\$ 207,900

	10/1/12-9/30/13
GRAND TOTAL:	\$ 337,347.70

Site: Schedule of Fees Table

Designated Server Site (Physical Location of the Software):	Database Version:	Operating System:	Hardware Model:
Hosted by Blackboard	Customers FTE/User Band: 13722		

**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 University of Southern Mississippi ("Customer") and is an addendum to the Blackboard License And Services Agreement dated July 8, 2011 between Blackboard and Customer, including the Master Terms, the applicable Pricing Summary and other Schedules incorporated therein (collectively, the "Agreement"). Capitalized terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the 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:

I. 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"** means any individual(s) who is/are:
- (a) a student resident in a degree- or certificate- granting program of Customer;
 - (b) a prospective student, alumni, consortia student registered to take one of Customer's regularly offered courses of instruction;
 - (c) an employee, trustee or collaborating researcher of Customer;
 - (d) a Customer employee (solely to the extent any such employee use the Software for Customer's internal training purposes);
 - (e) non-enrolled students participating in non-revenue generating, non-credit bearing courses or community outreach programs;
 - (f) not students, faculty or employees of the Customer participating in academic or research collaboration sponsored by Customer;
 - (g) accessing the Software through guest access accounts or "guest" role designations;
 - (h) financial, technical, or academic auditor; or
 - (i) representative of certification bodies.
- Customer's Authorized Users will not exceed Customer's FTE listed on the Pricing Summary. For purposes of clarification, the Authorized End Users defined in subsection e-i will not count toward the ten (10%) percent excess as outlined in Section 2.7, Expansion of Licensed Use, below.
- 1.4** **"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.
- 1.5** **"Designated Server Site"** means the physical location where the Software will be installed, as identified in the Pricing Summary.
- 1.6** **"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.
- 1.7** **"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.
- 1.8** **"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.
- 1.9** **"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.
- 1.10** **"Third-Party Software"** means the software or content manufactured or created by third parties that has been incorporated by Blackboard into the Software.
- 1.11** **"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.
- 1.12** **"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 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 Customer's 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. 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. 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" or "Full Time Equivalent" is defined as the number of full-time students plus half of the part-time students. 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. Notwithstanding the foregoing, the Authorized End Users defined in subsection e-i of Section 1.3 will not count toward the ten (10%) percent excess as outlined herein.

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.

2.8 Ordering Procedure. Once the Agreement has been signed, should Customer desire to license additional Software solutions or Equipment from Blackboard, Customer may do so by providing a purchase order to Blackboard. The request for purchase/upgrade shall be made to Blackboard, via fax 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 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. Should Customer choose to terminate a multi-year Agreement in advance of the Initial Term or Renewal Term, Customer will be required to pay a penalty fee to Blackboard equal to the difference of the total discount received for the Term of the product or products being terminated. Customer further agrees to reimburse Blackboard for: (i) reasonable travel and living expenses incurred by Blackboard's employees and subcontractors in connection with the performance of maintenance and support services under this Schedule and; (ii) any other expenses described in this Schedule, provided that Blackboard will receive Customer's prior approval for single expenses greater than \$250, and further provided that, upon Customer's request, Blackboard will provide reasonable documentation indicating that Blackboard incurred such expenses. 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 one (1) year (the "Initial 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/supportsveguide.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: University of Southern Mississippi



Signature

Tess Frazier, Vice President

Print Name and Title

Date: 9/21/2012

Signature

Denis Wiesenburg, Provost

Print Name and Title


9/21/12

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 University of Southern Mississippi ("Customer") and is an addendum to the Blackboard License And Services Agreement between Blackboard and Customer, which includes, without limitation, the Master Terms dated July 8, 2011 and other Schedules incorporated therein. Capitalized terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the 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 RESPONSIBILITIES.

- 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 ten (10) days' 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 \$1,000 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 320 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 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.

2.8 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.

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 2.8. 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 warrants that its Authorized End Users will comply with the provisions of this Managed Hosting Schedule in all respects.

3.2 Customer Content. Customer represents and warrants 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) the Customer Content does not and shall not contain 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. 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. 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, to the extent permitted by Mississippi law, 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.

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 may 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. Should Customer choose to terminate a multi-year Agreement in advance of the Initial Term or Renewal Term, Customer will be required to pay a penalty fee to Blackboard equal to the difference of the total discount received for the Term of the product or products being terminated. 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 on the Schedule Effective Date, and shall continue in effect for a period of one (1) year (the "Initial Term") or otherwise specified in Exhibit A. 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: University of Southern Mississippi



Signature
TESS FRAZIER-VICE PRESIDENT
Print Name and Title
Date: 9/21/2012



Signature
Denis Wiesenborg, Provost
Print Name and Title
Date: 9/21/12

EXHIBIT A
MANAGED HOSTING SPECIFICATIONS

++ Blackboard Platinum Package

- Includes hosting for Blackboard Learn™ Software
- Includes Non-Production Test Environment, described below.
- During major upgrade periods, this also includes Non-Production Staging Environment and a Platinum Project Manager, each described below.
- Set-up Fee includes service for each installation of the Software or update/ upgrade requiring a revised or new hardware and/or software configuration.
- Initial Term Annual Fee includes service for up to 8,000 Active Users* and 620 GB of storage and 20 Mbps of bandwidth measured using the 95th percentile calculation (as defined below) delivered via redundant Internet uplink and Managed Firewall Service. (Storage and Bandwidth should be adjusted to reflect the Schedule)
- Additional storage and bandwidth are separately charged
- Additional Service units for 7,500 additional Active Users* additional 1Mbps bandwidth and 100 GB additional storage (LS-Enterprise) or 100 GB additional storage (CE and Vista) are separately charged. (Storage and Bandwidth should be adjusted to reflect the Schedule)
- Non-Production Test Environment
 - Includes installation of Test Copy Hosted Software on computer servers and systems in Blackboard's non-production environment.
 - Includes 20 GB of server storage and burstable bandwidth provided through Blackboard's broadband connection, and grants Customer full root access to servers.
 - Is not designed to fully replicate or clone the production environment in terms of physical infrastructure
 - By its nature DOES NOT meet the Service Level specifications under Exhibit B, and therefore, DOES NOT qualify for Service Level Guarantees.
- Staging Environment, available during major upgrade periods only
 - Includes installation of Test Copy Hosted Software on computer servers and systems in Blackboard's production environment.
 - Includes 100 GB of storage
 - Is not designed to fully replicate or clone the production environment in terms of physical infrastructure.
 - Per Customer request, Managed Hosting will provide up to four (4) clones of the Customer production data per year. This cloned data will not be backed up.
 - Is designed for Customer to test and approve new update/upgrade software and changes in software configuration before implementing such software in a production environment. It may not be used for production purposes.
 - 99.7% Availability guarantee as described in Service Level specifications in Exhibit B applies for all Staging Environments.
- The Platinum Project Manager is a proactive relationship manager whose primary goal is to manage the Customer's upgrade period(s) from the Managed Hosting side. He/ she will work as a single point-of-contact for all major upgrades.

Business Objectives of the Platinum PM (PPM):

1. Management
 - a. Central Point of Contact and Escalation: The PPM will be the central point-of-contact within Blackboard Managed Hosting Services during the upgrade period, lasting no longer than three months per upgrade with no more than two major upgrades during a year term.
 - b. Internal Blackboard Delivery Coordination: Coordinate with Blackboard Global Services Project Management, Developers, Customer's Technical Support Manager in Managed Hosting, Managed Hosting Operations, Engineering, and other elements of Blackboard to deliver and manage Customer's requirements during the upgrade periods.
 - c. Infrastructure and Software Upgrade Management: Design and implement Managed Hosting testing and/or staging in coordination with Customer as necessary for testing and evaluation purposes (examples: upgrading from one Blackboard version to another, upgrading application servers).
2. Communication
 - a. Contact: Be dedicated to Customer's Systems Administrators and Operations staff through a dedicated phone number/ email/ Instant Messenger (or other contact method) for day-to-day Managed Hosting upgrade project status reporting.
 - b. Project Communication: Build pro-active, two-way communication processes in coordination with Customer for upgrade project management, support issue escalation, and other communication procedures as necessary.
 - c. Regular Reporting: Coordinate and facilitate regularly scheduled (weekly or bi-weekly) and ad-hoc project and status update meetings surrounding the upgrade project.
3. Documentation
 - a. Upgrade Project Planning and Regular Status Reporting: Document upgrade project plans with milestones, timelines, and resource requirements. Provide weekly updates to Customer on status of the project plan until the upgrade has completed successfully with the Customer's approval for project closure.

+ Secure Socket Layer – annual fee that is separately charged per solution

- Secure Socket Layer (SSL) is an encryption protocol that prevents eavesdropping of data that passes between a web server and an end-user's browser. SSL enabled websites encrypt data before it is transmitted from the web server to the end user and from the end user to the web server. Blackboard's Learning System 6.1 and higher versions contain SSL Choice feature, which once turned on allows Customer to choose which parts of the site should be encrypted and which should not, which in turn effectively reduces unnecessary CPU usage associated with SSL software. In order to take advantage of the SSL Choice, Customer must have SSL software enabled.
- As an optional service, Blackboard offers Software-based Secure Socket Layer (SSL) to Customer for added security to Customer's data transmission. Customer must have Blackboard Learning Systems 6.1 or higher version in order to take advantage of this Service. Blackboard will obtain an SSL certificate from a certificate authority and set up the service for the Customer at the then-standard applicable rates.

*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

*** Active User defined in section 1.1**

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:

<u>Length of Unavailability (per calendar month)</u>	<u>Service Credit</u>
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%	2 days of services fees credited (i.e., 1/15* monthly fees)
48 to 96 hours of aggregate unavailability below 99.7%	5 days of service fees credited (i.e., 1/6 * monthly fees)

*Each block of 96 hours of aggregate unavailability thereafter shall be credited 5 days of service fees.

*All Service Credit shall be applied to the next period's Managed Hosting fees.

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 this exhibit 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 this exhibit 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 described in Sections 1 and 2 of this Managed Hosting Enhanced SLA clause 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 annual having 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.

Host Latency Service Credit

The Hosted service provides a monthly average of two (2) seconds or better Host Latency. "Host Latency" is defined as the time period beginning when the first packet of data transmitted from Customer reaches the external firewall of the Blackboard datacenter environment and ending when the first packet of data responding to such transmission leaves the external firewall of the Blackboard datacenter environment. Latency measurements will not be measured during scheduled Maintenance windows. Host Latency excludes any latency incurred on the customer site or when traversing the internet between the customer site and the Blackboard datacenter environment. Upon Customer's request, Blackboard will provide a report generated by a commercial tool showing Host Latency for the preceding month. Failure to meet the Host Latency service level occurs when, during any calendar month, the average Host Latency for such calendar month is greater than two seconds. Service credits for failure to meet the Host Latency service level are as follows:

Service credits for failure to meet the Host Latency service level are as follows:

<u>Time of Latency (per calendar month)</u>	<u>Service Credit</u>
3-4 Seconds Monthly Average Host Latency	2 days of service fees credited (i.e. 1/15* monthly fees)
4-5 Seconds Monthly Average Host Latency	4 days of service fees credited (i.e. 2/15 monthly fees)
More than 5 Seconds Monthly Average Host Latency	8 days of services fees credited (i.e. 4/15* monthly fees)

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 at the time the service credit request is made.

Backup and Disaster Recovery:

Blackboard provides comprehensive redundant backups which are stored online and at a separate facility. 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:

- The data center is designed to maintain a constant temperature of 68°F, plus or minus 2°F, 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 RESPONSIBILITIES. 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 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.



Blackboard

University of Southern Mississippi Pricing Summary

Renewal

Product Description	Product ID	Renewal Term 10/1/12-9/30/13
HOSTING SSL	AS-ASPSSL	\$ 530
DATA INTEGRATION ICM	AS-ICMINT	\$ 8997.47
SECTION MERGE ICM	AS-ICMCRSEMERGE	\$ 8909.93
LS MATLIC F2FPK FEE	AS-MATLSLICEFEE	\$ 2000
LS MATLIC ONLINE PKG FEE	AS-MATLSOLFEE	\$ 2500
COURSE DELIV HENA 8-15K	AS-LS-HENA04	\$ 48407.43
One Time Price Reduction		
MOBILE CENTRAL HENA FTE 8-15K	MOBILE-HENA04	\$ 25242.87
MOBILE LEARN HENA 8-15K	MOB-LRN-HENA04	\$ 32860
	SUBTOTAL:	\$ 129,447.70

New

Product Description	Product ID	Initial Term 10/1/12-9/30/13
HST BACK-UP HD & SHIPPING	AS-ASPDRAVE	\$ 400
HOSTING PLATINUM PKG NA	AS-ASPPLP-NA	\$ 167500
HST ADDL SVC HENA	AS-ASPADSU-HENA	\$ 47800
One Time Price Reduction		< - \$ 7800 >
	SUBTOTAL:	\$ 207,900

10/1/12-9/30/13
GRAND TOTAL: \$ 337,347.70

Site: Schedule of Fees Table

Designated Server Site (Physical Location of the Software):	Database Version:	Operating System:	Hardware Model:
Hosted by Blackboard Customers FTE/User Band: 13722			

**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 University of Southern Mississippi ("Customer") and is an addendum to the Blackboard License And Services Agreement dated July 8, 2011 between Blackboard and Customer, including the Master Terms, the applicable Pricing Summary and other Schedules incorporated therein (collectively, the "Agreement"). Capitalized terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the 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:

I. 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"** means any individual(s) who is/are:
- (a) a student resident in a degree- or certificate- granting program of Customer;
 - (b) a prospective student, alumni, consortia student registered to take one of Customer's regularly offered courses of instruction;
 - (c) an employee, trustee or collaborating researcher of Customer;
 - (d) a Customer employee (solely to the extent any such employee use the Software for Customer's internal training purposes);
 - (e) non-enrolled students participating in non-revenue generating, non-credit bearing courses or community outreach programs;
 - (f) not students, faculty or employees of the Customer participating in academic or research collaboration sponsored by Customer;
 - (g) accessing the Software through guest access accounts or "guest" role designations;
 - (h) financial, technical, or academic auditor; or
 - (i) representative of certification bodies.
- Customer's Authorized Users will not exceed Customer's FTE listed on the Pricing Summary. For purposes of clarification, the Authorized End Users defined in subsection e-i will not count toward the ten (10%) percent excess as outlined in Section 2.7, Expansion of Licensed Use, below.
- 1.4** **"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.
- 1.5** **"Designated Server Site"** means the physical location where the Software will be installed, as identified in the Pricing Summary.
- 1.6** **"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.
- 1.7** **"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.
- 1.8** **"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.
- 1.9** **"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.
- 1.10** **"Third-Party Software"** means the software or content manufactured or created by third parties that has been incorporated by Blackboard into the Software.
- 1.11** **"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.
- 1.12** **"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 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 Customer's 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. 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. 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" or "Full Time Equivalent" is defined as the number of full-time students plus half of the part-time students. 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. Notwithstanding the foregoing, the Authorized End Users defined in subsection e-i of Section 1.3 will not count toward the ten (10%) percent excess as outlined herein.

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.

2.8 Ordering Procedure. Once the Agreement has been signed, should Customer desire to license additional Software solutions or Equipment from Blackboard, Customer may do so by providing a purchase order to Blackboard. The request for purchase/upgrade shall be made to Blackboard, via fax 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 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. Should Customer choose to terminate a multi-year Agreement in advance of the Initial Term or Renewal Term, Customer will be required to pay a penalty fee to Blackboard equal to the difference of the total discount received for the Term of the product or products being terminated. Customer further agrees to reimburse Blackboard for: (i) reasonable travel and living expenses incurred by Blackboard's employees and subcontractors in connection with the performance of maintenance and support services under this Schedule and; (ii) any other expenses described in this Schedule, provided that Blackboard will receive Customer's prior approval for single expenses greater than \$250, and further provided that, upon Customer's request, Blackboard will provide reasonable documentation indicating that Blackboard incurred such expenses. 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 one (1) year (the "Initial 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/supportsveguide.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: University of Southern Mississippi

Signature
Tess Frazier, Vice President
Print Name and Title

Date:

Signature
Denis Wiesenburg, Provost
Print Name and Title

Date: 9/21/12

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 University of Southern Mississippi ("Customer") and is an addendum to the Blackboard License And Services Agreement between Blackboard and Customer, which includes, without limitation, the Master Terms dated July 8, 2011 and other Schedules incorporated therein. Capitalized terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the 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 RESPONSIBILITIES.

- 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 ten (10) days' 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 \$1,000 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 320 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 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.

2.8 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.

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 2.8. 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 warrants that its Authorized End Users will comply with the provisions of this Managed Hosting Schedule in all respects.

3.2 Customer Content. Customer represents and warrants 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) the Customer Content does not and shall not contain 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. 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. 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, to the extent permitted by Mississippi law, 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.

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 may 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. Should Customer choose to terminate a multi-year Agreement in advance of the Initial Term or Renewal Term, Customer will be required to pay a penalty fee to Blackboard equal to the difference of the total discount received for the Term of the product or products being terminated. 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 on the Schedule Effective Date, and shall continue in effect for a period of one (1) year (the "Initial Term") or otherwise specified in Exhibit A. 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: University of Southern Mississippi

Signature
TESS FRAZIER-VICE PRESIDENT
Print Name and Title
Date:

Signature
Denis Wiesenborg, Provost
Print Name and Title
Date: 9/21/12

EXHIBIT A
MANAGED HOSTING SPECIFICATIONS

++ Blackboard Platinum Package

- Includes hosting for Blackboard Learn™ Software
- Includes Non-Production Test Environment, described below.
- During major upgrade periods, this also includes Non-Production Staging Environment and a Platinum Project Manager, each described below.
- Set-up Fee includes service for each installation of the Software or update/upgrade requiring a revised or new hardware and/or software configuration.
- Initial Term Annual Fee includes service for up to 8,000 Active Users* and 620 GB of storage and 20 Mbps of bandwidth measured using the 95th percentile calculation (as defined below) delivered via redundant Internet uplink and Managed Firewall Service. (Storage and Bandwidth should be adjusted to reflect the Schedule)
- Additional storage and bandwidth are separately charged
- Additional Service units for 7,500 additional Active Users* additional 1Mbps bandwidth and 100 GB additional storage (LS-Enterprise) or 100 GB additional storage (CE and Vista) are separately charged. (Storage and Bandwidth should be adjusted to reflect the Schedule)
- Non-Production Test Environment
 - Includes installation of Test Copy Hosted Software on computer servers and systems in Blackboard's non-production environment.
 - Includes 20 GB of server storage and burstable bandwidth provided through Blackboard's broadband connection, and grants Customer full root access to servers.
 - Is not designed to fully replicate or clone the production environment in terms of physical infrastructure
 - By its nature DOES NOT meet the Service Level specifications under Exhibit B, and therefore, DOES NOT qualify for Service Level Guarantees.
- Staging Environment, available during major upgrade periods only
 - Includes installation of Test Copy Hosted Software on computer servers and systems in Blackboard's production environment.
 - Includes 100 GB of storage
 - Is not designed to fully replicate or clone the production environment in terms of physical infrastructure.
 - Per Customer request, Managed Hosting will provide up to four (4) clones of the Customer production data per year. This cloned data will not be backed up.
 - Is designed for Customer to test and approve new update/upgrade software and changes in software configuration before implementing such software in a production environment. It may not be used for production purposes.
 - 99.7% Availability guarantee as described in Service Level specifications in Exhibit B applies for all Staging Environments.
- The Platinum Project Manager is a proactive relationship manager whose primary goal is to manage the Customer's upgrade period(s) from the Managed Hosting side. He/ she will work as a single point-of-contact for all major upgrades.

Business Objectives of the Platinum PM (PPM):

1. Management
 - a. Central Point of Contact and Escalation: The PPM will be the central point-of-contact within Blackboard Managed Hosting Services during the upgrade period, lasting no longer than three months per upgrade with no more than two major upgrades during a year term.
 - b. Internal Blackboard Delivery Coordination: Coordinate with Blackboard Global Services Project Management, Developers, Customer's Technical Support Manager in Managed Hosting, Managed Hosting Operations, Engineering, and other elements of Blackboard to deliver and manage Customer's requirements during the upgrade periods.
 - c. Infrastructure and Software Upgrade Management: Design and implement Managed Hosting testing and/or staging in coordination with Customer as necessary for testing and evaluation purposes (examples: upgrading from one Blackboard version to another, upgrading application servers).
2. Communication
 - a. Contact: Be dedicated to Customer's Systems Administrators and Operations staff through a dedicated phone number/ email/ Instant Messenger (or other contact method) for day-to-day Managed Hosting upgrade project status reporting.
 - b. Project Communication: Build pro-active, two-way communication processes in coordination with Customer for upgrade project management, support issue escalation, and other communication procedures as necessary.
 - c. Regular Reporting: Coordinate and facilitate regularly scheduled (weekly or bi-weekly) and ad-hoc project and status update meetings surrounding the upgrade project.
3. Documentation
 - a. Upgrade Project Planning and Regular Status Reporting: Document upgrade project plans with milestones, timelines, and resource requirements. Provide weekly updates to Customer on status of the project plan until the upgrade has completed successfully with the Customer's approval for project closure.

+ Secure Socket Layer – annual fee that is separately charged per solution

- Secure Socket Layer (SSL) is an encryption protocol that prevents eavesdropping of data that passes between a web server and an end-user's browser. SSL enabled websites encrypt data before it is transmitted from the web server to the end user and from the end user to the web server. Blackboard's Learning System 6.1 and higher versions contain SSL Choice feature, which once turned on allows Customer to choose which parts of the site should be encrypted and which should not, which in turn effectively reduces unnecessary CPU usage associated with SSL software. In order to take advantage of the SSL Choice, Customer must have SSL software enabled.
- As an optional service, Blackboard offers Software-based Secure Socket Layer (SSL) to Customer for added security to Customer's data transmission. Customer must have Blackboard Learning Systems 6.1 or higher version in order to take advantage of this Service. Blackboard will obtain an SSL certificate from a certificate authority and set up the service for the Customer at the then-standard applicable rates.

*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

*** Active User defined in section 1.1**

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:

<u>Length of Unavailability (per calendar month)</u>	<u>Service Credit</u>
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%	2 days of services fees credited (i.e., 1/15* monthly fees)
48 to 96 hours of aggregate unavailability below 99.7%	5 days of service fees credited (i.e., 1/6 * monthly fees)

*Each block of 96 hours of aggregate unavailability thereafter shall be credited 5 days of service fees.

*All Service Credit shall be applied to the next period's Managed Hosting fees.

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 this exhibit 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 this exhibit 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 described in Sections 1 and 2 of this Managed Hosting Enhanced SLA clause 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 annual having 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.

Host Latency Service Credit

The Hosted service provides a monthly average of two (2) seconds or better Host Latency. "Host Latency" is defined as the time period beginning when the first packet of data transmitted from Customer reaches the external firewall of the Blackboard datacenter environment and ending when the first packet of data responding to such transmission leaves the external firewall of the Blackboard datacenter environment. Latency measurements will not be measured during scheduled Maintenance windows. Host Latency excludes any latency incurred on the customer site or when traversing the internet between the customer site and the Blackboard datacenter environment. Upon Customer's request, Blackboard will provide a report generated by a commercial tool showing Host Latency for the preceding month. Failure to meet the Host Latency service level occurs when, during any calendar month, the average Host Latency for such calendar month is greater than two seconds. Service credits for failure to meet the Host Latency service level are as follows:

Service credits for failure to meet the Host Latency service level are as follows:

<u>Time of Latency (per calendar month)</u>	<u>Service Credit</u>
3-4 Seconds Monthly Average Host Latency	2 days of service fees credited (i.e. 1/15* monthly fees)
4-5 Seconds Monthly Average Host Latency	4 days of service fees credited (i.e. 2/15 monthly fees)
More than 5 Seconds Monthly Average Host Latency	8 days of services fees credited (i.e. 4/15* monthly fees)

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 at the time the service credit request is made.

Backup and Disaster Recovery:

Blackboard provides comprehensive redundant backups which are stored online and at a separate facility. 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:

- The data center is designed to maintain a constant temperature of 68°F, plus or minus 2°F, 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 RESPONSIBILITIES. 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 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.



USM Purchasing
2609 WEST 4TH STREET
HATTIESBURG MS 39401
United States

Purchase Order

Purchase Order		Date	Revision	Dispatch via Print
1076379		09/24/2012		Page
Payment Terms		Freight Terms	Ship Via	
Net 30		FOB:Destin,frt prepd/chrg back	BESTWAY	
Buyer	Duplessy, Dennis Anthony	Requisition #	Requestor	
Duplessy, Dennis Anthony	0000057574	Jones, Modist		
Ship To:	2609 WEST 4TH STREET			
	HATTIESBURG MS 39401			
	United States			
Bill To:	118 COLLEGE DRIVE #5104			
	HATTIESBURG MS 39406-0001			
	United States			

Tax Exempt?	Y	Tax Exempt ID:	64-740188K	Dept:	iTech Administration	Dept Id:120029	Proj/Grnt: IT00105
Line		Quantity	UOM	Item/Description		Unit Price	Extended Amt

1	1.00	EA	HOSTING SSL	Product ID: AS-ASPSSL	530.00	530.00
2	1.00	EA	DATA INTEGRATION ICM	Product ID:AS-ICMINT	8,997.47	8,997.47
3	1.00	EA	SECTION MERGE ICM	Product ID: AS-ICMCRSEMERGE	8,909.93	8,909.93
4	1.00	EA	LS MATLIC F2FPK FEE	Product ID:AS-MATLSLICFEE	2,000.00	2,000.00
5	1.00	EA	LS MATLIC ONLINE PKG FEE	Product ID:AS-MATLSOLFEE	2,500.00	2,500.00
6	1.00	EA	COURSE DELIV HENA 8-15K	Product ID: AS-LS-HENA04	48,407.43	48,407.43
7	1.00	EA	MOBILE CENTRAL HENA FTE 8-15K	Product ID: MOBILE-HENA04	25,242.87	25,242.87
8	1.00	EA	MOBILE LEARN HENA 8-15K	Product ID: MOB-LRN-HENA04	32,860.00	32,860.00
9	1.00	EA	HST BACK-UP HD & SHIPPING	Product ID: AS-ASPDRAVE	400.00	400.00
10	1.00	EA	HOSTING PLATINUM PKG NA		167,500.00	167,500.00
11	1.00	EA	HST ADDL SVC HENA	Product ID: AS-ASPADSU-HENA	40,000.00	40,000.00

WALK THRU: ERIN SESSIONS x4190 OR MODIST JONES x6802

IHL approval on file

Lines 1-8: Renewal Term: 10/1/12-9/30/13

Lines 9-11: Initial Term: 10/1/12-9/30/13

Signed contract on file

Invoice must be approved before payment.

CALLED
9-24-12
gp



USM Purchasing
2609 WEST 4TH STREET
HATTIESBURG MS 39401
United States

Vendor:0000012899
BLACKBOARD INC
650 MASSACHUSETTS AVENUE NW
6TH FLOOR
WASHINGTON DC 20001

Tax Exempt? Y Tax Exempt ID: 64-740188K Dept: iTech Administration
Line Quantity UOM Item/Description

Purchase Order		Date	Revision	Dispatch via Print
1076379	09/24/2012			2
Payment Terms	Freight Terms	Ship Via		
Net 30	FOB:Destin,frt prepd/chrg back	BESTWAY		
Buyer	Requisition # Requestor			
Duplessy,Dennis Anthony	0000057574	Jones, Modist		
Ship To:	2609 WEST 4TH STREET HATTIESBURG MS 39401 United States			
Bill To:	118 COLLEGE DRIVE #5104 HATTIESBURG MS 39406-0001 United States			
		Dept Id:120029	Proj/Grnt: IT00105	
		Unit Price		Extended Amt

Total: 337,347.70

Terms and Conditions

CORRESPONDENCE should be addressed to the Purchasing department.
ACKNOWLEDGE order upon receipt and give definite shipping date.

This Purchase Order is subject to, incorporates herein, and Seller
agrees to be bound by, the USM Terms and Conditions which may be found at
http://www.usm.edu/procurement/Terms_and_Conditions.pdf

AAEOE/ADA

BY
USM Procurement and Contract Services
Phone (601) 266-4131
Fax (601) 266-5182



USM Purchasing
2609 WEST 4TH STREET
HATTIESBURG MS 39401
United States

Vendor:0000046535 FAX : 646/861-5200
BLACKBOARD COLLABORATE INC
10 EAST 40TH STREET
FLOOR 11
NEW YORK NY 10016

Tax Exempt?	Y	Tax Exempt ID:	64-740188K	Dept:	iTech Administration	Dept Id:	120029	Proj/Grnt:
Line		Quantity	UOM	Item/Description		Unit Price		Extended Amt

1	1.00	EA	Wimba Classroom (8,000 - 14,999).		24,753.75	24,753.75
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WB-WC-4-LIC - Wimba Classroom (8,000 - 14,999). Blackboard currently offers with the renewal of this product, unlimited storage.

2	1.00	EA	Wimba Classroom (8,000 - 14,999) HST.		10,550.40	10,550.40
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WB-WC-4-ASP - Wimba Classroom (8,000 - 14,999) HST. Blackboard currently offers with the renewal of this product, unlimited storage.

3	1.00	EA	Wimba Voice (8,000 -14,999)		11,000.85	11,000.85
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WB-WV-4-LIC

4	1.00	EA	Wimba Voice (8,000 - 14,999) HST		4,730.25	4,730.25
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WB-WV-4-ASP

WALK THRU: CIO ADMIN ASST @ 6.4190 OR MODIST JONES @ 6.6802

IHL APPROVAL ON FILE

SOLE SOURCE ON FILE

PLEASE SEND INVOICES TO:
ITInvoices@usm.edu

OR
The University of Southern Mississippi - iTech
118 College Drive #5181
Hattiesburg, MS 39406

INVOICES MUST BE APPROVED BY iTECH BEFORE PAYMENT

Dispatch via Print			
Purchase Order	Date	Revision	Page
1076388	09/24/2012	1	
Payment Terms	Freight Terms	Ship Via	
Net 30	FOB:Destin,frt prep'd/chrg back	BESTWAY	
Buyer	Requisition #	Requestor	
Duplessy,Dennis Anthony	0000057700	Taylor Jr,Ronnie Andrew	

Ship To:	2609 WEST 4TH STREET HATTIESBURG MS 39401 United States
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Bill To:	118 COLLEGE DRIVE #5104 HATTIESBURG MS 39406-0001 United States
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CALLED
9-25-12
JB



USM Purchasing
2609 WEST 4TH STREET
HATTIESBURG MS 39401
United States

Purchase Order

Vendor:0000046535 FAX : 646/861-5200
BLACKBOARD COLLABORATE INC
10 EAST 40TH STREET
FLOOR 11
NEW YORK NY 10016

Tax Exempt? Y Tax Exempt ID: 64-740188K Dept: iTech Administration
Line Quantity UOM Item/Description

Dispatch via Print

Purchase Order	Date	Revision	Page
1076388	09/24/2012		2
Payment Terms	Freight Terms	Ship Via	
Net 30	FOB:Destin,frt prepd/chrg back	BESTWAY	
Buyer	Requisition # Requestor		
Duplessy,Dennis Anthony	0000057700 Taylor Jr,Ronnie Andrew		
Ship To:	2609 WEST 4TH STREET HATTIESBURG MS 39401 United States		
Bill To:	118 COLLEGE DRIVE #5104 HATTIESBURG MS 39406-0001 United States		
		Dept Id:120029 Proj/Grnt:	
		Unit Price	Extended Amt

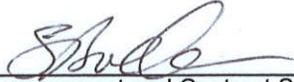
Total: 51,035.25

Terms and Conditions

CORRESPONDENCE should be addressed to the Purchasing department.
ACKNOWLEDGE order upon receipt and give definite shipping date.

This Purchase Order is subject to, incorporates herein, and Seller
agrees to be bound by, the USM Terms and Conditions which may be found at
http://www.usm.edu/procurement/Terms_and_Conditions.pdf

AA/EOE/ADA

BY 
USM Procurement and Contract Services
Phone (601) 266-4131
Fax (601) 266-5182

Effective Date 07/01/2013
Expiration Date 09/30/2014
Date Printed 10/07/2013
Procurement Type COMPETITIVE PROCUREMENT

CP-1 Acquisition Approval Form
Dept. of Information Technology Services
3771 Eastwood Dr.
Jackson, MS 39211
(601) 432-8000

CP-1 **20140155**
Contract **IT20140068**
Acquisition Method: PURCHASE

Page: 1

This document is your authorization from ITS to purchase the following products and/or services from the vendor listed, at or below the prices itemized. If no vendor is listed, proceed according to ITS exemption instructions or instructions included on the Planned Purchase Approval Letter accompanying this CP-1. This procurement is contingent upon availability of funds and will not become final until the vendor has received your purchase order. Keep this form with your financial records as an audit trail of ITS procurement approval.

For additional information regarding the ITS Procurement Process and CP-1 Approval Documents, refer to the ITS Procurement Handbook, located at <http://www.its.state.ms.us/its/procman.nsf>. The following sections of the Procurement Handbook include information specifically related to CP-1 approvals: 009-025, 013-040, and 013-080.

If you need additional assistance regarding this CP-1, please contact the ITS Procurement Help Desk at 601-432-8166 or e-mail isshelp@its.state.ms.us.

University of Southern MS ATTN: Paige Strickland Box 5001 Hattiesburg, MS 39406	PLACE ORDER TO: BLACKBOARD INC 650 MASSACHUSETTS AVENUE NW 6TH FL WASHINGTON DC 20001 ATTN: ORDER TO MAKE PAYMENT TO: BLACKBOARD INC 650 MASSACHUSETTS AVENUE NW 6TH FL WASHINGTON DC 20001 ATTN: ORDER TO	V0001693234
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MAX ANNUAL % INCREASE	0.00	CP1 LIFECYCLE LIMIT	21,933.66	NUMBER OF PAYMENTS	1
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This software will be used to facilitate online courses for up to 15,000 users.

Pricing has been verified against the Supplement to the Master Software License and Services Agreement. This CP1 is for hosting services while the Supplement to the Master Software License and Services Agreement was being negotiated. The term is from July 1, 2013 - September 30, 2013.

APPROVED ITS DATE: 10/07/2013

PRODUCTS AND SERVICES PURCHASE DETAILS

QTY	PRODUCTS	EACH NET	EXTENDED NET
1	Student Services Account Management (2,001 - 3,000 Incidents)	2,625.00	2,625.00
1	Student Services BB CRM Department (2,001 - 3,000 Incidents)	2,625.00	2,625.00
1	Student Services ELS Support Incident (2,001 - 3,000 Incidents)	10,500.00	10,500.00
1	Collaborate Enterprise IM HENA	6,183.66	6,183.66
TOTAL		MAXIMUM	21,933.66

COMMODITY CODES -- 61902000000, 61921000000, 61920000000

DISTRIBUTION TO

Paige Strickland - MAIL - COVER PAGE Box 5001 Hattiesburg, MS 39406

PRNO BAG00-40423-2	ATHY DIRECTOR APRV	REPLACEMENT SUBSEQUENT	RFP No(s) 3452
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Effective Date 07/01/2013
Expiration Date 09/30/2014
Date Printed 10/07/2013
Procurement Type COMPETITIVE PROCUREMENT

CP-1 Acquisition Approval Form
Dept. of Information Technology Services
3771 Eastwood Dr.
Jackson, MS 39211
(601) 432-8000

Page: 2
CP-1 20140155
Contract IT20140068
Acquisition Method: PURCHASE

CP-1 LIFECYCLE REPORT

Product/Services
Blackboard Licensing and Services for 3 Months

Payment frequency MAXIMUM
Max Annual % Increase 0.00

YEAR	PERIOD	PAYMENT AMOUNT	# PMTS	TOTAL FOR YEAR
1	07/01/2013	21,933.66	1	21,933.66
Total			1	21,933.66



Blackboard

Blackboard is pleased to provide this pricing proposal to the University of Southern Mississippi for the products and / or services detailed below. We appreciate your interest and look forward to working with your organization on realizing your educational experience improvement initiatives. Please let me know if there are any questions.

Prepared for:
Paige Strickland
Director, Technology Finance
601.266.2007
Paige.Strickland@usm.edu

Prepared by:
Jesse Girardi
Sr. Enterprise Account Manager
978.377.0081
Jesse.Girardi@blackboard.com

Product and Pricing Summary

License Period	Product	Quantity	Price (USD)
7/1/13 – 9/30/13	Bb Student Services: Account Management	2,001 – 3,000	\$2,625.00
7/1/13 – 9/30/13	Bb Student Services: CRM Department	2,001 – 3,000	\$2,625.00
7/1/13 – 9/30/13	Bb Student Services: ELS Support Incidents	2,001 – 3,000	\$10,500.00
6/30/13 – 9/30/13	Bb Collaborate: Enterprise IM	1	\$6,183.66

Total Price (USD) \$21,933.66

Dated: 10/2/13

This proposal is valid through: 10/31/13

Assumptions

1. Payment terms are NET 30 days
2. Pricing does not include any applicable taxes

*This proposal does not represent a formal contractual agreement. Upon confirmation of this proposal, Blackboard and the University of Southern Mississippi will complete a Blackboard Order Form finalizing products, pricing and terms of use.

PROJECT NUMBER 40423
AMENDMENT # 9 TO
MASTER LICENSE AND APPLICATION SERVICE PROVIDER AGREEMENT
BETWEEN
BLACKBOARD, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI
(ORIGINAL PROJECT NUMBER 35758)

This document (hereinafter referred to as "Amendment Number 9") shall serve to amend the original Master License and Application Service Provider Agreement executed on April 20, 2006, and amended on September 11, 2006, January 3, 2007, March 30, 2007, September 10, 2007, December 5, 2008, September 12, 2010, January 31, 2012, and June 18, 2012 (hereinafter referred to as "Master Agreement"), between Blackboard, Inc., a Delaware corporation having its principal place of business at 650 Massachusetts Avenue Northwest, 6th Floor, Washington, D. C., 20001-3796 (hereinafter referred to as "Licensor" and/or "Blackboard"), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211(hereinafter referred to as "ITS"), as contracting agent for the governmental agencies and educational institutions of the State of Mississippi (hereinafter referred to as "Licensee").

NOW THEREFORE, ITS and Licensor, by entering into this Amendment Number 9, mutually agree that the following provisions shall modify the aforementioned Agreement:

Exhibit A-8 in Amendment Number 8 shall be and hereby is replaced by the new Exhibit A-9 which is attached to this Amendment Number 9 and incorporated herein by reference. All references in the Agreement to "Exhibit A-8" shall be and hereby are revised to be "Exhibit A-9".

All other terms and conditions of the Agreement executed on April 20, 2006, and amended on September 11, 2006, January 3, 2007, March 30, 2007, September 10, 2007, December 5, 2008, September 12, 2010, January 31, 2012, and June 18, 2012, shall remain unchanged and in full force and effect.

**State of Mississippi, Department of
Information Technology Services**

Blackboard, Inc.

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT A-9

Product Description	List Price (4/20/2013- 4/19/2014)	% Discount	Unit Price	Extended Price
Vendor Hosted Application Tiered Licensing				
Course Delivery - Enterprise & CE Enterprise (formerly Learning System)				
Tier I 0 - 2,000 FTE	\$43,900	13%		\$38,200
Tier II 2,001 - 4,000 FTE	\$56,000	13%		\$48,700
Tier III 4,001 - 8,000 FTE	\$68,100	13%		\$59,200
Tier IV 8,001 - 15,000 FTE	\$83,000	13%		\$72,200
Tier V 15,001 - 25,000 FTE	\$95,000	13%		\$82,700
Tier VI 25,001 - 50,000 FTE	\$108,000	13%		\$94,000
CE LTD				
Tier I 0 - 2,000 FTE	\$35,800	13%		\$31,200
Tier II 2,001 - 4,000 FTE	\$44,100	13%		\$38,400
Tier III 4,001 - 8,000 FTE	\$53,400	13%		\$46,500
Tier IV 8,001 - 15,000 FTE	\$63,800	13%		\$55,500
Tier V 15,001 - 25,000 FTE	\$74,000	13%		\$64,400
Tier VI 25,001 - 50,000 FTE	\$82,700	13%		\$72,000
Community Engagement (formerly Community System)				
Tier I 0 - 2,000 FTE	\$30,800	13%		\$26,800
Tier II 2,001 - 4,000 FTE	\$39,200	13%		\$34,100
Tier III 4,001 - 8,000 FTE	\$47,500	13%		\$41,300
Tier IV 8,001 - 15,000 FTE	\$58,200	13%		\$50,600
Tier V 15,001 - 25,000 FTE	\$66,700	13%		\$58,000
Tier VI 25,001 - 50,000 FTE	\$75,400	13%		\$65,600
Content Management (formerly Content System)				
Tier I 0 - 2,000 FTE	\$36,100	13%		\$31,400
Tier II 2,001 - 4,000 FTE	\$47,800	13%		\$41,600
Tier III 4,001 - 8,000 FTE	\$59,900	13%		\$52,100
Tier IV 8,001 - 15,000 FTE	\$72,100	13%		\$62,700
Tier V 15,001 - 25,000 FTE	\$84,000	13%		\$73,100
Tier VI 25,001 - 50,000 FTE	\$96,000	13%		\$83,500
Outcomes Assessment (formerly Outcomes System)				
Tier I 0 - 2,000 FTE	\$50,700	13%		\$44,100
Tier II 2,001 - 4,000 FTE	\$63,500	13%		\$55,200
Tier III 4,001 - 8,000 FTE	\$76,200	13%		\$66,300
Tier IV 8,001 - 15,000 FTE	\$88,700	13%		\$77,200
Tier V 15,001 - 25,000 FTE	\$101,400	13%		\$88,200
Tier VI 25,001 - 50,000 FTE	\$114,200	13%		\$99,400

Product Description	List Price (4/20/2013- 4/19/2014)	% Discount	Unit Price	Extended Price
Vista Enterprise				
Tier I 0 - 2,000 FTE	\$94,700	13%		\$82,400
Tier II 2,001 - 4,000 FTE	\$120,400	13%		\$104,700
Tier III 4,001 - 8,000 FTE	\$146,200	13%		\$127,200
Tier IV 8,001 - 15,000 FTE	\$171,900	13%		\$149,600
Tier V 15,001 - 25,000 FTE	\$206,400	13%		\$179,600
Tier VI 25,001 - 50,000 FTE	\$240,900	13%		\$209,600
Mobile Central				
Tier I 0 - 2,000 FTE	\$26,239	0%		\$26,239
Tier II 2,001 - 4,000 FTE	\$29,767	0%		\$29,767
Tier III 4,001 - 8,000 FTE	\$33,339	0%		\$33,339
Tier IV 8,001 - 15,000 FTE	\$38,102	0%		\$38,102
Tier V 15,001 - 25,000 FTE	\$42,865	0%		\$42,865
Tier VI 25,001 - 50,000 FTE	\$47,628	0%		\$47,628
Mobile Learn				
Tier I 0 - 2,000 FTE	\$18,191	0%		\$18,191
Tier II 2,001 - 4,000 FTE	\$20,671	0%		\$20,671
Tier III 4,001 - 8,000 FTE	\$23,152	0%		\$23,152
Tier IV 8,001 - 15,000 FTE	\$26,460	0%		\$26,460
Tier V 15,001 - 25,000 FTE	\$29,767	0%		\$29,767
Tier VI 25,001 - 50,000 FTE	\$33,075	0%		\$33,075
Collaborate Web Conferencing/ ASP Setup & Migration Services				
Tier V 15,001 - 25,000 FTE	\$52,445	0%		\$52,445
Collaborate Web Conferencing/ Voice Authoring HENA				
Tier IV 8,001 - 15,000 FTE	\$134,320.00	0%		\$134,320.00
Collaborate Enterprise IM HENA				
Tier IV 8,001 - 15,000 FTE	\$61,200.00	0%		\$61,200.00
Materials License Fees				
F2F PKG Fee	\$3,000.00	0%		\$3,000.00
Online PKG Fee	\$2,500.00	0%		\$2,500.00
Professional Services				
Training (onsite)	Pricing for professional services will be based on then current Blackboard rates.			
Training (online or regional)				
Consulting				
Integration and Customization Maintenance				
Course Delivery and/or Community Engagement one time set-up fee	\$20,000	N/A		\$20,000

Product Description	List Price (4/20/2013- 4/19/2014)	% Discount	Unit Price	Extended Price
Content Management one time set-up fee	\$16,100	N/A		\$16,100
Mobile Central One-Time Setup Fee	\$10,000	N/A		\$10,000
Recurring Costs:				
Hosting charges				
Course Delivery and/or Community Engagement <8,000 users	\$67,700	13%		\$58,800
Additional 7,500 active users (Additional Service units – each)	\$48,300	13%		\$41,900
Content Management Hosting	\$28,800	13%		\$25,100
25% Complex Hosting Manager	\$94,500	13%		\$82,200
50% Complex Hosting Manager	\$151,700	13%		\$132,400
100% Complex Hosting Manager	\$306,000	13%		\$266,000
High Availability RAC Service	\$167,600	13%		\$145,800
Outcomes Assessment Hosting	\$33,500	13%		\$29,100
Staging Environment	\$43,300	13%		\$37,800
Test Environment	\$17,400	13%		\$15,100
1 TB Storage	\$17,400	13%		\$15,100
1Mbps Bandwidth	\$7,900	13%		\$6,900
Hosing Platinum Package	\$250,000.00	0%		\$250,000.00
Student Services Account Management				
2,001-3,000 Incidents	\$14,000.00	0%		\$14,000.00
Student Services BB CRM Department				
2,001-3,000 Incidents	\$14,000.00	0%		\$14,000.00
Student Services ELS Support Incident				
2,001-3,000 Incidents	\$60,000.00	0%		\$60,000.00
Vendor Hosted Application				
Department of Education Tiered Licensing *				
Course Delivery (formerly Learning System)				
User band 0-2,000 Users	\$9,140		\$4.39	\$9,140
User band 2,001-5,000 Users	\$22,850		\$4.39	\$22,850
User band 5,001-10,000 Users	\$45,700		\$4.39	\$45,700
User band 10,001-30,000 Users	\$137,100		\$4.39	\$137,100
User band 30,001-45,000 Users	\$205,650		\$4.39	\$205,650
User band 45,001-60,000 Users	\$274,200		\$4.39	\$274,200
Community Engagement (formerly Community System)				
User band 0-2,000 Users	\$6,380		\$3.07	\$6,380
User band 2,001-5,000 Users	\$15,950		\$3.07	\$15,950
User band 5,001-10,000 Users	\$31,900		\$3.07	\$31,900
User band 10,001-30,000 Users	\$95,700		\$3.07	\$95,700
User band 30,001-45,000 Users	\$143,550		\$3.07	\$143,550

Product Description	List Price (4/20/2013- 4/19/2014)	% Discount	Unit Price	Extended Price
User band 45,001-60,000 Users	\$191,400		\$3.07	\$191,400
Content Management (formerly Content System)				
User band 0-2,000 Users	\$7,300		\$3.51	\$7,300
User band 2,001-5,000 Users	\$18,250		\$3.51	\$18,250
User band 5,001-10,000 Users	\$36,500		\$3.51	\$36,500
User band 10,001-30,000 Users	\$109,500		\$3.51	\$109,500
User band 30,001-45,000 Users	\$164,200		\$3.51	\$164,200
User band 45,001-60,000 Users	\$219,000		\$3.51	\$219,000
Professional Services				
Course Delivery and/or Community Engagement one time set-up fee	\$20,000	N/A		\$20,000
Content Management one time set-up fee	\$15,000	N/A		\$15,000
Recurring Costs:				
Hosting charges				
Course Delivery and/or Community Engagement				
User band 0-2,000 Users	\$14,000		\$7.00	\$14,000
User band 2,001-5,000 Users	\$35,000		\$7.00	\$35,000
User band 5,001-10,000 Users	\$48,300		\$4.83	\$48,300
User band 10,001-30,000 Users	\$144,900		\$4.83	\$144,900
User band 30,001-45,000 Users	\$217,350		\$4.83	\$217,350
User band 45,001-60,000 Users	\$289,800		\$4.83	\$289,800
Content Management				
User band 0-2,000 Users	\$20,650		\$1.18	\$20,650
User band 2,001-5,000 Users	\$35,400		\$1.18	\$35,400
User band 5,001-10,000 Users	\$53,100		\$1.18	\$53,100
User band 10,001-30,000 Users	\$70,800		\$1.18	\$70,800
Managed Contact Center	Contact your Account Executive who will work with Presidium on pricing for your institution.			
Project and Account Management				
Contact Center Infrastructure				
Call Center Operations				

* This pricing structure is offered only to the Department of Education.



3771 Eastwood Drive
Jackson, MS 39211-6381
Phone: 601-432-8000
Fax: 601-713-6380
www.its.ms.gov

Craig P. Orgeron, Ph.D., Executive Director

August 13, 2013

David Sliman
Chief Information Officer
University of Southern Mississippi
118 College Drive, #5181
Hattiesburg, Mississippi 39406

RE: ITS Project Number 40423: Learning Management System

Dear David:

My staff has reviewed the details of the above-referenced procurement project. Please accept this letter as certification that I have authorized the preparation of a Supplement to the Master License and Application Service Provider Agreement between ITS and Blackboard, Incorporated and a CP1 approval document in an amount not to exceed \$510,602.42. The term of the Supplement will be October 1, 2013 through September 30, 2014. The ITS Board has delegated software purchases below \$1,000,000.00 to me, so this purchase will not require ITS Board action.

Please contact Ben Garrett of my staff at 601-432-8138 if you have questions or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "C.P. Orgeron".

Craig P. Orgeron, Ph.D.
Executive Director

cc: ITS Project File Number 40423

PROJECT NUMBER 40423
SUPPLEMENT TO
MASTER LICENSE AND APPLICATION SERVICE PROVIDER AGREEMENT
BETWEEN
BLACKBOARD INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR
UNIVERSITY OF SOUTHERN MISSISSIPPI

This document shall serve as a Supplement to the original Master License and Application Service Provider Agreement executed on April 20, 2006 and amended September 11, 2006, January 3, 2007, March 30, 2007, September 10, 2007, December 5, 2008, September 12, 2010, June 18, 2012, and August 23, 2013 (hereinafter referred to as "Master ASP Agreement"), between Blackboard Inc. (hereinafter referred to as "Blackboard"), and the Mississippi Department of Information Technology Services (hereinafter referred to as "ITS"), as contracting agent for the agencies and institutions of the State of Mississippi. It is understood by the parties that ITS is executing this Supplement on behalf of the University of Southern Mississippi (hereinafter referred to as "Licensee"). ITS and Licensee are sometimes collectively referred to herein as "State."

WHEREAS, the State, pursuant to Request for Proposals ("RFP") No. 3452 requested proposals in order to assemble a list of approved vendors who may provide certain software and services necessary for the implementation of an Application Service Provider ("ASP") solution for a learning management system; and

WHEREAS, Blackboard was one of the successful respondents in an open, fair, and competitive procurement process to provide the above mentioned products; and

WHEREAS, the Licensee desires to purchase software and services for an ASP solution for a learning management system;

NOW THEREFORE, in consideration of the mutual understandings, promises, consideration and agreements set forth, the parties hereto agree as follows:

1) This Supplement will become effective on the date it is signed by all parties and will continue in effect until all tasks and ASP services required herein have been completed. Blackboard agrees to complete all initial setup and implementation tasks required under this Supplement on or before October 1, 2013, or within such other period as may be agreed to by the parties.

2) The period of performance of ASP services under this Supplement shall begin on October 1, 2013, and continue until the close of business on September 30, 2014. During this period of time, Blackboard shall provide ASP services as specified in the Master ASP Agreement. The total price (setup, annual fees, and licensing) shall be \$488,668.76, and will be payable as set forth in the attached Exhibit A which is incorporated herein by reference, and in no event will the total compensation to be paid hereunder exceed the specified sum of \$488,668.76 unless prior written authorization from ITS has been obtained. The parties understand and agree that this acquisition is subject to and controlled by the terms and

conditions set forth in the Master ASP Agreement, including but not limited to, the terms related to acceptance, invoicing, and payment.

3) All other provisions in the underlying Master ASP Agreement executed April 20, 2006 and amended September 11, 2006, January 3, 2007, March 30, 2007, September 10, 2007, December 5, 2008, September 12, 2010, June 18, 2012, and August 23, 2013 shall remain unchanged.

For the faithful performance of the terms of this Supplement, the parties have caused this Supplement to be executed by their undersigned representatives.

**State of Mississippi, Department of
Information Technology Services, on
behalf of the University of Southern
Mississippi**

By: _____
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Title: Executive Director

Date: _____

University of Southern Mississippi

By: _____
Authorized Signature

Printed Name: Denis Wiesenburg

Title: Provost

Date: _____

Blackboard Inc.

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

Licensee's Contact Information: David Sliman
Chief Information Officer
University of Southern Mississippi
118 College Drive, #5181
Hattiesburg, Mississippi 39406
david.sliman@usm.edu

Year 1 (8,001-15,000 Users) October 1, 2013 through September 30, 2014		Cost
Hosting SSL		\$450.00
Materials License F2F PKG Fee		\$2,000.00
Materials License Online PKG Fee		\$2,500.00
Course Delivery (8,000 Units)		\$51,311.88
Additional Service Unit for Course Delivery (Additional 7,500 Active Users)		\$41,900.00
Integration and Customization Maintenance (Section Merge)		\$8,909.93
Integration and Customization Maintenance (Data Integration)		\$8,997.47
Hosting Platinum Package NA		\$177,550.00
CE/Vista Hosting Parallel		\$0
Mobile Central		\$26,757.44
Mobile Learn		\$26,460.00
Collaborate Web Conference & Voice Authoring HENA		\$54,097.37
Collaborate Enterprise IM HENA		\$24,734.67
Student Services Account Management (2,001 - 3,000 Incidents)		\$10,500.00
Student Services BB CRM Department (2,001 - 3,000 Incidents)		\$10,500.00
Student Services ELS Support Incident (2,001 - 3,000 Incidents)		\$42,000.00
TOTAL:		\$488,668.76

MISSISSIPPI
BOARD OF TRUSTEES
OF STATE
INSTITUTIONS OF HIGHER LEARNING



FINAL BOARD BOOK
September 19, 2013



FINAL BOARD BOOK OUTLINE

IHL Board Retreat & Meeting

September 19, 2013 9:00 a.m.

McClain Lodge
214 Clark Creek Road
Brandon, MS 39047

CALL TO ORDER

PRAYER

Trustee C.D. Smith

INTRODUCTION OF GUESTS

MINUTES

August 12, 2013 Special Called Meeting
August 15, 2013 Regular Board Meeting

CONSENT AGENDAS

Trustee Bob Owens

FINANCE

1. MUW – Approval to Participate in the Next DFA/State Agency Master Lease-Purchase Program Series.....1

2.	UM – Approval of Contractual Services Agreement for Equipment Lease with Bob Ladd and Associates, Inc.....	1
3.	USM- Mississippi Information Technology Services' Acquisition (Blackboard)	2
4.	USM – Mississippi Information Technology Services' Acquisition (Venture)	3

REAL ESTATE

Approval of Other Real Estate Request

1.	USM – Approval of Property Purchase – 1.98 Acres from Neil Harris	1
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LEGAL

1.	JSU – Approval of Dr. William McHenry as Legislative Liaison.....	1
2.	JSU – Approval of W.T. Consultants as In-State Lobbyist	1
3.	JSU – Approval of Polsinelli Shughart PC as Federal Lobbying Consultant.....	7
4.	SYSYTEM – Approval of Inter-Agency Agreement for the Provision of Legal Services for the Fiscal Year 2014 Between IHL and the Attorney General's Office	7

PERSONNEL

1.	Employment (DSU, MVSU <i>with tenure</i>).....	1
2.	Change of Status (USM).....	1
3.	Tenure (MVSU)	1

REGULAR AGENDAS

FINANCE

Trustee Alan Perry

1.	MSU – Approval of Purchase of High – Performance Computing System	1
2.	UMMC – Approval of Lease Agreement with River Oaks Hospital.....	2

LEGAL

Trustee Doug Rouse

1.	SYSTEM –Approval for First Reading of New Board Policy 1105.01 Institutional Real Property	1
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MISSISSIPPI
BOARD OF TRUSTEES
OF STATE
INSTITUTIONS OF HIGHER LEARNING



FINAL BOARD BOOK
September 19, 2013



FINAL BOARD BOOK OUTLINE

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INFORMATION AGENDAS

Commissioner Hank Bounds

FINANCE

SYSTEM – Notification of Approval of One JSU Item and Two MVSU Items Related to Student Housing.....1

LEGAL

SYSTEM – Report of Payments to Outside Counsel1

ADMINISTRATION/POLICY

SYSTEM – Commissioner’s Notification of Approval.....1

ADDITIONAL AGENDA ITEMS IF NECESSARY

OTHER BUSINESS/ANNOUNCEMENTS

EXECUTIVE SESSION IF DETERMINED NECESSARY

ADJOURNMENT

MISSISSIPPI
BOARD OF TRUSTEES
OF STATE
INSTITUTIONS OF HIGHER LEARNING



MINUTES FOR:

August 12, 2013 Special Called Meeting
August 15, 2013 Regular Board Meeting Minutes

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING**
August 12, 2013

BE IT REMEMBERED, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in an emergency teleconference meeting held at the Board Office in Jackson, Mississippi, at 2:30 p.m. At the above-named place there were present the following members to wit: Mr. H. Ed Blakeslee (by phone), Dr. Ford Dye (by phone), Mr. Shane Hooper (by phone), Mr. Bob Owens (by phone), Mr. Hal Parker (by phone), Mr. Aubrey B. Patterson (by phone), Mr. Alan Perry (by phone), Ms. Christine Pickering (by phone), Dr. Douglas Rouse (by phone), and Mr. C.D. Smith (by phone). Mrs. Karen L. Cummins and Ms. Robin J. Robinson were absent. The meeting was called to order by Mr. Bob Owens, President.

In accordance with Miss. Code Ann., §25-41-1, as amended, all votes taken during this teleconference meeting were recorded by name in a roll-call. The teleconference meeting was held to discuss Jackson State University's need for additional student housing for the Fall term.

On motion by Trustee Blakeslee, seconded by Trustee Hooper, with Trustees Cummins and Robinson absent and not voting, all Trustees legally present and participating voted unanimously to approve the following item.

JSU - Approved the request to enter into a lease agreement with BAPU HOTELS, LLC d/b/a Travelodge for the rental of the Travelodge hotel located at 390 Greymont Avenue, Jackson, Mississippi 39202, to be known as Tiger Plaza for the housing of students for Fall 2013 and Spring 2014. The facilities include 120 rooms, all common areas including the fitness/exercise facility, and parking. BAPU HOTELS, LLC will provide all utilities including cable television and internet service, maintenance of the roof, exterior of building, operation and repair of heating and cooling system, elevators, electrical systems, safety equipment, and plumbing. BAPU HOTELS, LLC will permit JSU to make alterations to the property as deemed necessary by JSU. JSU is responsible for (1) \$715,000 for lease payments, (2) all repairs to maintain doors, locks, and windows in proper operating condition, (3) \$13,268 in further consideration for the installation of 555 feet of a six foot chain link fence on the east and south property lines of the Travelodge for security and protection of JSU students, and (4) \$77,500 in further consideration for property alterations agreed upon in the contract and listed in the contract amount. The term of the agreement is for nine (9) months or one academic year – August 17, 2013 to May 21, 2014 with an option to extend for up to two (2) terms of one (1) year each with a yearly escalation of 3%. The Board approved a nine (9) month term for a total cost of \$805,768. Funds are available from auxiliary funds and student housing revenue. The agreement which has been reviewed and approved by the Attorney General's Office is on file at the Board Office.

ADJOURNMENT

There being no further business to come before the Board, on motion by Trustee Perry, seconded by Trustee Hooper, with Trustees Cummins and Robinson absent and not voting, all Trustees legally present and participating voted unanimously to adjourn the meeting.

President, Board of Trustees of State Institutions of Higher Learning

Commissioner, Board of Trustees of State Institutions of Higher Learning

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING**
August 15, 2013

BE IT REMEMBERED, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a regular session at the Board Office in Jackson, Mississippi, at 9:00 a.m., and pursuant to notice in writing mailed by certified letter with return receipt requested on November 27, 2012, to each and every member of said Board, said date being at least five days prior to this August 15, 2013 meeting. At the above-named place there were present the following members to wit: Mr. H. Ed Blakeslee, Mrs. Karen L. Cummins, Dr. Ford Dye, Mr. Shane Hooper, Mr. Bob Owens, Mr. Hal Parker, Mr. Aubrey B. Patterson, Mr. Alan Perry, Ms. Christine Pickering, Ms. Robin J. Robinson, Dr. Douglas Rouse, and Mr. C.D. Smith. The meeting was called to order by Mr. Bob Owens, President, and opened with prayer by Trustee Robinson.

INTRODUCTION OF GUESTS

- President Owens welcomed the Student Government Association officers: Avery Ford, SGA President at Alcorn State University; Michael Hogan, SGA President at Mississippi State University; Timothy Mbogo, SGA President at Mississippi University for Women; Gregory Alston, SGA President at the University of Mississippi; and Ann Marie Chilcutt, SGA President at the University of Southern Mississippi.
- Commissioner Bounds welcomed Dr. Roger Parrott, President of Belhaven University. Dr. Bounds then introduced four new employees in IHL Department of Finance and Administration: Christina Rushing, Administrative Assistant; Shirley Kelly, Grants Accountant; Karana Carroll, Director of Administrative Services; and Cathy Huff, Director of Support Operations.
- Dr. Chris Brown, President of Alcorn State University, introduced two new employees: Dr. Carl Cunningham, Jr., Vice President for Student Success and Enrollment Management; and Mr. C. Rob Shorett, Presidential Ombudsman for Administrative Affairs.
- Mr. Bill LaForge, President of Delta State University, introduced Mr. Steven J. McClellan, the new Chief Financial Officer at DSU.
- Dr. Denis Wiesenburg, Provost at the University of Southern Mississippi, introduced Dr. Douglas Vinzant, the new Chief Financial Officer at USM and announced the employment of Ms. Allison Gillespie as Assistant to the Provost and Mr. Bill McGellis as Athletic Director.

APPROVAL OF THE MINUTES

On motion by Trustee Hooper, seconded by Trustee Robinson, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on June 20, 2013 and the Special Called Meeting on July 23, 2013.

CONSENT AGENDA

On motion by Trustee Pickering, seconded by Trustee Robinson, all Trustees legally present and participating voted unanimously to move agenda item #3 (MSU agreement with City of Starkville) from the Consent Finance Agenda to the Finance Agenda, to move agenda item #21 (DSU easement and right-of-way to Cable One, Inc.) from the Consent Real Estate Agenda to the Real Estate Agenda, and to move agenda

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING**
August 15, 2013

item #5 (UMMC Grenada Lake Medical Center) on the Finance Agenda to the Executive Session Agenda. On motion by Trustee Dye, seconded by Trustee Hooper, all Trustees legally present and participating voted unanimously to approve the following Consent Agenda as amended.

ACADEMIC AFFAIRS

1. **STATE** - Approved the request for a non-substantive change to the Mississippi Nursing Degree Programs Accreditation Standards (2010) to delete the National League for Nursing Accrediting Commission (NLNAC) and add the Accreditation Commission for Education in Nursing (ACEN) to reflect the current name of the national nursing accrediting organization. On May 6, 2013, the NLNAC changed their name to the ACEN.

FINANCE

2. **ASU** - Approved the request to enter into a sponsorship agreement with Coca-Cola who in return will serve as exclusive beverage sponsor to ASU, with campus-wide beverage availability rights, on and off campus marketing rights, and the right to operate full-service vending on campus. This is a ten (10) year approximate agreement effective August 16, 2013, through August 1, 2023. Under this agreement, ASU estimates that they will receive \$1,436,290 over the ten (10) year period. This estimate represents a 46.6% increase in comparative revenues versus the most current agreement. Final contract revenues may vary based on actual beverage sales incurred. A breakdown of estimated total revenues is included in the bound *August 15, 2013 Board Working File*. The agreement which has been reviewed and approved by the Attorney General's Office is on file at the Board Office.
3. **MSU** - Request to enter into an agreement with the City of Starkville, Mississippi, for the use and operation of a 450 space parking garage. MSU also requested permission for the Commissioner and the Board President to approve on behalf of the Board of Trustees any changes to this agreement which are required by the project lenders but which do not alter the essential terms of the agreement. Any changes that do alter the essential terms of the agreement will be submitted to the Board for approval. As part of this project, MSU will lease approximately 1.67 acres to the City of Starkville for 10 years for the construction of the 450 space parking garage. (See item #2 on the Regular Real Estate Agenda below.) The City of Starkville will allow MSU unrestricted access to use and operate the parking garage. MSU will use the parking garage to enter into a lease with Cooley Center, LLC and/or its affiliated companies to provide parking for the Marriot Courtyard Hotel and to provide parking for the public. Except on MSU football game days and other special events involving the Cooley Center, MSU will reserve a reasonable number of parking spaces in the garage for use by the public. The term of the ground lease from MSU to the City of Starkville will be for ten years beginning on the date the lease is executed by both parties. The term of the use and operation agreement for the parking garage will start on the date the garage is ready for operation and will end with the expiration of the ground lease. MSU will operate and maintain the parking garage at its own expense. Any profit generated from the parking garage will be shared equally between MSU and the City of Starkville for the operational life of the garage. MSU and the City of Starkville will work together to use any such profit on projects that benefit both the city and the university. This agreement which has been reviewed and approved by the Attorney General's Office is on file in the Board Office. **(THIS ITEM WAS MOVED TO THE REGULAR FINANCE AGENDA.)**

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING**
August 15, 2013

4. **UMMC** - Approved the request to enter into an agreement with Mobile Medic Ambulance Service, Inc. d/b/a American Medical Response to provide transportation services for critically-ill pediatric and neonatal patients from across Mississippi to the only children's hospital in the state. The current agreement was approved by the Board on August 19, 2010 and the term was September 1, 2010 to August 31, 2013 with an estimated cost of \$748,308. In May 2013, UMMC determined they would exceed the estimated cost of the agreement prior to its expiration on August 31, 2013. Therefore, UMMC began negotiations with AMR for a new agreement to supersede the existing agreement and to account for the cost overages. However, AMR was unable meet UMMC's submission deadline for agenda items for the Board meeting in June. UMMC has continued to use AMR for pediatric and neonatal transportation services. It is estimated that the cost overages for the remainder of the current agreement will total approximately \$220,000. The Board granted retroactive approval of the approximate \$220,000 cost overages. The term of the new agreement is three years starting on September 1, 2013 and ending on August 31, 2016. The total cost of the new agreement is estimated to be \$1,257,679.22. The fee schedule is as follows: 1) a monthly fee of \$6,300.00 for the use of two transport vehicles and the assurance of a backup vehicle if either primary vehicle is unavailable; 2) a base rate of \$210.00 to be assessed on every trip; 3) a charge of \$15.25 per fifteen-minute interval starting after the first fifteen-minute interval following arrival at the site from which a patient will be transported; 4) a charge of \$61.00 per hour for making a transport vehicle and driver available for marketing and public relations events; and 5) a monthly fee of \$3,150.00 for an additional transport vehicle if needed by UMMC. The agreement provides for an increase in the above rates and fees on January 1 of each year. This increase will be equal to the percentage increase in the Consumer Price Index during the most recent twelve-month period for which published figures are available from the U.S. Department of Labor. To determine the estimated cost of the agreement, UMMC increased the above rates and fees by 7% per year to account for the Consumer Price Index, potential rate adjustments for changed circumstances (increased fuel costs, new regulatory requirements, new clinical standards), and growth in patient volume. Further, UMMC used the number and the length of transports in the heaviest quarter of 2012. A breakdown of the total estimated cost of the agreement is included in the bound *August 15, 2013 Board Working File*. Funds are available from patient revenues. This agreement which has been reviewed and approved by the Attorney General's Office is on file in the Board Office.
5. **UMMC** - Approved the request to amend the current license and support agreement with Epic Systems Corporation. The purpose of the amendment is to add and/or delete various Epic interfaces and to add various Epic interfaces (new/special request interfaces) that were not part of the 2010 agreement. In addition, the amendment provides for the implementation of three (3) Epic modules that were purchased in 2010 and that are now reaching the implementation stage. Also, the amendment adds contract language that gives UMMC the option to license, access and use certain items of software at its discretion. The amendment will commence upon execution by the parties and will continue through the remainder of the original contract term or, approximately August 22, 2014. The total cost of the amendment is estimated to be \$1,151,032. A breakdown of the total costs associated with the amendment is as follows: Interface License Fees - \$132,500; Interface Implementation-\$403,000; Interface Maintenance Fees-\$58,032; and Module Implementation - \$557,500. Funds are available from patient revenues. This agreement which has been reviewed and approved by the Attorney General's Office is on file in the Board Office.

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING**
August 15, 2013

6. **UMMC** - Approved the request to enter into an agreement with Magnolia Exterminating, LLC for pest control services. The term of the most recent agreement was July 1, 2012 to June 30, 2013 with a total cost of \$190,620.00. Since the expiration of the most recent agreement, UMMC has utilized Magnolia's services on a month-to-month basis. The term of the new agreement is five years starting on September 1, 2013 and ending on August 31, 2018. The agreement includes an initial term of three years and two renewal terms of one year each. The total cost of the agreement for a five-year term is \$869,760.00. This includes an annual cost of \$171,552.00 for each year of the initial term and an annual cost of \$177,552.00 for each renewal term. A breakdown of the annual costs is included in the bound *August 15, 2013 Board Working File*. Funds are available from patient revenues. This agreement which has been reviewed and approved by the Attorney General's Office is on file in the Board Office.
7. **UMMC** - Approved the request to enter into a lease agreement with Select Specialty Hospital - Jackson, Inc. (SSH) to lease 27,340 square feet of space on floors 1, 2 and 4 of the premises located at 5903 Ridgewood Road, Jackson, MS. The purpose of the lease is to consolidate multiple agreements for clinical and office space that currently exist between SSH and UMMC, and SSH and University Physicians (UP). The new lease will be a single Master agreement between UMMC and SSH. The term of the agreement is for nine (9) years, September 1, 2013 through August 31, 2022. The total cost of the lease for the nine (9) year term is expected not to exceed \$6,796,915.10. The total rent amount to be paid in Year 1 of the agreement is \$669,041.50. Then, beginning September 1, 2014 and each September 1st thereafter for the length of the agreement, there will be an annual rate adjustment in an amount not to exceed the increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, as released by the U.S. Labor Department, Bureau of Labor Statistics. UMMC estimates a maximum rate adjustment of 3% yearly. A breakdown of the annual estimated rent costs associated with this agreement is included in the bound *August 15, 2013 Board Working File*. Funds are available from patient revenues. This agreement which has been reviewed and approved by the Attorney General's Office is on file in the Board Office. The Board also granted retroactive approval of a current month-to-month lease agreement with SSH and associated costs for 12,414 square feet of space occupied by UMMC's Sleep Disorder Clinic for the period, March 1, 2013 through August 31, 2013 at a cost of \$156,180.

REAL ESTATE

8. **DSU** - Approved the initiation of **GS 102-255, Central Mechanical Plant Phase II**, and the appointment of the design professional through the Request for Qualifications (RFQ) process. This project is intended to add the second chiller to the Central Mechanical Plant which will allow the university to complete the second phase of the project. The project will include furnishing and installing one (1) 1250 ton water chiller, one (1) chilled water pump, one (1) condenser water pump, and one (1) cooling tower. This project also includes extending piping, controls, and electrical systems as required for a complete and operational 2500 ton central plant. Phase II will complete the DSU Chiller Plant/Loop in its entirety. The total project budget is \$2 million. Funds are available from S.B. 2913, Laws of 2013 (\$2 million).
9. **MSU** - Approved the appointment of Atwell & Gent, P.A. as the design professional for **GS 105-348, Energy Monitoring and Control System (EMC) Implementation**. Concurrent with the Bureau of Building and MDA joint initiative to enhance the state-wide energy monitoring database, the Bureau has provided funds for MSU to implement a Starkville campus-wide automated utility

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING**
August 15, 2013

metering system. The scope of the work will be to develop and implement a metering system for building electricity, natural gas, hot water, chilled water, and domestic water that allows measurement information to be collected and analyzed in real time for energy management. Additionally, the “Advanced Metering Infrastructure” or AMI will be designed to provide automated readings to the existing Facilities Management Utility Billing Software and thus be a cost savings to the university. Further, as MDA begins to mandate regular updates of building energy consumption to the State-Wide EMC, the automated metering will alleviate the additional man-hours required to upload all this data on a regular basis. The project will prioritize electrical and gas meters for the largest consuming facilities and then address lesser consuming facilities and water metering as funds are available. The total project budget is \$1,525,000. Funds are available from 2011 Bureau of Building Energy Discretionary Funds (\$1,525,000).

10. **MSU** - Approved the initiation of **GS 105-351, YMCA Renovation**, and the appointment of Belinda Stewart Architects as the design professional. The project is intended to totally renovate the existing YMCA Building. The work will include exterior restoration, interior restoration, ADA accessibility, code compliance, mechanical, plumbing, electrical, and furnishings. The total project budget is \$9.8 million. Funds are available from S.B. 2913, Laws of 2013 (\$9.8 million).
11. **MSU** -Approved the initiation of **GS 105-352, Pre-Planning Addition to Mitchell Memorial Library**. The project is intended to pre-plan the construction of an addition to the Mitchell Memorial Library above the 1970 addition. This project will include architectural, structural, mechanical, plumbing, electrical, and required furnishings. The project will consist of approximately 20,000 new additional square feet. The total project budget is \$200,000. Funds are available from S.B. 2913, Laws of 2013 (\$200,000).
12. **MVSU** - Approved the initiation of **GS 106-250, James Hall Emergency Repairs**, and the appointment of Shafer and Associates Architects as the design professional. This project will facilitate the housing of students that will be displaced from Edna Horton Residence Hall. Structural failure occurred on Edna Horton in which a large section of exterior brick collapsed along the perimeter of the residence hall and has created an emergency situation which prohibited the continued occupancy of this structure. This occurrence has created a housing shortage for female students. The university intends to repair James Hall (an existing offline dormitory) to serve as housing for these female students. The project will address the repair and replacement of the primary building transformer, existing HVAC /plumbing system components, fire alarm system repair, fire sprinklers, interior millwork and finishes. James Hall is an existing building that was last occupied in 2008. The building was taken offline for deferred capital repair, but repairs were not completed due to a lack of funding. The Board also approved the request to use funding that will place the building back into operation in effort to house students that will be displaced as a result of the structural issues associated with Edna Horton residence hall. The total project budget is \$3,241,505. Funds will be made available through a transfer from the following sources: Bureau of Buildings Discretionary, GS# 106-240 Leflore Hall Bath Renovations via S.B. 2988, Laws of 2003 (\$137,385); S.B. 1641 Laws of 2008 (\$209,167); S.B. 3100 Laws of 2011 (\$162,029); H.B. 1722 Laws of 2009 (\$951,782); H.B. 246 Laws of 2007 (\$655,567); S.B. 2851, Laws of 2013 (\$695,833); Bureau of Building Discretionary Funds (\$429,742).
13. **UM** - Approved the initiation of **GS 107-312, Meek Hall HVAC Renovation**, and the appointment of Corbett Legge Associates as the design professional. Meek Hall is the home of the Department of Art. The curriculum mandates that several media types reside in this building, which includes

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ceramics, painting, and wood crafts. As techniques, materials, and air quality standards have changed over the years, the old, outdated air exhaust systems have not maintained an acceptable indoor environment for the occupants of the building. The project will include the installation of two (2) cartridge type dust collectors, associated equipment foundations / supports and industrial ventilation duct, a new make-up air unit, multiple exhaust fans, associated ductwork, hydronic piping, hydronic pumps, heat exchangers, HVAC controls and electrical modifications necessary to accommodate the new equipment. The total project budget is \$1,350,000. Funds are available from S.B. 2913, Laws of 2013 (\$1,350,000).

14. **UM - Approved the appointment of JH&H Architects as the design professional for IHL 207-355, Garland, Hedleston, and Mayes Hall Renovation.** The project was initiated with the Board on January 19, 2012. The university selected the design professional using the “Request for Qualifications” method. The project will renovate Garland, Hedleston, and Mayes Halls to include new mechanical and electrical systems, barrier-free accessibility, weather proofing the building’s exterior, and completion of the interiors upgrade. Garland, Hedleston, and Mayes were built in 1938 as men’s dormitories. Currently these three Neo-Georgian buildings sit empty in the west-central part of campus. They are strong examples of their architectural style. However, over the years housing needs have changed and their low floor-to-floor heights and tight structural bay sizes have made them unsuitable for today’s student needs. The buildings are not viable for housing but are still appropriate for academic or administrative use. While the interiors have deteriorated, they are structurally sound. It is necessary to completely replace the mechanical, electrical, fire protection, and plumbing systems. The total project budget is \$14 million. Funds are available from Internal R&R (\$14,000,000).
15. **UM - Approved the initiation of IHL 207-373, Faser Hall Second Floor Skills Lab Renovation,** and the appointment of Cooke Douglass Farr Lemons Architects and Engineers as the design professional. The School of Pharmacy will renovate a portion of the second floor for use as a simulation laboratory. The laboratory will provide a training environment including autonomic patients and simulated experiences for prescriptive, patient, and clinical activities. The renovation will include HVAC, communication, and electrical systems replacement within the project boundaries. Renovated HVAC subsystems will be independent of the remaining second floor services. The total project budget is \$1.5 million. Funds are available from Internal R&R (\$1.5 million).
16. **UMMC - Approved the initiation of IHL 209-548, School of Medicine Utilities,** and the appointment of Cooke Douglass Farr Lemons Architects and Engineers+ Eley, A Joint Venture, as the design professional. This project will provide for the relocation and replacement of existing utilities and the addition of new utility-infrastructure systems as required by the proposed construction of the new School of Medicine building being designed under Bureau of Buildings project GS #109-210. All design fees and construction expenses have been provided through the Bureau project. The award of MDA funding requires that UMC administer the Contract for this phase of the overall project and that the funds be used for infrastructure work only. The total project budget is \$10 million. Funds are available from MDA/CDBG #R-103-950-01-KED (\$10 million).
17. **UMMC - Approved the request to increase the project budget from \$14,500,000 to \$35,500,000 for an increase of \$21,000,000 for GS 109-210, School of Medicine.** The Board also approved the request to revise the funding sources of the project to include S.B. 3100, Laws of 2011 and S.B. 2913, Laws of 2013 and the exterior design. The rendering of the exterior is included in the bound

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August 15, 2013 Board Working File. The project is currently in the design phase. This is the second budget escalation request made for this project by the university. The project was initially funded by a \$10 million MDA/CDBG grant to the School of Medicine. Due to the university receiving funding through S.B. 2913, Laws of 2013, the MDA/CDBG grant will be removed from this project as a funding source and will be administered through a new university project (IHL #209-548 School of Medicine Utilities). The project will include planning and construction of a new 138,000 GSF classroom building to house the School of Medicine. The facility will include lecture halls, classrooms, clinical skills area, training center, teaching labs, offices and student support spaces. Funds are available from S.B. 3100, Laws of 2011 (\$4,500,000) and S.B. 2913, Laws of 2013 (\$31,000,000).

18. **USM** - Approved the request to increase the project budget from \$1.5 million to \$30 million for an increase of \$28.5 million for **GS 108-261, School of Nursing Building**. The Board also approved the request to change the funding sources of the project to include federal grants, S.B. 2913, Laws of 2013 and private donations. Further, the Board approved the request to define the scope of the project to include design, construction, furnishing and equipping of a new 84,682 square foot facility for the College of Nursing. The facility will include classrooms, labs, administrative space, faculty and staff offices as well as food service and other support spaces. The facility will be located on Montague Blvd and Ross Blvd in accordance with the approved campus master plan. Funds are available from Federal Grant #C76HF15020-01-00 (\$1,506,780); Federal Grant #C76HF20718-01-00 (\$2,722,500); S.B. 2913, Laws of 2013 (\$20,000,000); and Private Donations (\$5,770,720).
19. **UMMC** - Approved the request to increase the project budget from \$35,932,000 to \$43,032,000 for an increase of \$7,100,000. The Board also approved the request to revise the funding sources of the project to include Memory Impairment and Neurodegenerative Dementia (MIND) Center Funds in addition to the original UMC Grants, EBC, and NIST funding sources. The project is currently in the design phase. This is the first budget escalation request made for this project by the university. The project will include the development and construction of a new research facility on the UMMC campus in compliance with the UMMC Master Plan 2010, to support ongoing research and development of integrated medical research. The original design was based on a facility to provide for 2 completed floors and 6 shelled floors and did not include completed space for the MIND Center. The original facility design was 222,000 gross square feet with eight (8) floors of which two (2) would be finished floors. The revised facility design of 116,000 gross square feet will provide for four (4) completed floors with two (2) shelled floors for future expansion and will be supported by site development. The current facility design will provide for a Basement level Vivarium and Mechanical Room, a Research incubator center /Admin. Floor, a MIND Center Floor, one completed Laboratory Floor and two shelled Laboratory Floors. The revised/escalated budget is based on an updated Programming Phase with the overall building size, footprint and floor layouts adjusted to provide for the most efficient and economic use of space for the users noted above. Funds are available from EBC 2012 Bond Issue (\$5,000,000); Cancer Institute (\$5,000,000) NIST Grant 60NANB8D8121 Funds (\$19,832,000); MIND Center (\$7,500,000); and EBC Bonds-Pending (\$5,700,000).
20. **DSU** - Approved the request to delete Cafeteria Apartments from inventory and demolish them. Cafeteria Apartments have been taken off-line and needs to be demolished to make way for future building projects and landscaping improvements to the campus. Cafeteria Apartments consist of 30 units that were constructed in 1960 for married student housing. The apartments have been vacant

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for about two years and have fallen into a state of disrepair. Rehabilitating the apartments would not be cost effective for the university. If these buildings are left standing they would present additional costs for the university and pose risk management issues. The approval letter has been received from the Mississippi Department of Archives and History. All legal documentation will be kept on file in the Office of Real Estate and Facilities.

21. **DSU** - Request to grant a perpetual, non-exclusive easement and right of way to Cable One Inc. to provide reasonable access to the DSU campus for the purpose of installing cable and other equipment in the property at such places and along such paths as the Company reasonably may choose, along with the right of reasonable pedestrian and vehicular ingress and egress to the property including without limitation, access to all utility easements, trenches, rights of way and common areas for the purposes of construction, installation, operation, maintenance, and removal of a cable television system, and to provide cable services for all units at the property who desire such services. The agreement shall be perpetual and shall remain in effect for the duration of the Bulk Bill Agreement and for the duration of all extensions or renewals of the Bulk Bill Agreement. Owner will have the right to terminate the easement and rights granted in the agreement should the company fail to use the easement or the property for nine (9) months. The Attorney General's Office has reviewed and approved this item. (**THIS ITEM WAS MOVED TO THE REGULAR REAL ESTATE AGENDA.**)
22. **MSU** - Approved the exterior design of the proposed Chi Omega Sorority House. A copy of the rendering is included in the bound *August 15, 2013 Board Working File*. The project is currently in the design phase. The existing Chi Omega House is approximately 17,000 square feet. The project will renovate existing square footage and add approximately another 14,300 square feet to bring the total square footage of the facility to approximately 31,300 square feet.
23. **MSU** - Approved the request to delete Building 2167, Golf Course Storage, from inventory and demolish it. This structure sits on the frontage of Mississippi Highway 182 at the entrance to the MSU Golf Course and is very aesthetically unpleasing. The planned use for this area in the future is a new clubhouse for the MSU Golf teams, which would improve the property dramatically. The approval letter has been received from the Mississippi Department of Archives and History. All legal documentation will be kept on file in the Office of Real Estate and Facilities.
24. **UM** - Approved the request to sell 0.68 acres of land located in Oxford, Mississippi, and grant temporary construction easements to the State of Mississippi, Mississippi Department of Transportation (MDOT). The Board also approved the receipt of reimbursements for damages to existing improvements. The total appraised value of the offer is \$210,575. Since the property is being sold to the State of Mississippi (MDOT) and complies with the requirements established in Miss. Code Ann. §29-1-1, the Board has granted an exception to Board Policy 707.01 Land, Property and Service Contracts and Board Policy 905(A) Real Estate Management to allow the university to obtain only one appraisal for the sale of university properties instead of two as required in the policy. The total appraised value of the offer is \$210,575 consisting of the following components: \$40,855 - Sale of 0.68 acres of Right-of-Way (ROW) along the east and west sides of Old Taylor Road and the "Kudzu" parking lot; \$11,770 – Reimbursement for the loss of 6 Kudzu lot parking spaces; \$41,925 – Damages to existing Kudzu parking lot; \$4,350 – A 0.26 acre temporary construction easement for the ingress and egress to the Southside parking lot; \$96,250 – A 5.77 acre temporary easement to construct and utilize a detour road through the Whirlpool property; and \$15,425 – Damages to existing Whirlpool improvements. The intersections of Old

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Taylor Road and Highway 6/278 have unmanageable automobile congestion and bicyclists and pedestrians crossing the bridge. MDOT is scheduled to construct roundabouts on Old Taylor Road at the north and south sides of the Highway 6/278 bridge and to add a pedestrian bridge to the existing bridge. The intersection of Old Taylor Road and Old Taylor Place will also be moved north of the new northern roundabout. This project is currently in the land appraisal and acquisition phase and MDOT has appraised and formally offered the payments to the university associated with property and access needed to complete the project. These items are listed in the bound *August 15, 2013 Board Working File*. A copy of the property description and all legal documentation are on file with the Office of Real Estate and Facilities. The Attorney General's Office has reviewed and approved this item.

25. **USM** - Approved the request to delete the Old Administration Building on the Gulf Park Campus from inventory and demolish it and to memorialize the location of the building. The building stands shuttered in the center of the Gulf Park campus, abandoned since its destruction during Hurricane Katrina. As part of a "memo of understanding" with the Department of Archives and History, FEMA, funds for this building were reallocated to the Hardy Hall Storm Damage Repair project, and this building would be eligible for demolition upon substantial completion of Hardy Hall. The building was built in the 1920's as one of the original buildings for the Gulf Park College for Women. The Gulf Park Administration Building served as office and instructional space since USM acquired the property in 1970. The approval letter has been received from the Mississippi Department of Archives and History. All legal documentation will be kept on file in the Office of Real Estate and Facilities.
26. **USM** - Approved the request to delete the Baker Properties, Sherwood Apartments, and Westwood Apartments from inventory and demolish them. **Baker Properties:** These houses are located at 203 and 207 North 35th Avenue in Hattiesburg and are denoted as buildings 230 and 231 on inventory. These properties were purchased after obtaining IHL approval at the August 2012 Board Meeting. They have been vacant since the purchase. The university plans to use the properties as space for future growth and needs to demolish the houses to allow for future growth while reducing university risk and insurance premiums on the properties. **Sherwood Apartments:** These apartments are located at 3405, 3407, and 3409 Pearl Street in Hattiesburg and are denoted as buildings 227, 228, and 229 on inventory. This property was purchased by the university after obtaining IHL approval at the August 2012 Board Meeting. They have been vacant since that purchase and are an eye sore along a major campus corridor. The university plans to use the properties as space for future growth and needs to demolish the apartments, which are in poor condition, to allow for future growth while reducing university risk and insurance premiums on the properties. **Westwood Apartments:** These apartments are located at North 34th and Pearl Street in Hattiesburg and are denoted as buildings 225 and 226 on inventory. This property was purchased by the university after obtaining IHL approval at the August 2012 Board Meeting. They have been vacant since that purchase. The space will be utilized to provide replacement parking for the spaces that will be lost when construction begins on the new College of Nursing. The parking remediation is a planning principle established in the current University Master Plan. The approval letter has been received from the Mississippi Department of Archives and History. All legal documentation will be kept on file in the Office of Real Estate and Facilities.

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LEGAL

27. **UMMC** - Approved the request to hire Bradley, Arant, Boult, Cummings, LLP to advise on healthcare regulatory and compliance matters, healthcare administrative hearings and general healthcare related matters. The contract period will be September 1, 2013 through August 31, 2014. The hourly rate would be \$215 per hour up to and not to exceed a total maximum contract amount of \$50,000. The Attorney General has approved this item.
28. **UMMC** - Approved the request to hire Jones, Walker, Waechter, Poitevent, Carrere & Denegre, LLP to provide legal services related to its Educational Building Corporation (EBC). The contract period will be November 1, 2013 through October 31, 2014. The hourly rate would be \$225 per hour up to and not to exceed a total maximum contract amount of \$25,000. The Attorney General has approved this item.
29. **USM** - Approved the request to renew the contract with Mary Ann Connell, Cal Mayo, and the firm of Mayo Mallette, as outside counsel to perform services as necessary and render legal advice in the practice areas of higher education law, employment law, First Amendment matters, academic tenure, student affairs, OFCCP, Title IX, NCAA compliance, disability law, and athletics. The request includes the use of any and all attorneys employed by the firm, at the discretion of Mary Ann Connell and Cal Mayo, whose experience and expertise is required to assist in the representation of the University pursuant to the agreement. The hourly rate to be charged will be \$165.00 per hour for attorneys and \$65.00 per hour for the time expended by paralegals. The approval will be for a period of time beginning on September 1, 2013, and expiring on August 31, 2014. The maximum amount budgeted for payment would be \$40,000. The renewal of the agreement has been approved by the Attorney General.
30. **USM** - Approved the employment of Butler, Snow, O'Mara, Stevens and Cannada, PLLC, as outside counsel to assist the university in various legal matters. The approval was for a term of one year from July 1, 2012, through June 30, 2013, with a total amount payable under the arrangement not to exceed \$50,000. Due to the volume of patent and trademark filings during the year, amounts due and payable to the law firm for the period of service under the contract will exceed \$50,000. The University, accordingly, requests Board approval to increase the total amount payable under the previously approved contract to \$60,000. The Attorney General has approved this item.

31. PERSONNEL REPORT

EMPLOYMENT

Alcorn State University

Carl Cunningham, Jr.; Vice President for Student Success and Enrollment Management; salary of \$99,300, per annum, pro rata; E&G Funds; effective August 19, 2013

Delta State University

Rehired retirees making more than \$20,000 who are on contract during FY2014

- Kent Wyatt; *former position*: President; *re-employment position*: President Emeritus; *re-employment period*: July 1, 2013 to June 30, 2014; annual salary of \$59,000
- A.C. Prewitt; *former position*: Assistant Director of Physical Plant; *re-employment position*: Facilities Engineer; *re-employment period*: July 1, 2013 to June 30, 2014; annual salary of \$22,604

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- Linda Ross; *former position*: Director of the H.L. Nowell Union; *re-employment position*: Director of the H.L. Nowell Union; *re-employment period*: July 1, 2013 to June 30, 2014; annual salary of \$24,693
- Gloria Brister; *former position*: Chair of Speech and Hearing Sciences and Assistant Professor; *re-employment position*: Assistant Professor, Emeritus; *re-employment period*: July 1, 2013 to June 30, 2014; annual salary of \$40,000
- James Robinson; *former position*: Professor of History; *re-employment position*: Adjunct Instructor in History; *re-employment period*: July 1, 2013 to June 30, 2014; annual salary of \$30,000
- Jean Grantham; *former position*: Adjunct Faculty, Chief Nurse for Delta Hills Public Health District III, MS State Department of Health; *re-employment position*: Instructor in Nursing (Part-time); *re-employment period*: August 15, 2013 to June 30, 2014; annual salary of \$33,800

Mississippi State University

John A. Hamilton, Jr; Associate Vice President, Research and Economic Development, and Professor of Computer Science and Engineering; salary of \$215,000, per annum, pro rata; E&G funds; hired with tenure, effective August 1, 2013 (*Also reported under Tenure Section below.*)

Mississippi University for Women

Rehired retirees making more than \$20,000 who are on contract during FY2014

- Linda Cox; *former position*: Emeritus Professor of Nursing, Tupelo RN-BSN; *re-employment position*: Emeritus Professor of Nursing, Tupelo RN-BSN; *re-employment period*: July 1, 2013 to June 30, 2014; annual salary of \$37,415
- Bobby Fuller; *former position*: Assistant Professor of Education; *re-employment position*: Assistant Professor of Education; *re-employment period*: August 16, 2013 to May 16, 2014; annual salary of \$26,235
- Joyce Hunt; *former position*: Professor of Management; *re-employment position*: Professor of Management; *re-employment period*: August 16, 2013 to May 16, 2014; annual salary of \$31,715

Mississippi Valley State University

- Danielle Blackwell; Assistant Vice President, University Advancement; salary of \$70,000, per annum, pro rata; E & G funds; effective June 17, 2013
- Kenneth L. Done; Assistant Provost for On-line and Extended Education, salary of \$95,000, per annum, pro rata; E & G funds; effective June 22, 2013
- Ogbonnaya Elechi; Chair/Associate Professor for the Department of Criminal Justice, salary of \$95,000, per annum, pro rata; E & G funds; hired with tenure; effective August 15, 2013 (*Also reported under Tenure Section below.*)

CHANGE OF STATUS

Alcorn State University

Emanuel Barnes, *from* Director of Admissions and Recruiting; salary of \$82,800, per annum, pro rata; E&G Funds; *to* Deputy Provost for Student Services; no salary change; effective August 1, 2013

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Jackson State University

- Thomas C. Calhoun, *from* Interim Associate Vice President for Academic Affairs and Professor of Sociology; salary of \$125,000 per annum, pro rata; E&G Funds; *to* Associate Vice President of Academic Affairs and Professor of Sociology; salary of \$135,000, per annum, per rata; E&G Funds; effective July 1, 2013
- Deborah F. Dent, *from* Interim Vice President for Information Management; salary of \$157,000 per annum, pro rata; E&G Funds; *to* Vice President for Information Management; no salary change; effective August 1, 2013
- Loretta A. Moore, *from* Associate Vice President for Research and Scholarly Engagement; salary of \$150,000 per annum, pro rata; E&G Funds; *to* Interim Vice President for Research & Federal Relations; salary of \$165,000, per annum, per rata; E&G Funds; effective July 2, 2013

Mississippi State University

Jon P. Rezek, *from* Associate Dean and Professor, Finance and Economics; salary of \$87,924 per annum, pro rata; E&G Funds; *to* Interim Associate Vice President and Interim Executive Director, International Education; salary of \$140,000.00 per annum, pro rata, E&G Funds; effective July 16, 2013

Mississippi Valley State University

Joyce A. Dixon, *from* Assistant Vice President of Business and Finance; salary of \$96,660 per annum, pro rata E & G funds; *to* Interim Vice President of Business and Finance/CFO; salary of \$120,000 per annum, pro rata; E & G funds; effective July 1, 2013

IHL Executive Office

John Pearce *from* Interim Associate Commissioner for Finance and Administration; salary of \$135,795 per annum, pro rata; E&G Funds; *to* Associate Commissioner for Finance and Administration; no salary change; effective August 15, 2013

SEPARATION OF EMPLOYMENT

Alcorn State University

Juan McCullum, Assistant Vice President for Student Life; resignation effective August 7, 2013

TENURE

Promotions where noted.

Mississippi State University

Twelve-month contract effective August 1, 2013

John A. Hamilton, Jr., Associate Vice President, Research and Economic Development, and Professor of Computer Science and Engineering (*New hire with tenure; twelve-month contract*)

Mississippi Valley State University

Nine-month contracts effective August 15, 2013 for new faculty and August 19, 2013 for continuing faculty

- Ogbonnaya Elechi; Chair/Associate Professor for the Department of Criminal Justice (*New hire with tenure*)

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- Latonya Garner, Assistant Professor, Department of Mathematics, Computer Information and Science
- Tracy Mims, Associate Professor, Department of Social Work
- Loraine Woods, Assistant Professor, Department of Mathematics, Computer Information and Science

University of Southern Mississippi

Nine-month contracts with an effective date of August 19, 2013

- David Holt, *promotion* to Associate Professor, Department of Geography and Geology
- Kelley Stricklin, *promotion* to Associate Professor, Department of Curriculum Instruction and Special Education

EMERITUS STATUS

University of Mississippi Medical Center

- G. Rodney Meeks; Professor Emeritus of Obstetrics and Gynecology
- Glen Graves; Professor Emeritus of Pediatrics
- Craig J. Lobb, Professor of Microbiology

ACADEMIC AFFAIRS

Presented by Trustee Robin Robinson, Chair

On motion by Trustee Robinson, seconded by Trustee Parker, all Trustees legally present and participating voted unanimously to approve agenda item #1 as submitted on the Academic Affairs Agenda. On motion by Trustee Robinson, seconded by Trustee Blakeslee, all Trustees legally present and participating voted unanimously approved agenda item #2.

1. **Belhaven University** - In accordance with (a) and (b), Miss. Code (1991 Supp. § 37-129-1, et seq.), the Board approved the request for Stage I Application – declaration of intent/need to establish a program of professional nursing for Belhaven University. Belhaven University has completed the first stage in a three stage process for establishing a registered nursing program. A completed application for Stage I has been submitted which declares their intent and provides supportive evidence of the need for a Baccalaureate Degree Nursing Program with two program options: BSN (pre-licensure); RNBSN (post-licensure). The application includes approval from the institutions' governing board, establishment of a local advisory committee, evidence of obtaining professional advice from qualified nurse educators, substantive evidence of need for establishment of a new program, current institutional catalog, philosophy/mission and goals of the institution, vision and purpose for establishing a new nursing program, evidence of full institutional accreditation, educational, physical and fiscal resources (budget), sources for potential students, nursing programs within a fifty-mile radius, data on potential qualified faculty, availability of supporting academic courses, and a tentative timeline for development and implementation of the nursing program. Notice of Belhaven University's intent/need to establish a new professional nursing program was posted on the IHL website, providing an avenue for public comments and questions. Nursing deans and directors were given an opportunity to provide feedback regarding the proposed BSN and

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RNBSN program. A recommendation of approval of Stage I allows the institution to progress to Stage II, establishment of the nursing program, which includes development of the curriculum, hiring a program director, faculty and staff, submission of reports, and a site visit by IHL.

2. JSU - Approved the request to transfer the Master's and Doctorate Academic Programs within the College of Public Service's School of Policy and Planning from JSU's Universities Center campus to JSU's Downtown campus, located at 101 Capitol St., Jackson, MS (the "101 Building"). The School of Policy and Planning is made up of the Department of Public Policy and Administration, the Department of Urban and Regional Planning, and the Urban Studies Program. The School offers an undergraduate degree in Urban Studies, and master's degrees in Public Policy and Administration and Urban and Regional Planning. Doctorate degrees are offered in Public Administration and Urban and Regional Planning. The following Master's and Doctorate programs within the School of Policy and Planning will be transferred:

The School of Policy and Planning - Interim Executive Director, Dr. Ricardo Brown

- a. Urban and Regional Planning Programs - Interim Program Director, Dr. Mukesh Kumar.
1) Ph.D. Program, Urban and Regional Planning and 2) M.A. Program, Urban and Regional Planning- (Planning Accreditation Board accredited-PAB)
Note: The Urban Studies undergraduate degree program will remain at its current location and not be transferred to the 101 Building.
- b. Public Policy and Administration Programs - Interim Program Director, Dr. Johnny Gilleylen, Sr. 1) Ph.D. Program, Public Administration and 2) M.P.P.A. Program, Public Policy and Administration- (National Association of Public Affairs and Administration Accredited- NASPPA).

The JSU Downtown location will enable JSU and IHL to take graduate level courses and degrees more accessible to professionals already working in downtown Jackson. The close proximity of this location to the State Capitol, City Hall and government and business offices will offer enormous opportunities for students in the School of Policy and Planning to interact with our political and business leaders. There will be occasions to observe State policy-makers and government leaders in action.

ANNOUNCEMENTS

- Commissioner Bounds announced that the Jackson State University Madison Campus is nearing the enrollment of 400 students due in part to the leadership of Dr. Carolyn Meyers, President of Jackson State University.
- Trustee Robinson announced there will be a common corps professional development meeting with the post-secondary faculty and deans on September 26-27, 2013 led by Dr. Susan Lee, IHL Director of Academic Affairs.

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FINANCE AGENDA

Presented by Trustee Alan Perry, Chair

On motion by Trustee Perry, seconded by Trustee Hooper, all Trustees legally present and participating voted unanimously to approve agenda items #1 - 4 on the Finance Agenda. **AGENDA ITEM #5 WAS MOVED TO THE EXECUTIVE SESSION AGENDA.**

1. **DSU** - Approved the agreement with Cable One Inc. for basic cable television services for approximately 896 television hook-ups at various locations on the DSU campus. In addition, Cable One will make *as needed* service calls for the repair and maintenance of the cable system. The agreement is for five (5) years beginning approximately September 1, 2013 through August 31, 2017. After the initial five (5) year term, the agreement will automatically be extended by one (1) year terms unless either party provides notice of non-renewal at least 180 days prior to the end of the then current term. The total estimated cost for the five (5) year term is \$378,796. DSU will pay a monthly rental rate of \$6,838.80 for 984 units in Year 1 of the agreement. The number of units provided to DSU will be reduced from 984 to 896 beginning in Year 2 of the agreement and continuing on throughout the remainder of the term. Beginning on September 1, 2014 and on each September 1st thereafter for the length of the contract, the monthly rental payment for the 896 units will increase by 9% over the monthly rental payment for the preceding year. On average, DSU will pay \$8.32 per connection per month of the agreement in order to provide basic cable services to the campus. A breakdown of monthly and yearly costs is included in the bound *August 15, 2013 Board Working File*. Funds are available from E & G funds and Auxiliary funds. The agreement which has been reviewed and approved by the Attorney General's Office is on file in the Board Office. In connection with this agreement, DSU is requesting approval to grant an easement and right of way to Cable One for the purpose of installing, operating and maintaining cable and other associated equipment. There is one related item included on the Regular Real Estate agenda below.
2. **MSU** - Approved the resolution of the MSU Educational Building Corporation (EBC) to clarify and amend the Board's resolutions for April 19, 2012 and March 21, 2013 for the EBC to issue bonds. The Board previously approved a Resolution for the EBC on April 19, 2012 with a maximum aggregate principal amount of \$82,000,000 for the purpose of financing improvements to Davis Wade Stadium and to refund all or a portion of up to \$50,000,000 of commercial paper. The university has \$29,000,000 in commercial paper outstanding as of July 1, 2013. Subsequently, on March 21, 2013 the Board approved a Resolution to issue revenue bonds with a maximum aggregate principal amount of \$75,000,000 to provide moneys to refund all or a portion previously authorized bond issues is to include: 1) Series 2004 (205-191, Power Generation Facilities Project), 2) Series 2004-A (205-207, Residence Hall and Refunding), and 3) Series 2005 (205-195 Residence Hall and Campus Improvement Project). At that time, the Board approved Jones, Walker, Waechter, Poitevant, Carrere, and Denegre, LLP as Bond Counsel, Morgan Stanley & Company, LLC with Raymond James & Associates as Underwriters, First Southwest as Financial Advisors, and Hancock Bank as Trustee and Escrow Agent. The Board also approved Regions Bank to serve as the trustee and escrow agent (replacing Hancock Bank as previously approved in March 2013). A schedule of uses of funds is included in the bound *August 15, 2013 Board Working File*. Long-term bonds will be issued with maturities up to 30 years. Currently the refunding is scheduled to refund the principal of bonds with maturities ranging from 2015 to 2035. MSU will issue up to a maximum of \$157 million par value in fixed rate bonds covering EBC resolutions approved by the Board in April 2012

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and March 2013. Funds are available from EBC revenue from both new and continuing operation of existing projects. The bond documents have been reviewed and approved by the Attorney General's Office.

3. **UMMC** - Approved the request to establish a policy to authorize and define the criteria for granting waivers of out-of-state tuition to university students within the Schools of Nursing, Health Related Professions, and Graduate Studies in the Health Sciences. More specifically, this policy will be implemented to include out-of-state tuition waivers as authorized, effective July 1, 2012, through the amendment to Miss. Code Ann. § 37-103-25 (3). This policy reflects, and shall be construed in conformity with, the *Policies and Bylaws* of the Board of Trustees of State Institutions of Higher Learning (IHL) and with Mississippi statutory law, including Miss. Code Ann. § 37-103-25, as amended. This policy shall be effective upon approval by IHL and UMMC with individual waivers becoming applicable as of the date approved by the university unless a later time is indicated below. The following list of proposed out-of-state waivers will be authorized in addition to those currently in existence by virtue of prior statutory law and IHL Board Policy. All waivers are contingent upon the student's submission of timely and adequate proof of having met the applicable criteria, and awarding of any such waiver will be determined on a case-by-case basis. A) School of Nursing (SON) - Graduate level applicants must be residents of contiguous states (AL, AR, LA and TN). Exceptions will be considered on a case-by-case basis by the dean. Waivers will be equal to 100% of the then in-effect non-resident surcharge. B) School of Health Related Professions (SHRP) - Applicants must be residents of contiguous states (AL, AR, LA and TN). Exceptions will be considered on a case-by-case basis by the dean. Waivers will be equal to 100% of the then in-effect non-resident surcharge. C) School of Graduate Studies in the Health Sciences (SGSHS) - Applicants to a Ph.D. program with baccalaureate degree who meet established admission criteria. Waivers will be equal to 100% of the then in-effect non-resident surcharge. With each incoming class the credentials and criterion will be reviewed and modified as needed to achieve financial sustainability and the desired results. These reviews will be conducted by the Office of the Associate Vice Chancellor of Academic Affairs and approved by the UMMC Council of Deans. These newly create waivers would become effective for the 2014-15 academic year. Students receiving waivers during their first year must maintain a specified GPA, and must continue to meet the additional criteria making them eligible to automatically renew the waiver. The enrollment statistics of the most recent SHRP, SON and SGSHS classes indicates that non-resident students in these programs make up a relatively small percentage of the programs student body (1.8%, 3.4% and 21.2% respectively). Through these new non-resident waiver policies, UMMC hopes to attract a greater number of non-resident students to the programs. UMMC estimates that they could reasonably collect an additional \$1.75 million of tuition revenue over a five-year period from new non-resident students attracted to the university by these policies. This is above and beyond what non-resident surcharge revenue that would have ordinarily been collected. The policy and supporting financial projections provided have been reviewed and approved by Board Staff and counsel.
4. **MSU** - Approved the request to enter into an agreement with the City of Starkville, Mississippi, for the use and operation of a 450 space parking garage. The Board granted the Commissioner and the Board President the authority to approve on behalf of the Board of Trustees any changes to this agreement which are required by the project lenders but which do not alter the essential terms of the agreement. Any changes that do alter the essential terms of the agreement will be submitted to the Board for approval. As part of this project, MSU will lease approximately 1.67 acres to the City of

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Starkville for 10 years for the construction of the 450 space parking garage. (See item #2 above.) The City of Starkville will allow MSU unrestricted access to use and operate the parking garage. MSU will use the parking garage to enter into a lease with Cooley Center, LLC and/or its affiliated companies to provide parking for the Marriot Courtyard Hotel and to provide parking for the public. Except on MSU football game days and other special events involving the Cooley Center, MSU will reserve a reasonable number of parking spaces in the garage for use by the public. The term of the ground lease from MSU to the City of Starkville will be for ten years beginning on the date the lease is executed by both parties. The term of the use and operation agreement for the parking garage will start on the date the garage is ready for operation and will end with the expiration of the ground lease. MSU will operate and maintain the parking garage at its own expense. Any profit generated from the parking garage will be shared equally between MSU and the City of Starkville for the operational life of the garage. MSU and the City of Starkville will work together to use any such profit on projects that benefit both the city and the university. This agreement which has been reviewed and approved by the Attorney General's Office is on file in the Board Office. (*This item was moved from the consent agenda.*)

5. **UMMC** - Request approval of a series of lease related contracts between UMMC and Grenada County, MS, a validly existing political subdivision of the State of MS acting through its Board of Supervisors (the "County"), and Grenada Lake Medical Center (GLMC), a community hospital owned by Grenada County, MS. The initial request is for an Agreement to Lease as well as a Management Support Services Agreement for the performance of administrative and management support services at the facility to be leased. Both of these agreements run concurrently for four (4) months, beginning on September 1, 2013 and ending on December 31, 2013. The subsequent Lease Agreement allows UMMC to lease GLMC on a continuing basis, beginning on January 1, 2014. This agreement will stay in effect for a minimum of twenty (20) years, with a maximum contract length of fifty (50) years if three (3) ten year optional renewals are exercised. UMMC is requesting approval for all fifty (50) years, which will run through December 31, 2063. The purpose in leasing GLMC is to allow UMMC to offer placements for more medical students and residents, expand telemedicine services, and enhance medical care for the residents of Grenada and surrounding counties as part of UMMC's mission to improve healthcare for all Mississippians. UMMC has proposed leasing GLMC for the amount of their existing long-term debt, approximately \$35.5 million as of September 1, 2013. This includes principal payments of \$24.34 million, with the remainder being interest costs paid over the full debt term. Annual long-term debt payments will range between \$1.875 million and \$2.139 million. GLMC's current debt obligation has a variable interest rate component. First southwest, who serves as UMMC's financial advisor on this transaction is supportive of this relationship, but is recommending that GLMC convert the current debt instrument into a fixed rate issue in the near future. It is estimated that it will take 6 - 18 months to identify and implement a fixed-rate refinancing debt structure. In addition, UMMC will be responsible for the following: 1) A rental payment equal to the annual property insurance premiums for the leased property. 2) Should future decisions dictate that GLMC issue additional capital improvement debt, UMMC's annual rent will be mutually adjusted to augment GLMC's retirement of the new debt. 3) At its own expense, UMMC will maintain all parts and equipment of the Lease Facility in good order and repair. 4) UMMC will also be responsible for all utilities that arise out of the operation, possession or use of the Lease Facility. 5) During the management period, UMMC will also assume all obligations, covenants and agreements for existing leases of

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GLMC, or has the right to negotiate new leases subject to separate approval of the IHL Board in accordance with Board Policy. 6) UMMC will also be responsible for all utilities that arise out of operation, possession or use of the Lease Facility. 7) During the management period, UMMC will also assume all obligations, covenants and agreement for existing leases of GLMC, or has the right to negotiate new leases subject to separate approval of the IHL Board in accordance with Board Policy. UMMC is expected to contribute approximately \$10 to \$12 million initially to serve as working capital for the newly lease operations. Once the lease begins operation, these funds will be fully recouped as soon as patient revenues are earned and received. During the management period of these agreements, UMMC will be paid \$26,000 per month by GLMC in consideration UMMC's provision of management services. This provision will end upon the execution of the long-term Lease Agreement. Funds are available from patient revenues. The Agreement to Lease, management Support Agreement and Lease between UMMC and Grenada County, MS/Grenada Lake Medical Center (GLMC) which have been reviewed and approved by the Attorney General's Office are on file at the Board Office. (**THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA.**)

REAL ESTATE AGENDA

Presented by Trustee Hal Parker, Chair

On motion by Trustee Cummins, seconded by Trustee Blakeslee, all Trustees legally present and participating voted unanimously to approve agenda items #1 - #2 as submitted on the following Real Estate Agenda. On motion by Trustee Robinson, seconded by Trustee Parker, all Trustees legally present and participating voted unanimously to approve agenda item #3.

1. **SYSTEM** - Approved the prioritized list of proposed 2014 Facilities Needs requests for the 2014 Legislative Session as prepared by each individual institution. These lists of campus priorities were developed in the same manner as last year's lists, with each university determining the top ten ranking priorities of their respective campus. (**See Exhibit 1.**)
2. **MSU** - Approved the request to lease approximately 1.67 acres to the City of Starkville for 10 years for the construction of an approximately 450 space parking garage and to allow the Commissioner and Board President to approve any changes to the contract which are required by the project lenders and which do not change the essential terms of the contract without further Board approval. Any changes which do impact the essential terms of the contract will be submitted to the Board for consideration. This lease is part of the development of the Mill at MSU Conference Center approved as item #4 on the Regular Finance Agenda above. The lease is between Mississippi State University of Agriculture and Applied Sciences (MSU) and the City of Starkville, MS for a period of ten (10) years for 1.67 acres. The City of Starkville is obligated to construct a parking garage containing approximately 450 spaces on the Real Property in accordance with plans and specifications approved by MSU, within two (2) years following the date that is the latter of: (i) the effective date of the lease; or (ii) the date of the City's receipt of written approval by MSU of the plans and specifications. No construction shall begin until MSU approves the plans and specifications in writing. After submittal of the plans and specifications, MSU shall have thirty (30) days to either approve of or request changes to the plans and specifications. To the extent MSU does not request changes to the plans and specifications, such requested changes shall not cause the total cost of the project to exceed \$8,000,000 available for the project from Community Development

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Block Grant Funds. At the expiration of the term, the City of Starkville shall surrender the Real Property in the improved and renovated condition required by the lease. The City of Starkville's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. Should the City of Starkville fail to remedy any break within the time period contained, MSU shall have the right to terminate this lease after thirty (30) days written notice to the City of Starkville. The Attorney General's Office has reviewed and approved this item.

3. **DSU** - Approved the request to grant a perpetual, non-exclusive easement and right of way to Cable One Inc. to provide reasonable access to the DSU campus for the purpose of installing cable and other equipment in the property at such places and along such paths as the Company reasonably may choose, along with the right of reasonable pedestrian and vehicular ingress and egress to the property including without limitation, access to all utility easements, trenches, rights of way and common areas for the purposes of construction, installation, operation, maintenance, and removal of a cable television system, and to provide cable services for all units at the property who desire such services. The agreement shall be perpetual and shall remain in effect for the duration of the Bulk Bill Agreement and for the duration of all extensions or renewals of the Bulk Bill Agreement. Owner will have the right to terminate the easement and rights granted in the agreement should the company fail to use the easement or the property for nine (9) months. The Attorney General's Office has reviewed and approved this item. (*This item was moved from the Consent Agenda.*)

LEGAL AGENDA

Presented by Trustee Doug Rouse, Chair

On motion by Trustee Robinson, seconded by Trustee Patterson, all Trustees legally present and participating voted unanimously to approve agenda items #1 and #10 as submitted on the following Legal Agenda. On motion by Trustee Rouse, seconded by Trustee Robinson, all Trustees legally present and participating voted unanimously to approve agenda item #11. On motion by Trustee Rouse, seconded by Trustee Robinson, all Trustees legally present and participating voted unanimously to approve agenda items #12 - #13. On motion by Trustee Patterson, seconded by Trustee Robinson, all Trustees legally present and participating voted unanimously to approve agenda items #14 - #16. On motion by Trustee Blakeslee, seconded by Trustee Pickering, all Trustees legally present and participating voted unanimously to approve agenda item #17. On motion by Trustee Rouse, seconded by Trustee Pickering, all Trustees legally present and participating voted unanimously to move agenda items #18 - #21 to the Executive Session Agenda. On motion by Trustee Blakeslee, seconded by Trustee Hooper, all Trustees legally present and participating voted unanimously to approve agenda item #22. On motion by Trustee Robinson, seconded by Trustee Blakeslee, all Trustees legally present and participating voted unanimously to approve agenda item #23.

1. **ASU** - Approved the request for Marcus Ward to serve as the legislative liaison for the university in compliance with Board Policy 201.0506 Political Activity.
2. **DSU** - Approved the request for Dr. Michelle Roberts to serve as the legislative liaison for the university in order to comply with Board Policy 201.0506 Political Activity.
3. **MSU** - Approved the request for John A. Tomlinson to serve as the legislative liaison for the university in compliance with Board Policy 201.0506 Political Activity.
4. **MVSU** - Approved the request for Dr. Alfred Rankins, Jr. to serve as one of the legislative liaisons for the university in compliance with Board Policy 201.0506 Political Activity.

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5. **MVSU** - Approved the request for Danielle Blackwell to serve as one of the legislative liaisons for the university in order to comply with Board Policy 201.0506 Political Activity.
6. **UM** - Approved the request for Mr. Perry Sansing, Associate General Counsel and Special Assistant to the Chancellor for Governmental Affairs, to serve as the legislative liaison for the university in compliance with Board Policy 201.0506 Political Activity.
7. **UMMC** - Approved the request for Tara Mounger to serve as one of the legislative liaison for the university in compliance with Board Policy 201.0506 Political Activity.
8. **UMMC** - Approved the request for retroactive approval of Candice Whitfield to serve as one of the legislative liaisons for the university for 2013 and for the coming year in order to comply with Board Policy 201.0506 Political Activity.
9. **USM** - Approved the request for Chad Driskell to serve as the legislative liaison for the university in compliance with Board Policy 201.0506 Political Activity.
10. **SYSTEM** - Approved the request for Kim Gallaspy to serve as the legislative liaison in order to comply with Board Policy 201.0506 Political Activity.
11. **MSU** - Approved the request to enter into a one-year contract with Cornerstone Government Affairs, LLC, for assistance in pursuing government affairs and business objectives, including monitoring and lobbying of legislation of interest to Mississippi State during the regular session of the Mississippi Legislature, and additional services throughout the year. The contractual flat fee is \$40,000. The fee will be paid with private funds by the MSU Foundation. Cornerstone's client list and the proposed contract are included in the bound *August 15, 2013 Board Working File*.
12. **USM** - Approved the request to continue the agreement with Capitol Resources LLC, in Jackson, MS, to provide state lobbying and government relations and consulting services in Mississippi in the amount of \$60,000 annually plus the reasonable reimbursement of travel expenses. The contract would be funded by self-generated funds. The client list and proposed contract for Capitol Resources are included in the bound *August 15, 2013 Board Working File*.
13. **USM** - Approved the request to continue the agreement with Joe Gill Consulting LLC, in Ocean Springs, MS, to provide state lobbying and government relations and consulting services in Mississippi pertaining to the Gulf Coast Research Laboratory in an amount not to exceed \$38,000 annually plus the reimbursement of reasonable expenses. The contract would be funded by self-generated funds. The client list and proposed contract for Joe Gill Consulting are included in the bound *August 15, 2013 Board Working File*.
14. **MSU** - Approved the request for Federal Solutions, LLC, to continue to lobby on behalf of the university outside the State of Mississippi in compliance with Board Policy 201.0506 Political Activity.
15. **UM and UMMC** - Approved the request for BGR Governmental Affairs, LLC, a Washington D.C. based firm, to continue to lobby on behalf of UM and UMMC outside the State of Mississippi in compliance with Board Policy 201.0506 Political Activity.
16. **USM** - Approved the request for Cassidy & Associates, Inc., in Washington, D.C., to continue to lobby on behalf of the university outside the State of Mississippi in compliance with Board Policy 201.0506 Political Activity.
17. **MSU** - Approved the request to enter into an Affiliation Agreement between Mississippi State University and Mississippi State University Research and Technology Corporation ("MSU-RTC"). MSU-RTC is a non-profit entity that was created and exists pursuant to Section 37-147-15 of the Mississippi Code Annotated (1972). This agreement is designed to govern the relationship between

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the university and MSU-RTC by setting forth the terms and conditions under which the university will provide certain support and services for the MSU-RTC and MSU-RTC will provide certain support and services for and on behalf of the university. The term of the agreement will be from September 1, 2013 through August 31, 2017. A copy of the proposed agreement is included in the bound *August 15, 2013 Board Working File*. The Attorney General's Office has reviewed and approved this agreement.

18. **MSU** - Settlement of an IHL Self-Insured Workers' Compensation Claim No. 55-0003848-1. **(THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA.)**
19. **UM** - Settlement of an IHL Self-Insured Workers' Compensation Claim No. 55-0003924-1 . **(THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA.)**
20. **UMMC** - Settlement of Tort Claim No. 1871 James McGrew. **(THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA.)**
21. **UMMC** - Settlement of Tort Claim No. 1706 Pearlie Lang. **(THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA.)**
22. **UM** - Approved the request for Tom Eppes, Chief Communications Officer and Noel Wilkin, Associate Provost and Professor of Pharmacy Practice to serve as voting members on the University of Mississippi Research Foundation Board of Directors in order to comply with Board Policy 301.0806 B. University Foundation / Affiliated Entity Activities. These two university employees will replace two other university employees who are rotating off the Board. The IHL Board granted approval for the two university employees rotating off of the Foundation Board to serve as voting members. This would continue to provide the university with four (4) voting members on the Board. The primary function of this Board is to provide leadership for the development of university owned land for Insight Park. Because it is university land, it is important that the university maintain a high degree of control, particularly during the early stages of development.
23. **SYSTEM** - Approved for final reading the proposed changes to 201.0302 Procedures for Changing Board Policies and Adopting New Policies, 201.0303 Procedures for Altering, Amending or Repealing Board Bylaws or Adopting New Bylaws, and 301.0510 Meeting Rules of Order as follows.
201.0302 Procedures for Changing Board Policies and Adopting New Policies

The adoption of new policies or changing existing policies is solely the responsibility of the Board. It is important that sufficient time be given to permit further study and to give interested parties an opportunity to react; therefore, no new policies nor policy revisions introduced for the first time shall be adopted until a subsequent meeting. A vote in favor of adopting new policies or changing existing policies for first reading shall require the affirmative vote of at least seven members of the Board. A vote in favor of the final approval of a new policy or of changes to existing policies shall also require an affirmative vote of at least seven members of the Board. The Board may temporarily approve a policy to meet emergency conditions. However, discussion and a final vote must be taken before the policy shall be formally adopted.

(BT Minutes, 5/90; 1/98; 3/2011)

201.0303 Procedures for Altering, Amending or Repealing Board Bylaws or Adopting New Bylaws

These bylaws may be altered, amended or repealed and new bylaws may be adopted ~~by a majority vote of with a vote in favor of same by at least seven members of the Board at any regular Board meeting or at any special Board meeting when the proposed amendment has been set out in the notice of such meeting.~~

(BT Minutes, 5/90; 1/98; 3/2011)

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301.0510 MEETING RULES OF ORDER

Meetings of the Board and its committees shall be conducted in accordance with controlling statutes and applicable bylaws, regulations, or policies. In the absence of such statutes, bylaws, regulations, or policies, meetings shall be conducted in accordance with these rules and *Robert's Rules of Order*. The Board's Meeting Rules of Order are as follows:

A. Presiding Officer

The President of the Board shall be the presiding officer at official Board functions. In his or her absence, the Vice President of the Board shall preside. In the absence of both, the President of the Board may appoint a President Pro Tempore to preside at a Board function. For committee meetings, the chair of the subject committee shall be the presiding officer. In his or her absence, the President of the Board, who is an ex officio member of all committees, shall preside.

B. Convening Meetings

The Board and its committees shall convene at the times and places announced by public notice and as required by law, policy, or Board action.

C. Quorums, Agenda, Rulings of the Presiding Officer, and Delay

1. Quorums

A quorum for the transaction of business shall be a minimum of eight members of the Board. For committees, a quorum shall be a majority of the members. No business may be transacted without the presence of a quorum.

2. Agenda

The agenda for each Board and committee meeting shall be submitted to the members and published by the Office of the Commissioner of Higher Education prior to each meeting. Proposed agenda items arriving after the deadline for submission to the Commissioner may only be added by a two-thirds (2/3) vote of the members present. This requirement will apply to consideration of all agenda items including recommendations by Board committees in instances where agenda items relating to such recommendations are not submitted prior to the deadline.

The formal agenda will consist of items submitted on behalf of the various institutions and the Board offices. The deadline for the submission of agenda items by the institutions shall be set by the Commissioner. A Board member may notify the Commissioner that an item should be placed on the agenda. Unless otherwise specified on the face of an agenda item, the submission of an agenda item for Board approval by an Institutional Executive Officer or the Commissioner reflects the Institutional Executive Officer's or Commissioner's determination that: (1) the proposed action is authorized by all applicable laws, (2) all requirements of State law and Board policy relating thereto have been met prior to submission of the item, and, (3) adequate funds are available and have been identified for any expenditures authorized thereunder. The form of agenda items will be determined by the Commissioner. The deadline for submission of agenda items by a member of the Board that are to be included on an agenda shall be two days before the date of official meeting. The Commissioner may refer agenda items to appropriate Board committees for consideration. However, no committee's approval is required before Board consideration of any agenda item or matter.

Agenda Item Placement

The presiding officer may move items up or down the agenda with a two-thirds (2/3) vote by the members present.

3. Delay of Board Consideration

Any member may request a delay in consideration of an agenda item from one meeting to the next,

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but no agenda item may be so delayed more than once by any member. Such a request shall not be granted if there is a vote to proceed by the lesser of (a) two-thirds (2/3) of the members legally present or (b) by seven (7) Board members legally present.

D. Motion to Suspend Policies, Bylaws or Rules

A member may move to suspend any policies, bylaws or rules. A motion to suspend shall state the matter of business to be considered, must be properly seconded, and shall fail without a vote in favor of same by at least seven members unless a majority of the Board votes in favor of suspension.

(BT Minutes, 5/90; 2/98; 11/2005; 4/2012)

INFORMATION AGENDA

Presented by Commissioner Hank M. Bounds

ACADEMIC AFFAIRS

1. **SYSTEM** - Annual Report on Faculty Tenure. In 2006-2007, IHL institutions hired 203 tenure track faculty members. During the 2012-2013 academic year, 118 (58%) were awarded tenure from the 2006-2007 cohort. A detailed breakdown by institution is included in the bound *August 15, 2013 Board Working File*.
2. **SYSTEM** - In accordance with Board Policy 403.0103 Post-Tenure Review, the 2012 post-tenure review report is presented to the Board for information. In 2011–2012, 99% of full-time faculty received an annual evaluation. Forty-four faculty members were triggered for a post tenure review. Two faculty members are participating in a faculty development plan. A detailed breakdown by institution is included in the bound *August 15, 2013 Board Working File*.
3. **SYSTEM** - In accordance with Board Policy 510 Awarding of Degrees and in lieu of a July Board meeting, on July 9, 2013 the Commissioner granted approval to award degrees in August 2013 at the levels below, provided each candidate has met all degree requirements.

Institution	Degree to be Conferred	Number	Subtotal	Total
Mississippi State University				
<i>College of Agriculture and Life Sciences</i>				
	Bachelor of Landscape Architecture	4		
	Bachelor of Science	25		
	Master of Landscape Architecture	1		
	Master of Science	12		
	Doctor of Philosophy	3		
			45	
<i>College of Architecture, Art, and Design</i>				
	Bachelor of Architecture	1		
	Bachelor of Fine Arts	1		
	Bachelor of Science	6		
			8	
<i>College of Arts and Sciences</i>				
	Bachelor of Arts	41		
	Bachelor of Science	45		
	Bachelor of Social Work	1		
	Master of Arts	7		
	Master of Public Policy and Administration	2		

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Institution	Degree to be Conferred	Number	Subtotal	Total
	Master of Science	60		
	Doctor of Philosophy	4		
			160	
<i>College of Business</i>				
	Bachelor of Business Administration	32		
	Master of Business Administration	15		
	Master of Science Information Systems	1		
	Doctor of Philosophy	1		
			49	
<i>College of Education</i>				
	Bachelor of Science	30		
	Master of Arts in Teaching	1		
	Master of Arts in Teaching Secondary	6		
	Master of Science	23		
	Master of Science Instructional Technology	1		
	Educational Specialist	4		
	Doctor of Philosophy	3		
			68	
<i>College of Engineering</i>				
	Bachelor of Science	8		
	Master of Science	10		
	Master of Engineering	2		
	Doctor of Philosophy	13		
			33	
<i>College of Forest Resources</i>				
	Bachelor of Science	1		
	Master of Science	8		
			9	
<i>College of Veterinary Medicine</i>				
	Bachelor of Science	1		
	Master of Science	1		
	Doctor of Philosophy	1		
			3	
<i>School of Accountancy</i>				
	Bachelor of Accountancy	5		
	Master of Professional Accountancy	1		
	Master of Taxation	2		
			8	
				383
Mississippi University for Women				
<i>Undergraduate</i>				
	Bachelor of Arts	11		
	Bachelor of Fine Arts	2		
	Bachelor of Science	37		
	Bachelor of Science in Nursing	131		
	Bachelor of Teaching	3		
			184	
<i>Graduate</i>				
	Master of Education	4		
	Master of Fine Arts	1		

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Institution	Degree to be Conferred	Number	Subtotal	Total
	Master of Science	5		
	Master of Science in Nursing	32		
			42	
				226
University of Mississippi				
	<i>Undergraduate</i>			
	<i>College of Liberal Arts</i>			
	Bachelor of Arts	184		
	Bachelor of Science	8		
			192	
	<i>School of Engineering</i>			
	Bachelor of Science in Chemical Engineering	1		
	Bachelor of Science in Civil Engineering	3		
	Bachelor of Science in Computer Science	1		
	Bachelor of Science in Mechanical Engineering	3		
	Bachelor of Science in Geological Engineering	7		
	Bachelor of Engineering	1		
	Bachelor of Science	1		
			17	
	<i>School of Education</i>			
	Bachelor of Arts in Education	5		
			5	
	<i>School of Pharmacy</i>			
	Pharmaceutical Sciences	107		
			107	
	<i>School of Business</i>			
	Bachelor of Business Administration	141		
			141	
	<i>School of Accountancy</i>			
	Bachelor of Accountancy	79		
			79	
	<i>School of Applied Sciences</i>			
	Bachelor of Science in Criminal Justice	58		
	Bachelor of Science in Exercise Science	42		
	Bachelor of Science	62		
	Bachelor of Social Work	85		
	Bachelor of Arts in Parks and Recreation Management	14		
	Bachelor of Paralegal Studies	9		
			270	
	<i>School of Journalism and New Media</i>			
	Bachelor of Arts in Journalism	4		
			4	
	<i>General Studies</i>			
	Bachelor of General Studies	56		
			56	
	<i>Graduate School</i>			
	Master of Accountancy	31		
	Master of Arts	22		
	Master of Business Administration	25		
	Master of Criminal Justice	5		

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Institution	Degree to be Conferred	Number	Subtotal	Total
	Master of Education	51		
	Master of Fine Arts	1		
	Master of Music	2		
	Master of Science	14		
	Master of Taxation	5		
	Specialist in Education	10		
	Doctor of Philosophy	28		
			194	
<i>Law School</i>				
	Juris Doctor	4		
			4	
				1069
University of Mississippi Medical Center				
<i>Undergraduate</i>				
	Bachelor of Science in Nursing	71		
	Bachelor of Science in Health Sciences	13		
			84	
<i>Graduate/Professional</i>				
	Master of Health Sciences	11		
	Master of Science in Nursing	2		
	Master of Sciences	2		
	Doctor of Nursing Practice	1		
	Doctor of Philosophy	8		
	Doctor of Physical Therapy	8		
	Doctor of Occupational Therapy	1		
			33	
				117
System Total				1795

FINANCE

4. **SYSTEM** - At the June 20, 2013 Board meeting, the Board delegated to the Commissioner and Board President the joint authority to approve two (2) UM agenda items and one (1) USM agenda item on behalf of the Board in between the June and August 2013 Board meeting and to require any such approvals to be reported to the Board as information items on the August 2013 Board agenda. In accordance with the above authority, the Commissioner and Board President approved the following items.
- a. **UM** – In July 2013, the Commissioner and Board President approved the request to contract with Aetna Student Health for student health insurance for its graduate assistants and international students. Both groups are required either by university policy or federal immigration law to maintain health insurance. This is a one-year agreement, beginning August 15, 2013 and ending August 14, 2014. Student premiums equal \$1.9 million (est.) annually. Premiums are generally paid by the students; however, UM anticipates supplementing the students cost by about \$700,000 annually with funds coming from E&G sources for graduate assistants for service-time to the university.

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- b. **UM** – In July 2013, the Commissioner and Board President approved the request to enter into an agreement with TEXLA to lease apartments for international students enrolled in their Intensive English Program (IEP). These students have historically had a difficult time finding suitable housing (UM residence hall options are already over capacity). UM partnership agreements require that the university provides housing for these students. The student's international status often makes it difficult for them to secure housing in the Oxford market close to campus. This is a one year agreement with (2) one-year renewals that would provide UM off-campus housing for between 200 and 250 IEP students annually. The agreement would begin August 1, 2013 and extend through July 31, 2016 if both renewals are exercised. The annual cost to UM ranges from \$1,136,480 in Year 1 to \$1,205,692 in Year 3. Total costs for all three years would equal \$3,512,746. The breakeven occupancy for Fall and Spring at the annual rate of \$4,800 is 237 students, not including the Summer term which anticipates around 50 students. Summer term students will bring down the occupancy requirement for breakeven in Fall and Spring terms. UM is requesting approval for all three years.
- c. **USM** – In July 2013, the Commissioner and Board President approved the request for the Mississippi Information Technology Services Office, on behalf of USM, to enter into an agreement with ERP Analysts, Inc. to purchase maintenance and support for USM's PeopleSoft Application and Oracle database software. This is a three-year agreement with a total cost to USM of \$2,025,687.82. The MS-ITS Board approved the selection of ERP Analysts, Inc. as vendor at their recent July 18th meeting. Contract negotiations between MS-ITS and the vendor will now take place with a new contract finalized and commencing by August 1st.

REAL ESTATE

- 5. **SYSTEM** - The Board received the Real Estate items that were approved by the Board staff subsequent to the June 20, 2013 Board meeting in accordance with Board Policy 904 Board Approval. (**See Exhibit 2.**)

LEGAL

- 6. **SYSTEM** - The Board received a report of the payment of legal fees to outside counsel. (**See Exhibit 3.**)

ADMINISTRATION/POLICY

- 7. **SYSTEM** - The following items have been approved by the Commissioner on behalf of the Board and are available for inspection in the Board Office.
 - a. **MSU** - In accordance with Board Policy 707.01 Land, Property, and Service Contracts, "The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000." On June 6, 2013, the Commissioner approved the request to enter into a long term lease agreement with Kappa Alpha Chapter of Phi Mu Fraternity House Corporation (Lessee) for the lease property in Sorority Hills Subdivision, Mississippi State University, MS. The land will be used as the site of Lessee's new sorority house. Upon execution by the parties, the lease term will run for a fifty (50) year period, from on or about June 1, 2013 through May 31, 2063. The agreement may be renewed for

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an additional period of time upon notice to MSU and the payment of a \$25 rental fee. Lessee will pay MSU a nominal rent fee of \$50. In addition, Lessee is subject to certain requirements and payment of all utility, sewer, landscape, communication, inspection and maintenance services. This agreement may be terminated upon mutual agreement of the parties. The Executive Office legal staff have reviewed and approved the contract documents which are on file at the Board Office.

- b. **MSU** - In accordance with Board Policy 707.01 Land, Property, and Service Contracts, "The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000." On June 6, 2013, the Commissioner approved the request to enter into a long term lease agreement with Alpha Delta Pi International Housing, Inc. and the Mississippi State University Chapter of Alpha Delta Pi (Lessee) for the lease of Lot #12, Sorority Hills Subdivision, Mississippi State University, MS. The land will be used as the site of Lessee's new sorority house. Upon execution by the parties, the lease term will run for a fifty (50) year period, from on or about June 1, 2013 through May 31, 2063. Lessee will pay MSU a nominal fee of \$50 for the lease of the property. In addition, Lessee is subject to certain construction requirements and, payment of all utility, sewer, landscape, communication, inspection and maintenance services. This agreement may be terminated upon mutual agreement of the parties. The Executive Office legal staff have reviewed and approved the contract documents which are on file at the Board Office.
- c. **MSU** - In accordance with Board Policy 707.01 Land, Property, and Service Contracts, "The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000." On June 17, 2013, the Commissioner approved the request to extend its existing lease agreement with the Mississippi Department of Environmental Quality (MDEQ). This agreement is for the lease of 100 square feet of office space at the MSU Delta Research and Extension Center, located in Stoneville, Mississippi. A lease with MDEQ for this space was previously approved by the Commissioner in March 2012 and entered into for a twelve (12) month period – September 1, 2012 to August 31, 2013. The lease extension will expire August 31, 2014. MSU will receive \$200 monthly for the lease of the space, or, \$2,400 for the twelve (12) month term. The university, as Lessor, will provide utilities, janitorial and maintenance services for the premises. The executive office legal staff have reviewed and approved the contract documents which are on file at the Board Office.
- d. **MUW** - In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On June 14, 2013, the Commissioner approved the budget revisions to the On Campus and Auxiliary budgets for Fiscal Year 2013. The Executive Office financial staff have reviewed and approved these revisions which are on file at the Board Office. The budget revisions contain no increases in the total budgets but rather reallocations among individual expense categories.
- e. **UMMC** - In accordance with Board Policy 707.01 Land, Property, and Service Contracts, "The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000." On June 14, 2013, the Commissioner approved a Reagent Rental Program (RRP) Attachment with Hologic, Inc. (Hologic) for

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equipment used in performing genetic serology screening procedures. The Attachment will be governed by the same Sale Agreement that was approved by the IHL Board at the October 2012 meeting. The RRP Attachment is for the provision of molecular equipment to be used by UMMC's main clinical laboratory for performing genetic screening procedures in an effort to identify those patients who are at risk of developing thrombosis. The lease will run for an initial three (3) year term. At UMMC's option, the agreement may be extended for two (2) additional one (1) year periods upon sixty (60) days written notice to Hologic, and receipt of Commissioner approval. UMMC will pay \$1,219.75 per month for the lease of the equipment. The total cost for the initial three (3) year term is \$43,911.13. At the end of the lease term UMMC has the option of purchasing the equipment at a purchase price of fair market value. The agreement is funded by patient revenues. The Executive Office legal staff have reviewed and approved the documents which are on file at the Board Office.

- f. **USM** - In accordance with Board Policy 707.01 Land, Property, and Service Contracts, "The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000." On July 10, 2013, the Commissioner approved the request to enter into revenue generating lease agreement with Yellowhammer Intellectual Property Group PLLC (Lessee), a technology based company. This agreement is for the lease of approximately 150 square feet of office space in USM's Accelerator Building. The area, Space No. 209, is to be used as office space for Lessee's staff. The lease term will run for an initial one (1) year period beginning on the date the agreement is signed and will be extended for up to four additional one (1) year terms unless written notice of termination is given by either party at least sixty (60) days prior to the end of the then current lease term. In return for the lease of the designated space, USM will receive an annual rent payment of \$3,000 or, a total of \$15,000 for the five (5) year lease term. The university, as Lessor, will provide utilities, janitorial services and routine maintenance services for the premises. The Executive Office legal staff have reviewed and approved the contract documents which are on file at the Board Office.
- g. **USM** – In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On June 10, 2013, the Commissioner approved the budget revisions to On Campus, Gulf Coast Campus, and Gulf Coast Research Lab budgets for Fiscal Year 2013. The Executive Office financial staff have reviewed and approved these revisions which are on file at the Board Office. The budget revisions contain no increases in the total budgets but rather reallocations among individual expense categories.

ANNOUNCEMENTS

- President Bob Owens announced that the Board Retreat will be on September 18-19, 2013 in the Jackson, MS area.
- Commissioner Hank Bounds announced that Mr. John Pearce's title has been changed from Interim Associate Commissioner of Finance and Administration to Associate Commissioner of Finance and

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Administration. Dr. Bounds also introduced Ms. Sharon Smith, IHL Administrative Assistant in the IHL Department of Legal Affairs.

- Trustee Alan Perry thanked the IHL staff members who worked over-time in order to prepare for the August 12, 2013 Special Called Board Meeting and who worked on the UMMC Grenada Lake agenda item.
- Dr. Al Rankins, Acting President of Mississippi Valley State University, introduced Ms. Joyce Dixon, Interim Chief Financial Officer at MVSU.

FINANCE COMMITTEE REPORT

Wednesday, August 14, 2013

The meeting was brought to order by Chairman Alan Perry at approximately 2:00 p.m.

1. On motion by Trustee Patterson, seconded by Trustee Rouse, all Committee members legally present and participating voted unanimously to recommend approval of Finance Consent Agenda items #1 - #3 (1. ASU agreement with Coca-Cola Company, 2. MSU agreement with the City of Starkville; 3. UMMC agreements with Mobile Medic Ambulance Service, Inc. d/b/a American Medical Response, Epic Systems Corporation, Magnolia Exterminating, LLC and Select Specialty Hospital - Jackson, MS, respectively).
2. On motion by Trustee Perry, seconded by Trustee Patterson, all Committee members legally present and participating voted unanimously to recommend approval of Finance Regular Agenda items #1 (DSU agreement with Cable One, Inc.).
3. On motion by Trustee Perry, seconded by Trustee Patterson, all Committee members legally present and participating voted unanimously to recommend approval of Finance Regular Agenda items #2 (MSU resolution to amend and clarify bond resolutions previously approved by the Board in April 2012 and March 2013 and to replace trustee).
4. On motion by Trustee Perry, seconded by Trustee Patterson, all Committee members legally present and participating voted unanimously to recommend approval of Finance Regular Agenda items #3 (UMMC residency and out-of-state tuition waiver policy).
5. Executive Session
On motion by Trustee Perry, all Committee members legally present and participating voted unanimously to close the meeting to determine the need for an executive session. On motion by Trustee Perry, seconded by Trustee Rouse, all Committee members legally present and participating voted unanimously **to go into Executive Session** for the reason reported to the public and stated in these minutes: Discussion of a prospective series of lease related agreements at one of the public universities.
During Executive Session, the Committee discussed a prospective series of lease related agreements at one of the public universities. **No action was taken.**
On motion by Trustee Perry, seconded by Trustee Pickering, all Committee members legally present and participating voted unanimously to return to Open Session.
6. On motion by Trustee Cummins, seconded by Trustee Pickering, all Committee members legally present and participating voted unanimously to adjourn.

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Committee members attending the meeting were: Mr. Alan Perry (Chair), Ms. Karen Cummins, Mr. Aubrey Patterson, Ms. Christy Pickering, Ms. Robin Robinson, and Dr. Doug Rouse. Others Trustees attending the meeting were: Mr. Ed Blakeslee, Dr. Ford Dye, Mr. Shane Hooper, and Mr. C.D. Smith.

REAL ESTATE COMMITTEE REPORT

Wednesday, August 14, 2013

The meeting was brought to order by Chairman Hal Parker at approximately 3:30 p.m.

1. On motion by Trustee Parker, seconded by Trustee Smith, all Committee members legally present and participating voted unanimously to recommend approval of Regular Real Estate Agenda item #1 (Facilities Needs Request for 2014 Legislative Session).
2. On motion by Trustee Parker, seconded by Trustee Cummins, all Committee members legally present and participating voted unanimously to recommend approval of Regular Real Estate Agenda item #2 (MSU ground lease to the City of Starkville for the construction of a parking garage).
3. The Committee received a presentation about UMMC's construction project Meridian at Fondren Development.
4. Executive Session

On motion by Trustee Cummins, seconded by Trustee Pickering, all Committee members legally present and participating voted unanimously to close the meeting to determine the need for an executive session. On motion by Trustee Cummins, seconded by Trustee Smith, all Committee members legally present and participating voted unanimously to go into Executive Session for the reason reported to the public and stated in these minutes: Discussion of a prospective lease agreement at one of the public universities.

During Executive Session, the Committee discussed a prospective lease agreement at one of the public universities. **No action was taken.**

On motion by Trustee Cummins, seconded by Trustee Pickering, all Committee members legally present and participating voted unanimously to return to Open Session.

5. On motion by Trustee Blakeslee, seconded by Trustee Smith, all Committee members legally present and participating voted unanimously to adjourn.

Committee members attending the meeting were: Mr. Hal Parker (Chair), Mr. Ed Blakeslee, Ms. Karen Cummins, Ms. Christy Pickering, and Mr. C.D. Smith. Others Trustees attending the meeting were: Mr. Aubrey Patterson, Ms. Robin Robinson, and Dr. Doug Rouse.

EXECUTIVE SESSION

On motion by Trustee Perry, all Trustees legally present and participating voted unanimously to close the meeting to determine whether or not it should declare an Executive Session. On motion by Trustee Perry, seconded by Trustee Pickering, all Trustees legally present and participating voted unanimously **to go into Executive Session** for the reasons reported to the public and stated in these minutes, as follows:

Discussion of three prospective real property leases, two at one public university and one series lease related agreements at another public university;

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Discussion of four litigation matters at three of the public universities; and
Discussion of a personnel matter at one of the public universities.

During Executive Session, the following matters were discussed and/or voted upon:

On motion by Trustee Hooper, seconded by Trustee Blakeslee, all Trustees legally present and participating voted unanimously to grant the commissioner, the President and the Chair of the Finance Committee the authority to approve two emergency real property leases with Mississippi Valley State University for student housing. Any approved leases will be reported to the Board at the next Board meeting.

On motion by Trustee Perry, seconded by Trustee Blakeslee, all Trustees legally present and participating voted unanimously to approve a series of lease related contracts between UMMC and Grenada County, MS, a validly existing political subdivision of the State of MS acting through its Board of Supervisors (the “County”), and Grenada Lake Medical Center (GLMC), a community hospital owned by Grenada County, MS. The initial request is for an Agreement to Lease as well as a Management Support Services Agreement for the performance of administrative and management support services at the facility to be leased. Both of these agreements run concurrently for four (4) months, beginning on September 1, 2013 and ending on December 31, 2013. The subsequent Lease Agreement allows UMMC to lease GLMC on a continuing basis, beginning on January 1, 2014. This agreement will stay in effect for a minimum of twenty (20) years, with a maximum contract length of fifty (50) years if three (3) ten year optional renewals are exercised. UMMC is requesting approval for all fifty (50) years, which will run through December 31, 2063. The purpose in leasing GLMC is to allow UMMC to offer placements for more medical students and residents, expand telemedicine services, and enhance medical care for the residents of Grenada and surrounding counties as part of UMMC’s mission to improve healthcare for all Mississippians. UMMC has proposed leasing GLMC for the amount of their existing long-term debt, approximately \$35.5 million as of September 1, 2013. This includes principal payments of \$24.34 million, with the remainder being interest costs paid over the full debt term. Annual long-term debt payments will range between \$1.875 million and \$2.139 million. GLMC’s current debt obligation has a variable interest rate component. First southwest, who serves as UMMC’s financial advisor on this transaction is supportive of this relationship, but is recommending that GLMC convert the current debt instrument into a fixed rate issue in the near future. It is estimated that it will take 6 - 18 months to identify and implement a fixed-rate refinancing debt structure. In addition, UMMC will be responsible for the following: 1) A rental payment equal to the annual property insurance premiums for the leased property. 2) Should future decisions dictate that GLMC issue additional capital improvement debt, UMMC’s annual rent will be mutually adjusted to augment GLMC’s retirement of the new debt. 3) At its own expense, UMMC will maintain all parts and equipment of the Lease Facility in good order and repair. 4) UMMC will also be responsible for all utilities that arise out of the operation, possession or use of the Lease Facility. 5) During the management period, UMMC will also assume all obligations, covenants and agreements for existing leases of GLMC, or has the right to negotiate new leases subject to separate approval of the IHL Board in accordance with Board Policy. 6) UMMC will also be responsible for all utilities that arise out of operation, possession or use of the Lease Facility. 7) During the management period, UMMC will

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also assume all obligations, covenants and agreement for existing leases of GLMC, or has the right to negotiate new leases subject to separate approval of the IHL Board in accordance with Board Policy. UMMC is expected to contribute approximately \$10 to \$12 million initially to serve as working capital for the newly lease operations. Once the lease begins operation, these funds will be fully recouped as soon as patient revenues are earned and received. During the management period of these agreements, UMMC will be paid \$26,000 per month by GLMC in consideration UMMC's provision of management services. This provision will end upon the execution of the long-term Lease Agreement. Funds are available from patient revenues. The Agreement to Lease, management Support Agreement and Lease between UMMC and Grenada County, MS/Grenada Lake Medical Center (GLMC) which have been reviewed and approved by the Attorney General's Office are on file at the Board Office.

On motion by Trustee Dye, seconded by Trustee Hooper, all Trustees legally present and participating voted unanimously to approve the settlement of Tort Claim No. 1706 styled as *Pearlie Lang vs. UMMC, et al.*, as recommended by counsel.

On motion by Trustee Perry, seconded by Trustee Hooper, all Trustees legally present and participating voted unanimously to approve the settlement of Tort Claim No. 1871 styled as *James McGrew vs. UMMC, et al.*, as recommended by counsel.

On motion by Trustee Rouse, seconded by Trustee Hooper, all Trustees legally present and participating voted unanimously to approve the settlement of IHL Self-Insured Workers' Compensation Claim #55-0003924-1 styled as, *Delma J. Rossell v. UM*, as recommended by counsel.

On motion by Trustee Blakeslee, seconded by Trustee Hooper, all Trustees legally present and participating voted unanimously to approve the settlement of IHL Self-Insured Workers' Compensation Claim #55-0003848-1 styled as, *Jeffery Fulce v. MSU*, as recommended by counsel.

Discussion of a personnel matter at one of the public universities. **No action was taken.**

On motion by Trustee Hooper, seconded by Trustee Cummins, with Trustee Pickering absent and not voting, all Trustees legally present and participating voted unanimously to return to Open Session.

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ADJOURNMENT

There being no further business to come before the Board, on motion by Trustee Hooper, seconded by Trustee Cummins, with Trustee Pickering absent and not voting, all Trustees legally present and participating voted unanimously to adjourn the meeting.

President, Board of Trustees of State Institutions of Higher Learning

Commissioner, Board of Trustees of State Institutions of Higher Learning

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EXHIBITS

- | | |
|-----------|--|
| Exhibit 1 | Facilities Needs Requests for 2015 for the 2014 Legislative Session. |
| Exhibit 2 | Real Estate items that were approved by the IHL Board staff subsequent to the June 20, 2013 Board meeting. |
| Exhibit 3 | Report of the payment of legal fees to outside counsel. |

EXHIBIT 1

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Facilities Needs Requests for FY 2015 2014 Legislative Session

University	University Priority	Project Description	Request Per Project	Total By University
ASU	1	Technology Classroom Building	\$16,975,000	
	2	ADA Modifications	\$10,850,000	
	3	Campus Security Project	\$8,137,500	
	4	General Repair and Renovations	\$7,260,000	
	5	Infrastructure Upgrades	\$3,255,000	
	6	Campus Improvements	\$8,680,000	
	7	ASU Academic Convocation Center (Pre-Plan)	\$250,000	
	8	Walter Washington Administration Hall Renovations (Pre-Plan)	\$250,000	
	9	K.L. Simmons Hall Renovations (Pre-Plan)	\$250,000	
	10	J.D. Boyd Library Renovations (Pre-Plan)	\$250,000	
				\$56,157,500
DSU	1	Court of Governors/Hill Apartments Fire Suppression	\$1,300,000	
	2	Student Union Renovation	\$32,614,639	
	3	Ward Hall Renovation	\$4,080,095	
	4	Road Improvements	\$1,600,000	
	5	Campus Demolitions	\$1,046,800	
	6	Zeigel Hall (Pre-Plan)	\$300,000	
	7	Wellness Center Renovation (Pre-Plan)	\$350,000	
	8	Zeigel Hall Renovation	\$5,052,000	
	9	Wellness Center Renovation	\$8,500,000	
	10	Compliance	\$7,703,500	
				\$62,547,034
JSU	1	Dansby Hall Replacement Phase I	\$9,000,000	
	2	General Repair and Renovation	\$7,000,000	
	3	Land Acquisition Phase V	\$5,000,000	
	4	Old Industrial Arts Building Renovation	\$2,000,000	
	5	Blackburn Language Arts Building	\$2,000,000	
	6	College of Education & Human Development	\$12,500,000	
	7	J.Y. Woodard Building	\$2,000,000	
	8	Rosa McCoy Building (UPA)	\$2,000,000	
	9	F.D. Hall Music Center	\$7,000,000	

EXHIBIT 1

August 15, 2013

	10	Campus –Wide Infrastructure Improvement Phase I	\$3,000,000	
				\$51,500,000
MSU	1	Addition to Mitchell Memorial Library	\$6,788,128	
	2	Civil and Environmental Engineering Complex	\$14,000,000	
	3	Fire Suppression Systems (Classroom Sprinklers)	\$2,736,500	
	4	ADA Accessibility	\$2,396,000	
	5	Roof Repairs	\$2,223,725	
	6	Water Infiltration Repairs	\$1,714,500	
	7	Fire Alarm Systems Replacement	\$1,828,000	
	8	HVAC Systems Replacements	\$2,569,750	
	9	Addition to Sanderson Center	\$14,284,498	
	10	Energy Management Controls	\$2,503,500	
				\$51,044,601
MSU/DAFVM	1	ADS/Food Science, Nutrition & Health Promotion Complex	\$20,480,000	
	2	Blackjack Forest and Wildlife Research Facility	\$3,333,750	
	3	Exterior & Interior R&R- Forest Products Complex	\$2,587,000	
	4	Dorman Hall Lab & Common Space Renovation	\$3,983,500	
	5	Food Science, Nutrition and Health Promotion Complex Renovation	\$11,030,000	
	6	Bost Extension Center/Technology Addition	\$8,560,000	
	7	Mississippi Horse Park Expansion	\$8,462,000	
	8	Crosby Arboretum Education Center	\$1,961,500	
	9	Delta Research & Extension Center Repair and Renovation	\$1,500,000	
	10	Floral Shop: 1 st Floor and Basement Renovation	\$756,000	
				\$62,653,750
MUW	1	ADA Code Compliance and Campus Safety	\$3,000,000	
	2	Fant Memorial Library	\$8,884,000	
	3	Campus R&R Projects	\$2,712,500	
	4	Keirn & Taylor Halls Demolition	\$1,302,000	
	5	Fant Hall Renovation	\$325,500	
	6	Demonstration Renovation	\$200,000	
	7	Shattuck Hall	\$5,175,000	
	8	Old Pohl Gym Renovation	\$325,500	
	9	Campus Streetscape	\$1,593,106	
	10	Education and Human Sciences Renovation	\$325,500	
				\$23,843,106

EXHIBIT 1

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MVSU	1	Fire Suppression System Upgrades	\$2,000,000	
	2	College Hall I Renovation	\$5,200,000	
	3	Academic Skills Redesign	\$4,500,000	
	4	Student Union Complex Renovation and Expansion	\$7,626,000	
	5	Fine Arts Center Renovation and Expansion	\$7,626,000	
	6	Chilled Water Loop Expansion	\$7,000,000	
	7	O.P. Lowe Building Renovations	\$3,500,000	
	8	Carpenter Hall Renovation	\$3,500,000	
	9	Campus Gas System Upgrades Phase I	\$3,500,000	
	10	R.W. Lackey Center Renovation	\$3,500,000	
				\$47,952,000
UM	1	Garland Hedleston Mayes Renovation	\$16,000,000	
	2	South Campus Recreation Facility and Transportation Hub	\$20,000,000	
	3	Data Center Renovation	\$15,000,000	
	4	Johnson Commons East	\$6,500,000	
	5	Electrical Hazards	\$3,500,000	
	6	Various Roofs	\$3,000,000	
	7	New Science Building	\$40,000,000	
	8	Vardaman Hall	\$3,000,000	
	9	Somerville Hall	\$5,500,000	
	10	Archives Building	\$16,000,000	
				\$132,000,000
UMMC	1	Medical School Renovation/New Building	\$30,500,000	
	2	Central Core Support Office	\$9,362,130	
	3	SHRP Expansion	\$14,222,700	
	4	East Central Mechanical Plant	\$8,508,450	
	5	Pedestrian Bridge & Utility Loop Expansion	\$6,758,959	
	6	Hospital Area Renovation	\$22,901,019	
	7	Women's Dorm Renovation	\$4,605,207	
	8	Campus Mechanical Phase I	\$1,761,066	
	9	2013 Roof Repair	\$313,072	
	10	Campus Mechanical Phase II	\$1,302,253	
				\$100,234,856
USM	1	Fire Protection – Cedar Brook Apartments	\$300,000	
	2	Printing Center Renovation	\$3,000,000	
	3	Southern Hall Restoration and	\$9,000,000	

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		Renovation		
	4	General Repair and Renovation – Hattiesburg Campus	\$4,000,000	
	5	Joseph Greene Hall Renovation	\$9,000,000	
	6	Campus Restoration & Academic Enhancement – Gulf Park	\$2,000,000	
	7	College of Business Pre-Plan & North Campus Master Planning – Gulf Park	\$315,000	
	8	Harkins Hall Renovation	\$7,000,000	
	9	Payne Center Expansion – (Pre-Plan)	\$750,000	
	10	Music, Theater, and Performing Arts Facility – (Pre-Plan)	\$1,750,000	
				\$37,115,000
ERC	1	Structural Repairs/Water Infiltration	\$2,400,000	
	2	Primary Campus Electrical Service Replacement	\$1,650,000	
	3	Replace Hot/Chilled Mechanical Water Lines	\$600,000	
	4	ADA Code Compliance	\$2,000,000	
	5	Exterior Handicap Ramps	\$145,000	
	6	Re-roof Paul B. Johnson Building	\$550,000	
	7	Replace Stairs at Parking Garage	\$280,000	
	8	Parking Lot Re-Paving	\$550,000	
	9	Window Replacement	\$900,000	
	10	Pre-Plan Paul B. Johnson Building Renovation	\$350,000	
				\$9,425,000
				<u>\$634,472,847</u>

EXHIBIT 2

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SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE June 20, 2013 BOARD MEETING SUBMISSION DEADLINE

NOTE: The following items were approved by the board's real estate and facilities staff according to board policy §904 (a) board approval.

Change Order Approval Note: No change orders approved by Board staff, as reflected within any of the following informational agenda items, increase the Board approved total project budget. The total project budget as approved by the Board provides for a contingency fund, which allows for an increase in the construction budget of between five and ten percent. Any increase in the total project budget caused by a change order, would require Board approval and could not be approved by Board staff.

1. ASU – GS 101-278 – Lanier Hall Renovations

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #1** in the amount of \$96,655.10 and sixty-three (63) additional days to the contract of Barnard & Sons Construction. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval Date: May 17, 2013

Change Order Justification: **Change Order #1** is necessary for removal of pigeon dung, to add masonry window infill's at rooms 234 & 216, removal of asbestos pipe insulation in crawl space, to credit for switching from a hood vent microwave to a countertop type, to install 3 furr downs in lobby 102 at glazed wall system header, to provide plate glass transom panels in lieu of wood panels, to provide vinyl wood planks in lieu of VCT, to replace 15 rusted out dormers & vents with 15 new ones to stop roof leaks, to replace the specified ALA4800 Series prewired aluminum raceway system with a paintable V4000 Series prewired steel raceway system, to credit all new resilient cove base & some new tile base to replace rotten & missing wood trim, to provide ¼" ceramic tile backer board for floor tile warranty, to replace exterior clay sewer pipe to sidewalk and to repair mud bed in 8 bathrooms.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$96,655.10.

Project Initiation Date: May 14, 2009

Design Professional: Waycaster and Associates

General Contractor: Barnard & Sons Construction

Project Budget: \$1,800,000.00

2. DSU– GS 102-237 – Caylor White Walters – PH III (REBID)

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #1** in the amount of \$74,761.11 and twenty-one (21) additional days to the contract of Panola Construction company, P.A. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval Date: June 19, 2013

Change Order Justification: **Change Order #1** is necessary to delete exterior cast letters & exterior wall lighting for letters, to demolish houses to provide for lay down area, to provide relocation of existing conduits fed from penthouse to allow installation of

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new mechanical ductwork, to provide structural repair for existing column & beam connections, to extend existing waterline to tie into the building from site verified location as requested by the architect.

Total Project Change Orders and Amount: One (1) change orders for a total amount of \$74,761.11.

Project Initiation Date: August 19, 2010

Design Professional: Architecture South, P.A.

General Contractor: Panola Construction Company, Inc.

Project Budget: \$15,715,249.00

3. MSU– GS 105-343 – Lee Hall Renovation

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #4** in the amount of \$104,728.31 and seven (7) additional days to the contract of West Brothers Construction, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval Date: May 29, 2013

Change Order Justification: **Change Order #4** is necessary to install a floor leveling product over the center section of the fourth floor and to repair the exterior windows that were severely damage by termites due to latent conditions, to omit the vertical steel at the elevator shaft that was not required.

Total Project Change Orders and Amount: Four (4) change orders for a total amount of \$1,635,975.84.

Project Initiation Date: June 16, 2011

Design Professional: Dale and Associates Architects, P.A.

General Contractor: West Brothers Construction, Inc.

Project Budget: \$20,700,000.00

4. MSU– GS 113-130 – Necropsy Renovation

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #9** in the amount of \$63,806.62 and twenty-three (23) additional days to the contract of T. L. Wallace Construction, Inc.. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval Date: June 7, 2013

Change Order Justification: **Change Order #9** is necessary to build a new furrdown in to cover the HVAC duct exposed on the wall in the necropsy room, to provide & install materials to relocate the roof drain and to revise gross trimming 120 & add a distilled water system.

Total Project Change Orders and Amount: Nine (9) change orders for a total amount of \$765,559.05.

Project Initiation Date: October 21, 2010

Design Professional: Pryor & Morrow Architects and Engineers, P.A.

General Contractor: T. L. Wallace Construction, Inc.

Project Budget: \$12,197,791.22

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5. MSU – IHL 205-266 – MSU Lighting Retrofit

Staff Approval: In accordance with Board Policy §904 (B) Board Approval, *Interim Chair Approval* was granted by Mr. Hal Parker, Chair of the Real Estate and Facilities Committee on May 22, 2013 **approving the request to appoint/award the project, MSU Lighting Retrofit to Smart Watt Energy, Inc.**

Staff Approval Date: May 22, 2013

Project Initiation Date: May 17, 2012

Design Professional: Smart Watt Energy, Inc.

General Contractor: Smart Watt Energy, Inc.

Project Budget: \$6,500,000

6. MSU– IHL 205-267 – MSU Fresh Food company – Phase Two

Staff Approval #1: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Contract Documents** as submitted by JH&H Architects, design professional.

Staff Approval #2: In accordance with Board Policy §904 (A) Board Approval, Board staff **approved request to advertise for receipt of bids.**

Staff Approval Date: May 28, 2013

Project Initiation Date: September 11, 2012

General Contractor: TBA

Project Budget: \$12,500,000

7. MSU– IHL 205-268 – MSU Butler Williams Guest House and Lobby Renovations

Staff Approval #1: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Schematic Design Documents** as submitted by Belinda Stewart Architects, P.A.

Staff Approval Date: June 14, 2013

Project Initiation Date: January 17, 2013

Design Professional: Belinda Stewart Architects, P.A.

General Contractor: TBA

Project Budget: \$1,100,000

8. UM– GS 107-302 – Lamar Hall Renovation

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #8** in the amount of \$45,547.17 and sixty-three (63) additional days to the contract of Evan Johnson & Sons Construction, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval Date: May 29, 2013

Change Order Justification: **Change Order #8** is necessary to credit for omitting demolition of existing elevator, additional work at the dumpster/loading area, to lower the furrdowns to the new ceiling height, to credit for omitting carpet & base, additional data/communication plugs, to credit for omitting finishes in deli area, to add seven doors missed by subcontractor, to credit for controls allowance reconciliation, tamper switches, additional electrical outlets, to credit for omitting window sealant work, additional VCT patterns/colors, and to provide access control.

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Total Project Change Orders and Amount: Eight (8) change orders for a total amount of \$482,115.03.

Project Initiation Date: August 20, 2009

Design Professional: Barlow Eddy Jenkins Architects, P.A.

General Contractor: Evan Johnson & Sons Construction, Inc

Project Budget: \$7,800,000.00

9. UM– IHL 207-341 – Thad Cochran Natural Products Center Phase II

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #5** in the amount of \$25,374.00 and eighteen (18) additional days to the contract of Cooke Douglass Farr Lemons Architects, P.A.

Staff Approval Date: June 3, 2013

Change Order Justification: **Change Order #5** is necessary for additional crash rails & corner guards, adding termite treatment, to add eighteen days because of adverse weather conditions, to provide temporary tunnel for emergency evacuation only from exiting door at NCNP 1 to Faser Hall and an additional water line & storm drain revisions.

Total Project Change Orders and Amount: Five (5) change orders for a total **Credit amount** of \$73,689.00.

Project Initiation Date: May 20, 2010

Design Professional: Cooke Douglass Farr Lemons Architects, P.A.

General Contractor: Carothers construction, Inc.

Project Budget: \$40,000,000

10. UM– IHL 207-346 – Stockard Hall & Martin Hall Brick Veneer Replacement

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #3** in the **credit amount** of \$21,274.35 and twelve (12) additional days to the contract of Evan Johnson & Sons Construction, Inc.

Staff Approval Date: June 7, 2013

Change Order Justification: **Change Order #3** is necessary to replace a broken window sash, and to credit for omitting the masonry sealer for the entire project.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$33,902.65.

Project Initiation Date: February 17, 2011

Design Professional: Pryor & Morrow Architects and Engineers

General Contractor: Evan Johnson & Sons Construction, Inc.

Project Budget: \$8,000,000

11. UM– IHL 207-348 – Johnson Commons West Renovation

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #5** in the amount of \$319,161.37 and one hundred twenty-seven (127) additional days to the contract of Zellner Construction.

Staff Approval Date: June 24, 2013

Change Order Justification: **Change Order #5** is necessary to add additional days for the following scope changes: the installation of the 6,000 lb capacity freight elevator in

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lieu of the originally specified scissor lift, unforeseen discovery of the existing tectum roof deck for replacement with a metal deck, MEP & structural coordination revisions for grease duct slopes, ceiling height clearances, and vertical duct penetrations in the new kitchen, access control revisions, clarification of structural details for the existing stair infill, to provide for electrical work for the existing elevator, to provide new fixtures & material after determining full extent of required demolition & renovation, to provide for additional work required to prevent water penetration to lower level & additional excavation required for new freight elevator, to provide bottle filling stations in addition to the electric drinking fountains, structural clarification to add structure to modified existing openings, MEP work required for the new loading dock freight elevator as well as modifications to the existing service elevator ventilation required by the revised loading dock plan, required vertical duct size & location, required the modification of existing joists to allow for the opening size at the needed location, unforeseen field condition discovered after demolition, and the unforeseen office ceiling, height determined by the new duct locations, will cross in front of the window leaving above ceiling space visible from the exterior and the application of an opaque film on the glass to create a spandrel effect.

Total Project Change Orders and Amount: Five (5) change orders for a total amount of \$1,033,040.29.

Project Initiation Date: May 19, 2011

Design Professional: Tipton Associates, A Professional Architectural Corporation

General Contractor: Zellner Construction

Project Budget: \$14,500,000.00

12. UM – IHL 207-353 – Coulter Hall Addition and Renovation

Staff Approval: In accordance with Board Policy §904 (B) Board Approval, *Interim Chair Approval* was granted by Mr. Hal Parker, Chair of the Real Estate and Facilities Committee on June 10, 2013 **approving a budget increase** for the Coulter Hall Renovation project. The budget increase was increased from \$15,000,000 to \$18,000,000 for an increase in the amount of \$3,000,000.

Staff Approval Date: June 10, 2013

Project Initiation Date: February 16, 2012

Design Professional: BEJ-CDFL – A Professional Association

General Contractor: TBA

Project Budget: \$18,000,000

13. UM – IHL 205-353 – Coulter Hall Addition and Renovation

Staff Approval #1: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Contract Documents** as submitted by BEJ-CDFL – A Professional Association, design professional.

Staff Approval #2: In accordance with Board Policy §904 (A) Board Approval, Board staff **approved request to advertise for receipt of bids.**

Staff Approval Date: June 12, 2013

Project Initiation Date: September 11, 2012

General Contractor: TBA

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Project Budget: \$18,000,000

14. UM– IHL 207-358 – Lewis Hall Academic Heating Modifications

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #1** in the **credit amount** of \$9,167.80 and thirty (30) additional days to the contract of Acy Mechanical.

Staff Approval Date: June 7, 2013

Change Order Justification: **Change Order #1** is necessary to credit for control allowance, signage allowance and ceiling revisions, to provide for crawlspace access door, to provide for FCU S/A temperature sensors, to modify O/A cond. unit power wiring and to credit for control laptop computer allowance.

Total Project Change Orders and Amount: One (1) change order for a total **credit amount** of \$9,167.80.

Project Initiation Date: March 15, 2012

Design Professional: The CGM Group

General Contractor: Acy Mechanical

Project Budget: \$1,600,000

15. UM– IHL 207-371 – Stockard Hall Elevator Refurbishment

Staff Approval #1: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Contract Documents** as submitted by Corbett Legge and Associates, PLLC, design professional.

Staff Approval #2: In accordance with Board Policy §904 (A) Board Approval, Board staff **approved request to advertise for receipt of bids**.

Staff Approval Date: June 7, 2013

Project Initiation Date: March 21, 2013

General Contractor: TBA

Project Budget: \$1,100,000

16. UMMC – GS 109-195 – AED (Adult Emergency Department Renovations)

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #7** in the amount of \$18,730.80 and eighty (80) additional days to the contract of Flagstar Construction Company, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval Date: June 3, 2013

Change Order Justification: **Change Order #7** is necessary to add days due to time lost during Phase I work, to provide a gypsum board wall to enclose med gas piping rising from the subbasement to above the basement level ceiling due to an existing concrete floor beam being wider than the wall above causing the piping to be offset around the beam outside of the wall intended for its enclosure, to provide a gypsum board header near the west end of the space to accommodate lowering of that section of the ceiling to 8'-0" AFF, bottom of the header to be a 7'-10" AFF and the remaining ceiling to be at the specified height of 9'-0" AFF in the temporary waiting area, to provide oxygen & suction outlets in the x-ray diagnostic, E008-1A and CT diagnostic, E008 with zone valves & alarm.

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Total Project Change Orders and Amount: Seven (7) change orders for a total amount of \$820,090.94.

Project Initiation Date: November 14, 2007

Design Professional: Dale/Morris Architects, PLLC

General Contractor: Flagstar Construction Company, Inc.

Project Budget: \$11,755,000

17. UMMC – IHL 209-526 – Cafeteria/Kitchen Renovations

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #14** in the amount of \$3,208.00 and ninety (90) additional days to the contract of Fountain Construction Co., Inc.

Staff Approval Date: May 17, 2013

Change Order Justification: **Change Order #14** is necessary to provide cabling to tie cash register at doctors' dining area into Sodexo's System, to provide & install 16 lf of bulkhead in the corridor, to allow increase in the ceiling height, to add 90 days to add coke/ice machine coordination at the doctor's dining area, modification to the doctor's dining serving line & relocation of the electrical, coordination issue regarding the freestyle coke machine versus 10 spicket coke machine, and to install receptacle covers on GFI electrical outlets in the basement kitchen.

Total Project Change Orders and Amount: Fourteen (14) change orders for a total amount of \$144,600.

Project Initiation Date: August 20, 2009

Design Professional: The McCarty Company – Design Group, P.A.

General Contractor: Fountain Construction Co., Inc.

Project Budget: \$7,750,000

18. UMMC– IHL 209-532 – Cardiovascular Renovations

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #8** in the amount of \$38,837.00 and nineteen (19) additional days to the contract of Fountain Construction Company.

Staff Approval Date: June 24, 2013

Change Order Justification: **Change Order #8** is necessary to add days for demolition of existing precast by hand, closing off existing wall cavities and the addition of the metal plate for expansion joint connect, to provide control rooms millwork & electrical changes to include additional under cabinet lighting & outlets, additional days due to inclement weather, to remove existing gypcrete in corridor 1126 prior to proper installation of new flooring, and to provide additional light fixtures in the print shop.

Total Project Change Orders and Amount: Eight (8) change orders for a total amount of \$225,641.

Project Initiation Date: February 18, 2010

Design Professional: Cooke Douglas Farr Lemons Architects & Engineers, PA

General Contractor: Fountain Construction Company

Project Budget: \$20,182,526.00

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19. UMMC – IHL 209-534B – Contract 2 – Parking, Roadways and Infrastructure Renovations

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #8** in the amount of \$377,265.14 and forty-seven (47) additional days to the contract of Hemphill Construction, Inc.

Staff Approval Date: June 24, 2013

Change Order Justification: **Change Order #8** is necessary to provide for cost related to grave removal, installation of electrical manhole planter, motor pool light pole replacement, additional insurance renewal requirements & fence installation, to provide for the reconstruction of the originally planned milling section along Central University Drive due to latent soil conditions, to install additional handicap ramps, to alter the sidewalk configuration near the SHARP building due to the discovered electrical manhole and to install additional handicap ramps into the existing sidewalk, to fill voids between an unmarked existing duct bank & the proposed duct bank, to prepare & sod additional areas due to the discovery of medical waste where slopes were altered and the additional disturbance of areas in the originally planned milling section along Central University Drive, to install additional sleeves beneath North University Drive for future use, and to install curb & gutter in the originally planned milling section along Central University Drive.

Total Project Change Orders and Amount: Eight (8) change orders for a total amount of \$1,057,917.89.

Project Initiation Date: April 15, 2010

Design Professional: Cooke Douglass Farr Lemons Architects, P.A.

General Contractor: Hemphill Construction, Inc.

Project Budget: \$13,750,000

20. UMMC– IHL 209-538 – 4th (and 2nd) Floor Renovations – 764 Lakeland Building

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #6** in the **credit amount** of \$107,780.20 and zero (0) additional days to the contract of Harris Constructors, Inc.

Staff Approval Date: May 29, 2013

Change Order Justification: **Change Order #6** is necessary to install miscellaneous owner-furnished equipment, to credit for exterior signage allowances and stop work allowances.

Total Project Change Orders and Amount: Six (6) change orders for a total amount of \$61,595.85.

Project Initiation Date: October 21, 2010

Design Professional: Dale Partners Architects, P.A.

General Contractor: Harris Constructors, Inc.

Project Budget: \$5,915,536.00

21. ERC– GS 111-049 – Road Improvements

Staff Approval #1: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #3 (Rev. 1)** in the amount of \$593.99 and zero (0)

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additional days to the contract of Southern Rock, LLC. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval Date: May 29, 2013

Change Order Justification: **Change Order #3 (Rev. 1)** is necessary to credit for deletion of prime coat on the base prior to the placement of the asphalt pavement due to the improved conditions of the gravel base material, to provide adjustment of the inlet box due to the location of an underground telephone utility.

Total Project Change Orders and Amount: Seven (3) change orders for a total amount of \$183,655.88.

Project Initiation Date: October 20, 2011

Design Professional: W. L. Burle Engineers, P.A.

General Contractor: Southern Rock, LLC

Project Budget: \$2,551,057.07

EXHIBIT 3

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1. SYSTEM - REPORT OF PAYMENTS TO OUTSIDE COUNSEL

Legal fees approved for payment to outside counsel in relation to litigation and other matters:

Payment of legal fees for professional services rendered by Cox & Moore (statements dated 7/23/13) from the funds of Delta State University. (These statements, in the amounts of \$550.00 and \$550.00, represent services and expenses in connection with legal advice - real estate sales: 301 McClain- Cleveland, MS and 314 Shumate Circle- Cleveland, MS.)

TOTAL DUE.....\$ 1,100.00

Payment of legal fees for professional services rendered by Ware/Gasparian (statement dated 6/11/13) from the funds of Mississippi State University. (This statement, in the amount of \$2,000.00, represents services and expenses in connection with labor certification.)

TOTAL DUE.....\$ 2,000.00

Payment of legal fees for professional services rendered by Evans Petree (statement dated 5/10/13) from the funds of the University of Mississippi. (This statement, in the amount of \$7,310.01, represents services and expenses in connection with litigation matters.)

TOTAL DUE.....\$ 7,310.01

Payment of legal fees for professional services rendered by Baker, Donelson, Bearman, Caldwell & Berkowitz (statements dated 4/4/13, 5/3/13 and 6/6/13) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,848.00, \$3,219.02 and \$1,930.82, respectively, represent services and expenses in connection with litigation matters.)

TOTAL DUE.....\$ 6,997.84

Payment of legal fees for professional services rendered by Bradley, Arant, Boult & Cummings (statements dated 5/8/13 and 5/21/13) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,740.50 and \$1,014.60, respectively, represent services and expenses in connection with litigation matters.)

TOTAL DUE.....\$ 2,755.10

Payment of legal fees for professional services rendered by Jones Walker (statement dated 2/27/13) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$6,063.80, represents services and expenses in connection with litigation matters.)

TOTAL DUE.....\$ 6,063.80

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Payment of legal fees for professional services rendered by Kitchens Hardwick (statements dated 6/5/13) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,056.00, \$1,798.50, \$3,349.50, \$19,899.00 and \$6,066.50, represent services and expenses in connection with litigation advice.)

TOTAL DUE.....\$ 32,169.50

Payment of legal fees for professional services rendered by Bryan Nelson (statements dated 5/7/13, 6/10/13 and 7/5/13) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$6,928.00, \$8,028.85 and \$2,002.05, respectively, represent services and expenses in connection with general advice.)

TOTAL DUE.....\$ 16,958.90

Payment of legal fees for professional services rendered by Butler, Snow, O'Mara, Stevens & Cannada (statement dated 6/30/13) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$3,526.00, represents services and expenses in connection with the general advice - University of Southern Mississippi - J.L. Scott Marine Education Center.)

TOTAL DUE.....\$ 3,526.00

Payment of legal fees for professional services rendered by Mayo Mallette (statement dated 6/6/13) from the funds of the University of Southern Mississippi. (This statement, in the amounts of \$2,342.50, represents services and expenses in connection with general advice.)

TOTAL DUE.....\$ 2,342.50

Legal fees approved for payment to outside counsel in relation to patent and other matters:

Payment of legal fees for professional services rendered by Butler, Snow, O'Mara, Stevens & Cannada (statements dated 5/28/13 and 6/19/13) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: "Live Attenuated Catfish Vaccine" - \$672.50; "Method for Transformation of Cotton and Organogenic Regeneration" - \$127.50; "Heat Recovery Ventilator with Make-up Air Capability" - \$112.50; "Esterification and Bio Oil Upgrading" - \$1,350.00; "Steele- Solid Heat Carrier Pyrolysis Reactor" - \$467.50; "Klink- Glycine Max Resistance" - \$85.00; "Srinivasan- Elusieve Processing CIP Application" - \$497.50; "Indian Patent Application" - \$25.50 and "Srinivasan - Elusieve Processing CIP Application" - \$557.50, respectively.)

TOTAL DUE.....\$ 3,895.50

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Payment of legal fees for professional services rendered by Larry Schemmel (statements dated 5/20/13) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: "Registration - Bulldog Head" - \$71.25; "Registration - Bulldog Head in Miss. State Circle" - \$71.25; "Bulldog with MState" - \$47.50; "Registration - Cowbell in Miss. State Circle" - \$95.00; "Registration - Miss. State Banner" - \$118.75; "Registration - Mississippi State University (words)" - \$95.00; "Registration - Mississippi State University (crest)" - \$71.25; "Registration - MState" - \$118.75; "Registration - Paw Print" - \$71.25; "Registration - Interlocking MS Baseball Trademark" - \$71.25; "MSU-Patent Functional Enhancement of Antimicrobials" - \$2,657.75; "Giant Myscanthis Plant Patent Application" - \$71.25; "Method and System for Estimating Antler, Horn, and Pronghorn Size" - \$1,187.50; "Occidiofungin, a Unique Antifungal Glycopeptide Produced by a Strain of Burkholderia Contaminants" - \$2,161.25; "Remote Sensing Imagery Accuracy Analysis Method and Apparatus" - \$1,092.50; "MSU Patent- XOS Production by Autohydrolysis of Corn Fiber Separated from DDGS" - \$926.25; "Phenoxyalkyl Pyridinium Oxime Therapeutics for Treatment of Organophosphate Poisoning" - \$1,766.25; "Oral Vaccination of Fish with Live Attenuated Edwardsiella Ictaluri Vaccines" - \$2,342.25; "Crapemyrtle Plant Named (Neshoba)" - \$182.50; "Crapemyrtle Plant Named (Pascagoula)" - \$206.25; "Crapemyrtle Plant Named (Shumaka)" - \$230.00; "Crapemyrtle Plant Named (Tishomingo)" - \$451.25; "Process and Catalyst for Converting Biomass Derived Nitrogen Rich Syngas to Liquid Hydrocarbon Mixture by a Single Stage" - \$125.00; "Using Biochar, a Byproduct from Thermal Chemical Conversion of Biomass, as Container Substrate" - \$427.50; "Diethylene Tricarbamide and Diethylene Tricarbamide-Formaldehyde Condensation Resins" - \$1,472.50; "Methods of Viral and Bacterial Antigenic Drift Detection" - \$386.25; "MSU- Oxime Therapeutics- European National Application" - \$142.50; "Renewable Electrical Energy from Wind, Water, and Waves using Magnetic Supercapacitors" - \$362.50; "Error-prone PCR (epPCR) Reverse Genetics Generating Influenza Library for Phenotype Selection" - \$552.50 and "Novel Catalysts and Process for Liquid Hydrocarbon Fuel Production" - \$410.00.)

TOTAL DUE.....\$ 26,081.50

Payment of legal fees for professional services rendered by Valauskas Corder (statements dated 4/29/13, 4/29/13, 4/29/13, 4/29/13, 4/29/13, 5/22/13 and 6/19/13) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: "Provisional Wood Preservation System" - \$425.00; "Provisional Blue Stain" - \$26.25; "Flex/Fabric Power Generator" - \$250.00; "Biodiesel" - \$250.00; "Fei Yu-Converting Biomass Derived Nitrogen Rich Syngas" - \$250.00; "Fei Yu-Synthesis Gas Conversion" - \$250.00; "Bio-oil Pretreatment" - \$4,250.00 and "Non-Provisional Patent Application" - \$4,000.00, respectively.)

TOTAL DUE.....\$ 9,675.00

Payment of legal fees for professional services rendered by Hershkovitz & Associates (statements dated 4/5/13, 4/15/13, 5/2/13, 5/3/13, 5/3/13 and 5/7/13) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: "Method of Preparing Delta-9 Tetrahydrocannabinol" - \$7,665.00; "Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis" - \$1,545.50; "8-

EXHIBIT 3

August 15, 2013

Aminoquinoline" - \$3,965.00; "Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis" - \$1,566.50; "Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis" - \$1,875.50 and "Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis" - \$3,455.00, respectively.)

TOTAL DUE.....\$ 16,617.50

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 4/22/13) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: "Highly Purified Amphotericin-B" - \$456.50; "Highly Purified Amphotericin-B" - \$860.00; "Corrugated and Ported Prism Engine Nozzle for Reduction of Supersonic Jet Exhaust Noise" - \$2,112.76; "Methods for Detecting Humans" - \$899.58; "Particle Feeder" - \$356.00 and "Stabilized Formulation of Triamcinolone Acetonide" - \$304.00.)

TOTAL DUE.....\$ 4,988.84

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 5/16/13) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$38.00, \$547.00, \$162.00, \$1,911.91, \$578.00, \$237.40 and \$2,027.50, represent services and expenses in connection with intellectual property/patents.)

TOTAL DUE.....\$ 5,501.81

Payment of legal fees for professional services rendered by Butler, Snow, O'Mara, Stevens & Cannada (statements dated 5/14/13, 6/11/13, 6/17/13, 6/19/13 and 6/19/13) from the funds of the University of Southern Mississippi. (These statements represent services and expenses in connection with the following patents: "Trademark Application for the Centennial Anniversary" - \$170.00; "Trademark Application for the Centennial Anniversary" - \$2,280.00; "Lockheed - Oil Dispersant Patent" - \$3,170.00; "Photocurable Thiol-Ene Gas Permeability Membranes" - \$94.96 and "Self-Repairing Oxetane-Substituted Chitosan Polyurethane Networks" - \$697.50, respectively.)

TOTAL DUE.....\$ 6,412.46

Payment of legal fees for professional services rendered by Larry Schemmel (statements dated 5/23/13) from the funds of the University of Southern Mississippi. (These statements represent services and expenses in connection with the following patents: "Soy Protein Adhesives and Uses Thereof" - \$1,140.00; "Compositions for Protection of Skin against Thermal Insult" - \$142.50; "Application for Registration of D.E.E.P. Comprehension Service Mark" - \$387.50; "Glycerol Ester-Free Functionalized Vegetable Oil Derivatives and their Latex Compounds" - \$1,235.00 and "Nanoencapsulation of Isocyanates via Aqueous Media" - \$1,890.00.)

TOTAL DUE.....\$ 4,795.00

EXHIBIT 3

August 15, 2013

**2. SYSTEM – LOBBYISTS TO CONTRACT WITH UNIVERSITY
AFFILIATED ENTITIES**

The University of Mississippi Foundation, Inc. plans to renew its contract with Butler, Snow, O'Mara, Stevens & Cannada, PLLC to perform lobbying services within the State of Mississippi.

CONSENT

AGENDAS

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**1. MUW- REQUEST FOR APPROVAL TO PARTICIPATE IN THE NEXT
DFA/STATE AGENCY MASTER LEASE-PURCHASE PROGRAM SERIES**

MUW requests Board approval to participate in the next state agency master lease purchase series through the Mississippi Department of Finance and Administration's (DFA's) master lease program, pursuant to Miss. Code Ann. Section 31-7-10 (14). No other state universities are interested in pursuing an IHL master lease-purchase of equipment at this time, but MUW has a pressing need for the lease-purchase of up to \$750,000 in equipment. The next DFA series for state agencies will take place in or around October 2013, and MUW's participation in same would enable it to meet its current need for equipment for the university. Therefore, MUW asks that the Board grant permission for MUW to participate in the next DFA state agency master lease-purchase program series in or around October 2013 in order to lease-purchase equipment for an amount not to exceed \$750,000.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

**2. UM -REQUEST FOR APPROVAL OF CONTRACTUAL SERVICES
AGREEMENT FOR EQUIPMENT LEASE WITH BOB LADD AND
ASSOCIATES, INC.**

Agenda Item Request: The University of Mississippi (UM) requests approval to enter into a rental agreement with **Bob Ladd and Associates, Inc.** for utility and farm equipment

Contractor's Legal Name: Bob Ladd and Associates, Inc. (Ladd's)

History of Contract: New agreement.

Specific Type of Contract: Equipment rental agreement.

Purpose: The purpose of this agreement is to provide UM's athletic department with the use of miscellaneous farm and utility equipment. UM currently owns farm and utility equipment that is either near or at the end of its serviceable life cycle. In lieu of purchasing new equipment, UM is opting to lease equipment for the proposed term.

Scope of Work: Ladd's will provide the following:

- ten (10) four (4) passenger utility vehicles,
- ten (10) eight (8) passenger utility vehicles,
- nine (9) 4 wheel utility turf vehicles,
- seven (7) 4 wheel drive mid-weight fairway mowers,

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- one (1) riding trim/slope reel mower,
- one (1) self contained 3 wheel infield machine,
- two (2) tow behind debris blowers,
- one (1) tow behind large area topdresser, and
- manufacturers' full warranty for all equipment for life of contract.

Term of Contract: The term of the agreement is for forty two (42) months – October 1, 2013 through March 31, 2017.

Termination Options: The agreement may be terminated for a reduction of funds.

Contract Amount: The total cost for the forty two (42) month rental term is \$529,709.88.

Funding Source of Contract: The current agreement will be funded by self-generated athletic funds.

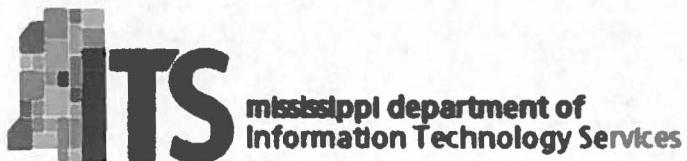
Contractor Selection Process: UM issued a Request for Bid (RFB) in February 2013. Ladd's was the only vendor to submit a proposal.

Staff Recommendation: *Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.*

3. USM – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES’ ACQUISITION

The following document represents the approval of the MS-ITS Board of the preparation of a contractual agreement with Blackboard, Inc. for the provision of Blackboard software support, maintenance and hosting services for the University of Southern Mississippi (USM). The Attorney General's staff assigned to the MS-ITS will review the agreement prior to its execution. The resulting agreement will be between Blackboard, Inc. and MS-ITS on behalf of USM.

See next page.



mississippi department of
Information Technology Services

3771 Eastwood Drive
Jackson, MS 39211-6381
Phone: 601-432-8000
Fax: 601-713-6380
www.its.ms.gov

Craig P. Orgeron, Ph.D., Executive Director

August 13, 2013

David Stilman
Chief Information Officer
University of Southern Mississippi
118 College Drive, #5181
Hattiesburg, Mississippi 39406

RE: ITS Project Number 40423: Learning Management System

Dear David:

My staff has reviewed the details of the above-referenced procurement project. Please accept this letter as certification that I have authorized the preparation of a Supplement to the Master License and Application Service Provider Agreement between ITS and Blackboard, Incorporated and a CP1 approval document in an amount not to exceed \$510,602.42. The term of the Supplement will be October 1, 2013 through September 30, 2014. The ITS Board has delegated software purchases below \$1,000,000.00 to me, so this purchase will not require ITS Board action.

Please contact Ben Garrett of my staff at 601-432-8138 if you have questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "C.P. Orgeron".

Craig P. Orgeron, Ph.D.
Executive Director

cc: ITS Project File Number 40423

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**4. USM – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES’
ACQUISITION**

The following document represents the approval of the MS-ITS Board of the commencement of contract negotiations with Venture Technologies for the provision of Cisco software support and hardware maintenance for the University of Southern Mississippi (USM). The Attorney General’s staff assigned to the MS-ITS will review any resulting contractual agreement prior to its execution. The finalized agreement will be between Venture Technologies and MS-ITS on behalf of USM.

See next page.



mississippi department of
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3771 Eastwood Drive
Jackson, MS 39211-6381
Phone: 601-432-8000
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Craig P. Orgeron, Ph.D., Executive Director

August 14, 2013

David Sliman
Chief Information Officer
University of Southern Mississippi
118 College Drive, #5181
Hattiesburg, Mississippi 39406

RE: ITS Project Number 40329: USM Cisco Smartnet Maintenance

Dear David:

My staff has completed an open and competitive procurement process for the above-referenced project. Pending successful contract negotiations, the award will be made to Venture Technologies at a total not-to-exceed 3 year lifecycle cost of \$874,912.45. The ITS Board has delegated software purchases below \$1,000,000.00 to the ITS Executive Director, so this purchase will not require ITS Board action.

Please contact Ben Garrett of my staff at 601-432-8138 if you have questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "C.P. Orgeron".

Craig P. Orgeron, Ph.D.
Executive Director

cc: ITS Project File Number 40329

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Note: Project numbers beginning with the prefix "GS" designate projects that the Bureau of Building provides management oversight for and are funded partially or wholly with state Bureau of Building bond revenues. Project numbers beginning with the prefix "IHL" designate projects that are funded from university self-generated sources including but not limited to donations, fees, and grants.

Board Policy §904(A), Board Approval

Prior to the commencement of construction, the Board must approve the exterior design of the major buildings that have aesthetic impact on the overall campus, regardless of the cost of the project. This requirement applies to all buildings and facilities on an institution's property even if the land is leased to an institution's affiliated entity or a private developer.

Board Policy §905(A), Real Estate Management

Prior Board approval is required for the execution of all leases, easements, oil and mineral leases, and timber sales. Board approval prior to the execution of a contract for the sale of real property is required for all land sales, regardless of the sale price. Prior Board approval is required for the execution of all leases, easements, oil and mineral leases, and timber sales. Request for approval of land contracts shall include property descriptions, terms of purchase, lease, or sale and intended use of the property. An institution acquiring or disposing of real property shall receive two independent appraisals. The purchase price of property to be acquired shall not exceed the average of the two appraisals. The sale price of real property shall be no less than the average of the two appraisals.

1. USM –Approval of Property Purchase – 1.98 Acres from Neil Harris

Project Request: The University of Southern Mississippi requests approval to purchase 1.98 acres of property immediately adjacent to and west of the Gulf Coast Research Lab (GCRL) from Neil Harris for \$451,000.

Purpose: The University of Southern Mississippi's GCRL is seeking Board approval to purchase 1.98 acres of property immediately adjacent to and west of the GCRL which has the only vehicular access to the property. Neil Harris, the current owner of the property, previously provided GCRL with an easement that allows access; however, at times, the current access point becomes flooded, leaving GCRL employees without the ability to enter or exit the property. By acquiring the property, GCRL can move the entrance/exit to the north end of the property ensuring access even when water covers the current access point. The purchase price of the property is \$451,000. There is concern that the price of this property will escalate in the future

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due to substantial renovations being completed on adjacent properties located west of the Harris property.

Property Description: The property is located at 639 East Beach Drive in Ocean Springs, Mississippi. The property is described as follows: a parcel of land located in the SE ¼ of the NE ¼ of Section 32 and the SW ¼ of the NW ¼ of Section 33, Township 7 South, Range 8 West, Ocean Springs, Jackson County, Mississippi.

Terms: The University of Southern Mississippi proposes to purchase the 1.98 acres of property from Neil Harris for \$451,000. The tentative closing date shall be held at a location mutually agreeable to the parties on or before January 15, 2014 or upon such earlier or later date and time per agreement by the parties. If the sale and purchase of the property contemplated by this agreement is not consummated because of the Purchaser's default or failure or refusal to perform, Seller shall have as its sole remedy the right to terminate the agreement by written notice to Purchaser.

Appraisal Requirement: The University of Southern Mississippi received two independent property appraisals for the property. The average of the two appraisals is \$451,000 for the property listed above. The university is purchasing the property from Neil Harris for \$451,000 which is the average of the property's appraised value.

Phase I Environmental Report Requirement: A Phase I Environmental Site Assessment (ESA) was conducted for the purchase of the property. Based on the site observations and research conducted it was determined that there are no recognized environmental conditions associated with the site that warrant further inquiry at the present time.

A copy of the property description and all legal documentation are on file with the Office of Real Estate and Facilities. The University of Southern Mississippi is acting in accordance with Board Policy §905(A), Real Estate Management, that requires an institution acquiring or disposing of real property to receive two independent appraisals. The purchase price of property shall not be above the average of the two appraisals.

Staff Recommendation: The Attorney General's Office has reviewed and approved this item. Board staff recommends approval of this item.

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**1. JSU – REQUESTS APPROVAL OF DR. WILLIAM McHENRY AS
LEGISLATIVE LIAISON**

The following request for Board approval of a university employee as legislative liaison is made in order to comply with Board Policy 201.0506 Political Activity. Jackson State University requests approval of Dr. William McHenry as its legislative liaison.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

2. JSU – APPROVAL OF W.T. CONSULTANTS AS IN-STATE LOBBYIST

Board Policy 201.0506 Political Activity requires annual Board approval of the use of all outside lobbyists which will perform lobbying activities within the State of Mississippi on behalf of any of the institutions prior to an institution contracting therewith. In addition, Board Policy 201.0506 requires that the Board approve the actual contract with such a lobbyist. The request for approval must include disclosure of all other clients represented by the proposed lobbyist, as well as the specific source of funding to be used for payment of the lobbyist, including expenses. The request must indicate whether funding is to be derived from state general funds or self-generated funds. Further, the contractual agreement with such an outside lobbyist to conduct in-state lobbying must provide that the agreement is either terminable at will, or it must contain a provision that provides that such contract may be terminated by IHL or the client institution if IHL or the institution determines that a new client of the lobbyist creates a conflict. Lastly, board policy requires that such lobbyists are required to apprise the Commissioner regarding lobbying activities related to IHL or any individual IHL institution, and to coordinate those activities within system strategies and processes prescribed by the IHL Board. In response to the various requirements of Board Policy 201.0506 regarding the approval requirements in order to use an outside lobbyist for lobbying activities within the State of Mississippi, the institution has submitted the following for the Board's consideration.

In accordance with revised Board Policy Bylaw 201.0506, *Political Activity*, JSU hereby requests approval of a consultant agreement between Jackson State University, Jackson State University Development Foundation and Worth Thomas of W.T. Consultants, who will provide a full scope of legislative liaison services within the state of Mississippi, with such services designed to achieve the state agency and governmental relations goals of Jackson State University.

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Lobbyist/Firm: Worth Thomas
W.T. Consultants
200 South Lamar St., Suite 1057
Post Office Box 774
Jackson 39205-0774

- Lobbyist/Firm Clients:
1. Altria Client Services, Inc.
 2. AT&T
 3. American Red Cross
 4. Biosketch
 5. Blake Enterprises
 6. Cash Depot
 7. Jackson State University
 8. MS Action for Progress
 9. Methodist Rehabilitation Inc.
 10. MS Power
 11. Millcreek, MS, a division of Acadia Health Co.
 12. Senior Day Care Centers of America

Contract Date: To Commence on the date of Execution of the Agreement
September 2013 – June 30, 2014

Contract Amount: \$80,000.00
Plus an approved expense reimbursement of \$2,500.00

Source of Funds: **No state general funds will be used.** All payments to W.T. Consultants will be made by the Jackson State University Development Foundation.

GOVERNMENT RELATION SERVICES AGREEMENT

This agreement (“Agreement”) entered into by and between **Worth Thomas dba W.T. Consultants**, (“WTC”), located at 200 South Lamar Street, Post Office Box 774, Jackson, MS 39205 and **Jackson State University (“JSU”), and Jackson State University Development Foundation**, located at 1400 J.R. Lynch Street, Jackson, MS 39217.

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1. SCOPE OF SERVICES. WTC agrees to provide consulting services with respect to state agencies and officials within the State of Mississippi to include (without limitation) direct communication with legislators or other officials concerning relevant legislation, as part of JSU exploring the best possible avenues for implementation of its legislative and economic development agenda. Consultant will coordinate all services and activities with the President of Jackson State University, and/or any representative designated by the President. WTC agrees to comply with all laws, registration or any other requirements of any governing body overseeing such Services as performed in this Agreement, including but not limited to, the compliance requirements of the Lobbying Law Reform Act of 1994 as well as Mississippi Code § 37-101-15(d), as well as any by-laws of the Mississippi Institutions of Higher Learning, Board of Trustees. WTC agrees to adhere to the requirements of the Mississippi State Institutions of Higher Learning bylaws, including IHL Board Policy 201.0506(3), as amended and as may be hereafter revised. Specifically, WTC agrees to apprise the IHL Board, through the Commissioner, of all new clients after engaging the client or clients. Under Policy 201.0506 (3), WTC shall also apprise the Commissioner regarding lobbying activities related to IHL or any individual IHL institution and shall coordinate those activities within system strategies and processes prescribed by the Board.

2. REQUIRED FILINGS. WTC shall register as a lobbyist, and file required periodic reports, for JSU with the Secretary of State of Mississippi relating to lobbying laws in Mississippi. WTC will also advise and assist JSU, at its request, in fulfilling all JSU-related reporting as required under State Lobbying laws.

3. TERM OF AGREEMENT. The Term of this Agreement shall commence on the date of execution of this Agreement (_____, 2013) and shall continue in full force to **June 30, 2014**, unless otherwise terminated as provided herein. This Agreement may be renewed for an additional period(s) upon written mutual agreement of both parties.

4. PAYMENT. Compensation for Services performed under this agreement shall be \$80,000.00. WTC will be paid quarterly, as follows:

September 30, 2013 \$20,000.00

December 31, 2013 \$20,000.00

March 31, 2014 \$20,000.00

June 30, 2014 \$20,000.00

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5. EXPENSES. WTC will be reimbursed for approved reasonable and necessary expenses incurred in performance of services under this Agreement up to a maximum of \$2,500.00. Invoices for expenses reimbursable hereunder shall be rendered monthly in arrears and shall be due within forty-five (45) days of receipt of invoice. WTC agrees to provide reasonable documentation in support of any reimbursement requests.

6. ADDITIONAL TERMS AND CONDITIONS. All terms and conditions that Jackson State University is required to follow by law, relevant Federal Management Circulars, the Code of Federal Regulations, JSU policy, and governing board bylaws must be adhered to by WTC.

7. TERMINATION. Either party may terminate this Agreement upon thirty (30) days prior written notice to either party. This Agreement will automatically terminate if JSU does not receive funding for such services. Upon termination, any payment earned and unpaid to WTC shall be paid in full within forty-five (45) days of JSU's receipt of such invoice. Services performed through a portion of a quarter shall be prorated in accordance with the date of termination.

8. REPORTS. Reports shall be submitted to JSU on a continuous basis, including a report at the end of each project period, and a Final Report to be submitted no later than ten (10) days after the initial term of this contract ends, and after any additional terms agreed to between the parties.

9. RELATIONSHIP. The parties understand that WTC is an independent contractor with respect to JSU and not an employee of JSU. This Agreement is neither intended to nor will it be construed as, creating any other relationship, including one of employment, joint venture, or agency.

10. ENTIRE AGREEMENT. This instrument constitutes the entire Agreement of the parties with respect to the subject matter written.

11. CLIENT IDENTIFICATION. WTC represents that it has disclosed a list of its clients as of the date that his Agreement is executed, and WTC agrees to disclose the identity of all new clients which are acquired by WTC during the term of this Agreement (and any extensions thereof) to IHL and JSU. If IHL or JSU determines that a conflict of interest exists in regard to clients of WTC, then JSU may elect to terminate this Agreement by written notification.

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12. MISSISSIPPI AGENCY PROVISIONS.

Nondiscrimination. The parties agree to comply with all applicable state and federal laws, rules, and regulations governing equal employment opportunity, immigration, e-verify, and nondiscrimination.

Conflict of Interest. This Agreement is subject to Section 25-4-101 of the Mississippi Code Annotated, as amended. This Agreement may be cancelled if any person significantly involved in the initiating, negotiating, securing, drafting or creating of the Agreement on behalf of the University is an employee, consultant, or agent of any other party to this agreement. Should this Agreement violate a Mississippi Conflict of Interest law, the Agreement may be declared void.

Records. The parties shall retain all records directly relating to this Agreement during the Agreement's term and for a minimum of an additional three (3) years. Further, such records will be available at reasonable times for inspection and audit by University or the State of Mississippi during the term of this agreement and for three (3) years thereafter. A copy of the records shall be provided at Jackson State University in Jackson, Mississippi, upon request.

Failure of Legislature to Appropriate. If University's performance under this agreement depends upon the appropriation of funds by the Mississippi Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then the University may provide written notice of such non-appropriation and cancel this Agreement without further obligation of the University.

E-Verify. The Parties represent and warrant that each will ensure its compliance with the Mississippi Employment Protection and will register and participate in the status of verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Parties agree to maintain records of such compliance and, upon request of the State of Mississippi, to provide a copy of each such verification to the State of Mississippi. The Parties further represent and warrant that any of its employees assigned by such Party to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Parties understand and agree that any breach of these

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warranties may subject the Parties to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice off such cancellation/termination being made public, or (b) the loss of any license, permit, certificate or other document granted to such Party by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both.

Mississippi Law. This Agreement shall be governed and construed according to the laws of the State of Mississippi.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate counterparts, each of which shall be deemed an original, but both of which shall constitute a single instrument.

W.T. CONSULTANTS
200 South Lamar Street, Suite 1057
P.O. Box 774
Jackson, MS 39205-0774

JACKSON STATE UNIVERSITY
Office of the President
1400 J. R. Lynch Street
Jackson, MS 39217

Worth Thomas, Consultant
Tax I.D. N UMBER: 16 – 1655028

Date: _____

Dr. Carolyn W. Meyers, President

Date: _____

JACKSON STATE UNIVERSITY
DEVELOPMENT FOUNDATION

David Hoard, Executive Director

Date: _____

STAFF RECOMMENDATION: Board staff recommends approval of this item.

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**3. JSU – APPROVAL OF POLSINELLI SHUGHART PC AS FEDERAL
LOBBYING CONSULTANT**

Board Policy 201.0506 Political Activities requires IHL Board approval annually of all outside lobbyists which are to perform lobbying activities outside the State of Mississippi on behalf of any of our institutions prior to an institution contracting therewith. Therefore, the following request for approval to use a federal lobbyist is submitted for your consideration.

JSU hereby seeks approval of a consultant relationship between JSU and Polsinelli Shughart PC, who will provide lobbying services on behalf of the University regarding: (i) the formulation, modification or adoption of federal legislation, rules, regulations, executive orders or any other program, policy or position of the United States government, and/or (ii) the administration or execution of a federal program or policy, designed to achieve the governmental relations goals of the University. JSU represents that this relationship does not involve lobbying within the state of Mississippi or to the Mississippi Legislature, including its various committees.

Lobbyist/Firm: Polsinelli Shughart PC
1152 15th Street, N.W.
Suite 800
Washington DC 20005-1723

Federal ID#: 43-1064260

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

**4. SYSTEM – APPROVAL OF INTER-AGENCY AGREEMENT FOR THE
PROVISION OF LEGAL SERVICES FOR THE FISCAL YEAR 2014 BETWEEN
IHL AND THE ATTORNEY GENERAL’S OFFICE**

Board approval is requested of a new inter-agency agreement for the provision of legal services for fiscal year 2014, between IHL and the Attorney General’s Office. No terms of the new contract are changing from last year’s contract except for the total amount increasing from \$402,302.97 to \$402,907.87, due to salary adjustments for Attorney General’s staff at IHL that began in August of 2013.

The proposed new inter-agency agreement is as indicated below:

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STATE OF MISSISSIPPI

COUNTY OF HINDS

**INTER-AGENCY AGREEMENT
FOR THE PROVISION OF LEGAL SERVICES
FOR THE FISCAL YEAR 2014**

THIS AGREEMENT is entered into on the day and date hereinafter recited between the Office of the Attorney General, who may be hereinafter known as "OAG" and the Board of Trustees of State Institutions of Higher Learning which may be hereinafter known as "IHL", both of which may be hereinafter known as "Parties", for the purpose of providing legal services to IHL and its subordinate institutions during the fiscal year beginning July 1, 2013.

WHEREAS, the Attorney General is the Chief Legal Officer of the State of Mississippi and is charged by the Constitution with the management of legal affairs for the State; and,

WHEREAS, it is the intent of the Parties that legal representation shall be provided on a system-wide basis; and,

WHEREAS, the Parties agree that such representation shall be supervised by the Attorney General and must afford consistent representation to each institution in the system; and,

WHEREAS, the IHL shall maintain oversight over the responsibilities of the attorneys approved by the OAG,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

FOR AND IN CONSIDERATION of the mutual benefits which will accrue to each Party from this Inter-Agency Agreement, which may be hereinafter known as the "Agreement", and the mutual promises and covenants made and set out herein by the Parties, and other good and valuable consideration, the receipt and sufficiency of which is all hereby acknowledged, the Office of the Attorney General and the Board of Trustees of State Institutions of Higher Learning does hereby agree and contract that:

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1. Upon payment by IHL of the consideration stated in the Agreement, the Office of the Attorney General will:
 - a. Provide at all times no less than three (3) full-time staff attorneys (either Assistant Attorneys General or Special Assistant Attorneys General) to assist the Commissioner of Higher Education, the Board of Trustees, the Board Staff, and the various institutions of the IHL system in managing and conducting the day-to-day legal affairs of IHL, its offices and subordinate institutions. Said attorneys, one of whom shall be designated "Section Head" shall comprise the "IHL Education Section" of the OAG and shall be located at IHL offices or such places as may be designated by IHL.
 - b. Properly supervise, direct, and control the attorneys provided pursuant to the terms and conditions of this contract, pursuant to OAG's statutory duties found in Miss. Code Ann., §7-5-1, et seq., as amended, and other applicable statutes.
 - c. Provide personnel such as secretarial, clerical and support staff, and updated computer hardware and software, as shall be necessary in the premises for the faithful performance of all terms and conditions of this contract.
 - d. Provide, for the supervision of the attorneys procured to satisfy the terms and conditions of this contract, a section head, who shall be appointed by OAG, subject, however, to the approval, pursuant to Subsection (e), below, of IHL. The individual chosen as Section Head of the IHL Education Section shall be designated either an Assistant Attorney General or a Special Assistant Attorney General, who shall be assigned to IHL and the Commissioner of Higher Education. The individual shall be an attorney of the highest caliber, with extensive experience in administrative law, public procurement, the law of higher education and litigation. The individual so chosen by the Attorney General shall act as the legal advisor to IHL and the Commissioner of Higher Education and the Institutions. The individual chosen shall coordinate the legal affairs of IHL with the Commissioner and those attorneys assigned to the IHL Board Office as well as those authorized by paragraph (2) hereof. The individual shall further coordinate the legal activities of the above attorneys to provide

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for effective legal representation to IHL. Expertise will be developed and maintained among the attorneys assigned to IHL in areas necessary to provide quality and effective legal representation.

- e. Assign attorney personnel procured to satisfy the terms and conditions of this contract after:
 - i. The attorneys have been recommended in writing by OAG to the Board; and
 - ii. The Board's designee(s) has participated in an interview and selection process for said attorneys.

In the event that circumstances require the services of legal counsel in addition to the three attorneys from the Attorney General's Office provided herein, the Attorney General may make a temporary assignment of such counsel, subject to the prior approval of the Legal Committee of the Board of Trustees or the prior approval of the President of the Board, Chairperson of the Legal Committee, and the Commissioner.

2. Any State institution of higher learning may request the OAG to perform legal services relating to patents, trademarks and copyrights separate and apart from paragraph 1 above. Upon approval of a request by the OAG, such services will be performed by an attorney who is registered to practice before the U.S. Patent and Trademark Office. The IHL shall pay \$95 per hour for such services. The OAG shall have the authority to approve and associate other legal counsel when appropriate for specific purposes relating to international or foreign patents, trademarks, and copyrights. The OAG will provide monthly invoices to each institution identifying in reasonable detail the services performed and the attorney(s) who performed the services. Payment will be made by the institution to the OAG within 45 days of the invoice date.

3. Mississippi State University, the University of Mississippi, the University of Southern Mississippi, the University of Mississippi Medical Center, the Mississippi University for Women, Jackson State University, and such other institutions as authorized by the Board and approved by the Attorney General may employ or retain, at their own expense, legal representation in excess of that hereinabove provided. Each of said attorneys so engaged shall be, subject to the approval of the Attorney General, designated as a Special Assistant Attorney General. Each attorney so engaged shall administer the day-to-day legal affairs of their client, and coordinate same with the Section Head of the Attorney General's Education Section at the IHL Office and shall

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make such reports to OAG as said Attorney General may require. Each campus based attorney may have assigned to them other duties by the chief executive officer.

4. Litigation in which the IHL is involved may require the services of attorneys employed by the Attorney General other than those designated in paragraph 1.a. The IHL shall pay the OAG \$65 per hour for such litigation services. The OAG shall provide monthly statements to the IHL identifying in reasonable detail the legal services performed and the attorney(s) who performed such services and IHL shall provide payment for such services within 45 days of the invoice date.

5. An annual litigation report shall be furnished to IHL through the Office of the Commissioner of Higher Education. The report will be submitted by the OAG by July 31, 2014, summarizing the services provided by OAG. This Annual Report shall document hours worked by the Education Section attorneys, broken down by institution and type of service. The Report shall be reviewed by the parties and may be used as a basis for future contractual relations.

6. IHL agrees to:

- a. Provide office space for three (3) attorneys assigned by OAG in performance of this contract, in the Education and Research Center, or at such other place as may be deemed necessary and proper by the Commissioner of Higher Education.
- b. Pay unto OAG, one-half in July and one-half in January, a total yearly sum not exceeding Four Hundred Two Thousand, Nine Hundred Seven and 87/100 Dollars (\$402,907.87) for the good and faithful performance of all of the terms and conditions of this contract. The contract amount includes Seven Thousand Five Hundred Dollars (\$7,500.00) for reimbursement of registration, travel and other expenses relating to continuing legal education courses and seminars addressing issues relevant to higher education attended by IHL Education Section attorneys.
- c. Provide all necessary supplies, legitimate travel expenses and other costs.

7. Both OAG and IHL agree:

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- a. That this Agreement is terminable at the instance of either Party upon the giving of thirty (30) days written notice to the other Party.
- b. That this Agreement may be amended in writing if both parties consent in writing to amendment thereof.
- c. That the terms and conditions of the Agreement are severable. Should any terms or conditions of this Agreement be invalidated by a court of competent jurisdiction, the other terms and conditions shall remain in full force and effect unless modified or terminated as hereinabove set out.
- d. That any written notice required herein may be made by mailing said notice by certified mail, United States Mail, postage prepaid, to the following:

OFFICE OF THE ATTORNEY
GENERAL
Jim Hood
Attorney General
Post Office Box 220
Jackson, Mississippi 39205

INSTITUTIONS OF HIGHER LEARNING
Dr. Hank Bounds
Commissioner of Higher Education
3825 Ridgewood Road
Jackson, Mississippi 39211

WITNESS OUR SIGNATURES, this the _____ day of _____, 2013.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS
OF HIGHER LEARNING**

Bob Owens, President

**BOARD OF TRUSTEES OF STATE INSTITUTIONS
OF HIGHER LEARNING**

Dr. Hank Bounds
Commissioner of Higher Education

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OFFICE OF THE ATTORNEY GENERAL

Jim Hood, Attorney General

STAFF RECOMMENDATION: Board staff recommends approval of this item.

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APPROVAL OF PERSONNEL ACTION REQUESTS

1. Employment

DSU

Dr. E.E. Butch Caston; *interim* Provost and Vice President of Academic Affairs; salary of \$172,509, per annum, pro rata; E&G funds; effective September 1, 2013

Dr. Charles McAdams; Provost and Vice President of Academic Affairs; salary of \$165,000, per annum, pro rata; E&G funds; effective December 1, 2013

MVSU (Hire with Tenure-also reported under Tenure Section Below)

Barbara Newsome, Assistant Professor of Social Work; salary of \$55,000, per annum, pro rata; E&G funds; **hired with tenure**, effective August 19, 2013

2. Change of Status

USM

Patricia Biesiot, *from* Assistant Dean of Science and Technology and Associate Professor of Biological Sciences; salary of \$77,176, per annum, pro rata; E&G Funds; *to* Interim Dean of Science and Technology and Associate Professor of Biological Sciences; salary of \$117,176 per annum, pro rata, E&G Funds; effective September 1, 2013

3. Tenure

MVSU– Nine-month contract effective August 19, 2013

Barbara Newsome, Assistant Professor of Social Work (*New hire with tenure*)

REGULAR AGENDAS

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1. MSU-REQUEST FOR APPROVAL OF PURCHASE OF HIGH-PERFORMANCE COMPUTING SYSTEM

Agenda Item Request: Mississippi State University (MSU) requests approval to enter into an agreement with **Cray, Inc.** for the purchase of a high performance computer system for the MSU High Performance Computing Collaboratory.

Contractor's Legal Name: Cray, Inc. (Cray)

History of Contract: New agreement.

Specific Type of Contract: Purchase agreement.

Purpose: The purpose of this agreement is to purchase a fully integrated computer system that will be designed and produced according to university specifications. The unique system will feature Cray CS300 liquid-cooled supercomputers with GreenBlade technology, the latest Intel processors, Cray's Advanced Cluster Engine (ACE) management software and other high-level components. The equipment will be designed to specifically meet the university's large scale computing needs in the area of research which requires high performance computing.

Scope of Work: Cray will provide a complete high level computer system; delivery and on-site assembly of the equipment; and, a three (3) year remote assistance and telephone support service plan.

Term of Contract: The agreement is for the immediate one-time purchase and installation of equipment. However, under the included "Standard Plus" Depot Maintenance and Support plan, MSU shall receive support services for the *approximate* period of December 1, 2013 through November 30, 2016.

Termination Options: The agreement may be terminated by either party upon thirty (30) days written notice for a breach of the agreement; upon the rejection at delivery of the equipment; and, for a failure by Cray to comply with the federal E-Verify Program.

Contract Amount: The total contract cost for the purchase of the equipment, delivery and assembly services and the three (3) year maintenance and support services plan is \$1,578,239.

Funding Source of Contract: The current agreement will be funded by overhead recovery and other designated funds.

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Contractor Selection Process: MSU issued an Invitation for Bids in July 2013. Cray, Inc. was the only vendor to submit a proposal.

Staff Recommendation: Based on Board Policy 707.01, *Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000.* The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.

2. UMMC-REQUEST FOR APPROVAL OF LEASE AGREEMENT WITH RIVER OAKS HOSPITAL

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a lease agreement with **River Oaks Hospital, LLC** to lease 12,175 square feet of clinical space at the Flowood Capital Center in Flowood, Mississippi.

Contractor's Legal Name: River Oaks Hospital, LLC (River Oaks)

History of Contract: New agreement. UMMC currently leases clinical space in West Jackson which is used primarily for the training of its family medicine residents. Due to a decline in patient volume at that location, UMMC has found it necessary to relocate the Family Medicine Center clinic to another local area in order to increase patient volume. UMMC must provide a certain level of patient practice volume to its residents specializing in family medicine in order to meet requirements of the Accreditation Council of Graduate Medical Education. (ACGME).

Specific Type of Contract: Lease agreement.

Purpose: The purpose of this agreement is to provide clinical space for UMMC's Family Medicine Center at the newly constructed Flowood Capital Center at River Oaks for use in providing both patient care services and clinical training for family medicine residents.

Scope of Work: Under the agreement, River Oaks will provide utilities, janitorial services, and will make repairs caused by fire or other casualty.

UMMC is responsible for using the premises only for those services as allowed by the lease agreement, allowing only licensed providers to provide clinical care on the premises, providing services only to UMMC patients, making minor repairs caused by and in the event of relocation, and disposal of medical waste.

Term of Contract: The term of the agreement is for three (3) years, October 1, 2013 through September 30, 2016.

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Termination Options: The agreement may be terminated for the following:

- by either party in the event the premises is damaged by fire or other casualty and River Oaks elects to not restore the premises within sixty (60) days,
- by River Oaks, upon thirty (30) days notice of opportunity to cure, in the event the property is not used for the purposes set forth in the agreement,
- by either party due to a total destruction of the building,
- in the event the premises is taken as a result of eminent domain, condemnation or by deed in lieu of foreclosure,
- by either party for a default by the other party of the agreement,
- an inability to agree to renegotiated contract terms in the event a change in law occurs that materially restricts or prohibits the rights of either party or otherwise makes it desirable for the parties to renegotiate the agreement,
- by either party for any reason upon one hundred twenty (120) days written notice,
- by either party for debarment, and
- reduction of funds.

Contract Amount: The total estimated contract cost for the three (3) year lease term is \$1,343,279.93. This amount includes monthly rent, a nominal annual rate adjustment to allow for potential increases in maintenance costs and utilities, and a potential fee for repairs made in the event and at the time UMMC vacates the premises.

Funding Source of Contract: The current agreement will be funded by general funds.

Contractor Selection Process: A competitive selection process was not initiated. UMMC states that the location was selected due to its proximity to the Main Campus.

Staff Recommendation: *Based on Board Policy 707.01, Personal Property and Service Contracts, Board approval is required prior to execution of leases in an amount greater than \$100,000. However, Board approval is required prior to execution of all oil, gas and mineral leases, regardless of amount. The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.*

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**1. SYSTEM – REQUEST FOR APPROVAL FOR FIRST READING OF NEW
POLICY 1105.01 INSTITUTIONAL REAL PROPERTY**

Board approval for first reading is requested regarding the below indicated proposed new Board Policy 1105.01 Institutional Real Property. The following new policy is proposed in order to clarify that all campus grounds and facilities are dedicated for the specific purpose of furthering the missions of the institutions, and that all persons on such institutional property must abide by all applicable laws and regulations, as well as the policies of the Board and the institution, or be removed from same.

1105.01. INSTITUTIONAL REAL PROPERTY

All real property on the campus of any institution of higher learning (which includes the Education and Research Center housing the Board's Executive Offices and the Universities Center, as well as our eight state universities), including without limitation all campus grounds, buildings, facilities, stadiums or other improvements, that is owned, leased, used, or otherwise controlled by an institution ("Institutional Property"), is dedicated for the specific purpose of furthering the educational, research, and/or service missions of the institution. Institutional Property is routinely utilized for institutional activities and events which can present safety and security issues for the institution and the Board. Therefore, all persons on Institutional Property must abide by all applicable laws and regulations as well as policies of the institution and the Board in order to further the missions of the institution and for the protection of the students, employees and guests of the institution.

An institution may deny or condition entrance onto or into Institutional Property or remove from the same, any person whose presence interferes with or does not advance the institution's missions or any person who violates or refuses to comply with any Board or institutional policy or applicable law or regulation. Under no circumstances shall Institutional Property be utilized to carry out unlawful activity.

STAFF RECOMMENDATION: Board staff recommends approval of this item

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**SYSTEM-NOTIFICATION OF APPROVAL OF ONE JSU ITEM AND TWO MVSU
ITEMS RELATED TO STUDENT HOUSING**

- a. **JSU** – At a special called meeting on August 12, 2013, the Board approved the request to enter into an agreement with BAPU Hotels, LLC d/b/a Travelodge to lease the Travelodge Hotel property to provide housing for students for the 2013-2014 academic year. JSU will have the use of 120 hotel rooms, all common areas and parking spaces. This is a nine (9) month agreement that provides JSU off-campus housing for 250 students. The lease term is August 17, 2013 through May 21, 2014 with an option to renew for up to (2) one-year terms. The total cost for the nine (9) month term is \$805,768 which includes monthly rent, installation of fencing, and specific property alterations.
- b. **MVSU** – On August 22, 2013, the Commissioner, Trustee Owens, and Trustee Perry approved the request to enter into an agreement with Chawla Enterprises, Inc. d/b/a Rodeway Inn of Greenwood to lease up to thirty-five (35) hotel rooms to provide housing for students for the Fall 2013 academic term. This is a four (4) month agreement that provides MVSU off-campus housing for approximately 119 students. The lease term is August 22, 2013 through December 13, 2013 with an option to renew for up to (2) one-year terms. The total rental cost for the four (4) month term is \$155,610.
- c. **MVSU** – On August 22, 2013, the Commissioner, Trustee Owens, and Trustee Perry approved the request to enter into an agreement with ASR, Inc. d/b/a Three Rivers Inn and Suites to lease up to forty-five (45) hotel rooms to provide housing for students for the Fall 2013 academic term. This is a four (4) month agreement that provides MVSU off-campus housing for approximately 119 students. The lease term is August 22, 2013 through December 13, 2013 with an option to renew for up to (2) one-year terms. The total rental cost for the four (4) month term is \$202,800.

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SYSTEM - REPORT OF PAYMENTS TO OUTSIDE COUNSEL

Legal fees approved for payment to outside counsel in relation to litigation and other matters:

Payment of legal fees for professional services rendered by Ware/Gasparian (statements dated 7/19/13 and 8/1/13) from the funds of Mississippi State University. (These statements, in the amounts of \$5,050.00 and \$333.40, respectively, represent services and expenses in connection with labor certification.)

TOTAL DUE.....\$ 5,383.40

Payment of legal fees for professional services rendered by Evans Petree (statements dated 7/8/13 and 8/6/13) from the funds of the University of Mississippi. (These statements, in the amounts of \$2,950.00 and \$5,850.00, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 8,800.00

Payment of legal fees for professional services rendered by Baker, Donelson, Bearman, Caldwell & Berkowitz (statements dated 8/9/13 and 8/16/13) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$357.00 and \$205.00, respectively, represent services and expenses in connection with litigation matters.)

TOTAL DUE.....\$ 562.00

Payment of legal fees for professional services rendered by Butler, Snow, O'Mara, Stevens & Cannada (statement dated 8/8/13) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$13,640.20, represents services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 13,640.20

Payment of legal fees for professional services rendered by Kitchens Hardwick & Ray (statements dated 5/1/13, 7/3/13, 7/3/13, 7/3/13, 7/3/13, 7/3/13, 8/5/13 and 8/6/13) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$10,890.00, \$1,452.00, \$511.50, \$4,887.45, \$2,244.00, \$11,846.65, \$4,887.45, \$5,643.00 and \$5,362.50, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 47,724.55

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Payment of legal fees for professional services rendered by Watkins & Eager (statement dated 5/23/13) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$6,080.45, represents services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 6,080.45

Payment of legal fees for professional services rendered by Bryan Nelson (statement dated 7/16/13) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$5,065.50, represents services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 5,065.50

Payment of legal fees for professional services rendered by Mayo Mallette (statements dated 7/23/13 and 8/8/13) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$297.64 and \$528.00, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 825.64

Legal fees approved for payment to outside counsel in relation to patent and other matters:

Payment of legal fees for professional services rendered by Butler, Snow, O'Mara, Stevens & Cannada (statements dated 7/23/13) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: "Micro-Fluidic Device for Measuring Osmotic Second Virial Coefficients" - \$1,070.00; "Live Attenuated Catfish Vaccine" - \$270.00; "Klink - Glycine Max Resistance" - \$90.00 and "Klink - Glycine Max Resistance" - \$540.00.)

TOTAL DUE.....\$ 1,970.00

Payment of legal fees for professional services rendered by Larry Schemmel (statements dated 7/10/13) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: "Registration - Bulldog Head" - \$237.50; "Registration - Bulldog Head in Miss. State Circle" - \$142.50; "Registration - Bulldog with MState" - \$95.00; "Registration - Cowbell in Miss. State Circle" - \$213.75; "Registration - Miss. State Banner" - \$356.25; "Registration - Mississippi State University (words)" - \$356.25; "Registration - Mississippi State University (crest)" - \$71.25; "Registration - MState" - \$118.75; "Registration - Paw Print" - \$142.50; "Registration - Interlocking MS Baseball Trademark" - \$142.50; "Method and System for Estimating Antler, Horn, and Pronghorn Size of an Animal Pro & Utility Application" - \$1,457.50; "Occidiofungin, A Unique Antifungal Glycopeptide Produced by a Strain of Burkholderia Contaminants" - \$1,543.75; "Occidiofungin, A Unique Antifungal Glycopeptide" - \$118.75; "XOS Production by Autohydrolysis of Corn Fiber Separated from DDGS" - \$3,562.50; "Generation of Imazapic Resistance Switchgrass

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Population" - \$5,035.00; "Crape myrtle Plant Named (Neshoba)" - \$47.50; "Crape myrtle Plant Named (Pascagoula)" - \$23.75; "Crape myrtle Plant Named (Sequoyah)" - \$23.75; "Crape myrtle Plant Named (Shumaka)" - \$23.75; "Crape myrtle Plant Named (Tishomingo)" - \$23.75; "Using Biochar, a Byproduct from Thermal Chemical Conversion of Biomass, as Container Substrate" - \$2,362.50; "National Filing from Occidiofungin PCT Application-Europe" - \$583.75; "Diethylene Tricarbamide and Diethylene Tricarbamide-Formaldehyde Condensation Resins-Divisional Application" - \$950.00 and "Oxime Therapeutics-European National Application" - \$190.00.)

TOTAL DUE.....\$ 17,943.75

Payment of legal fees for professional services rendered by Valauskas Corder (statements dated 7/31/13) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: "Fei Yu - Converting Biomass Derived Nitrogen Rich Syngas" - \$750.00; "Bio-Oil Pretreatment" - \$70.00 and "Blue Stain System" - \$327.50.)

TOTAL DUE.....\$ 1,147.50

Payment of legal fees for professional services rendered by Armstrong Teasdale (statements dated 5/22/13, 6/13/13 and 6/13/13) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: "Systems and Methods for Detecting Transient Acoustic Signals" - \$487.50; "Systems and Methods for Detecting Transient Acoustic Signals" - \$3,328.50 and "Systems and Methods for Underwater Reconnaissance" - \$2,365.00, respectively.)

TOTAL DUE.....\$ 6,181.00

Payment of legal fees for professional services rendered by Butler, Snow, O'Mara, Stevens & Cannada (statements dated 5/16/13, 6/20/13 and 7/31/13) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: "Animal Model of Anxiety and Depression" - \$180.00; "Animal Model of Anxiety and Depression" - \$6,747.50 and "Animal Model of Anxiety and Depression" - \$395.00, respectively.)

TOTAL DUE.....\$ 7,322.50

Payment of legal fees for professional services rendered by Hershkovitz & Associates (statements dated 6/7/13, 6/13/13, 6/24/13, 6/26/13, 6/30/13, 7/1/13, 7/22/13, 7/26/13, 8/2/13, 8/6/13, 8/13/13 and 8/14/13) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: "Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis" - \$501.16; "Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis" - \$1,669.50; "Novel Selective Inhibitors of Prolylcarboxypeptidase" - \$1,461.50; "Novel Selective Inhibitors of

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Prolylcarboxypeptidase" - \$507.50; "Highly Selective Sigma Receptor Ligands" - \$4,060.50; "Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis" - \$1,413.50; "Preparation of Pre-coated RP Rotors & Universal Chromatorotors" - \$157.00; "Compositions for Prevention/Prophylactic Treatment of Poison Ivy" - \$771.22; "Highly Selective Sigma Receptor Radioligands" - \$509.50; "Novel Selective Inhibitors of Prolylcarboxypeptidase" - \$267.50; "Highly Molecular Weight Polysaccharide Fraction from Aloe Vera with Immunostimulatory Activity" - \$1,065.00 and "Compositions for Prevention/Prophylactic Treatment of Poison Ivy" - \$312.00, respectively.)

TOTAL DUE.....\$ 12,695.88

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 5/16/13, 5/16/13, 5/16/13, 5/16/13, 5/16/13, 5/16/13, 6/20/13, 6/20/13, 6/20/13, 7/15/13, 7/15/13, 7/15/13 and 7/15/13) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: "Methods for Detecting Humans" - \$350.00; "Methods for Detecting Humans" - \$660.00; "Stabilized Formulation of Triamcinolone Acetonide" - \$1,488.00; "Stabilized Formulation of Triamcinolone Acetonide" - \$310.00; "A Stable Plasmonic Cluster of Molecular Definition" - \$93.00; "Formulation for the Treatment of Hypertrophic Scar" - \$310.00; "Stabilized Formulation of Triamcinolone Acetonide" - \$404.00; "Stabilized Formulation of Triamcinolone Acetonide" - \$2,224.00; "Stabilized Formulation of Triamcinolone Acetonide" - \$2,528.50; "Compositions Comprising Highly Purified Amphotericin-B" - \$178.00; "Methods for Detecting Humans" - \$428.50; "Methods for Detecting Humans" - \$3,522.00; "Stabilized Formulation of Triamcinolone Acetonide" - \$464.13 and "Formulation for the Treatment of Hypertrophic Scar" - \$186.00, respectively.)

TOTAL DUE.....\$ 13,146.13

Payment of legal fees for professional services rendered by Larry Schemmel (statements dated 6/23/10, 6/23/10, 6/23/10, 7/12/13, 7/12/13, 7/12/13, 7/12/13, 7/12/13 and 7/12/13) from the funds of the University of Southern Mississippi. (These statements represent services and expenses in connection with the following patents: "Compositions for Protection of Skin against Thermal Insul." - \$2,635.00; "Soy Protein Adhesives and Uses Thereof" - \$170.00; "Provisional Application Filing Fee" - \$110.00; "Soy Protein Adhesives and Uses Thereof" - \$2,470.00; "Compositions for Protection of Skin against Thermal Insul." - \$475.00; "Glycerol Ester-Free Functionalized Vegetable Oil Derivatives and their Latex Compounds" - \$1,101.25; "Nanoencapsulation of Isocyanates via Aqueous Media" - \$855.00; "Functionally Gradient Polymeric Materials" - \$1,850.00; "Cyclopentadiene Derivatives for Carbon-Carbon Composites" - \$1,850.00 and "Glycerol Ester-Free Functionalized Vegetable Oil Derivatives and their Latex Compounds-EPO" - \$665.00, respectively.)

TOTAL DUE.....\$ 12,181.25

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
ADMINISTRATION/POLICY
September 19, 2013
Page 1 of 5**

1. SYSTEM – COMMISSIONER’S NOTIFICATION OF APPROVAL

The following items have been approved by the Commissioner on behalf of the Board and are available for inspection in the Board Office.

- a. **MSU** – In accordance with Board Policy 1107 Enactment of Traffic Rules and Regulations, “the Board hereby delegates to the Commissioner of Higher Education the power to approve and authorize the enactment of such university traffic rules and regulations, which shall include university parking and traffic fines and fees, on behalf of the Board.” On September 3, 2013, the Commissioner approved the Policies for Traffic Rules and Regulations for Mississippi State University.
- b. **MSU** - In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On August 28, 2013, the Commissioner approved the request to addend/extend the current lease agreement with Brico Properties, LLC and Brian Moore Realty, LLC (Brico). This agreement is for the lease of approximately 785 square feet that is being used as administrative office space for the Excel by 5 Project which is affiliated with The Early Childhood Institute at MSU. The current lease with Brico for this space was approved by the Commissioner in September 2011 for a two (2) year period, January 1, 2012 - December 31, 2013. The proposed addendum will extend the agreement for twelve (12) months or through December 31, 2014. MSU will continue to pay \$930 monthly for the lease of the space. The total cost for the extension is \$11,160. The Executive Office legal staff have reviewed and approved the contract documents.
- c. **UM** - In accordance with Board Policy 1107 Enactment of Traffic Rules and Regulations, “the Board hereby delegates to the Commissioner of Higher Education the power to approve and authorize the enactment of such university traffic rules and regulations, which shall include university parking and traffic fines and fees, on behalf of the Board.” On August 5, 2013, the Commissioner approved the Parking & Traffic Rules and Regulations 2013-2014 for the University of Mississippi.
- d. **UM** - In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On August 29, 2013, the Commissioner approved the request by the University of Mississippi Research Foundation (UM) operating as Insight Park for retroactive approval of a

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING**INFORMATION AGENDA****ADMINISTRATION/POLICY****September 19, 2013****Page 2 of 5**

revenue generating lease agreement with the University of Mississippi School of Education – National Institute for School Leadership (NISL), an educational organization. UM has stated that the lease was reviewed and approved by the Real Property Management division of the Mississippi Department of Finance and Administration thus delaying submission to IHL and resulting in the need for retroactive approval. The agreement is for the lease of approximately 807 square feet of meeting, office and instructional space at Insight Park as space is not readily available in Guyton Hall where the School of Education is located. NISL will use the space to provide professional development for educators across the State of Mississippi. The lease term is for a twelve (12) month period, July 1, 2013 through June 30, 2014. UM will receive \$1,277.75 monthly for the lease of the space. The total revenue generated for the twelve (12) month lease will be \$15,333. The university, as Lessor, will provide utilities for the premises. The agreement is funded through the collection of participant training fees. The Executive Office legal staff have reviewed and approved the contract documents.

- e. **UM** - In accordance with Board Policy 707.01 Land, Property, and Service Contracts, "The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000." On August 29, 2013, the Commissioner approved the request by the University of Mississippi Research Foundation (UM) operating as Insight Park for retroactive approval of a revenue generating lease agreement with the University of Mississippi School of Education – Principal Corps (PC). UM has stated that the lease was reviewed and approved by the Real Property Management division of the Mississippi Department of Finance and Administration thus delaying submission to IHL and resulting in the need for retroactive approval. The agreement is for the lease of approximately 348 square feet of meeting space at Insight Park as space is not readily available in Guyton Hall where the School of Education is located. PC will use the space to provide training, support and mentoring to teachers across the State who are seeking leadership roles in P-12 schools. The lease term is for a twelve (12) month period, July 1, 2013 through June 30, 2014. UM will receive \$551 monthly for the lease of the space. The total revenue generated for the twelve (12) month lease will be \$6,612. The university, as Lessor, will provide utilities for the premises. The agreement is funded by the Barksdale Foundation, by a Mississippi Department of Education grant, and by a Hearin Foundation grant. The Executive Office legal staff have reviewed and approved the contract documents.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING

**INFORMATION AGENDA
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September 19, 2013

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- f. **UM** - In accordance with Board Policy 707.01 Land, Property, and Service Contracts, "The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000." On August 29, 2013, the Commissioner approved the request by the University of Mississippi Research Foundation (UM) operating as Insight Park for retroactive approval of a revenue generating lease agreement with the University of Mississippi School of Education – World Class Teaching Program (WCTP), an educational organization. UM has stated that the lease was reviewed and approved by the Real Property Management division of the Mississippi Department of Finance and Administration thus delaying submission to IHL and resulting in the need for retroactive approval. The agreement is for the lease of approximately 155 square feet of meeting space at Insight Park as space is not readily available in Guyton Hall where the School of Education is located. WCTP will use the meeting space to provide professional development for educators seeking National Boards for Professional Teaching Standards certification across the State of Mississippi. The lease term is for a twelve (12) month period, July 1, 2013 through June 30, 2014. UM will receive \$245.52 monthly for the lease of the space. The total revenue generated for the twelve (12) month lease will be \$2,945.04. The university, as Lessor, will provide utilities for the premises. The agreement is funded by the Mississippi Department of Education. The Executive Office legal staff have reviewed and approved the contract documents.
- g. **UMMC** - In accordance with Board Policy 707.01 Land, Property, and Service Contracts, "The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000." On August 6, 2013, the Commissioner approved the request to enter into a revenue producing lease agreement with BP Car Care & Service, Inc. (BP). The agreement is for the lease of property located at 352 East Woodrow Wilson, Jackson, MS, which is situated on the Old Farmer's Market property. The lease term will commence upon execution of the parties and run for a three (3) year term, expiring on or about August 31, 2016. Following the initial three (3) year term, the agreement may be extended for two (2) additional one (1) year periods upon mutual agreement of the parties and approval by the Commissioner. The total revenue to be received for the three (3) year term is \$63,576. In addition to rent costs, BP will be responsible for securing public liability and worker's compensation insurance; payment of utilities and telephone service; and disposal of waste. The Executive Office legal staff have reviewed and approved the contract documents.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING

**INFORMATION AGENDA
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- h. UMMC** - In accordance with Board Policy 707.01 Land, Property, and Service Contracts, "The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000." On August 13, 2013, the Commissioner approved the request to enter into a lease agreement with the Department of Veterans Affairs (VA). The agreement is for the lease of 2,700 square feet of animal housing, lab and storage space in the Animal Research Facility at the G.V. (Sonny) Montgomery VAMC in Jackson, MS. The space will be used by UMMC's Laboratory Animal Facilities (LAF) to expand its animal biomedical research operations. The proposed lease will be for a two (2) year term, August 15, 2013 through August 14, 2015. UMMC will pay \$48,600 yearly for the lease of the space or, a total of \$97,200 for the twenty four (24) month term. The agreement will be funded by LAF self-generated funds. The Executive Office legal staff have reviewed and approved the contract documents.
- i. USM** - In accordance with Board Policy 1107 Enactment of Traffic Rules and Regulations, "the Board hereby delegates to the Commissioner of Higher Education the power to approve and authorize the enactment of such university traffic rules and regulations, which shall include university parking and traffic fines and fees, on behalf of the Board." On August 5, 2013, the Commissioner approved the Traffic and Parking Regulations 2013-2014 for the University of Southern Mississippi.
- j. USM** - In accordance with Board Policy 707.01 Land, Property, and Service Contracts, "The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000." On August 16, 2013, the Commissioner approved the request to enter into a revenue generating lease agreement with Boone Consulting, LLC (Boone), a Mississippi limited liability company. This agreement is for the lease of approximately 150 square feet of office space in USM's Accelerator Building. Boone is a consulting firm to the pharmaceutical industry. The proposed area, Space No. 204, is to be as office space for Lessee's staff. The lease term will run for an initial one (1) year period beginning on the date the agreement is signed and will be extended for up to three additional one (3) year terms unless written notice of termination is given by either party at least sixty (60) days prior to the end of the then current lease term. In return for the lease of the designated space, USM will receive an annual rent payment of \$5,000 or a total of \$20,000 for the four (4) year lease term. The university, as Lessor, will provide utilities, janitorial services and

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
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September 19, 2013
Page 5 of 5

routine maintenance services for the premises. The Executive Office legal staff have reviewed and approved the contract documents.

- k. **USM** - In accordance with Board Policy 707.01 Land, Property, and Service Contracts, "The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000." On August 20, 2013, the Commissioner approved the request to enter into a lease agreement with United Methodist Ministry with Children & Families, Inc. d/b/a Methodist Children's Homes ("Lessor"). This agreement is for the lease of "Magnolia Home" property which is located on Lessor's main campus in Jackson, Mississippi. The facility will be used as office and/or classroom space by the Early Oral Intervention graduate program which is directed by the USM Department of Speech and Hearing Sciences. The lease term will run for a twelve (12) month period. At the end of the twelve (12) month term, USM has the option to renew the agreement for an additional twelve (12) month period. USM will pay \$8,000 for the lease of the property. In addition to rent costs, USM will be responsible for utilities, telephone, and internet service. This agreement will be funded internally. The Executive Office legal staff have reviewed and approved the contract documents.
- l. **SYSTEM** – On August 5, 2013, the Commissioner reviewed and approved the Quarterly Employment Reports which lists all hires and all separations for the period beginning April 1, 2013 and ending June 30, 2013. These reports are required by Board Policies 401.0102 Delegation of Authority and 801.09 Resignations. The Executive Office financial staff have reviewed and approved these revisions. A copy of these reports will be maintained in the IHL Department of Finance and Administration.

Office of the Provost
Contract/Consortia Agreement Review Form

This form should accompany all contractual and consortia agreements entered into by any department, school and/or college at The University of Southern Mississippi. If the contract or consortia agreement is the initial contract or agreement, the original should accompany this form. If the contract or agreement is being renewed and there are no changes, then submit this form only. If there are changes to the original contract, then submit the revised contract. Once all signatures are obtained on the form, copies will be sent to the department or school and college. Contact the Provost's office if you have any questions regarding this form or procedures regarding these agreements.

Date 9/25/13 Initial Approval* Renewal (No Revisions) Renewal (With Revisions)*

College _____ Department/School LEC _____

Contract Agency/University Blackboard, Inc Contact Person Jesse Girardi _____

Consortia Agency/University _____ Contact Person _____

Contract/Consortia Initial Agreement Date 10/1/13 Renewal Date 9/30/14

*Include copy of initial or revised renewal contract.

We are entering into a contractual or consortia agreement with the above agency or university for the following reason(s):

USM has been added to ITS Master Contract Agreement with Blackboard. Attached is a supplement agreement for USM for Blackboard Master License and Application Services. Total Cost of 1 year contract is \$488,668.76.

Our signatures below affirm that we have reviewed this contractual or consortia agreement and that it complies with all university requirements.

David J. Sliman 9/25/13

Department/School Chair/Director Date

Denis A. Wiesenburg 9/26/13

Provost Date

Print Name David J. Sliman

Denis A. Wiesenburg

Dean Date

General Counsel (*if initial or revised document*) Date

Print Name _____

Print Name _____

Distribution by Provost Office: Original – Provost Copy – Dean Copy – Department
AA/EOE/ADA



Office of the Provost
Contract/Consortia Agreement Review Form

This form should accompany all contractual and consortia agreements entered into by any department, school and/or college at The University of Southern Mississippi. If the contract or consortia agreement is the initial contract or agreement, the original should accompany this form. If the contract or agreement is being renewed and there are no changes, then submit this form only. If there are changes to the original contract, then submit the revised contract. Once all signatures are obtained on the form, copies will be sent to the department or school and college. Contact the Provost's office if you have any questions regarding this form or procedures regarding these agreements.

Date _____ Initial Approval* Renewal (No Revisions) Renewal (With Revisions)*

College _____ Department/School _____

Contract Agency/University _____ Contact Person _____

Consortia Agency/University _____ Contact Person _____

Contract/Consortia Initial Agreement Date _____ Renewal Date _____

*Include copy of initial or revised renewal contract.

We are entering into a contractual or consortia agreement with the above agency or university for the following reason(s):

Our signatures below affirm that we have reviewed this contractual or consortia agreement and that it complies with all university requirements.

Provost Date

Print Name _____

Denis A. Wiesenburg

Dean _____ Date _____

General Counsel (*if initial or revised document*) Date

Print Name

Print Name

Distribution by Provost Office: Original – Provost

an Copy - Department

Distribution by Provost Office: Original – Provost Copy – Dean Copy – Department
AA/EEO/ADA

PROJECT NUMBER 40423
SUPPLEMENT TO
MASTER LICENSE AND APPLICATION SERVICE PROVIDER AGREEMENT
BETWEEN
BLACKBOARD INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR
UNIVERSITY OF SOUTHERN MISSISSIPPI

This document shall serve as a Supplement to the original Master License and Application Service Provider Agreement executed on April 20, 2006 and amended September 11, 2006, January 3, 2007, March 30, 2007, September 10, 2007, December 5, 2008, September 12, 2010, June 18, 2012, and August 23, 2013 (hereinafter referred to as "Master ASP Agreement"), between Blackboard Inc. (hereinafter referred to as "Blackboard"), and the Mississippi Department of Information Technology Services (hereinafter referred to as "ITS"), as contracting agent for the agencies and institutions of the State of Mississippi. It is understood by the parties that ITS is executing this Supplement on behalf of the University of Southern Mississippi (hereinafter referred to as "Licensee"). ITS and Licensee are sometimes collectively referred to herein as "State."

WHEREAS, the State, pursuant to Request for Proposals ("RFP") No. 3452 requested proposals in order to assemble a list of approved vendors who may provide certain software and services necessary for the implementation of an Application Service Provider ("ASP") solution for a learning management system; and

WHEREAS, Blackboard was one of the successful respondents in an open, fair, and competitive procurement process to provide the above mentioned products; and

WHEREAS, the Licensee desires to purchase software and services for an ASP solution for a learning management system;

NOW THEREFORE, in consideration of the mutual understandings, promises, consideration and agreements set forth, the parties hereto agree as follows:

1) This Supplement will become effective on the date it is signed by all parties and will continue in effect until all tasks and ASP services required herein have been completed. Blackboard agrees to complete all initial setup and implementation tasks required under this Supplement on or before October 1, 2013, or within such other period as may be agreed to by the parties.

2) The period of performance of ASP services under this Supplement shall begin on October 1, 2013, and continue until the close of business on September 30, 2014. During this period of time, Blackboard shall provide ASP services as specified in the Master ASP Agreement. The total price (setup, annual fees, and licensing) shall be \$488,668.76, and will be payable as set forth in the attached Exhibit A which is incorporated herein by reference, and in no event will the total compensation to be paid hereunder exceed the specified sum of \$488,668.76 unless prior written authorization from ITS has been obtained. The parties understand and agree that this acquisition is subject to and controlled by the terms and

conditions set forth in the Master ASP Agreement, including but not limited to, the terms related to acceptance, invoicing, and payment.

3) All other provisions in the underlying Master ASP Agreement executed April 20, 2006 and amended September 11, 2006, January 3, 2007, March 30, 2007, September 10, 2007, December 5, 2008, September 12, 2010, June 18, 2012, and August 23, 2013 shall remain unchanged.

For the faithful performance of the terms of this Supplement, the parties have caused this Supplement to be executed by their undersigned representatives.

**State of Mississippi, Department of
Information Technology Services, on
behalf of the University of Southern
Mississippi**

By: _____
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Title: Executive Director

Date: _____

University of Southern Mississippi

By: 
Authorized Signature

Printed Name: Denis Wiesenburg

Title: Provost

Date: 9/26/13

Blackboard Inc.

By: 
Authorized Signature

Printed Name: Tessa Fransen

Title: VP

Date: 9-23-13

EXHIBIT A

Licensee's Contact Information: David Sliman
Chief Information Officer
University of Southern Mississippi
118 College Drive, #5181
Hattiesburg, Mississippi 39406
david.sliman@usm.edu

Year 1 (8,001-15,000 Users) October 1, 2013 through September 30, 2014		Cost
Hosting SSL		\$450.00
Materials License F2F PKG Fee		\$2,000.00
Materials License Online PKG Fee		\$2,500.00
Course Delivery (8,000 Units)		\$51,311.88
Additional Service Unit for Course Delivery (Additional 7,500 Active Users)		\$41,900.00
Integration and Customization Maintenance (Section Merge)		\$8,909.93
Integration and Customization Maintenance (Data Integration)		\$8,997.47
Hosting Platinum Package NA		\$177,550.00
CE/Vista Hosting Parallel		\$0
Mobile Central		\$26,757.44
Mobile Learn		\$26,460.00
Collaborate Web Conference & Voice Authoring HENA		\$54,097.37
Collaborate Enterprise IM HENA		\$24,734.67
Student Services Account Management (2,001 - 3,000 Incidents)		\$10,500.00
Student Services BB CRM Department (2,001 - 3,000 Incidents)		\$10,500.00
Student Services ELS Support Incident (2,001 - 3,000 Incidents)		\$42,000.00
TOTAL:		\$488,668.76

PROJECT NUMBER 40423
SUPPLEMENT TO
MASTER LICENSE AND APPLICATION SERVICE PROVIDER AGREEMENT
BETWEEN
BLACKBOARD INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR
UNIVERSITY OF SOUTHERN MISSISSIPPI

This document shall serve as a Supplement to the original Master License and Application Service Provider Agreement executed on April 20, 2006 and amended September 11, 2006, January 3, 2007, March 30, 2007, September 10, 2007, December 5, 2008, September 12, 2010, June 18, 2012, and August 23, 2013 (hereinafter referred to as "Master ASP Agreement"), between Blackboard Inc. (hereinafter referred to as "Blackboard"), and the Mississippi Department of Information Technology Services (hereinafter referred to as "ITS"), as contracting agent for the agencies and institutions of the State of Mississippi. It is understood by the parties that ITS is executing this Supplement on behalf of the University of Southern Mississippi (hereinafter referred to as "Licensee"). ITS and Licensee are sometimes collectively referred to herein as "State."

WHEREAS, the State, pursuant to Request for Proposals ("RFP") No. 3452 requested proposals in order to assemble a list of approved vendors who may provide certain software and services necessary for the implementation of an Application Service Provider ("ASP") solution for a learning management system; and

WHEREAS, Blackboard was one of the successful respondents in an open, fair, and competitive procurement process to provide the above mentioned products; and

WHEREAS, the Licensee desires to purchase software and services for an ASP solution for a learning management system;

NOW THEREFORE, in consideration of the mutual understandings, promises, consideration and agreements set forth, the parties hereto agree as follows:

1) This Supplement will become effective on the date it is signed by all parties and will continue in effect until all tasks and ASP services required herein have been completed. Blackboard agrees to complete all initial setup and implementation tasks required under this Supplement on or before October 1, 2013, or within such other period as may be agreed to by the parties.

2) The period of performance of ASP services under this Supplement shall begin on October 1, 2013, and continue until the close of business on September 30, 2014. During this period of time, Blackboard shall provide ASP services as specified in the Master ASP Agreement. The total price (setup, annual fees, and licensing) shall be \$488,668.76, and will be payable as set forth in the attached Exhibit A which is incorporated herein by reference, and in no event will the total compensation to be paid hereunder exceed the specified sum of \$488,668.76 unless prior written authorization from ITS has been obtained. The parties understand and agree that this acquisition is subject to and controlled by the terms and

conditions set forth in the Master ASP Agreement, including but not limited to, the terms related to acceptance, invoicing, and payment.

3) All other provisions in the underlying Master ASP Agreement executed April 20, 2006 and amended September 11, 2006, January 3, 2007, March 30, 2007, September 10, 2007, December 5, 2008, September 12, 2010, June 18, 2012, and August 23, 2013 shall remain unchanged.

For the faithful performance of the terms of this Supplement, the parties have caused this Supplement to be executed by their undersigned representatives.

**State of Mississippi, Department of
Information Technology Services, on
behalf of the University of Southern
Mississippi**

By: 
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Title: Executive Director

Date: 9/21/13

University of Southern Mississippi

By: 
Authorized Signature

Printed Name: Denis Wiesenburg

Title: Provost

Date: 9/26/13

Blackboard Inc.

By: 
Authorized Signature

Printed Name: Tess Fransen

Title: VP

Date: 9-23-13

EXHIBIT A

Licensee's Contact Information: David Sliman
Chief Information Officer
University of Southern Mississippi
118 College Drive, #5181
Hattiesburg, Mississippi 39406
david.sliman@usm.edu

Year 1 (8,001-15,000 Users) October 1, 2013 through September 30, 2014		Cost
Hosting SSL		\$450.00
Materials License F2F PKG Fee		\$2,000.00
Materials License Online PKG Fee		\$2,500.00
Course Delivery (8,000 Units)		\$51,311.88
Additional Service Unit for Course Delivery (Additional 7,500 Active Users)		\$41,900.00
Integration and Customization Maintenance (Section Merge)		\$8,909.93
Integration and Customization Maintenance (Data Integration)		\$8,997.47
Hosting Platinum Package NA		\$177,550.00
CE/Vista Hosting Parallel		\$0
Mobile Central		\$26,757.44
Mobile Learn		\$26,460.00
Collaborate Web Conference & Voice Authoring HENA		\$54,097.37
Collaborate Enterprise IM HENA		\$24,734.67
Student Services Account Management (2,001 - 3,000 Incidents)		\$10,500.00
Student Services BB CRM Department (2,001 - 3,000 Incidents)		\$10,500.00
Student Services ELS Support Incident (2,001 - 3,000 Incidents)		\$42,000.00
TOTAL:		\$488,668.76



USM Purchasing
2609 WEST 4TH STREET
HATTIESBURG MS 39401
United States

Purchase Order

Dispatch via Print			
Purchase Order	Date	Revision	Page
1079874	09/26/2013		1
Payment Terms	Freight Terms		Ship Via
Net 30	FOB:Destin, frt prep'd/chrg back		BESTWAY
Buyer	Requisition #	Requestor	
Hendrix, Heather Lenoir	0000061291	Jones, Modist	

Vendor:0000012899
BLACKBOARD INC
650 MASSACHUSETTS AVENUE NW
6TH FLOOR
WASHINGTON DC 20001

Ship To: 2609 WEST 4TH STREET
HATTIESBURG MS 39401
United States

Bill To: 118 COLLEGE DRIVE #5104
HATTIESBURG MS 39406-0001
United States

Tax Exempt?	Y	Tax Exempt ID:	64-740188K	Dept:	iTech Administration	Dept Id:120029	Proj/Grnt: IT00105
Line		Quantity	UOM	Item/Description		Unit Price	Extended Amt

1	1.00	EA	Hosting SSL	450.00	450.00
2	1.00	EA	Materials License F2F PKG Fee	2,000.00	2,000.00
3	1.00	EA	Materials License Online PKG Fee	2,500.00	2,500.00
4	1.00	EA	Course Delivery (8,000 Units)	51,311.88	51,311.88
5	1.00	EA	Additional Service Unit for Course Delivery (Additional 7,500 Active Users)	41,900.00	41,900.00
6	1.00	EA	Integration and Customization Maintenance (Section Merge)	8,909.93	8,909.93
7	1.00	EA	Integration and Customization Maintenance (Data Integration)	8,997.47	8,997.47
8	1.00	EA	Hosting Platinum Package NA	177,550.00	177,550.00
9	1.00	EA	CE/Vista Hosting Parallel	0.00	0.00
10	1.00	EA	Mobile Central	26,757.44	26,757.44
11	1.00	EA	Mobile Learn	26,460.00	26,460.00
12	1.00	EA	Collaborate Web Conference & Voice Authoring HENA	54,097.37	54,097.37
13	1.00	EA	Collaborate Enterprise IM HENA	24,734.67	24,734.67
14	1.00	EA	Student Services Account Management (2,001 - 3,000 Incidents)	10,500.00	10,500.00
15	1.00	EA	Student Services BB CRM Department (2,001 - 3,000 Incidents)	10,500.00	10,500.00
16	1.00	EA	Student Services ELS Support Incident (2,001 - 3,000 Incidents)	42,000.00	42,000.00

IHL approval as per September 2013 agenda

Project# 40423
Executed signed agreement on file.
1 year contract renewal: 10/1/13-9/30/14

Invoice must be approved before payment.

WALK THRU: KEESHA THOMPSON x4190 OR RONNIE TAYLOR x6654

Total: 488,668.76

BY

USM Procurement and Contract Services
Phone (601) 266-4131
Fax (601) 266-5182

Terms and Conditions

CORRESPONDENCE should be addressed to the Procurement department. Email: procurement@usm.edu
ACKNOWLEDGE order upon receipt and give definite shipping date.

This Purchase Order is subject to, incorporates herein, and Seller agrees to be bound by, the USM Terms and Conditions which may be found at http://www.usm.edu/procurement/Terms_and_Conditions.pdf
AA/EOE/ADA

Douglas H. Vinzant, D.P.A.
Vice President for Finance and Administration
The University of Southern Mississippi

Effective Date 10/01/2013
 Expiration Date 09/30/2014
 Date Printed 10/07/2013
 Procurement Type COMPETITIVE PROCUREMENT

CP-1 Acquisition Approval Form
Dept. of Information Technology Services
 3771 Eastwood Dr.
 Jackson, MS 39211
 (601) 432-8000

CP-1 **20140154**
 Contract **IT20140068**

Acquisition Method: PURCHASE

This document is your authorization from ITS to purchase the following products and/or services from the vendor listed, at or below the prices itemized. If no vendor is listed, proceed according to ITS exemption instructions or instructions included on the Planned Purchase Approval Letter accompanying this CP-1. This procurement is contingent upon availability of funds and will not become final until the vendor has received your purchase order. Keep this form with your financial records as an audit trail of ITS procurement approval.

For additional information regarding the ITS Procurement Process and CP-1 Approval Documents, refer to the ITS Procurement Handbook, located at <http://www.its.state.ms.us/its/procman.nsf>. The following sections of the Procurement Handbook include information specifically related to CP-1 approvals: 009-025, 013-040, and 013-080.

If you need additional assistance regarding this CP-1, please contact the ITS Procurement Help Desk at 601-432-8166 or e-mail isshelp@its.state.ms.us.

University of Southern MS ATTN: Paige Strickland Box 5001 Hattiesburg, MS 39406	PLACE ORDER TO: BLACKBOARD INC 650 MASSACHUSETTS AVENUE NW 6TH FL WASHINGTON DC 20001 ATTN: ORDER TO	V0001693234
	MAKE PAYMENT TO: BLACKBOARD INC 650 MASSACHUSETTS AVENUE NW 6TH FL WASHINGTON DC 20001 ATTN: ORDER TO	V0001693234

MAX ANNUAL % INCREASE	CP1 LIFECYCLE LIMIT	NUMBER OF PAYMENTS
0.00	488,668.76	1

This software will be used to facilitate online courses for up to 15,000 users. This procurement approval falls within the ITS Director Approval threshold for IHLs, as outlined in 018-030 of the ITS Procurement Handbook.

A Supplement to the Master Software License and Services Agreement has been executed. The term is October 1, 2013 - September 30, 2014.

APPROVED ITS DATE: 10/07/2013

PRODUCTS AND SERVICES PURCHASE DETAILS

QTY	PRODUCTS	EACH NET	EXTENDED NET
1	Hosting SSL	450.00	450.00
1	Materials License F2F PKG Fee	2,000.00	2,000.00
1	Materials License Online PKG Fee	2,500.00	2,500.00
1	Course Delivery (8,000 Units)	51,311.88	51,311.88
1	Additional Service Unit for Course Delivery (Additional 7,500 Active Users)	41,900.00	41,900.00
1	Integration and Customization Maintenance (Section Merge)	8,909.93	8,909.93
1	Integration and Customization Maintenance (Data Integration)	8,997.47	8,997.47
1	Hosting Platinum Package NA CE/Vista Hosting Paralle	177,550.00	177,550.00
1	Mobile Central	26,757.44	26,757.44
1	Mobile Learn	26,460.00	26,460.00
1	Collaborate Web Conference & Voice Authoring HENA	54,097.37	54,097.37
1	Collaborate Enterprise IM HENA	24,734.67	24,734.67

Effective Date 10/01/2013
 Expiration Date 09/30/2014
 Date Printed 10/07/2013
 Procurement Type COMPETITIVE PROCUREMENT

CP-1 Acquisition Approval Form
Dept. of Information Technology Services
3771 Eastwood Dr.
Jackson, MS 39211
(601) 432-8000

CP-1 20140154
Contract IT20140068
 Acquisition Method: PURCHASE

Page: 2

PRODUCTS AND SERVICES PURCHASE DETAILS

QTY	PRODUCTS	EACH NET	EXTENDED NET
1	Student Services Account Management (2,001-3,000 Incidents)	10,500.00	10,500.00
1	Student Services BB CRM Department (2,001-3,000 Incidents)	10,500.00	10,500.00
1	Student Services ELS Support Incident (2,001-3,000 Incidents)	42,000.00	42,000.00
TOTAL		MAXIMUM	488,668.76

COMMODITY CODES -- 61902000000, 61921000000, 61920000000

DISTRIBUTION TO

PRNO	ATHY	REPLACEMENT	RFP No(s)
BAG00-40423-1	DIRECTOR APRV	NEW	3452

CP-1 LIFECYCLE REPORT

Product/Services

Blackboard Licensing and Services for 1 Year

Payment frequency MAXIMUM
 Max Annual % Increase 0.00

YEAR	PERIOD	PAYMENT AMOUNT	# PMTS	TOTAL FOR YEAR
1	10/01/2013	488,668.76	1	488,668.76
Total			1	488,668.76



Mississippi Board of Trustees of State Institutions of Higher Learning (IHL)

CERTIFICATE OF OWNERSHIP INTEREST

in any entity with which the Board of Trustees contracts

I. Submission Information

Institution Name:	University of Southern Mississippi		
Submission Date:	Month	Day	Year
	April	17	2014
Agenda (Month/Year):	May	15	2014
Contractor's Legal Name:	Blackboard Inc.		

II. Submitted for the following Board Committee

<input checked="" type="checkbox"/> Budget, Finance and Audit
<input type="checkbox"/> Real Estate
<input type="checkbox"/> Other (specify)

III. List of Owners

Following is a listing of all individuals and other entities that have a financial interest of 10% or more in the ownership of the above named contractor:

Blackboard Holdings, Inc.

The following is a listing of all parent companies of the above named contractor that have a financial interest of 10% or more in the ownership of the Contractor:

Blackboard Holdings, Inc.

IV. Certification

The undersigned certifies that he/she is a lawful official representative of Blackboard, Inc (insert legal name of contractor as noted above) and further certifies that the above is a listing of all individuals, other entities, and parent companies that have a financial interest of 10% or more in the ownership of the Contractor.

Name of Contractor Representative:	Tess Frazier
Title of Contractor Representative:	VP of Contracts
Signature:	
Date:	April 10, 2014

April 11, 2014

David Sliman
Chief Information Officer
University of Southern Mississippi
118 College Drive, #5181
Hattiesburg, Mississippi 39406

RE: ITS Project Number 40758: Blackboard Learning Management System Renewal

Dear David:

As you are aware, my staff has been working with USM to extend the existing Supplement to the ITS Master License and Application Services Provider Agreement with Blackboard that ITS executed on behalf of the University of Southern Mississippi. The current Agreement expires September 30, 2014. On March 21, 2014, the ITS Board approved the continuation of the Agreement with Blackboard through September 30, 2019 in an amount not to exceed \$2,596,009.73. After ITS receives USM's concurrence, ITS will be ready to execute the Agreement. I understand that USM needs to obtain IHL Board approval before the extension is completed.

Please contact Ben Garrett of my staff at 601-432-8138 if you have questions or need additional information.

Sincerely,



Craig P. Orgeron, Ph.D.
Executive Director

cc: ITS Project File Number 40758

PROJECT NUMBER 40758
AMENDMENT # 1 TO
SUPPLEMENT TO THE MASTER LICENSE AND APPLICATION SERVICES PROVIDER
AGREEMENT
BETWEEN
BLACKBOARD, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF SOUTHERN MISSISSIPPI

This document (hereinafter referred to as "Amendment Number 1") shall serve to amend the original Supplement to the Master License and Application Services Provider Agreement executed on September 27, 2013 (hereinafter referred to as "Supplement"), between Blackboard, Inc., a Delaware corporation having its principal place of business at 650 Massachusetts Avenue, Northwest, 6th Floor, Washington, D.C. 20001-3796 (hereinafter referred to as "Blackboard"), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211(hereinafter referred to as "ITS"), as contracting agent for the University of Southern Mississippi located at 118 College Drive, #5181, Hattiesburg, Mississippi 39406 (hereinafter referred to as "Licensee"). ITS and Licensee are sometimes collectively referred to herein as "State."

NOW THEREFORE, ITS, Licensee, and Blackboard, by entering into this Amendment Number 1, mutually agree that the following provisions shall modify the aforementioned Supplement:

- 1) Exhibit A in the Supplement shall be and hereby is augmented by the new Exhibit A-1, which is attached to this Amendment Number 1 and incorporated herein by reference. All references in the Supplement to "Exhibit A" shall be and hereby are revised to be "Exhibit A and Exhibit A-1."

- 2) The period of performance of the ASP services under the Supplement shall begin on October 1, 2014, and continue until the close of business on September 30, 2019. During this period of time, Blackboard shall provide ASP services as specified in Exhibit A-1. The total price (setup, annual fees, and licensing) shall be \$2,596,010.27, and will be payable as set forth in the attached Exhibit A-1 which is incorporated herein by reference, and in no event will the total compensation to be paid hereunder exceed the specified sum of \$2,596,010.27 unless prior written authorization from ITS has been obtained. The parties understand and agree that this acquisition is subject to and controlled by the terms and conditions set forth in the Master ASP Agreement, including but not limited to, the terms related to acceptance, invoicing, and payment.

All other terms and conditions of the Supplement executed on September 27, 2013, shall remain unchanged and in full force and effect.

**State of Mississippi, Department of
Information Technology Services, on
behalf of University of Southern
Mississippi**

By: _____
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Title: Executive Director

Date: _____

Blackboard, Inc.

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A-1

Licensee's Contact Information: David Sliman
Chief Information Officer
University of Southern Mississippi
118 College Drive, #5181
Hattiesburg, Mississippi 39406
david.sliman@usm.edu

Year 1 (8,001-15,000 Users) October 1, 2014 through September 30, 2015		Cost
Hosting SSL		\$450.00
Materials License Online PKG Fee		\$2,500.00
Course Delivery (8,001 – 15,000 FTE)		\$52,056.00
Additional Service Unit for Course Delivery (Additional 7,500 Active Users)		\$43,157.00
Integration and Customization Maintenance (Section Merge)		\$8,909.93
Integration and Customization Maintenance (Data Integration)		\$8,997.47
Hosting Platinum Package NA		\$182,825.00
CE/Vista Hosting Parallel		\$0
Mobile Central		\$27,472.44
Mobile Learn		\$27,254.00
Collaborate Web Conference & Voice Authoring HENA		\$55,340.37
Collaborate Enterprise IM HENA		\$25,214.00
Student Services Account Management (2,001 - 3,000 Incidents)		\$10,815.00
Student Services BB CRM Department (2,001 - 3,000 Incidents)		\$14,420.00
Student Services ELS Support Incident (2,001 - 3,000 Incidents)		\$43,260.00
TOTAL:		\$502,670.40

Year 2 (8,001-15,000 Users) October 1, 2015 through September 30, 2016		Cost
Hosting SSL		\$450.00
Materials License Online PKG Fee		\$2,500.00
Course Delivery (8,001 – 15,000 FTE)		\$53,097.00
Additional Service Unit for Course Delivery (Additional 7,500 Active Users)		\$44,020.14
Integration and Customization Maintenance (Section Merge)		\$8,909.93
Integration and Customization Maintenance (Data Integration)		\$8,997.47
Hosting Platinum Package NA		\$186,482.00
CE/Vista Hosting Parallel		\$0
Mobile Central		\$28,021.00
Mobile Learn		\$27,799.00

Year 2 (8,001-15,000 Users) October 1, 2015 through September 30, 2016	Cost
Collaborate Web Conference & Voice Authoring HENA	\$55,719.00
Collaborate Enterprise IM HENA	\$25,719.00
Student Services Account Management (2,001 - 3,000 Incidents)	\$11,031.00
Student Services BB CRM Department (2,001 - 3,000 Incidents)	\$14,708.00
Student Services ELS Support Incident (2,001 - 3,000 Incidents)	\$44,125.00
TOTAL:	\$512,306.54

Year 3 (8,001-15,000 Users) October 1, 2016 through September 30, 2017	Cost
Hosting SSL	\$450.00
Materials License Online PKG Fee	\$2,500.00
Course Delivery (8,001 – 15,000 FTE)	\$54,159.00
Additional Service Unit for Course Delivery (Additional 7,500 Active Users)	\$44,900.54
Integration and Customization Maintenance (Section Merge)	\$8,909.93
Integration and Customization Maintenance (Data Integration)	\$8,997.47
Hosting Platinum Package NA	\$190,211.00
CE/Vista Hosting Parallel	\$0
Mobile Central	\$28,581.00
Mobile Learn	\$28,355..00
Collaborate Web Conference & Voice Authoring HENA	\$57,576.00
Collaborate Enterprise IM HENA	\$26,233.00
Student Services Account Management (2,001 - 3,000 Incidents)	\$11,252.00
Student Services BB CRM Department (2,001 - 3,000 Incidents)	\$15,003.00
Student Services ELS Support Incident (2,001 - 3,000 Incidents)	\$44,508.00
TOTAL:	\$521,635.94

Year 4 (8,001-15,000 Users) October 1, 2017 through September 30, 2018	Cost
Hosting SSL	\$450.00
Materials License Online PKG Fee	\$2,500.00
Course Delivery (8,001 – 15,000 FTE)	\$54,701.00
Additional Service Unit for Course Delivery (Additional 7,500 Active Users)	\$44,349.55
Integration and Customization Maintenance (Section Merge)	\$8,909.93
Integration and Customization Maintenance (Data Integration)	\$8,997.47
Hosting Platinum Package NA	\$192,113.00
CE/Vista Hosting Parallel	\$0

Year 4 (8,001-15,000 Users) October 1, 2017 through September 30, 2018	Cost
Mobile Central	\$28,867.00
Mobile Learn	\$28,638.00
Collaborate Web Conference & Voice Authoring HENA	\$58,151.00
Collaborate Enterprise IM HENA	\$26,495.00
Student Services Account Management (2,001 - 3,000 Incidents)	\$11,364.00
Student Services BB CRM Department (2,001 - 3,000 Incidents)	\$15,153.00
Student Services ELS Support Incident (2,001 - 3,000 Incidents)	\$45,458.00
TOTAL:	\$527,146.95

Year 5 (8,001-15,000 Users) October 1, 2018 through September 30, 2019	Cost
Hosting SSL	\$450.00
Materials License Online PKG Fee	\$2,500.00
Course Delivery (8,001 – 15,000 FTE)	\$55,248.00
Additional Service Unit for Course Delivery (Additional 7,500 Active Users)	\$45,803.04
Integration and Customization Maintenance (Section Merge)	\$8,909.93
Integration and Customization Maintenance (Data Integration)	\$8,997.47
Hosting Platinum Package NA	\$194,034.00
CE/Vista Hosting Parallel	\$0
Mobile Central	\$29,156.00
Mobile Learn	\$28,925.00
Collaborate Web Conference & Voice Authoring HENA	\$58,773.00
Collaborate Enterprise IM HENA	\$26,760.00
Student Services Account Management (2,001 - 3,000 Incidents)	\$11,478.00
Student Services BB CRM Department (2,001 - 3,000 Incidents)	\$15,304.00
Student Services ELS Support Incident (2,001 - 3,000 Incidents)	\$45,912.00
TOTAL:	\$532,250.44

MISSISSIPPI
BOARD OF TRUSTEES
OF STATE
INSTITUTIONS OF HIGHER LEARNING



DRAFT BOARD BOOK
May 15, 2014



DRAFT BOARD BOOK OUTLINE

Academic Affairs Committee Meeting

May 15, 2014 8:30 a.m.

IHL Boardroom Universities Center

IHL Board Meeting

May 15, 2014 9:00 a.m.

IHL Boardroom Universities Center

Health Affairs Committee Meeting

Immediately Following the Board Meeting

IHL Boardroom

CALL TO ORDER

PRAYER

Trustee Ford Dye

INTRODUCTION OF GUESTS

MINUTES

April 24, 2014 Regular Board Meeting

CONSENT AGENDAS

Trustee Aubrey Patterson

FINANCE

1.	MSU –Approval of Contractual Service Agreements	
a.	United States Postal Service	1
b.	Mississippi Information Technology Services with Mythics, Inc.	2
2.	MSU – Approval of Budget Escalation On-Campus Budget	3
3.	UM – Approval of Contractual Service Agreement with Robert J. Young Company, Inc. d/b/a RJ Young Co., Inc.....	3
4.	UMMC – Approval of Contractual Service Agreements	
a.	Hologic, Inc.....	5
b.	Mississippi Blood Services, Inc.....	6
c.	Werfen USA, LLC d//b/a Instrumentation Laboratory.....	8
d.	Friends of Children's Hospital to Contract with Haddox, Reid, Eubank, Betts, LLP	10
e.	Mississippi Information Technology Services' Acquisition – Clinical Dialysis EHR Software	11
5.	USM – Approval of Contractual Service Agreements	
a.	Mississippi Information Technology Services Agreement with Blackboard, Inc.	12
b.	United Healthcare Insurance Company	13

REAL ESTATE

Approval of Initiations of Projects/Appointments of Professionals

Bureau of Building Projects

1.	MVSU – GS 106-253 – College Hall I Renovations, Design Professional – TBD through RFQ Method	3
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IHL Projects

2.	MSU – IHL 205-276 – New Residence Halls North (Includes Demolition of Evans Hall), Design Professional – The McCarty Company Design Group, P.A.	4
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Approval of Budget Increases/Changes of Scope/Funding Source(s)

IHL Projects

3.	MSU – IHL 205-231 – MSU South Entrance Road, Design Professional – Neel – Schaffer, Inc.....	6
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**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA**

FINANCE

May 15, 2014

Page 12 of 14

**5. USM-REQUESTS FOR APPROVAL OF CONTRACTUAL SERVICE
AGREEMENTS**

**a. MISSISSIPPI INFORMATION TECHNOLOGY SERVICES AGREEMENT
WITH BLACKBOARD, INC.**

The following document represents the approval of the MS-ITS Board of the continuation of a contractual agreement with Blackboard, Inc. for the acquisition of licensing, hosting and services related to the Blackboard Learning Management System for the University of Southern Mississippi (USM). The Attorney General's staff assigned to the MS-ITS will review the agreement prior to its execution. The resulting agreement will be between Blackboard, Inc. and MS-ITS on behalf of USM.

See next page.

Memorandum

To: Craig Orgeron, Ph.D.

Date: March 7, 2014

Re: Recommendation for Project No. 40758 for the continuation of the Agreement with Blackboard, Inc. for the acquisition of licensing, hosting, and services related to the Blackboard Learning Management System for the **UNIVERSITY OF SOUTHERN MISSISSIPPI (USM)**

I. HISTORY AND OVERVIEW OF ACQUISITION

WebCT was the university's Learning Management System until 2006 at which time it was purchased by Blackboard, Inc. In 2006, the university renewed its use of WebCT through Blackboard on an annual basis. At that time USM chose for Blackboard to host the software. Over time, additional storage and bandwidth was required increasing the costs to the university. The university has since purchased additional online services and products from third party vendors that have now been acquired by Blackboard. Currently, USM utilizes Blackboard as its Learning Management System and for managed hosting to deliver fully online, hybrid, and executive format classes.

As a result of RFP No. 3452, ITS entered into a Master Agreement with Blackboard, Inc. to provide Learning Management System services. In 2013, ITS issued USM a 3-month CP1 to pay for Blackboard services while a Supplement to the ITS Master was being negotiated. Following successful contract negotiations, USM elected to use the ITS Master Contract with Blackboard to sign a one-year Licensing Agreement. At the time of the 2013 Agreement, the Master Agreement was in the last year of its term. ITS has since renegotiated that Master Agreement and has secured guaranteed pricing through 2019. USM is now requesting to leverage the recently negotiated ITS Master Agreement to take advantage of the guaranteed multi-year pricing though September 30, 2019.

This contract will provide access to the Blackboard Learning Management System, also known as Blackboard Learn. Other course delivery tools include Blackboard Collaborate and Course Delivery. The contract also provides a staging server, additional storage, MATLIC Online (instructional and support materials), section merge tool, data integration between Blackboard and Peoplesoft, Mobile services, managed hosting, and platinum package support services.

II. RECOMMENDATION

The staffs of ITS and USM jointly recommend the approval of the continuation of this Agreement with Blackboard, Inc. through September 30, 2019, in an amount not to exceed \$2,596,009.73 to provide for the licensing, hosting, and services related to the Blackboard Learning Management System. With this continuation, the revised total not-to-exceed lifecycle cost of this project is \$3,106,612.69.

Ben Garrett, Technology Consultant

Attachment: Acquisition Analysis Summary

Attachment

Acquisition Analysis Summary: Project 40758

BUSINESS DRIVERS/AGENCY PRIORITY:

- USM's current Blackboard licensing expires on September 20, 2014
- USM has a continuous need for a university-wide Learning Management System.

ANTICIPATED BENEFITS:

USM will secure licensing for the next 5 years. Utilizing the ITS Master Agreement will alleviate the need for the university to procure Blackboard Licensing on an annual basis. The 5-year term will also allow the university to lock in pricing for that period.

RISKS:

There are no known risks associated with this Agreement.

LIFECYCLE COSTS:

Year 1	\$502,670.40
Year 2	\$512,306.00
Year 3	\$521,635.94
Year 4	\$527,146.95
Year 5	\$532,250.44
TOTAL:	\$2,596,009.73

Memorandum

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The staffs of ITS and USM jointly recommend the approval of the continuation of this Agreement with Blackboard, Inc. through September 30, 2019, in an amount not to exceed \$2,596,009.73 to provide for the licensing, hosting, and services related to the Blackboard Learning Management System. With this continuation, the revised total not-to-exceed lifecycle cost of this project is \$3,106,612.69.

Ben Garrett, Technology Consultant

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Year 2	\$512,306.00
Year 3	\$521,635.94
Year 4	\$527,146.95
Year 5	\$532,250.44
TOTAL:	\$2,596,009.73

ITS CONTRACT ACCEPTANCE: Contract
Project Number 40758
For: Blackboard Contract Renewal

TO:

Sheri Rawls

RETURN TO:

Ben Garrett
Dept. of Information Technology Services
3771 Eastwood Drive
Jackson, MS 39211
Phone: 601-432-8138
Fax: 601-713-6380

DATE SENT: 4/9/2014

RETURN BY: 4/16/14

INSTRUCTIONS:

Please review the attached contract forwarded to you by the ITS staff. If any material changes are needed to this contract, please mark all changes needed on the document and return to ITS for changes. You will be sent a revised copy to review before you sign this Contract Acceptance form. Otherwise, please select one of the options below and return this form to the address above.

Please initial the appropriate line to indicate the contract has been reviewed & is accepted by your agency/institution and that all reviews by your agency attorney and management are complete:

without changes

with the following corrections to format or syntax: (attach additional pages if needed)

Page Number	Correction Needed:

Please list all names/titles, if any, who will sign this contract on behalf of your agency:

None; we accept the signature of the ITS Executive Director on our behalf

Please add a signature line for the following person(s) from our agency:

Name	Title
Douglas H. Viizard	Vice President for Finance and Administration

CONTRACT DELIVERY (SELECT ONE):

Send contracts to vendor via overnight delivery and bill our agency/institution.

Send contracts to vendor via regular United States Postal Service mail.

Douglas H. Viizard 5-21-14

University of Southern Mississippi

AUTHORIZED SIGNATURE / DATE

AGENCY / INSTITUTION

My signature above indicates that my agency/institution is a full party to the above-referenced contract, with or without the signature of the agency executive on the body of the contract. My agency executive understands and agrees that: (1) by virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the Executive Director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software and services, and, as contracting agent, must be a party to any amendments, change orders, or termination actions for the life of this contract; (2) ITS as contracting agent is not responsible or liable for the performance or non-performance of any of agency's contractual obligations, financial or otherwise, for this contract; and (3) my agency/institution is responsible for day-to-day management of the project and contract and all business decisions pertaining thereto and must initiate any actions regarding payments, changes in scope, early termination, and invocation of any penalties defined herein, providing appropriate notification to ITS when required.

PROJECT NUMBER 40758
AMENDMENT # 1 TO
SUPPLEMENT TO THE MASTER LICENSE AND APPLICATION SERVICES PROVIDER
AGREEMENT
BETWEEN
BLACKBOARD, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF SOUTHERN MISSISSIPPI

This document (hereinafter referred to as "Amendment Number 1") shall serve to amend the original Supplement to the Master License and Application Services Provider Agreement executed on September 27, 2013 (hereinafter referred to as "Supplement"), between Blackboard, Inc., a Delaware corporation having its principal place of business at 650 Massachusetts Avenue, Northwest, 6th Floor, Washington, D.C. 20001-3796 (hereinafter referred to as "Blackboard"), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211(hereinafter referred to as "ITS"), as contracting agent for the University of Southern Mississippi located at 118 College Drive, #5181, Hattiesburg, Mississippi 39406 (hereinafter referred to as "Licensee"). ITS and Licensee are sometimes collectively referred to herein as "State."

NOW THEREFORE, ITS, Licensee, and Blackboard, by entering into this Amendment Number 1, mutually agree that the following provisions shall modify the aforementioned Supplement:

- 1) Exhibit A in the Supplement shall be and hereby is augmented by the new Exhibit A-1, which is attached to this Amendment Number 1 and incorporated herein by reference. All references in the Supplement to "Exhibit A" shall be and hereby are revised to be "Exhibit A and Exhibit A-1."

- 2) The period of performance of the ASP services under the Supplement shall begin on October 1, 2014, and continue until the close of business on September 30, 2019. During this period of time, Blackboard shall provide ASP services as specified in Exhibit A-1. The total price (setup, annual fees, and licensing) shall be \$2,596,010.27, and will be payable as set forth in the attached Exhibit A-1 which is incorporated herein by reference, and in no event will the total compensation to be paid hereunder exceed the specified sum of \$2,596,010.27 unless prior written authorization from ITS has been obtained. The parties understand and agree that this acquisition is subject to and controlled by the terms and conditions set forth in the Master ASP Agreement, including but not limited to, the terms related to acceptance, invoicing, and payment.

All other terms and conditions of the Supplement executed on September 27, 2013, shall remain unchanged and in full force and effect.

**State of Mississippi, Department of
Information Technology Services, on
behalf of University of Southern
Mississippi**

By: _____
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Title: Executive Director

Date: _____

University of Southern Mississippi

By: 
Authorized Signature

Printed Name: Douglas H. Vinzant

Title: Vice President for Finance and
Administration

Date: 6 - 10 - 14

Blackboard, Inc.

By: 
Authorized Signature

Printed Name: Tess Frazier

Title: VP - Contracts

Date: 6 / 4 / 2014

EXHIBIT A-1

Licensee's Contact Information: David Sliman
Chief Information Officer
University of Southern Mississippi
118 College Drive, #5181
Hattiesburg, Mississippi 39406
david.sliman@usm.edu

Year 1 (8,001-15,000 Users) October 1, 2014 through September 30, 2015		Cost
Hosting SSL		\$450.00
Materials License Online PKG Fee		\$2,500.00
Course Delivery (8,001 – 15,000 FTE)		\$52,056.00
Additional Service Unit for Course Delivery (Additional 7,500 Active Users)		\$43,157.00
Integration and Customization Maintenance (Section Merge)		\$8,909.93
Integration and Customization Maintenance (Data Integration)		\$8,997.47
Hosting Platinum Package NA		\$182,825.00
CE/Vista Hosting Parallel		\$0
Mobile Central		\$27,472.44
Mobile Learn		\$27,254.00
Collaborate Web Conference & Voice Authoring HENA		\$55,340.37
Collaborate Enterprise IM HENA		\$25,214.00
Student Services Account Management (2,001 - 3,000 Incidents)		\$10,815.00
Student Services BB CRM Department (2,001 - 3,000 Incidents)		\$14,420.00
Student Services ELS Support Incident (2,001 - 3,000 Incidents)		\$43,260.00
TOTAL:		\$502,670.40

Year 2 (8,001-15,000 Users) October 1, 2015 through September 30, 2016		Cost
Hosting SSL		\$450.00
Materials License Online PKG Fee		\$2,500.00
Course Delivery (8,001 – 15,000 FTE)		\$53,097.00
Additional Service Unit for Course Delivery (Additional 7,500 Active Users)		\$44,020.14
Integration and Customization Maintenance (Section Merge)		\$8,909.93
Integration and Customization Maintenance (Data Integration)		\$8,997.47
Hosting Platinum Package NA		\$186,482.00
CE/Vista Hosting Parallel		\$0
Mobile Central		\$28,021.00
Mobile Learn		\$27,799.00

Year 2 (8,001-15,000 Users) October 1, 2015 through September 30, 2016		Cost
Collaborate Web Conference & Voice Authoring HENA		\$55,719.00
Collaborate Enterprise IM HENA		\$25,719.00
Student Services Account Management (2,001 - 3,000 Incidents)		\$11,031.00
Student Services BB CRM Department (2,001 - 3,000 Incidents)		\$14,708.00
Student Services ELS Support Incident (2,001 - 3,000 Incidents)		\$44,125.00
TOTAL:		\$512,306.54

Year 3 (8,001-15,000 Users) October 1, 2016 through September 30, 2017		Cost
Hosting SSL		\$450.00
Materials License Online PKG Fee		\$2,500.00
Course Delivery (8,001 – 15,000 FTE)		\$54,159.00
Additional Service Unit for Course Delivery (Additional 7,500 Active Users)		\$44,900.54
Integration and Customization Maintenance (Section Merge)		\$8,909.93
Integration and Customization Maintenance (Data Integration)		\$8,997.47
Hosting Platinum Package NA		\$190,211.00
CE/Vista Hosting Parallel		\$0
Mobile Central		\$28,581.00
Mobile Learn		\$28,355..00
Collaborate Web Conference & Voice Authoring HENA		\$57,576.00
Collaborate Enterprise IM HENA		\$26,233.00
Student Services Account Management (2,001 - 3,000 Incidents)		\$11,252.00
Student Services BB CRM Department (2,001 - 3,000 Incidents)		\$15,003.00
Student Services ELS Support Incident (2,001 - 3,000 Incidents)		\$44,508.00
TOTAL:		\$521,635.94

Year 4 (8,001-15,000 Users) October 1, 2017 through September 30, 2018		Cost
Hosting SSL		\$450.00
Materials License Online PKG Fee		\$2,500.00
Course Delivery (8,001 – 15,000 FTE)		\$54,701.00
Additional Service Unit for Course Delivery (Additional 7,500 Active Users)		\$44,349.55
Integration and Customization Maintenance (Section Merge)		\$8,909.93
Integration and Customization Maintenance (Data Integration)		\$8,997.47
Hosting Platinum Package NA		\$192,113.00
CE/Vista Hosting Parallel		\$0

Year 4 (8,001-15,000 Users)		Cost
October 1, 2017 through September 30, 2018		
Mobile Central		\$28,867.00
Mobile Learn		\$28,638.00
Collaborate Web Conference & Voice Authoring HENA		\$58,151.00
Collaborate Enterprise IM HENA		\$26,495.00
Student Services Account Management (2,001 - 3,000 Incidents)		\$11,364.00
Student Services BB CRM Department (2,001 - 3,000 Incidents)		\$15,153.00
Student Services ELS Support Incident (2,001 - 3,000 Incidents)		\$45,458.00
TOTAL:		\$527,146.95

Year 5 (8,001-15,000 Users)		Cost
October 1, 2018 through September 30, 2019		
Hosting SSL		\$450.00
Materials License Online PKG Fee		\$2,500.00
Course Delivery (8,001 – 15,000 FTE)		\$55,248.00
Additional Service Unit for Course Delivery (Additional 7,500 Active Users)		\$45,803.04
Integration and Customization Maintenance (Section Merge)		\$8,909.93
Integration and Customization Maintenance (Data Integration)		\$8,997.47
Hosting Platinum Package NA		\$194,034.00
CE/Vista Hosting Parallel		\$0
Mobile Central		\$29,156.00
Mobile Learn		\$28,925.00
Collaborate Web Conference & Voice Authoring HENA		\$58,773.00
Collaborate Enterprise IM HENA		\$26,760.00
Student Services Account Management (2,001 - 3,000 Incidents)		\$11,478.00
Student Services BB CRM Department (2,001 - 3,000 Incidents)		\$15,304.00
Student Services ELS Support Incident (2,001 - 3,000 Incidents)		\$45,912.00
TOTAL:		\$532,250.44

PROJECT NUMBER 40758
AMENDMENT # 1 TO
SUPPLEMENT TO THE MASTER LICENSE AND APPLICATION SERVICES PROVIDER
AGREEMENT
BETWEEN
BLACKBOARD, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF SOUTHERN MISSISSIPPI

This document (hereinafter referred to as "Amendment Number 1") shall serve to amend the original Supplement to the Master License and Application Services Provider Agreement executed on September 27, 2013 (hereinafter referred to as "Supplement"), between Blackboard, Inc., a Delaware corporation having its principal place of business at 650 Massachusetts Avenue, Northwest, 6th Floor, Washington, D.C. 20001-3796 (hereinafter referred to as "Blackboard"), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211(hereinafter referred to as "ITS"), as contracting agent for the University of Southern Mississippi located at 118 College Drive, #5181, Hattiesburg, Mississippi 39406 (hereinafter referred to as "Licensee"). ITS and Licensee are sometimes collectively referred to herein as "State."

NOW THEREFORE, ITS, Licensee, and Blackboard, by entering into this Amendment Number 1, mutually agree that the following provisions shall modify the aforementioned Supplement:

- 1) Exhibit A in the Supplement shall be and hereby is augmented by the new Exhibit A-1, which is attached to this Amendment Number 1 and incorporated herein by reference. All references in the Supplement to "Exhibit A" shall be and hereby are revised to be "Exhibit A and Exhibit A-1."

- 2) The period of performance of the ASP services under the Supplement shall begin on October 1, 2014, and continue until the close of business on September 30, 2019. During this period of time, Blackboard shall provide ASP services as specified in Exhibit A-1. The total price (setup, annual fees, and licensing) shall be \$2,596,010.27, and will be payable as set forth in the attached Exhibit A-1 which is incorporated herein by reference, and in no event will the total compensation to be paid hereunder exceed the specified sum of \$2,596,010.27 unless prior written authorization from ITS has been obtained. The parties understand and agree that this acquisition is subject to and controlled by the terms and conditions set forth in the Master ASP Agreement, including but not limited to, the terms related to acceptance, invoicing, and payment.

All other terms and conditions of the Supplement executed on September 27, 2013, shall remain unchanged and in full force and effect.

**State of Mississippi, Department of
Information Technology Services, on
behalf of University of Southern
Mississippi**

By: 
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Title: Executive Director

Date: 6/13/14

Blackboard, Inc.

By: 
Authorized Signature

Printed Name: Tess Frazier

Title: VP - Contracts

Date: 6/4/2014

University of Southern Mississippi

By: 
Authorized Signature

Printed Name: Douglas H. Vinzant

Title: Vice President for Finance and
Administration

Date: 6-10-14

EXHIBIT A-1

Licensee's Contact Information: David Sliman
Chief Information Officer
University of Southern Mississippi
118 College Drive, #5181
Hattiesburg, Mississippi 39406
david.sliman@usm.edu

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Student Services ELS Support Incident (2,001 - 3,000 Incidents)		\$45,912.00
	TOTAL:	\$532,250.44

Effective Date 10/01/2014
Expiration Date 09/30/2019
Date Printed 07/10/2014
Procurement Type COMPETITIVE PROCUREMENT

CP-1 Acquisition Approval Form
Dept. of Information Technology Services
3771 Eastwood Dr.
Jackson, MS 39211
(601) 432-8000

CP-1 20150016
Contract IT20140068
Acquisition Method: PURCHASE

Page: 1

This document is your authorization from ITS to purchase the following products and/or services from the vendor listed, at or below the prices itemized. If no vendor is listed, proceed according to ITS exemption instructions or instructions included on the Planned Purchase Approval Letter accompanying this CP-1. This procurement is contingent upon availability of funds and will not become final until the vendor has received your purchase order. Keep this form with your financial records as an audit trail of ITS procurement approval.

For additional information regarding the ITS Procurement Process and CP-1 Approval Documents, refer to the ITS Procurement Handbook, located at <http://www.its.state.ms.us/its/procman.nsf>. The following sections of the Procurement Handbook include information specifically related to CP-1 approvals: 009-025, 013-040, and 013-080.

If you need additional assistance regarding this CP-1, please contact the ITS Procurement Help Desk at 601-432-8166 or e-mail isshelp@its.ms.gov.

University of Southern MS ATTN: Paige Strickland Box 5001 Hattiesburg, MS 39406	PLACE ORDER TO: BLACKBOARD INC 650 MASSACHUSETTS AVENUE NW 6TH FL WASHINGTON DC 20001 ATTN: ORDER TO MAKE PAYMENT TO: BLACKBOARD INC 650 MASSACHUSETTS AVENUE NW 6TH FL WASHINGTON DC 20001 ATTN: ORDER TO
--	---

MAX ANNUAL % INCREASE	0.00	CP1 LIFECYCLE LIMIT	2,596,010.27	NUMBER OF PAYMENTS	1
-----------------------	------	---------------------	--------------	--------------------	---

This software will be used to facilitate online courses for up to 15,000 users.

Amendment #1 to the Supplement to the Master Agreement has been executed. The annual term is October 1st through September 30th.

APPROVED ITS DATE:07/10/2014

PRODUCTS AND SERVICES PURCHASE DETAILS

QTY	PRODUCTS	EACH NET	EXTENDED NET
1	Blackboard Licensing and Hosting October 1, 2014 - September 30, 2015	502,670.40	502,670.40
1	Blackboard Licensing and Hosting October 1, 2015 - September 30, 2016	512,306.54	512,306.54
1	Blackboard Licensing and Hosting October 1, 2016 - September 30, 2017	521,635.94	521,635.94
1	Blackboard Licensing and Hosting October 1, 2017 - September 30, 2018	527,146.95	527,146.95
1	Blackboard Licensing and Hosting October 1, 2018 - September 30, 2019	532,250.44	532,250.44

TOTAL

MAXIMUM

2,596,010.27

Effective Date 10/01/2014
Expiration Date 09/30/2019
Date Printed 07/10/2014
Procurement Type COMPETITIVE PROCUREMENT

CP-1 Acquisition Approval Form
Dept. of Information Technology Services
3771 Eastwood Dr.
Jackson, MS 39211
(601) 432-8000

Page: 2
CP-1 20150016
Contract IT20140068
Acquisition Method: PURCHASE

COMMODITY CODES -- 61902000000, 61920000000, 61921000000

DISTRIBUTION TO

Paige Strickland - MAIL - COVER PAGE Box 5001 Hattiesburg, MS 39406

PRNO BAG00-40758-1	ATHY AUTHORITY APRV	03/20/2014 SUBSEQUENT	REPLACEMENT RFP No(s) 3452
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CP-1 LIFECYCLE REPORT

Product/Services
Blackboard Hosting, Licensing and Services for 5 Years

Payment frequency MAXIMUM
Max Annual % Increase 0.00

YEAR	PERIOD	PAYMENT AMOUNT	# PMTS	TOTAL FOR YEAR
1	10/01/2014	2,596,010.27	1	2,596,010.27
Total			1	2,596,010.27

Purchase Order



USM Purchasing
 2609 WEST 4TH STREET
 HATTIESBURG MS 39401
 United States

Vendor: 0000012899
 BLACKBOARD INC
 650 MASSACHUSETTS AVENUE NW
 6TH FLOOR
 WASHINGTON DC 20001

Purchase Order		Date	Revision	Dispatch via Print		
1082742		07/18/2014		Page 1		
Payment Terms	Freight Terms	Ship Via				
Net 30	FOB:Destin,frt prep'd/chrg back	BESTWAY				
Buyer	Requisition #	Requestor				
Jones, Modist	0000064217	Geske, Connie Powell				
Ship To:	2609 WEST 4TH STREET HATTIESBURG MS 39401 United States					
Bill To:	118 COLLEGE DRIVE #5104 HATTIESBURG MS 39406-0001 United States					

Tax Exempt? Y	Tax Exempt ID: 64-740188K	Dept: iTech Administration	Dept Id: 120029	Proj/Grnt: IT00105	
Line	Quantity	UOM	Item/Description	Unit Price	Extended Amt

1	1.00	EA	Hosting SSL	450.00	450.00
2	1.00	EA	Materials License Online PKG Fee	2,500.00	2,500.00
3	1.00	EA	Course Delivery (8,001 - 15,000 FTE)	52,056.00	52,056.00
4	1.00	EA	Additional Service Unit for Course Delivery (Additional 7,500 Active Users)	43,157.00	43,157.00
5	1.00	EA	Integration and Customization Maintenance (Section Merge)	8,909.93	8,909.93
6	1.00	EA	Integration and Customization Maintenance (Data Integration)	8,997.47	8,997.47
7	1.00	EA	Hosting Platinum Package NA	182,825.00	182,825.00
8	1.00	EA	CE/Vista Hosting Parallel	0.00	0.00
9	1.00	EA	Mobile Central	27,472.00	27,472.00
10	1.00	EA	Mobile Learn	27,254.00	27,254.00
11	1.00	EA	Collaborate Web Conference & Voice Authoring HENA	55,340.00	55,340.00
12	1.00	EA	Collaborate Enterprise IM HENA	25,214.00	25,214.00
13	1.00	EA	Student Services Account Management (2,001 - 3,000 Incidents)	10,815.00	10,815.00
14	1.00	EA	Student Services BB CRM Department (2,001 - 3,000 Incidents)	14,420.00	14,420.00
15	1.00	EA	Student Services ELS Support Incident (2,001 - 3,000 Incidents)	43,260.00	43,260.00

IHL approval as per May 2014 agenda on file.

MS ITS Project# 40758

CP-1 approval #20150016, Contract IT20140068, dated 06/10/14

Executed signed agreement on file.

Year 1 of 5 year contract: 10/1/14-9/30/19

PLEASE SEND INVOICES TO:

ITInvoices@usm.edu

OR

The University of Southern Mississippi - iTech
 118 College Drive #5181
 Hattiesburg, MS 39406

*Callek
7/31/14
Dawn*



USM Purchasing
2609 WEST 4TH STREET
HATTIESBURG MS 39401
United States

Purchase Order

Purchase Order		Date	Revision	Dispatch via Print
1082742		07/18/2014		Page 2
Payment Terms	Freight Terms	Ship Via		
Net 30	FOB:Destin.frt_prepd/chrg back			BESTWAY
Buyer Jones, Modist		Requisition #	Requestor	
		0000064217	Geske, Connie Powell	
Ship To:	2609 WEST 4TH STREET HATTIESBURG MS 39401 United States			
Bill To:	118 COLLEGE DRIVE #5104 HATTIESBURG MS 39406-0001 United States			
Tax Exempt? Y Line	Tax Exempt ID: 64-740188K Quantity	Dept: iTech Administration UOM	Dept Id: 120029 Item/Description Unit Price	Proj/Grnt: IT00105 Extended Amt

Vendor: 0000012899
 BLACKBOARD INC
 650 MASSACHUSETTS AVENUE NW
 6TH FLOOR
 WASHINGTON DC 20001

INVOICES MUST BE APPROVED BY ITECH BEFORE PAYMENT

WALK THRU: CIO ADMIN ASST X4190 KEESHA OR X4081 CONNIE
 WO# 363744

Total:	502,670.40
---------------	------------

BY

USM Procurement and Contract Services
 Phone (601) 266-4131
 Fax (601) 266-5182

Terms and Conditions

CORRESPONDENCE should be addressed to the Procurement department. Email: procurement@usm.edu
 ACKNOWLEDGE order upon receipt and give definite shipping date.

This Purchase Order is subject to, incorporates herein, and Seller
 agrees to be bound by, the USM Terms and Conditions which may be found at
<https://www.usm.edu/procurement-contract-services/usm-terms-and-conditions>
 AAEOE/ADA



Procurement

Logo

ITS Procurement Request Form

Project Title Blackboard Contract Modification
Project Type Revision to Previous Approval
Status Submitted to ITS
Stimulus Funding No

In order to efficiently process your Procurement Request, we need the following types of information. Providing complete information enables faster and more efficient processing. You may complete the sections as you prefer.

Contact Information

Agency/Institution:
University of Southern MS
Box 5001
Hattiesburg, MS 39406

Contact Person:
Strickland, Paige
Computer.Orders@usm.edu
601-266-4007

Project Plan: <select a project plan>

MAGIC Codes (only required from state agencies)
Customer 5000000091 (UNIVERSITY OF
Number: SOUTHERN MS)

Division/Dept:
Handmail? Yes

Project History & Accounting

CP-1 Number to be Revised
Cp1no20150016

Revision(s) Required:
Other

Total Amount Authorized on CP-1 to be Revised
\$2,596,010.27

MAGIC Contract Number

Project Accounting:

Expenditures to Date: Provide invoice details for at least the previous 12 months. Payments older than 12 months should be summarized by Fiscal Year.

Payment History:

Inv Num	Inv Date	Inv Amt	Pmt Da
1170804	08/31/2014	\$25,214.00	09/18/2014
1172361	09/18/2014	\$353,621.84	10/02/2014
1172888	09/24/2014	\$55,340.37	10/02/2014
1177364	10/31/2014	\$68,495.00	11/13/2014

CP-1 Rem

Other:

(specify)

Modifications to the existing contract are needed.

Current Attachments: (1 for a total of 24 KB)

-  2014-07-10 Cp1no20150016.pdf (24 KB)

Logo

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Procurement

Logo

ITS Procurement Request Form

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Project Type Revision to Previous Approval
Status Submitted to ITS
Stimulus Funding No

In order to efficiently process your Procurement Request, we need the following types of information. Providing complete information enables faster and more efficient processing. You may complete the sections as you prefer.

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University of Southern MS
Box 5001
Hattiesburg, MS 39406

Contact Person:
Strickland, Paige
Computer.Orders@usm.edu
601-266-4007

Project Plan: <select a project plan>

MAGIC Codes (only required from state agencies)
Customer 5000000091 (UNIVERSITY OF
Number: SOUTHERN MS)

Division/Dept:
Handmail? Yes

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CP-1 Number to be Revised
Cp1no20150016

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CP-1 Rem

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USM Purchasing
2609 WEST 4TH STREET
HATTIESBURG MS 39401
United States

Purchase Order

Dispatch via Print

Purchase Order	Date	Revision	Page
1086724	09/23/2015		1
Payment Terms	Freight Terms		Ship Via
Net 30	FOB:Destin,frt prep'd/chrg back		BESTWAY
Buyer	Requisition #	Requestor	
Bendrix, Heather Lenoir	0000068378	Geske, Connie Powell	

Vendor: 0000012899
BLACKBOARD INC
650 MASSACHUSETTS AVENUE NW
6TH FLOOR
WASHINGTON DC 20001

Ship To: 2609 WEST 4TH STREET
HATTIESBURG MS 39401
United States

BILL To: 118 COLLEGE DRIVE #5104
HATTIESBURG MS 39406-0001
United States

Tax Exempt?	Y	Tax Exempt ID:	64-740188K	Dept:	iTech Administration	Dept Id: 120029	Proj/Grnt: IT00105
Line		Quantity	UOM	Item/Description		Unit Price	Extended Amt

1	1.00	EA	Hosting SSL		450.00	450.00
2	1.00	EA	Materials License Online PKG Fee		2,500.00	2,500.00
3	1.00	EA	Course Delivery (8,001 - 15,000 FTE)		53,097.00	53,097.00
4	1.00	EA	Additional Service Unit for Course Delivery (Additional 7,500 Active Users)		44,020.14	44,020.14
5	1.00	EA	Integration and Customization Maintenance (Section Merge)		8,909.93	8,909.93
6	1.00	EA	Integration and Customization Maintenance (Data Integration)		8,997.47	8,997.47
7	1.00	EA	Hosting Platinum Package NA		186,482.00	186,482.00
8	1.00	EA	CE/Vista Hosting Parallel		0.00	0.00
9	1.00	EA	Mobile Central		28,021.00	28,021.00
10	1.00	EA	Mobile Learn		27,799.00	27,799.00
11	1.00	EA	Collaborate Web Conference & Voice Authoring HENA		55,719.00	55,719.00
12	1.00	EA	Collaborate Enterprise IM HENA		25,719.00	25,719.00
13	1.00	EA	Student Services Account Management (2,001 - 3,000 Incidents)		11,031.00	11,031.00
14	1.00	EA	Student Services BB CRM Department (2,001 - 3,000 Incidents)		14,708.00	14,708.00
15	1.00	EA	Student Services ELS Support Incident (2,001 - 3,000 Incidents)		44,125.00	44,125.00

IHL approval as per May 2014 agenda on file.
MS ITS Project# 40758
CP-1 approval #20150016, Contract IT20140068, dated 06/10/14
Executed signed agreement on file.

Year 2 of 5 year contract: 10/1/14-9/30/19

PLEASE SEND INVOICES TO:
ITInvoices@usm.edu
OR
The University of Southern Mississippi - iTech
118 College Drive #5181



USM Purchasing
 2609 WEST 4TH STREET
 HATTIESBURG MS 39401
 United States

Purchase Order

Dispatch via Print

Purchase Order	Date	Revision	Page
1086724	09/23/2015		2
Payment Terms	Freight Terms	Ship Via	
Net 30	FOB:Destin, frt prep'd/chrg back	BESTWAY	
Buyer	Requisition #	Requestor	
Hendrix, Heather Lenoir	0000068378	Geske, Connie Powell	
Ship To:	2609 WEST 4TH STREET HATTIESBURG MS 39401 United States		
Bill To:	118 COLLEGE DRIVE #5104 HATTIESBURG MS 39406-0001 United States		
Tax Exempt? Y	Tax Exempt ID: 64-740188K	Dept: iTech Administration	Dept Id:120029 Proj/Grnt: IT00105
Line	Quantity	UOM	Unit Price Extended Amt

Vendor:0000012899
 BLACKBOARD INC
 650 MASSACHUSETTS AVENUE NW
 6TH FLOOR
 WASHINGTON DC 20001

Hattiesburg, MS 39406

INVOICES MUST BE APPROVED BY ITECH BEFORE PAYMENT

WALK THRU: CIO ADMIN ASST X4190 OR X4081 CONNIE

WO# 415212

Total: 511,578.54

BY

Steve Soden
 USM Procurement and Contract Services
 Phone (601) 266-4131
 Fax (601) 266-5182

Terms and Conditions

CORRESPONDENCE should be addressed to the Procurement department. Email: procurement@usm.edu
 ACKNOWLEDGE order upon receipt and give definite shipping date.

This Purchase Order is subject to, incorporates herein, and Seller
 agrees to be bound by, the USM Terms and Conditions which may be found at
<https://www.usm.edu/procurement-contract-services/usm-terms-and-conditions>
 AA/EOE/ADA



Mississippi Department of
Information Technology Services

3771 Eastwood Drive
Jackson, MS 39211-6381
Phone: 601-432-8000
Fax: 601-713-6380
www.its.ms.gov

Craig P. Orgeron, Ph.D., Executive Director

July 13, 2016

Paige Strickland
University of Southern Mississippi (USM)
Box 5001
Hattiesburg, Mississippi 39406

RE: ITS Project Number 42391: Blackboard Learning Management Amendment

Dear Ms. Strickland:

As you are aware, my staff has been working with USM to amend the existing Supplement to the ITS Master License and Application Services Provider Agreement with Blackboard that ITS executed on behalf of USM. After execution, ITS will issue a CP1 approval document to USM. I understand that USM needs to obtain IHL Board approval before the amendment is executed.

Please contact Cerria Walker of my staff at 601-432-8013 if you have questions or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "C.P. Orgeron".

Craig P. Orgeron, Ph.D.

cc: ITS Project File Number 42391

PROJECT NUMBER 42391
AMENDMENT # 13 TO
MASTER LICENSE AND APPLICATION SERVICE PROVIDER AGREEMENT
BETWEEN
BLACKBOARD INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI
(ORIGINAL PROJECT NUMBER 35758)

This document (hereinafter referred to as "Amendment Number 13") shall serve to amend the original Master License and Application Service Provider Agreement executed on April 20, 2006, and amended on September 11, 2006, January 3, 2007, March 30, 2007, September 10, 2007, December 5, 2008, September 12, 2010, January 31, 2012, June 18, 2012, August 23, 2013, February 11, 2014, July 15, 2014, and September 26, 2014 (hereinafter referred to as "Master Agreement"), between Blackboard Inc., a Delaware corporation having its principal place of business at 1111 19th Street, NW, Washington, DC 20036 (hereinafter referred to as "Licensor" and/or "Blackboard"), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the agencies and institutions of the State of Mississippi (hereinafter referred to as "Licensee").

NOW THEREFORE, ITS and Licensor, by entering into this Amendment Number 13, mutually agree that the following provisions shall modify the aforementioned Master Agreement:

- 1) Article 1, "Term of Agreement" shall be and hereby is amended so as to renew the Master Agreement for an additional term continuing through the close of business on April 19, 2029.
- 2) The sixth and seventh sentences of Article 7.1, "Method and Time of Payment" shall be and hereby are deleted in their entirety and replaced with the following: "Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Licensor's choice."
- 3) The third sentence of Article 26 "Notice" shall be and hereby is revised to read: "Licensor's address for notice is: Mr. Bill Jones, Associate General Counsel, Blackboard Inc., 1111 19th Street, NW, Washington, DC 20036."
- 4) Article 33 "Confidential Information" shall be and hereby is amended by adding the following: "33.3 The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Master Agreement shall not be deemed confidential information."
- 5) The following new Article 53 titled "Transparency" shall be and hereby is added to the Master Agreement and shall read as follows:

"ARTICLE 53 TRANSPARENCY

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Master Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Master Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Master Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted."

- 6) Exhibit A-12 in Amendment Number 12 shall be and hereby is replaced by the new Exhibit A-13 which is attached to this Amendment Number 13 and incorporated herein by reference. All references in the Agreement to "Exhibit A-12" shall be and hereby are revised to be "Exhibit A-13".

All other terms and conditions of the Master Agreement executed on April 20, 2006, and amended on September 11, 2006, January 3, 2007, March 30, 2007, September 10, 2007, December 5, 2008, September 12, 2010, January 31, 2012, June 18, 2012, August 23, 2013, February 11, 2014, July 15, 2014, and September 26, 2014 shall remain unchanged and in full force and effect.

**State of Mississippi, Department of
Information Technology Services**

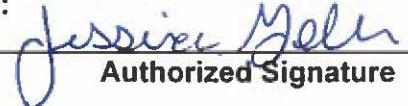
By: Craig P. Orgeron
Authorized Signature 

Printed Name: Craig P. Orgeron, Ph.D.

Title: Executive Director

Date: 07/27/2016

Blackboard Inc.

By: Jessica Geller
Authorized Signature 

Printed Name: Jessica Geller

Title: Counsel

Date: 7/25/2016

EXHIBIT A-13

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Vendor Hosted Application Tiered Licensing							
Course Delivery - Enterprise & CE Enterprise (formerly Learning System)							
Tier I 0 - 2,000 FTE	\$40,936	\$41,345	\$41,758	\$42,802	\$43,872	\$44,969	\$46,093
Tier II 2,001 - 4,000 FTE	\$52,188	\$52,709	\$53,236	\$54,567	\$55,931	\$57,329	\$58,763
Tier III 4,001 - 8,000 FTE	\$63,439	\$64,074	\$64,715	\$86,833	\$89,004	\$91,229	\$93,510
Tier IV 8,001 - 15,000 FTE	\$77,370	\$78,144	\$78,926	\$80,899	\$82,922	\$84,995	\$87,120
Tier V 15,001 - 25,000 FTE	\$88,622	\$89,509	\$90,404	\$92,664	\$94,981	\$97,355	\$99,789
Tier VI 25,001 - 50,000 FTE	\$100,732	\$101,739	\$102,756	\$105,325	\$107,958	\$110,657	\$113,423

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Vendor Hosted Application Tiered Licensing						
Course Delivery - Enterprise & CE Enterprise (formerly Learning System)						
Tier I 0 - 2,000 FTE	\$47,245	\$48,426	\$49,637	\$50,878	\$52,150	\$53,454
Tier II 2,001 - 4,000 FTE	\$60,232	\$61,737	\$63,281	\$64,863	\$66,484	\$68,147
Tier III 4,001 - 8,000 FTE	\$95,847	\$98,243	\$100,700	\$103,217	\$105,797	\$108,442
Tier IV 8,001 - 15,000 FTE	\$89,298	\$91,530	\$93,818	\$96,164	\$98,568	\$101,032
Tier V 15,001 - 25,000 FTE	\$102,284	\$104,841	\$107,462	\$110,148	\$112,902	\$115,725
Tier VI 25,001 - 50,000 FTE	\$116,259	\$119,165	\$122,145	\$125,198	\$128,328	\$131,536

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
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CE LTD

Tier I 0 - 2,000 FTE	\$33,434	\$33,769	\$34,106	\$34,961	\$35,835	\$36,731	\$37,649
Tier II 2,001 - 4,000 FTE	\$41,150	\$41,561	\$41,977	\$43,026	\$44,102	\$45,205	\$46,335
Tier III 4,001 - 8,000 FTE	\$49,830	\$50,328	\$50,832	\$52,103	\$53,405	\$54,741	\$56,109
Tier IV 8,001 - 15,000 FTE	\$59,474	\$60,069	\$60,670	\$62,187	\$63,741	\$65,335	\$66,968
Tier V 15,001 - 25,000 FTE	\$69,012	\$69,702	\$70,399	\$72,159	\$73,963	\$75,812	\$77,707
Tier VI 25,001 - 50,000 FTE	\$77,156	\$77,928	\$78,707	\$80,675	\$82,692	\$84,759	\$86,878

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
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CE LTD

Tier I 0 - 2,000 FTE	\$38,590	\$39,555	\$40,544	\$41,557	\$42,596	\$43,661
Tier II 2,001 - 4,000 FTE	\$47,493	\$48,680	\$49,897	\$51,145	\$52,424	\$53,734
Tier III 4,001 - 8,000 FTE	\$57,512	\$58,950	\$60,423	\$61,934	\$63,482	\$65,069
Tier IV 8,001 - 15,000 FTE	\$68,643	\$70,359	\$72,118	\$73,921	\$75,769	\$77,663
Tier V 15,001 - 25,000 FTE	\$79,650	\$81,641	\$83,682	\$85,774	\$87,919	\$90,117
Tier VI 25,001 - 50,000 FTE	\$89,050	\$91,276	\$93,558	\$95,897	\$98,294	\$100,752

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
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Community Engagement (formerly Community System)

Tier I 0 - 2,000 FTE	\$28,719	\$29,006	\$29,296	\$30,028	\$30,779	\$31,549	\$32,337
Tier II 2,001 - 4,000 FTE	\$36,542	\$36,907	\$37,276	\$38,208	\$39,163	\$40,142	\$41,146

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Tier III 4,001 - 8,000 FTE	\$44,258	\$44,700	\$45,147	\$46,276	\$47,433	\$48,618	\$49,834
Tier IV 8,001 - 15,000 FTE	\$54,224	\$54,766	\$55,313	\$56,696	\$58,113	\$59,566	\$61,055
Tier V 15,001 - 25,000 FTE	\$62,153	\$62,775	\$63,403	\$64,988	\$66,613	\$68,278	\$69,985
Tier VI 15,001 – 35,000 FTE	\$70,298	\$71,001	\$71,711	\$73,504	\$75,341	\$77,225	\$79,156

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Community Engagement (formerly Community System)						
Tier I 0 - 2,000 FTE	\$33,146	\$33,974	\$34,824	\$35,694	\$36,587	\$37,501
Tier II 2,001 - 4,000 FTE	\$42,174	\$43,229	\$44,309	\$45,417	\$46,553	\$47,716
Tier III 4,001 - 8,000 FTE	\$51,080	\$52,357	\$53,666	\$55,007	\$56,382	\$57,792
Tier IV 8,001 - 15,000 FTE	\$62,582	\$64,146	\$65,750	\$67,394	\$69,078	\$70,805
Tier V 15,001 - 25,000 FTE	\$71,735	\$73,528	\$75,366	\$77,250	\$79,182	\$81,161
Tier VI 25,001- 50,000 FTE	\$81,134	\$83,163	\$85,242	\$87,373	\$89,557	\$91,796

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Content Management (formerly Content System)							
Tier I 0 - 2,000 FTE	\$33,649	\$33,985	\$34,325	\$35,183	\$36,063	\$36,964	\$37,888
Tier II 2,001 - 4,000 FTE	\$44,579	\$45,025	\$45,475	\$46,612	\$47,777	\$48,972	\$50,196
Tier III 4,001 - 8,000 FTE	\$55,831	\$56,389	\$56,953	\$58,377	\$59,836	\$61,332	\$62,865
Tier IV 8,001 - 15,000 FTE	\$67,190	\$67,862	\$68,541	\$70,255	\$72,011	\$73,811	\$75,656
Tier V 15,001 - 25,000 FTE	\$78,335	\$79,118	\$79,909	\$81,907	\$83,954	\$86,053	\$88,205
Tier VI 25,001- 50,000 FTE	\$89,480	\$90,374	\$91,278	\$93,560	\$95,899	\$98,296	\$100,754

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Content Management (formerly Content System)						
Tier I 0 - 2,000 FTE	\$38,836	\$39,806	\$40,802	\$41,822	\$42,867	\$43,939
Tier II 2,001 - 4,000 FTE	\$51,451	\$52,737	\$54,055	\$55,407	\$56,792	\$58,212
Tier III 4,001 - 8,000 FTE	\$64,437	\$66,048	\$67,699	\$69,392	\$71,126	\$72,905
Tier IV 8,001 - 15,000 FTE	\$77,548	\$79,487	\$81,474	\$83,511	\$85,598	\$87,738
Tier V 15,001 - 25,000 FTE	\$90,410	\$92,670	\$94,987	\$97,361	\$99,795	\$102,290
Tier VI 25,001- 50,000 FTE	\$103,273	\$105,854	\$108,501	\$111,213	\$113,994	\$116,844
Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)
Outcomes Assessment (formerly Outcomes System)						
Tier I 0 - 2,000 FTE	\$47,258	\$47,731	\$48,208	\$49,413	\$50,649	\$51,915
Tier II 2,001 - 4,000 FTE	\$59,153	\$59,745	\$60,342	\$82,351	\$84,409	\$86,520
Tier III 4,001 - 8,000 FTE	\$71,048	\$71,758	\$72,476	\$74,290	\$76,147	\$78,051
Tier IV 8,001 - 15,000 FTE	\$82,728	\$83,556	\$84,391	\$86,501	\$88,663	\$90,880
Tier V 15,001 - 25,000 FTE	\$94,516	\$95,461	\$96,416	\$100,878	\$103,400	\$105,985
Tier VI 25,001- 50,000 FTE	\$106,518	\$107,583	\$108,659	\$111,580	\$114,370	\$117,229
Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Outcomes Assessment (formerly Outcomes System)						
Tier I 0 - 2,000 FTE	\$54,543	\$55,907	\$57,304	\$58,737	\$60,205	\$61,710
Tier II 2,001 - 4,000 FTE	\$90,900	\$93,172	\$95,501	\$97,889	\$100,336	\$102,845
Tier III 4,001 - 8,000 FTE	\$82,002	\$84,052	\$86,154	\$88,307	\$90,515	\$92,778
Tier IV 8,001 - 15,000 FTE	\$95,481	\$97,868	\$100,314	\$102,822	\$105,393	\$108,028
Tier V 15,001 - 25,000 FTE	\$111,351	\$114,135	\$116,988	\$119,913	\$122,911	\$125,983

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Tier VI 25,001- 50,000 FTE	\$123,164	\$126,243	\$129,399	\$132,634	\$135,950	\$139,349

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Vista Enterprise							
Tier I 0 - 2,000 FTE	\$88,301	\$89,184	\$90,076	\$92,330	\$94,638	\$97,004	\$99,429
Tier II 2,001 - 4,000 FTE	\$112,198	\$113,320	\$114,453	\$117,314	\$120,247	\$123,253	\$126,335
Tier III 4,001 - 8,000 FTE	\$136,309	\$137,672	\$139,049	\$142,525	\$146,088	\$149,741	\$153,484
Tier IV 8,001 - 15,000 FTE	\$160,313	\$161,916	\$163,535	\$188,123	\$192,826	\$197,647	\$202,588
Tier V 15,001 - 25,000 FTE	\$192,462	\$194,386	\$196,330	\$203,288	\$208,370	\$213,580	\$218,919
Tier VI 25,001- 50,000 FTE	\$224,610	\$226,856	\$229,125	\$234,853	\$240,724	\$246,743	\$252,911

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Vista Enterprise						
Tier I 0 - 2,000 FTE	\$101,915	\$104,463	\$107,074	\$109,751	\$112,495	\$115,307
Tier II 2,001 - 4,000 FTE	\$129,493	\$132,730	\$136,049	\$139,450	\$142,936	\$146,510
Tier III 4,001 - 8,000 FTE	\$157,321	\$161,254	\$165,286	\$169,418	\$173,653	\$177,994
Tier IV 8,001 - 15,000 FTE	\$207,653	\$212,844	\$218,165	\$223,620	\$229,210	\$234,940
Tier V 15,001 - 25,000 FTE	\$224,392	\$230,002	\$235,752	\$241,646	\$247,687	\$253,879
Tier VI 25,001- 50,000 FTE	\$259,234	\$265,715	\$272,358	\$279,167	\$286,146	\$293,299

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
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Mobile Central

Tier I 0 - 2,000 FTE	\$28,118	\$28,399	\$28,683	\$29,400	\$30,135	\$30,889	\$31,661
Tier II 2,001 - 4,000 FTE	\$31,899	\$32,218	\$32,540	\$33,353	\$34,187	\$35,042	\$35,918
Tier III 4,001 - 8,000 FTE	\$35,726	\$36,084	\$36,445	\$37,356	\$38,290	\$39,247	\$40,228
Tier IV 8,001 - 15,000 FTE	\$40,831	\$41,239	\$41,651	\$42,693	\$43,760	\$44,854	\$45,975
Tier V 15,001 - 25,000 FTE	\$45,935	\$46,394	\$46,858	\$48,029	\$49,230	\$50,461	\$51,722
Tier VI 25,001- 50,000 FTE	\$51,039	\$51,549	\$52,065	\$53,366	\$54,700	\$56,068	\$57,470

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
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Mobile Central

Tier I 0 - 2,000 FTE	\$32,452	\$33,264	\$34,095	\$34,948	\$35,821	\$36,717
Tier II 2,001 - 4,000 FTE	\$36,816	\$37,736	\$38,680	\$39,647	\$40,638	\$41,654
Tier III 4,001 - 8,000 FTE	\$41,234	\$42,265	\$43,321	\$44,404	\$45,514	\$46,652
Tier IV 8,001 - 15,000 FTE	\$47,125	\$48,303	\$49,510	\$50,748	\$52,017	\$53,317
Tier V 15,001 - 25,000 FTE	\$53,015	\$54,341	\$55,699	\$57,092	\$58,519	\$59,982
Tier VI 25,001- 50,000 FTE	\$58,906	\$60,379	\$61,888	\$63,436	\$65,022	\$66,647

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
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Mobile Learn

Tier I 0 - 2,000 FTE	\$19,494	\$19,689	\$19,886	\$20,383	\$20,892	\$21,415	\$21,950
Tier II 2,001 - 4,000 FTE	\$22,151	\$22,373	\$22,597	\$23,161	\$23,740	\$24,334	\$24,942
Tier III 4,001 - 8,000 FTE	\$24,810	\$25,058	\$25,309	\$25,941	\$26,590	\$27,255	\$27,936
Tier IV 8,001 - 15,000 FTE	\$28,355	\$28,638	\$28,925	\$29,648	\$30,389	\$31,149	\$31,928
Tier V 15,001 - 25,000 FTE	\$31,899	\$32,218	\$32,540	\$33,353	\$34,187	\$35,042	\$35,918

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Tier VI 25,001- 50,000 FTE	\$35,444	\$35,798	\$36,156	\$37,060	\$37,986	\$38,936	\$39,909

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
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Mobile Learn							
Tier I 0 - 2,000 FTE	\$22,499	\$23,061	\$23,638	\$24,229	\$24,834	\$25,455	
Tier II 2,001 - 4,000 FTE	\$25,566	\$26,205	\$26,860	\$27,532	\$28,220	\$28,925	
Tier III 4,001 - 8,000 FTE	\$28,634	\$29,350	\$30,084	\$30,836	\$31,607	\$32,397	
Tier IV 8,001 - 15,000 FTE	\$32,726	\$33,544	\$34,382	\$35,242	\$36,123	\$37,026	
Tier V 15,001 - 25,000 FTE	\$36,816	\$37,736	\$38,680	\$39,647	\$40,638	\$41,654	
Tier VI 25,001- 50,000 FTE	\$40,907	\$41,930	\$42,978	\$44,053	\$45,154	\$46,283	

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
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Collaborate Web Conferencing and Hosting							
Tier I 0 - 2,000 FTE	\$38,464	\$39,618	\$40,806	\$41,827	\$42,872	\$43,944	\$45,043
Tier II 2,001 - 4,000 FTE	\$55,412	\$57,075	\$58,787	\$60,256	\$61,763	\$63,307	\$64,890
Tier III 4,001 - 8,000 FTE	\$74,163	\$76,388	\$78,680	\$80,647	\$82,663	\$84,730	\$86,848
Tier IV 8,001 - 15,000 FTE	\$96,400	\$99,292	\$102,271	\$104,828	\$107,449	\$110,135	\$112,888
Tier V 15,001 - 25,000 FTE	\$114,930	\$116,080	\$117,240	\$120,171	\$123,175	\$126,255	\$129,411
Tier VI 25,001- 50,000 FTE	\$154,655	\$156,202	\$157,764	\$161,708	\$165,751	\$169,895	\$174,142

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
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Collaborate Web Conferencing and Hosting

Tier I 0 - 2,000 FTE	\$46,169	\$47,323	\$48,506	\$49,719	\$50,962	\$52,236
Tier II 2,001 - 4,000 FTE	\$66,512	\$68,175	\$69,879	\$71,626	\$73,417	\$75,252
Tier III 4,001 - 8,000 FTE	\$89,019	\$91,245	\$93,526	\$95,864	\$98,260	\$100,717
Tier IV 8,001 - 15,000 FTE	\$115,710	\$118,603	\$121,568	\$124,607	\$127,723	\$130,916
Tier V 15,001 - 25,000 FTE	\$132,646	\$135,962	\$139,362	\$142,846	\$146,417	\$150,077
Tier VI 25,001- 50,000 FTE	\$178,495	\$182,958	\$187,532	\$192,220	\$197,026	\$201,951

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
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Collaborate Web Conferencing / ASP Setup & Migration Services

Tier I 0 - 2,000 FTE	\$10,716	\$11,038	\$11,369	\$11,653	\$11,944	\$12,243	\$12,549
Tier II 2,001 - 4,000 FTE	\$19,289	\$19,868	\$20,464	\$20,975	\$21,500	\$22,037	\$22,588
Tier III 4,001 - 8,000 FTE	\$23,790	\$24,503	\$25,239	\$25,870	\$26,516	\$27,179	\$27,859
Tier IV 8,001 - 15,000 FTE	\$34,768	\$35,812	\$36,886	\$37,808	\$38,753	\$39,722	\$40,715
Tier V 15,001 - 25,000 FTE	\$56,201	\$56,763	\$57,330	\$58,763	\$60,232	\$61,738	\$63,282
Tier VI 25,001- 50,000 FTE	\$64,297	\$66,226	\$68,212	\$69,918	\$71,666	\$73,457	\$75,294

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
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Collaborate Web Conferencing / ASP Setup & Migration Services

Tier I 0 - 2,000 FTE	\$12,863	\$13,184	\$13,514	\$13,852	\$14,198	\$14,553
Tier II 2,001 - 4,000 FTE	\$23,153	\$23,732	\$24,325	\$24,933	\$25,556	\$26,195
Tier III 4,001 - 8,000 FTE	\$28,555	\$29,269	\$30,001	\$30,751	\$31,520	\$32,308
Tier IV 8,001 - 15,000 FTE	\$41,733	\$42,776	\$43,846	\$44,942	\$46,065	\$47,217
Tier V 15,001 - 25,000 FTE	\$64,864	\$66,485	\$68,147	\$69,851	\$71,597	\$73,387

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Tier VI 25,001- 50,000 FTE	\$77,176	\$79,105	\$81,083	\$83,110	\$85,188	\$87,318

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Collaborate Web Conferencing / Voice Authoring HENA (as of August 2016 Voice Authoring will be named Voice Threads)							
Tier I 0 - 2,000 FTE	\$62,067	\$63,929	\$65,847	\$67,493	\$69,180	\$70,910	\$72,683
Tier II 2,001 - 4,000 FTE	\$96,062	\$98,943	\$101,912	\$104,460	\$107,071	\$109,748	\$112,492
Tier III 4,001 - 8,000 FTE	\$118,419	\$121,971	\$125,631	\$128,771	\$131,991	\$135,290	\$138,673
Tier IV 8,001 - 15,000 FTE	\$141,117	\$143,939	\$145,378	\$146,832	\$150,503	\$154,265	\$158,122
Tier V 15,001 - 25,000 FTE	\$193,904	\$199,722	\$205,713	\$210,856	\$216,127	\$221,531	\$227,069
Tier VI 25,001- 50,000 FTE	\$246,541	\$253,937	\$261,555	\$268,094	\$274,797	\$281,667	\$288,708

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Collaborate Web Conferencing / Voice Authoring HENA (as of August 2016 Voice Authoring will be named Voice Threads)						
Tier I 0 - 2,000 FTE	\$74,500	\$76,362	\$78,271	\$80,228	\$82,234	\$84,289
Tier II 2,001 - 4,000 FTE	\$115,304	\$118,186	\$121,141	\$124,170	\$127,274	\$130,456
Tier III 4,001 - 8,000 FTE	\$142,139	\$145,693	\$149,335	\$153,069	\$156,895	\$160,818
Tier IV 8,001 - 15,000 FTE	\$162,075	\$166,127	\$170,280	\$174,537	\$178,901	\$183,373
Tier V 15,001 - 25,000 FTE	\$232,746	\$238,564	\$244,528	\$250,642	\$256,908	\$263,330
Tier VI 25,001- 50,000 FTE	\$295,926	\$303,324	\$310,907	\$318,680	\$326,647	\$334,813

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
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Voice Authoring (as of August 2016 Voice Authoring will be named Voice Threads)

Tier I 0 - 2,000 FTE	\$10,927	\$11,255	\$11,593	\$11,883	\$12,180	\$12,484	\$12,796
Tier II 2,001 - 4,000 FTE	\$16,391	\$16,883	\$17,389	\$17,824	\$18,269	\$18,726	\$19,194
Tier III 4,001 - 8,000 FTE	\$20,762	\$21,385	\$22,026	\$22,577	\$23,141	\$23,720	\$24,313
Tier IV 8,001 - 15,000 FTE	\$27,318	\$28,138	\$28,982	\$29,706	\$30,449	\$31,210	\$31,991
Tier V 15,001 - 25,000 FTE	\$32,782	\$33,765	\$34,778	\$35,648	\$36,539	\$37,452	\$38,389
Tier VI 25,001- 50,000 FTE	\$43,709	\$45,020	\$46,371	\$47,530	\$48,718	\$49,936	\$51,185

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
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Voice Authoring (as of August 2016 Voice Authoring will be named Voice Threads)

Tier I 0 - 2,000 FTE	\$13,116	\$13,444	\$13,780	\$14,125	\$14,478	\$14,840
Tier II 2,001 - 4,000 FTE	\$19,674	\$20,166	\$20,670	\$21,187	\$21,717	\$22,260
Tier III 4,001 - 8,000 FTE	\$24,921	\$25,544	\$26,182	\$26,837	\$27,508	\$28,195
Tier IV 8,001 - 15,000 FTE	\$32,790	\$33,610	\$34,450	\$35,312	\$36,194	\$37,099
Tier V 15,001 - 25,000 FTE	\$39,348	\$40,332	\$41,340	\$42,374	\$43,433	\$44,519
Tier VI 25,001- 50,000 FTE	\$52,464	\$53,776	\$55,121	\$56,499	\$57,911	\$59,359

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
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Collaborate Enterprise IM HENA

Tier I 0 - 2,000 FTE	\$31,908	\$32,865	\$33,851	\$34,697	\$35,564	\$36,454	\$37,365
Tier II 2,001 - 4,000 FTE	\$47,424	\$48,847	\$50,312	\$51,570	\$52,860	\$54,181	\$55,536
Tier III 4,001 - 8,000 FTE	\$58,789	\$60,552	\$62,369	\$63,928	\$65,526	\$67,165	\$68,844
Tier IV 8,001 - 15,000 FTE	\$65,583	\$66,238	\$66,901	\$68,574	\$70,288	\$72,045	\$73,846
Tier V 15,001 - 25,000 FTE	\$84,577	\$87,114	\$89,728	\$91,971	\$94,270	\$96,627	\$99,043

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Tier VI 25,001-50,000 FTE	\$108,836	\$112,101	\$115,464	\$118,350	\$121,309	\$124,342	\$127,450

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
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Collaborate Enterprise IM HENA							
Tier I 0 - 2,000 FTE	\$38,299	\$39,257	\$40,238	\$41,244	\$42,275	\$43,332	
Tier II 2,001 - 4,000 FTE	\$56,924	\$58,347	\$59,806	\$61,301	\$62,833	\$64,404	
Tier III 4,001 - 8,000 FTE	\$70,565	\$72,329	\$74,137	\$75,991	\$77,890	\$79,838	
Tier IV 8,001 - 15,000 FTE	\$75,692	\$77,585	\$79,524	\$81,512	\$83,550	\$85,639	
Tier V 15,001 - 25,000 FTE	\$101,519	\$104,057	\$106,658	\$109,325	\$112,058	\$114,859	
Tier VI 25,001-50,000 FTE	\$130,637	\$133,902	\$137,250	\$140,681	\$144,198	\$147,803	

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
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Materials License Fees							
F2F PKG Fee	\$3,215	\$3,247	\$3,279	\$3,361	\$3,445	\$3,531	\$3,619
Online PKG Fee	\$2,679	\$2,706	\$2,733	\$2,801	\$2,871	\$2,943	\$3,017

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
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Materials License Fees							
F2F PKG Fee	\$3,710	\$3,803	\$3,898	\$3,995	\$4,095	\$4,197	

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)	
Online PKG Fee	\$3,092	\$3,169	\$3,249	\$3,330	\$3,413	\$3,498	
Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Professional Services							
Training (Onsite)	Pricing for professional services will be based on then current Blackboard rates.						
Training (Online or regional)							
Consulting							
Integration and Customization Maintenance							
Course Delivery and/or Community Engagement one time set-up fee	\$21,432	\$21,647	\$21,863	\$22,430	\$22,991	\$23,566	\$24,155
Content Management one time set-up fee	\$17,253	\$17,425	\$17,600	\$18,040	\$18,491	\$18,953	\$19,427
Mobile Central one time set-up fee	\$10,716	\$10,823	\$10,932	\$11,205	\$11,485	\$11,773	\$12,067
Recurring Costs:							
Hosting Charges:							
Course Delivery and/or Community Engagement <8,000 users	\$63,011	\$63,641	\$64,277	\$65,884	\$67,531	\$69,219	\$70,950
Additional 7,500 active users (additional service units - each)	\$44,901	\$45,350	\$45,803	\$46,948	\$48,122	\$49,325	\$50,558
Content Management Hosting	\$26,897	\$27,166	\$27,438	\$28,124	\$28,827	\$29,548	\$30,286
25% Complex Hosting	\$88,087	\$88,967	\$89,857	\$92,103	\$94,406	\$96,766	\$99,185

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Manager							
50% Complex Hosting Manager	\$141,881	\$143,300	\$144,733	\$148,351	\$152,060	\$155,862	\$159,758
100% Complex Hosting Manager	\$285,049	\$287,899	\$290,778	\$298,047	\$305,499	\$313,136	\$320,965
High Availability RAC Service	\$156,241	\$157,803	\$159,381	\$163,366	\$167,450	\$171,636	\$175,927
Outcomes Assessment Hosting	\$31,184	\$31,496	\$31,811	\$32,606	\$33,421	\$34,257	\$35,113
Staging Environment	\$40,507	\$40,912	\$41,321	\$42,354	\$43,413	\$44,498	\$45,611
Test Environment	\$16,181	\$16,343	\$16,507	\$16,920	\$17,343	\$17,776	\$18,221
1TB Storage	\$16,181	\$16,343	\$16,507	\$16,920	\$17,343	\$17,776	\$18,221
1Mbps Bandwidth	\$7,394	\$7,468	\$7,543	\$7,732	\$7,925	\$8,123	\$8,326
Hosting Platinum Package	\$267,903	\$270,582	\$273,288	\$280,120	\$287,123	\$294,301	\$301,659

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Professional Services						
Training (Onsite)	Pricing for professional services will be based on then current Blackboard rates.					
Training (Online or regional)						
Consulting						
Integration and Customization Maintenance						
Course Delivery and/or Community Engagement one time set-up fee	\$24,759	\$25,378	\$26,012	\$26,662	\$27,329	\$28,012
Content Management one time set-up fee	\$19,913	\$20,411	\$20,921	\$21,444	\$21,980	\$22,529
Mobile Central one time set-up fee	\$12,369	\$12,678	\$12,995	\$13,320	\$13,653	\$13,994

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Recurring Costs:						
Hosting Charges:						
Course Delivery and/or Community Engagement <8,000 users	\$72,724	\$74,542	\$76,405	\$78,315	\$80,273	\$82,280
Additional 7,500 active users (additional service units - each)	\$51,822	\$53,117	\$54,445	\$55,807	\$57,202	\$58,632
Content Management Hosting	\$31,044	\$31,820	\$32,615	\$33,431	\$34,266	\$35,123
25% Complex Hosting Manager	\$101,665	\$104,207	\$106,812	\$109,482	\$112,219	\$115,025
50% Complex Hosting Manager	\$163,752	\$167,846	\$172,042	\$176,343	\$180,752	\$185,270
100% Complex Hosting Manager	\$328,989	\$337,213	\$345,644	\$354,285	\$363,142	\$372,220
High Availability RAC Service	\$180,325	\$184,833	\$189,454	\$194,190	\$199,045	\$204,021
Outcomes Assessment Hosting	\$35,991	\$36,891	\$37,813	\$38,759	\$39,728	\$40,721
Staging Environment	\$46,751	\$47,920	\$49,118	\$50,346	\$51,604	\$52,894
Test Environment	\$18,676	\$19,143	\$19,622	\$20,112	\$20,615	\$21,130
1TB Storage	\$18,676	\$19,143	\$19,622	\$20,112	\$20,615	\$21,130
1Mbps Bandwidth	\$8,534	\$8,748	\$8,966	\$9,190	\$9,420	\$9,656
Hosting Platinum Package	\$309,200	\$316,930	\$324,854	\$332,975	\$341,299	\$349,832

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Student Services Account Management							
2,001 - 3,000 Incidents	\$15,003	\$15,153	\$15,304	\$15,687	\$16,079	\$16,481	\$16,893
3,001 - 4,000 Incidents	\$27,318	\$28,138	\$28,982	\$36,227	\$45,284	\$56,605	\$70,756

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)	
Student Services Account Management							
2,001 - 3,000 Incidents	\$17,315	\$17,748	\$18,192	\$18,646	\$19,113	\$19,590	
3,001 - 4,000 Incidents	\$88,446	\$110,557	\$138,196	\$172,745	\$215,932	\$269,915	
Product Description							
	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	
Student Services Bb CRM Department							
2,001 - 3,000 Incidents	\$15,003	\$15,153	\$15,304	\$15,687	\$16,079	\$16,481	\$16,893
3,001 - 4,000 Incidents	\$27,318	\$28,138	\$28,982	\$36,227	\$45,284	\$56,605	\$70,756
Product Description							
	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)	
Student Services Bb CRM Department							
2,001 - 3,000 Incidents	\$17,315	\$17,748	\$18,192	\$18,646	\$19,113	\$19,590	
3,001 - 4,000 Incidents	\$88,446	\$110,557	\$138,196	\$172,745	\$215,932	\$269,915	
Product Description							
	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	
Student Services Bb CRM Seat							
Cost Per Seat	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600
18 Seat Bundle	\$16,391	\$16,883	\$17,389	\$15,000	\$15,000	\$15,000	\$15,000

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Student Services Bb CRM Seat						
Cost Per Seat	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600
18 Seat Bundle	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Student Services ELS Support Incident							
2,001-3,000 Incidents	\$64,297	\$64,940	\$65,589	\$67,229	\$68,909	\$70,632	\$72,398
3,001- 4,000 Incidents	\$92,822	\$95,668	\$98,538	\$101,001	\$103,526	\$106,115	\$108,768

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Student Services ELS Support Incident						
2,001-3,000 Incidents	\$74,208	\$76,063	\$77,965	\$79,914	\$81,912	\$83,959
3,001- 4,000 Incidents	\$111,487	\$114,274	\$117,131	\$120,059	\$123,060	\$126,137

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Student Services Password Reset Tool							
Year 1	\$21,855	\$22,510	\$23,185	\$23,765	\$24,359	\$24,968	\$25,592
Year 2	\$10,927	\$11,255	\$11,593	\$11,883	\$12,180	\$12,484	\$12,797

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)	
Student Services Password Reset Tool							
Year 1	\$26,232	\$26,887	\$27,560	\$28,249	\$28,955	\$29,679	
Year 2	\$13,116	\$13,444	\$13,780	\$14,125	\$14,478	\$14,840	
Product Description							
Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)	
Professional Services							
Integration and Customization Maintenance	Pricing for professional services will be based on then current Blackboard rates.						
LDAP Annual Fee	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	
Product Description							
Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)		
Professional Services							
Integration and Customization Maintenance	Pricing for professional services will be based on then current Blackboard rates.						
LDAP Annual Fee	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	
Product Description							
Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)	
Vendor Hosted Application							
Department of Education Tiered Licensing*							
Course Delivery (formerly Learning System)							
User band 0 - 2,000 Users	\$9,795	\$9,892	\$9,991	\$10,241	\$10,497	\$10,759	\$11,028

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
User band 2,001 - 5,000 Users	\$24,486	\$24,731	\$24,979	\$25,603	\$26,244	\$26,900	\$27,572
User band 5,001 - 10,000 Users	\$48,973	\$49,462	\$49,957	\$51,206	\$52,486	\$53,798	\$55,143
User band 10,001 - 30,000 Users	\$146,918	\$148,387	\$149,871	\$153,618	\$157,458	\$161,395	\$165,430
User band 30,001 - 45,000 Users	\$220,377	\$222,581	\$224,807	\$230,427	\$236,188	\$242,093	\$248,145
User band 45,001 - 60,000 Users	\$293,836	\$296,774	\$299,742	\$307,236	\$314,916	\$322,789	\$330,859

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Vendor Hosted Application						
Department of Education Tiered Licensing						
Course Delivery (formerly Learning System)						
User band 0 - 2,000 Users	\$11,304	\$11,586	\$11,876	\$12,173	\$12,477	\$12,789
User band 2,001 - 5,000 Users	\$28,261	\$28,968	\$29,692	\$30,434	\$31,195	\$31,975
User band 5,001 - 10,000 Users	\$56,522	\$57,935	\$59,383	\$60,868	\$62,389	\$63,949
User band 10,001 - 30,000 Users	\$169,565	\$173,804	\$178,150	\$182,603	\$187,168	\$191,848
User band 30,001 - 45,000 Users	\$254,348	\$260,707	\$267,225	\$273,906	\$280,753	\$287,772
User band 45,001 - 60,000 Users	\$339,131	\$347,609	\$356,299	\$365,207	\$374,337	\$383,695

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Community Engagement (formerly Community System)							
User band 0 - 2,000 Users	\$6,837	\$6,905	\$8,974	\$9,198	\$9,428	\$9,664	\$9,906
User band 2,001 - 5,000 Users	\$17,092	\$17,263	\$17,438	\$17,874	\$18,321	\$18,779	\$19,248
User band 5,001 - 10,000 Users	\$34,184	\$34,526	\$34,872	\$35,744	\$36,637	\$37,553	\$38,492
User band 10,001 - 30,000 Users	\$102,553	\$103,579	\$104,615	\$107,230	\$109,911	\$112,659	\$115,475
User band 30,001 - 45,000 Users	\$153,830	\$155,388	\$156,922	\$160,845	\$164,866	\$168,988	\$173,213
User band 45,001 - 60,000 Users	\$205,107	\$207,158	\$209,229	\$214,460	\$219,821	\$225,317	\$230,950

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Community Engagement (formerly Community System)						
User band 0 - 2,000 Users	\$10,153	\$10,407	\$10,667	\$10,934	\$11,207	\$11,487
User band 2,001 - 5,000 Users	\$19,729	\$20,223	\$20,728	\$21,247	\$21,778	\$22,322
User band 5,001 - 10,000 Users	\$39,454	\$40,441	\$41,452	\$42,488	\$43,550	\$44,639
User band 10,001 - 30,000 Users	\$118,362	\$121,321	\$124,354	\$127,463	\$130,650	\$133,916
User band 30,001 - 45,000 Users	\$177,543	\$181,981	\$186,531	\$191,194	\$195,974	\$200,873
User band 45,001 - 60,000 Users	\$236,723	\$242,641	\$248,708	\$254,925	\$261,298	\$267,831

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Content Management (formerly Content System)							
User band 0 - 2,000 Users	\$7,823	\$7,901	\$7,980	\$8,180	\$8,384	\$8,594	\$8,808
User band 2,001 - 5,000 Users	\$19,557	\$19,752	\$19,950	\$20,449	\$20,960	\$21,484	\$22,021
User band 5,001 - 10,000 Users	\$39,114	\$39,505	\$39,900	\$40,898	\$41,920	\$42,968	\$44,042
User band 10,001 - 30,000 Users	\$117,342	\$118,515	\$119,700	\$122,693	\$125,760	\$128,904	\$132,126
User band 30,001 - 45,000 Users	\$175,959	\$177,718	\$179,495	\$183,982	\$188,582	\$193,296	\$198,129
User band 45,001 - 60,000 Users	\$234,683	\$237,030	\$239,400	\$245,385	\$251,520	\$257,808	\$264,253

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Content Management (formerly Content System)						
User band 0 - 2,000 Users	\$9,029	\$9,254	\$9,486	\$9,723	\$9,966	\$10,215
User band 2,001 - 5,000 Users	\$22,572	\$23,136	\$23,714	\$24,307	\$24,915	\$25,538
User band 5,001 - 10,000 Users	\$45,143	\$46,272	\$47,429	\$48,614	\$49,830	\$51,075
User band 10,001 - 30,000 Users	\$135,430	\$138,815	\$142,286	\$145,843	\$149,489	\$153,226
User band 30,001 - 45,000 Users	\$203,082	\$208,159	\$213,363	\$218,697	\$224,165	\$229,769
User band 45,001 - 60,000 Users	\$270,859	\$277,631	\$284,571	\$291,686	\$298,978	\$306,452

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Professional Services							
Course Delivery and/or Community Engagement one time set-up fee	\$21,432	\$21,647	\$21,863	\$22,410	\$22,970	\$23,544	\$24,133
Content Management one time set-up fee	\$16,074	\$16,235	\$16,397	\$16,807	\$17,227	\$17,658	\$18,099
Recurring Costs:							
Hosting Charges:							
Course Delivery and/or Community Engagement							
User band 0 - 2,000 Users	\$15,003	\$15,153	\$15,304	\$15,687	\$16,079	\$16,481	\$16,893
User band 2,001 - 5,000 Users	\$37,508	\$37,881	\$38,260	\$39,217	\$40,197	\$41,202	\$42,232
User band 5,001 -10,000 Users	\$51,759	\$52,276	\$52,799	\$54,119	\$55,472	\$56,859	\$58,280
User band 10,001 - 30,000 Users	\$155,277	\$156,829	\$158,398	\$162,358	\$166,417	\$170,577	\$174,842
User band 30,001 - 45,000 Users	\$232,915	\$235,244	\$237,596	\$243,536	\$249,624	\$255,865	\$262,262
User band 45,001 - 60,000 Users	\$310,553	\$313,659	\$316,795	\$324,715	\$332,833	\$341,154	\$349,682
Content Management							
User band 0 - 2,000 Users	\$22,129	\$22,350	\$22,574	\$23,138	\$23,717	\$24,310	\$24,917
User band 2,001 - 5,000 Users	\$37,935	\$38,314	\$38,698	\$39,665	\$40,657	\$41,674	\$42,715
User band 5,001 -10,000 Users	\$56,903	\$57,472	\$58,046	\$59,497	\$60,985	\$62,509	\$64,072
User band 10,001 - 30,000 Users	\$75,870	\$76,629	\$77,395	\$79,330	\$81,313	\$83,346	\$85,430
Managed Contact Center:	Pricing for this section will be based on then current Blackboard rates.						
Project and Account							

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Management							
Contact Center Infrastructure							
Call Center Operations							
Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)	
Professional Services							
Course Delivery and/or Community Engagement one time set-up fee	\$24,736	\$25,354	\$25,988	\$26,638	\$27,304	\$27,986	
Content Management one time set-up fee	\$18,552	\$19,015	\$19,491	\$19,978	\$20,478	\$20,990	
Recurring Costs:							
Hosting Charges:							
Course Delivery and/or Community Engagement							
User band 0 - 2,000 Users	\$17,315	\$17,748	\$18,192	\$18,646	\$19,113	\$19,590	
User band 2,001 - 5,000 Users	\$43,288	\$44,370	\$45,479	\$46,616	\$47,781	\$48,976	
User band 5,001 -10,000 Users	\$59,737	\$61,231	\$62,761	\$64,330	\$65,939	\$67,587	
User band 10,001 - 30,000 Users	\$179,213	\$183,693	\$188,285	\$192,993	\$197,817	\$202,763	
User band 30,001 - 45,000 Users	\$268,818	\$275,539	\$282,427	\$289,488	\$296,725	\$304,143	
User band 45,001 - 60,000 Users	\$358,424	\$367,385	\$376,570	\$385,984	\$395,634	\$405,524	
Content Management							
User band 0 - 2,000 Users	\$25,540	\$26,179	\$26,833	\$27,504	\$28,192	\$28,897	
User band 2,001 - 5,000 Users	\$43,783	\$44,878	\$46,000	\$47,150	\$48,328	\$49,537	
User band 5,001 -10,000 Users	\$65,674	\$67,316	\$68,998	\$70,723	\$72,491	\$74,304	
User band 10,001 - 30,000 Users	\$87,565	\$89,754	\$91,998	\$94,298	\$96,656	\$99,072	
Managed Contact Center:	Pricing for this section will be based on then current Blackboard rates.						
Project and Account Management							

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Contact Center Infrastructure						
Call Center Operations						

*This pricing structure is offered only to the Department of Education

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Mississippi Community College Board Tiered Pricing**							
Collaborate Web Conferencing and Hosting							
Tier I 0 - 2,000 FTE	\$38,464	\$39,618	\$40,806	\$41,826	\$42,872	\$43,944	\$45,042
Tier II 2,001 - 4,000 FTE	\$55,412	\$57,075	\$58,787	\$60,257	\$61,763	\$63,307	\$64,890
Tier III 4,001 - 8,000 FTE	\$74,163	\$76,388	\$78,680	\$80,647	\$82,663	\$84,730	\$86,848
Tier IV 8,001 - 15,000 FTE	\$96,400	\$99,292	\$102,271	\$104,828	\$107,448	\$110,135	\$112,888
Tier V 15,001 - 25,000 FTE	\$114,930	\$116,080	\$117,240	\$120,171	\$123,175	\$126,255	\$129,411
Tier VI 25,001 - 50,000 FTE	\$154,655	\$156,202	\$157,764	\$161,708	\$165,751	\$169,895	\$174,142
Above 50,001 FTE	\$187,406	\$191,154	\$193,066	\$197,892	\$202,840	\$207,911	\$213,108

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Mississippi Community College Board Tiered Pricing**						
Collaborate Web Conferencing and Hosting						

Product Description		Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Tier I	0 - 2,000 FTE	\$46,168	\$47,322	\$48,506	\$49,718	\$50,961	\$52,235
Tier II	2,001 - 4,000 FTE	\$66,512	\$68,175	\$69,879	\$71,626	\$73,417	\$75,252
Tier III	4,001 - 8,000 FTE	\$89,019	\$91,245	\$93,526	\$95,864	\$98,261	\$100,717
Tier IV	8,001 - 15,000 FTE	\$115,710	\$118,603	\$121,568	\$124,607	\$127,722	\$130,916
Tier V	15,001 - 25,000 FTE	\$132,646	\$135,962	\$139,362	\$142,846	\$146,417	\$150,077
Tier VI	25,001 - 50,000 FTE	\$178,495	\$182,958	\$187,532	\$192,220	\$197,026	\$201,951
Above 50,001 FTE		\$218,436	\$223,897	\$229,494	\$235,232	\$241,113	\$247,140

Product Description		Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Collaborate Web Conferencing / ASP Setup & Migration Services								
Tier I	0 - 2,000 FTE	\$18,364	\$18,548	\$18,733	\$19,202	\$19,682	\$20,174	\$20,678
Tier II	2,001 - 4,000 FTE	\$26,444	\$26,709	\$26,976	\$27,650	\$28,342	\$29,050	\$29,776
Tier III	4,001 - 8,000 FTE	\$35,435	\$35,790	\$36,148	\$37,051	\$37,978	\$38,927	\$39,900
Tier IV	8,001 - 15,000 FTE	\$46,066	\$46,527	\$46,992	\$48,167	\$49,371	\$50,605	\$51,870
Tier V	15,001 - 25,000 FTE	\$56,201	\$56,763	\$57,330	\$58,763	\$60,232	\$61,738	\$63,282
Tier VI	25,001 - 50,000 FTE	\$75,871	\$76,630	\$77,396	\$79,331	\$81,314	\$83,347	\$85,431
Above 50,001 FTE		\$91,938	\$93,776	\$94,714	\$97,082	\$99,509	\$101,997	\$104,547

Product Description		Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Collaborate Web Conferencing / ASP Setup & Migration Services							
Tier I	0 - 2,000 FTE	\$21,195	\$21,725	\$22,268	\$22,825	\$23,395	\$23,980
Tier II	2,001 - 4,000 FTE	\$30,521	\$31,284	\$32,066	\$32,868	\$33,689	\$34,531

Product Description		Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Tier III	4,001 - 8,000 FTE	\$40,898	\$41,920	\$42,968	\$44,043	\$45,144	\$46,272
Tier IV	8,001 - 15,000 FTE	\$53,167	\$54,496	\$55,859	\$57,255	\$58,687	\$60,154
Tier V	15,001 - 25,000 FTE	\$64,864	\$66,485	\$68,147	\$69,851	\$71,597	\$73,387
Tier VI	25,001 - 50,000 FTE	\$87,566	\$89,756	\$91,999	\$94,299	\$96,657	\$99,073
Above 50,001 FTE		\$107,160	\$109,839	\$112,585	\$115,400	\$118,285	\$121,242

Product Description		Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Collaborate Web / Voice Authoring HENA								
Tier I	0 - 2,000 FTE	\$61,370	\$63,211	\$65,107	\$66,735	\$68,403	\$70,113	\$71,866
Tier II	2,001 - 4,000 FTE	\$88,372	\$91,023	\$93,754	\$96,098	\$98,500	\$100,963	\$103,487
Tier III	4,001 - 8,000 FTE	\$118,419	\$21,971	\$125,631	\$128,772	\$131,991	\$135,291	\$138,673
Tier IV	8,001 - 15,000 FTE	\$143,939	\$145,378	\$146,832	\$150,503	\$154,265	\$158,122	\$162,075
Tier V	15,001 - 25,000 FTE	\$175,605	\$177,362	\$179,135	\$183,614	\$188,204	\$192,909	\$197,732
Tier VI	25,001 - 50,000 FTE	\$237,067	\$239,438	\$241,832	\$247,878	\$254,075	\$260,427	\$266,938
Above 50,001 FTE		\$287,270	\$293,015	\$295,945	\$303,344	\$310,928	\$318,701	\$326,668

Product Description		Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Collaborate Web / Voice Authoring HENA							
Tier I	0 - 2,000 FTE	\$73,663	\$75,504	\$77,392	\$79,327	\$81,310	\$83,343
Tier II	2,001 - 4,000 FTE	\$106,074	\$108,726	\$111,444	\$114,230	\$117,086	\$120,013
Tier III	4,001 - 8,000 FTE	\$142,140	\$145,693	\$149,336	\$153,069	\$156,896	\$160,818
Tier IV	8,001 - 15,000 FTE	\$166,127	\$170,280	\$174,537	\$178,901	\$183,373	\$187,957

Product Description		Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Tier V	15,001 - 25,000 FTE	\$202,675	\$207,742	\$212,935	\$218,259	\$223,715	\$229,308
Tier VI	25,001 - 50,000 FTE	\$273,611	\$280,452	\$287,463	\$294,649	\$302,016	\$309,566
Above 50,001 FTE		\$334,835	\$343,206	\$351,786	\$360,581	\$369,595	\$378,835

Product Description		Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Voice Authoring (as of August 2016 Voice Authoring will be named Voice Threads)								
Tier I	0 - 2,000 FTE	\$10,927	\$11,255	\$11,593	\$11,883	\$12,180	\$12,484	\$12,796
Tier II	2,001 - 4,000 FTE	\$16,391	\$16,883	\$17,389	\$17,824	\$18,269	\$18,726	\$19,194
Tier III	4,001 - 8,000 FTE	\$20,762	\$21,385	\$22,026	\$22,577	\$23,141	\$23,720	\$24,313
Tier IV	8,001 - 15,000 FTE	\$27,318	\$28,138	\$28,982	\$29,706	\$30,449	\$31,210	\$31,991
Tier V	15,001 - 25,000 FTE	\$32,782	\$33,765	\$34,778	\$35,648	\$36,539	\$37,452	\$38,389
Tier VI	25,001 - 50,000 FTE	\$43,709	\$45,020	\$46,371	\$47,530	\$48,718	\$49,936	\$51,185

Product Description		Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Voice Authoring (as of August 2016 Voice Authoring will be named Voice Threads)							
Tier I	0 - 2,000 FTE	\$13,116	\$13,444	\$13,780	\$14,125	\$14,478	\$14,840
Tier II	2,001 - 4,000 FTE	\$19,674	\$20,166	\$20,670	\$21,187	\$21,717	\$22,260
Tier III	4,001 - 8,000 FTE	\$24,921	\$25,544	\$26,182	\$26,837	\$27,508	\$28,195
Tier IV	8,001 - 15,000 FTE	\$32,790	\$33,610	\$34,450	\$35,312	\$36,194	\$37,099
Tier V	15,001 - 25,000 FTE	\$39,348	\$40,332	\$41,340	\$42,374	\$43,433	\$44,519
Tier VI	25,001 - 50,000 FTE	\$52,464	\$53,776	\$55,121	\$56,499	\$57,911	\$59,359

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Collaborate Enterprise IM HENA							
Tier I 0 - 2,000 FTE	\$26,660	\$27,459	\$28,283	\$28,990	\$29,715	\$30,458	\$31,219
Tier II 2,001 - 4,000 FTE	\$38,390	\$39,541	\$40,728	\$41,746	\$42,789	\$43,859	\$44,956
Tier III 4,001 - 8,000 FTE	\$51,442	\$52,985	\$54,575	\$55,939	\$57,338	\$58,771	\$60,241
Tier IV 8,001 - 15,000 FTE	\$65,583	\$66,238	\$66,901	\$68,574	\$70,288	\$72,045	\$73,846
Tier V 15,001 - 25,000 FTE	\$80,011	\$80,811	\$81,619	\$83,660	\$85,751	\$87,895	\$90,092
Tier VI 25,001 - 50,000 FTE	\$108,015	\$109,095	\$110,186	\$112,940	\$115,764	\$118,658	\$121,624
Above 50,001 FTE	\$130,888	\$133,506	\$134,841	\$138,212	\$141,667	\$145,209	\$148,839

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Collaborate Enterprise IM HENA						
Tier I 0 - 2,000 FTE	\$32,000	\$32,800	\$33,620	\$34,460	\$35,322	\$36,205
Tier II 2,001 - 4,000 FTE	\$46,080	\$47,232	\$48,412	\$49,623	\$50,863	\$52,135
Tier III 4,001 - 8,000 FTE	\$61,747	\$63,290	\$64,873	\$66,494	\$68,157	\$69,861
Tier IV 8,001 - 15,000 FTE	\$75,692	\$77,585	\$79,524	\$81,512	\$83,550	\$85,639
Tier V 15,001 - 25,000 FTE	\$92,344	\$94,653	\$97,019	\$99,445	\$101,931	\$104,479
Tier VI 25,001 - 50,000 FTE	\$124,665	\$127,782	\$130,976	\$134,251	\$137,607	\$141,047
Above 50,001 FTE	\$152,560	\$156,374	\$160,284	\$164,291	\$168,398	\$172,608

** This pricing structure is offered only to the Mississippi Community College Board.

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Vendor Hosted Application Tiered Learn Analytics Licensing							

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Tier I 0 - 2,000 FTE	\$24,900.00	\$25,522.50	\$26,160.56	\$26,814.58	\$27,484.94	\$28,172.06	\$28,876.37
Tier II 2,001 - 4,000 FTE	\$31,800.00	\$32,595.00	\$33,409.88	\$34,245.12	\$35,101.25	\$35,978.78	\$36,878.25
Tier III 4,001 - 8,000 FTE	\$38,800.00	\$39,770.00	\$40,764.25	\$41,783.36	\$42,827.94	\$43,898.64	\$44,996.10
Tier IV 8,001 - 15,000 FTE	\$47,300.00	\$48,482.50	\$49,694.56	\$50,936.93	\$52,210.35	\$53,515.61	\$54,853.50
Tier V 15,001 - 25,000 FTE	\$54,000.00	\$55,350.00	\$56,733.75	\$58,152.09	\$59,605.90	\$61,096.04	\$62,623.44
Tier VI 25,001 - 50,000 FTE	\$61,300.00	\$62,832.50	\$64,403.31	\$66,013.40	\$67,663.73	\$69,355.32	\$71,089.21
Tier VII 50,001- 75,000 FTE	\$79,950.00	\$81,948.75	\$83,997.47	\$86,097.41	\$88,249.84	\$90,456.09	\$92,717.49
Tier VIII 75,001- 100,000 FTE	\$98,610.00	\$101,075.25	\$103,602.13	\$106,192.18	\$108,846.99	\$111,568.16	\$114,357.37
Tier IX 100,001 – 125,000 FTE	\$111,930.00	\$114,728.25	\$117,596.46	\$120,536.37	\$123,549.78	\$126,638.52	\$129,804.48

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Vendor Hosted Application Tiered Learn Analytics Licensing						
Tier I 0 - 2,000 FTE	\$29,598.28	\$30,338.23	\$31,096.69	\$31,874.11	\$32,670.96	\$33,487.73
Tier II 2,001 - 4,000 FTE	\$37,800.21	\$38,745.21	\$39,713.84	\$40,706.69	\$41,724.36	\$42,767.46
Tier III 4,001 - 8,000 FTE	\$46,121.01	\$47,274.03	\$48,455.88	\$49,667.28	\$50,908.96	\$52,181.69
Tier IV 8,001 - 15,000 FTE	\$56,224.84	\$57,630.46	\$59,071.22	\$60,548.00	\$62,061.70	\$63,613.24
Tier V 15,001 - 25,000 FTE	\$64,189.03	\$65,793.76	\$67,438.60	\$69,124.57	\$70,852.68	\$72,624.00
Tier VI 25,001 - 50,000 FTE	\$72,866.44	\$74,688.10	\$76,555.30	\$78,469.18	\$80,430.91	\$82,441.68
Tier VII 50,001- 75,000 FTE	\$95,035.43	\$97,411.31	\$99,846.59	\$102,342.76	\$104,901.33	\$107,523.86
Tier VIII 75,001- 100,000 FTE	\$117,216.30	\$120,146.71	\$123,150.38	\$126,229.14	\$129,384.87	\$132,619.49
Tier IX 100,001 – 125,000 FTE	\$133,049.60	\$136,375.84	\$139,785.23	\$143,279.86	\$146,861.86	\$150,533.41

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Learn Analytics Pyramid							
Tier I 0 - 2,000 FTE	\$5,000.00	\$5,125.00	\$5,253.13	\$5,384.45	\$5,519.06	\$5,657.04	\$5,798.47
Tier II 2,001 - 4,000 FTE	\$6,500.00	\$6,662.50	\$6,829.06	\$6,999.79	\$7,174.78	\$7,354.15	\$7,538.01
Tier III 4,001 - 8,000 FTE	\$7,800.00	\$7,995.00	\$8,194.88	\$8,399.75	\$8,609.74	\$8,824.98	\$9,045.61
Tier IV 8,001 - 15,000 FTE	\$9,500.00	\$9,737.50	\$9,980.94	\$10,230.46	\$10,486.22	\$10,748.38	\$11,017.09
Tier V 15,001 - 25,000 FTE	\$11,000.00	\$11,275.00	\$11,556.88	\$11,845.80	\$12,141.94	\$12,445.49	\$12,756.63
Tier VI 25,001 - 50,000 FTE	\$12,500.00	\$12,812.50	\$13,132.81	\$13,461.13	\$13,797.66	\$14,142.60	\$14,496.17
Tier VII 50,001- 75,000 FTE	\$16,500.00	\$16,912.50	\$17,335.31	\$17,768.70	\$18,212.91	\$18,668.24	\$19,134.94
Tier VIII 75,001- 100,000 FTE	\$19,750.00	\$20,243.75	\$20,749.84	\$21,268.59	\$21,800.30	\$22,345.31	\$22,903.95
Tier IX 100,001 – 125,000 FTE	\$22,500.00	\$23,062.50	\$23,639.06	\$24,230.04	\$24,835.79	\$25,456.68	\$26,093.10

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Learn Analytics Pyramid						
Tier I 0 - 2,000 FTE	\$5,943.43	\$6,092.01	\$6,244.31	\$6,400.42	\$6,560.43	\$6,724.44
Tier II 2,001 - 4,000 FTE	\$7,726.46	\$7,919.62	\$8,117.61	\$8,320.55	\$8,528.56	\$8,741.78
Tier III 4,001 - 8,000 FTE	\$9,271.75	\$9,503.54	\$9,741.13	\$9,984.66	\$10,234.28	\$10,490.13
Tier IV 8,001 - 15,000 FTE	\$11,292.51	\$11,574.83	\$11,864.20	\$12,160.80	\$12,464.82	\$12,776.44
Tier V 15,001 - 25,000 FTE	\$13,075.54	\$13,402.43	\$13,737.49	\$14,080.93	\$14,432.95	\$14,793.78
Tier VI 25,001 - 50,000 FTE	\$14,858.57	\$15,230.04	\$15,610.79	\$16,001.06	\$16,401.08	\$16,811.11
Tier VII 50,001- 75,000 FTE	\$19,613.31	\$20,103.65	\$20,606.24	\$21,121.39	\$21,649.43	\$22,190.67
Tier VIII 75,001- 100,000 FTE	\$23,476.54	\$24,063.46	\$24,665.04	\$25,281.67	\$25,913.71	\$26,561.55

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Tier IX 100,001 – 125,000 FTE	\$26,745.43	\$27,414.07	\$28,099.42	\$28,801.90	\$29,521.95	\$30,260.00

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
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Learn Analytics Additional Hosting Services

Analytics Managed Hosting A4L VPN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Analytics Managed Hosting Setup	\$10,000.00	\$10,250.00	\$10,506.25	\$10,768.91	\$11,038.13	\$11,314.08	\$11,596.93
Analytics Managed Hosting Test and Development ENV	\$15,000.00	\$15,375.00	\$15,759.38	\$16,153.36	\$16,557.19	\$16,971.12	\$17,395.40
Analytics Managed Hosting Add 250GB Storage	\$19,000.00	\$19,475.00	\$19,961.88	\$20,460.92	\$20,972.44	\$21,496.76	\$22,034.17
Analytics Managed Hosting Add 500GB Storage	\$25,000.00	\$25,625.00	\$26,265.63	\$26,922.27	\$27,595.32	\$28,285.21	\$28,992.34
Analytics Managed Hosting A4L Reporting SVR Setup	\$5,000.00	\$5,125.00	\$5,253.13	\$5,384.45	\$5,519.06	\$5,657.04	\$5,798.47
Analytics Managed Hosting A4L Reporting Server	\$35,000.00	\$35,875.00	\$36,771.88	\$37,691.17	\$38,633.45	\$39,599.29	\$40,589.27
Analytics Managed Hosting A4L Building Block Setup	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
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Learn Analytics Additional Hosting Services

Analytics Managed Hosting A4L VPN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Analytics Managed Hosting Setup	\$11,886.86	\$12,184.03	\$12,488.63	\$12,800.85	\$13,120.87	\$13,448.89
Analytics Managed Hosting Test and Development ENV	\$17,830.29	\$18,276.04	\$18,732.94	\$19,201.27	\$19,681.30	\$20,173.33
Analytics Managed Hosting Add 250GB Storage	\$22,585.03	\$23,149.66	\$23,728.40	\$24,321.61	\$24,929.65	\$25,552.89
Analytics Managed Hosting Add 500GB Storage	\$29,717.14	\$30,460.07	\$31,221.57	\$32,002.11	\$32,802.17	\$33,622.22
Analytics Managed Hosting A4L Reporting SVR Setup	\$5,943.43	\$6,092.01	\$6,244.31	\$6,400.42	\$6,560.43	\$6,724.44
Analytics Managed Hosting A4L Reporting Server	\$41,604.00	\$42,644.10	\$43,710.20	\$44,802.96	\$45,923.03	\$47,071.11
Analytics Managed Hosting A4L Building Block Setup	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Additional Manage Hosting Services							
Hosting Diamond Package	\$192,100.00	\$196,902.50	\$201,825.06	\$206,870.69	\$212,042.46	\$217,343.52	\$222,777.11
Hosting Gold Package	\$67,100.00	\$68,777.50	\$70,496.94	\$72,259.36	\$74,065.84	\$75,917.49	\$77,815.43
Hosting Diamond Package-Setup	\$20,000.00	\$20,500.00	\$21,012.50	\$21,537.81	\$22,076.26	\$22,628.16	\$23,193.87
Hosting Gold Package Setup	\$20,000.00	\$20,500.00	\$21,012.50	\$21,537.81	\$22,076.26	\$22,628.16	\$23,193.87

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Additional Manage Hosting Services						
Hosting Diamond Package	\$228,346.53	\$234,055.20	\$239,906.58	\$245,904.24	\$252,051.85	\$258,353.14
Hosting Gold Package	\$79,760.81	\$81,754.83	\$83,798.71	\$85,893.67	\$88,041.01	\$90,242.04
Hosting Diamond Package-Setup	\$23,773.72	\$24,368.06	\$24,977.26	\$25,601.69	\$26,241.73	\$26,897.78
Hosting Gold Package Setup	\$23,773.72	\$24,368.06	\$24,977.26	\$25,601.69	\$26,241.73	\$26,897.78

PROJECT NUMBER 42391
AMENDMENT # 13 TO
MASTER LICENSE AND APPLICATION SERVICE PROVIDER AGREEMENT
BETWEEN
BLACKBOARD INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI
(ORIGINAL PROJECT NUMBER 35758)

This document (hereinafter referred to as "Amendment Number 13") shall serve to amend the original Master License and Application Service Provider Agreement executed on April 20, 2006, and amended on September 11, 2006, January 3, 2007, March 30, 2007, September 10, 2007, December 5, 2008, September 12, 2010, January 31, 2012, June 18, 2012, August 23, 2013, February 11, 2014, July 15, 2014, and September 26, 2014 (hereinafter referred to as "Master Agreement"), between Blackboard Inc., a Delaware corporation having its principal place of business at 1111 19th Street, NW, Washington, DC 20036 (hereinafter referred to as "Licensor" and/or "Blackboard"), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the agencies and institutions of the State of Mississippi (hereinafter referred to as "Licensee").

NOW THEREFORE, ITS and Licensor, by entering into this Amendment Number 13, mutually agree that the following provisions shall modify the aforementioned Master Agreement:

- 1) Article 1, "Term of Agreement" shall be and hereby is amended so as to renew the Master Agreement for an additional term continuing through the close of business on April 19, 2029.
- 2) The sixth and seventh sentences of Article 7.1, "Method and Time of Payment" shall be and hereby are deleted in their entirety and replaced with the following: "Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Licensor's choice."
- 3) The third sentence of Article 26 "Notice" shall be and hereby is revised to read: "Licensor's address for notice is: Mr. Bill Jones, Associate General Counsel, Blackboard Inc., 1111 19th Street, NW, Washington, DC 20036."
- 4) Article 33 "Confidential Information" shall be and hereby is amended by adding the following: "33.3 The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Master Agreement shall not be deemed confidential information."
- 5) The following new Article 53 titled "Transparency" shall be and hereby is added to the Master Agreement and shall read as follows:

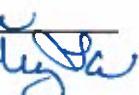
"ARTICLE 53 TRANSPARENCY

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Master Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Master Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Master Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted."

- 6) Exhibit A-12 in Amendment Number 12 shall be and hereby is replaced by the new Exhibit A-13 which is attached to this Amendment Number 13 and incorporated herein by reference. All references in the Agreement to "Exhibit A-12" shall be and hereby are revised to be "Exhibit A-13".

All other terms and conditions of the Master Agreement executed on April 20, 2006, and amended on September 11, 2006, January 3, 2007, March 30, 2007, September 10, 2007, December 5, 2008, September 12, 2010, January 31, 2012, June 18, 2012, August 23, 2013, February 11, 2014, July 15, 2014, and September 26, 2014 shall remain unchanged and in full force and effect.

**State of Mississippi, Department of
Information Technology Services**

By: Craig P. Orgeron
Authorized Signature 

Printed Name: Craig P. Orgeron, Ph.D.

Title: Executive Director

Date: 07/27/2016

Blackboard Inc.

By: Jessica Geller
Authorized Signature 

Printed Name: Jessica Geller

Title: Counsel

Date: 7/25/2016

EXHIBIT A-13

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Vendor Hosted Application Tiered Licensing							
Course Delivery - Enterprise & CE Enterprise (formerly Learning System)							
Tier I	0 - 2,000 FTE	\$40,936	\$41,345	\$41,758	\$42,802	\$43,872	\$44,969
Tier II	2,001 - 4,000 FTE	\$52,188	\$52,709	\$53,236	\$54,567	\$55,931	\$57,329
Tier III	4,001 - 8,000 FTE	\$63,439	\$64,074	\$64,715	\$66,833	\$69,004	\$91,229
Tier IV	8,001 - 15,000 FTE	\$77,370	\$78,144	\$78,926	\$80,899	\$82,922	\$84,995
Tier V	15,001 - 25,000 FTE	\$88,622	\$89,509	\$90,404	\$92,664	\$94,981	\$97,355
Tier VI	25,001 - 50,000 FTE	\$100,732	\$101,739	\$102,756	\$105,325	\$107,958	\$110,657
Product Description							
Course Delivery - Enterprise & CE Enterprise (formerly Learning System)							
Vendor Hosted Application Tiered Licensing							
Tier I	0 - 2,000 FTE	\$47,245	\$48,426	\$49,637	\$50,878	\$52,150	\$53,454
Tier II	2,001 - 4,000 FTE	\$60,232	\$61,737	\$63,281	\$64,863	\$66,484	\$68,147
Tier III	4,001 - 8,000 FTE	\$95,847	\$98,243	\$100,700	\$103,217	\$105,797	\$108,442
Tier IV	8,001 - 15,000 FTE	\$89,298	\$91,530	\$93,818	\$96,164	\$98,568	\$101,032
Tier V	15,001 - 25,000 FTE	\$102,284	\$104,841	\$107,462	\$110,148	\$112,902	\$115,725
Tier VI	25,001 - 50,000 FTE	\$116,259	\$119,165	\$122,145	\$125,198	\$128,328	\$131,536

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
CE LTD							
Tier I	0 - 2,000 FTE	\$33,434	\$33,769	\$34,106	\$34,961	\$35,835	\$36,731
Tier II	2,001 - 4,000 FTE	\$41,150	\$41,561	\$41,977	\$43,026	\$44,102	\$45,205
Tier III	4,001 - 8,000 FTE	\$49,830	\$50,328	\$50,832	\$52,103	\$53,405	\$54,741
Tier IV	8,001 - 15,000 FTE	\$59,474	\$60,069	\$60,670	\$62,187	\$63,741	\$65,335
Tier V	15,001 - 25,000 FTE	\$69,012	\$69,702	\$70,399	\$72,159	\$73,963	\$75,812
Tier VI	25,001 - 50,000 FTE	\$77,156	\$77,928	\$78,707	\$80,675	\$82,692	\$84,759
Product Description							
	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)	
CE LTD							
Tier I	0 - 2,000 FTE	\$38,590	\$39,555	\$40,544	\$41,557	\$42,596	\$43,661
Tier II	2,001 - 4,000 FTE	\$47,493	\$48,680	\$49,897	\$51,145	\$52,424	\$53,734
Tier III	4,001 - 8,000 FTE	\$57,512	\$58,950	\$60,423	\$61,934	\$63,482	\$65,069
Tier IV	8,001 - 15,000 FTE	\$68,643	\$70,359	\$72,118	\$73,921	\$75,769	\$77,663
Tier V	15,001 - 25,000 FTE	\$79,650	\$81,641	\$83,682	\$85,774	\$87,919	\$90,117
Tier VI	25,001 - 50,000 FTE	\$89,050	\$91,276	\$93,558	\$95,897	\$98,294	\$100,752
Product Description							
	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	
Community Engagement (formerly Community System)							
Tier I	0 - 2,000 FTE	\$28,719	\$29,006	\$29,296	\$30,028	\$30,779	\$31,549
Tier II	2,001 - 4,000 FTE	\$36,542	\$36,907	\$37,276	\$38,208	\$39,163	\$40,142

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Tier III 4,001 - 8,000 FTE	\$44,258	\$44,700	\$45,147	\$46,276	\$47,433	\$48,618	\$49,834
Tier IV 8,001 - 15,000 FTE	\$54,224	\$54,766	\$55,313	\$56,696	\$58,113	\$59,566	\$61,055
Tier V 15,001 - 25,000 FTE	\$62,153	\$62,775	\$63,403	\$64,988	\$66,613	\$68,278	\$69,985
Tier VI 15,001 - 35,000 FTE	\$70,298	\$71,001	\$71,711	\$73,504	\$75,341	\$77,225	\$79,156

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Community Engagement (formerly Community System)						
Tier I 0 - 2,000 FTE	\$33,146	\$33,974	\$34,824	\$35,694	\$36,587	\$37,501
Tier II 2,001 - 4,000 FTE	\$42,174	\$43,229	\$44,309	\$45,417	\$46,553	\$47,716
Tier III 4,001 - 8,000 FTE	\$51,080	\$52,357	\$53,666	\$55,007	\$56,382	\$57,792
Tier IV 8,001 - 15,000 FTE	\$62,582	\$64,146	\$65,750	\$67,394	\$69,078	\$70,805
Tier V 15,001 - 25,000 FTE	\$71,735	\$73,528	\$75,366	\$77,250	\$79,182	\$81,161
Tier VI 25,001- 50,000 FTE	\$81,134	\$83,163	\$85,242	\$87,373	\$89,557	\$91,796

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Content Management (formerly Content System)							
Tier I 0 - 2,000 FTE	\$33,649	\$33,985	\$34,325	\$35,183	\$36,063	\$36,964	\$37,888
Tier II 2,001 - 4,000 FTE	\$44,579	\$45,025	\$45,475	\$46,612	\$47,777	\$48,972	\$50,196
Tier III 4,001 - 8,000 FTE	\$55,831	\$56,389	\$56,953	\$58,377	\$59,836	\$61,332	\$62,865
Tier IV 8,001 - 15,000 FTE	\$67,190	\$67,862	\$68,541	\$70,255	\$72,011	\$73,811	\$75,656
Tier V 15,001 - 25,000 FTE	\$78,335	\$79,118	\$79,909	\$81,907	\$83,954	\$86,053	\$88,205
Tier VI 25,001- 50,000 FTE	\$89,480	\$90,374	\$91,278	\$93,560	\$95,899	\$98,296	\$100,754

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Content Management (formerly Content System)						
Tier I 0 - 2,000 FTE	\$38,836	\$39,806	\$40,802	\$41,822	\$42,867	\$43,939
Tier II 2,001 - 4,000 FTE	\$51,451	\$52,737	\$54,055	\$55,407	\$56,792	\$58,212
Tier III 4,001 - 8,000 FTE	\$64,437	\$66,048	\$67,699	\$69,392	\$71,126	\$72,905
Tier IV 8,001 - 15,000 FTE	\$77,548	\$79,487	\$81,474	\$83,511	\$85,598	\$87,738
Tier V 15,001 - 25,000 FTE	\$90,410	\$92,670	\$94,987	\$97,361	\$99,795	\$102,290
Tier VI 25,001- 50,000 FTE	\$103,273	\$105,854	\$108,501	\$111,213	\$113,994	\$116,844

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)
Outcomes Assessment (formerly Outcomes System)						
Tier I 0 - 2,000 FTE	\$47,258	\$47,731	\$48,208	\$49,413	\$50,649	\$51,915
Tier II 2,001 - 4,000 FTE	\$59,153	\$59,745	\$60,342	\$62,351	\$64,409	\$66,520
Tier III 4,001 - 8,000 FTE	\$71,048	\$71,758	\$72,476	\$74,290	\$76,147	\$78,051
Tier IV 8,001 - 15,000 FTE	\$82,728	\$83,556	\$84,391	\$86,501	\$88,663	\$90,880
Tier V 15,001 - 25,000 FTE	\$94,516	\$95,461	\$96,416	\$100,878	\$103,400	\$105,985
Tier VI 25,001- 50,000 FTE	\$106,518	\$107,583	\$108,659	\$111,580	\$114,370	\$117,229

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Outcomes Assessment (formerly Outcomes System)						
Tier I 0 - 2,000 FTE	\$54,543	\$55,907	\$57,304	\$58,737	\$60,205	\$61,710
Tier II 2,001 - 4,000 FTE	\$90,900	\$93,172	\$95,501	\$97,889	\$100,336	\$102,845
Tier III 4,001 - 8,000 FTE	\$82,002	\$84,052	\$86,154	\$88,307	\$90,515	\$92,778
Tier IV 8,001 - 15,000 FTE	\$95,481	\$97,868	\$100,314	\$102,822	\$105,393	\$108,028
Tier V 15,001 - 25,000 FTE	\$111,351	\$114,135	\$116,988	\$119,913	\$122,911	\$125,983

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Tier VI 25,001- 50,000 FTE	\$123,164	\$126,243	\$129,399	\$132,634	\$135,950	\$139,349
Vista Enterprise	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)
Tier I 0 - 2,000 FTE	\$88,301	\$89,184	\$90,076	\$92,330	\$94,638	\$97,004
Tier II 2,001 - 4,000 FTE	\$112,198	\$113,320	\$114,453	\$117,314	\$120,247	\$123,253
Tier III 4,001 - 8,000 FTE	\$136,309	\$137,672	\$139,049	\$142,525	\$146,088	\$149,741
Tier IV 8,001 - 15,000 FTE	\$160,313	\$161,916	\$163,535	\$188,123	\$192,826	\$197,647
Tier V 15,001 - 25,000 FTE	\$192,462	\$194,386	\$196,330	\$203,288	\$208,370	\$213,580
Tier VI 25,001- 50,000 FTE	\$224,610	\$226,856	\$229,125	\$234,853	\$240,724	\$246,743
Vista Enterprise	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Tier I 0 - 2,000 FTE	\$101,915	\$104,463	\$107,074	\$109,751	\$112,495	\$115,307
Tier II 2,001 - 4,000 FTE	\$129,493	\$132,730	\$136,049	\$139,450	\$142,936	\$146,510
Tier III 4,001 - 8,000 FTE	\$157,321	\$161,254	\$165,286	\$169,418	\$173,653	\$177,994
Tier IV 8,001 - 15,000 FTE	\$207,653	\$212,844	\$218,165	\$223,620	\$229,210	\$234,940
Tier V 15,001 - 25,000 FTE	\$224,392	\$230,002	\$235,752	\$241,646	\$247,687	\$253,879
Tier VI 25,001- 50,000 FTE	\$259,234	\$265,715	\$272,358	\$279,167	\$286,146	\$293,299

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Mobile Central							
Tier I 0 - 2,000 FTE	\$28,118	\$28,399	\$28,683	\$29,400	\$30,135	\$30,889	\$31,661
Tier II 2,001 - 4,000 FTE	\$31,899	\$32,218	\$32,540	\$33,353	\$34,187	\$35,042	\$35,918
Tier III 4,001 - 8,000 FTE	\$35,726	\$36,084	\$36,445	\$37,356	\$38,290	\$39,247	\$40,228
Tier IV 8,001 - 15,000 FTE	\$40,831	\$41,239	\$41,651	\$42,693	\$43,760	\$44,854	\$45,975
Tier V 15,001 - 25,000 FTE	\$45,935	\$46,394	\$46,858	\$48,029	\$49,230	\$50,461	\$51,722
Tier VI 25,001- 50,000 FTE	\$51,039	\$51,549	\$52,065	\$53,366	\$54,700	\$56,068	\$57,470

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Mobile Central						
Tier I 0 - 2,000 FTE	\$32,452	\$33,264	\$34,095	\$34,948	\$35,821	\$36,717
Tier II 2,001 - 4,000 FTE	\$36,816	\$37,736	\$38,680	\$39,647	\$40,638	\$41,654
Tier III 4,001 - 8,000 FTE	\$41,234	\$42,265	\$43,321	\$44,404	\$45,514	\$46,652
Tier IV 8,001 - 15,000 FTE	\$47,125	\$48,303	\$49,510	\$50,748	\$52,017	\$53,317
Tier V 15,001 - 25,000 FTE	\$53,015	\$54,341	\$55,699	\$57,092	\$58,519	\$59,982
Tier VI 25,001- 50,000 FTE	\$58,906	\$60,379	\$61,888	\$63,436	\$65,022	\$66,647

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Mobile Learn							
Tier I 0 - 2,000 FTE	\$19,494	\$19,689	\$19,886	\$20,383	\$20,892	\$21,415	\$21,950
Tier II 2,001 - 4,000 FTE	\$22,151	\$22,373	\$22,597	\$23,161	\$23,740	\$24,334	\$24,942
Tier III 4,001 - 8,000 FTE	\$24,810	\$25,058	\$25,309	\$25,941	\$26,590	\$27,255	\$27,936
Tier IV 8,001 - 15,000 FTE	\$28,355	\$28,638	\$28,925	\$29,648	\$30,389	\$31,149	\$31,928
Tier V 15,001 - 25,000 FTE	\$31,899	\$32,218	\$32,540	\$33,353	\$34,187	\$35,042	\$35,918

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Tier VI	\$35,444	\$35,798	\$36,156	\$37,060	\$37,986	\$38,936	\$39,909
Product Description							
Mobile Learn	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)	Extended Price (4/20/2029 - 4/19/2030)
Tier I	0 - 2,000 FTE	\$22,499	\$23,061	\$23,638	\$24,229	\$24,834	\$25,455
Tier II	2,001 - 4,000 FTE	\$25,566	\$26,205	\$26,860	\$27,532	\$28,220	\$28,925
Tier III	4,001 - 8,000 FTE	\$28,634	\$29,350	\$30,084	\$30,836	\$31,607	\$32,397
Tier IV	8,001 - 15,000 FTE	\$32,726	\$33,544	\$34,382	\$35,242	\$36,123	\$37,026
Tier V	15,001 - 25,000 FTE	\$36,816	\$37,736	\$38,680	\$39,647	\$40,638	\$41,654
Tier VI	25,001- 50,000 FTE	\$40,907	\$41,930	\$42,978	\$44,053	\$45,154	\$46,283
Product Description							
Collaborate Web Conferencing and Hosting	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Tier I	0 - 2,000 FTE	\$38,464	\$39,618	\$40,806	\$41,827	\$42,872	\$43,944
Tier II	2,001 - 4,000 FTE	\$55,412	\$57,075	\$58,787	\$60,256	\$61,763	\$63,307
Tier III	4,001 - 8,000 FTE	\$74,163	\$76,388	\$78,680	\$80,647	\$82,663	\$84,730
Tier IV	8,001 - 15,000 FTE	\$96,400	\$99,292	\$102,271	\$104,828	\$107,449	\$110,135
Tier V	15,001 - 25,000 FTE	\$114,930	\$116,080	\$117,240	\$120,171	\$123,175	\$126,255
Tier VI	25,001- 50,000 FTE	\$154,655	\$156,202	\$157,764	\$161,708	\$165,751	\$169,895

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Collaborate Web Conferencing and Hosting						
Tier I 0 - 2,000 FTE	\$46,169	\$47,323	\$48,506	\$49,719	\$50,962	\$52,236
Tier II 2,001 - 4,000 FTE	\$66,512	\$68,175	\$69,879	\$71,626	\$73,417	\$75,252
Tier III 4,001 - 8,000 FTE	\$89,019	\$91,245	\$93,526	\$95,864	\$98,260	\$100,717
Tier IV 8,001 - 15,000 FTE	\$115,710	\$118,603	\$121,568	\$124,607	\$127,723	\$130,916
Tier V 15,001 - 25,000 FTE	\$132,646	\$135,962	\$139,362	\$142,846	\$146,417	\$150,077
Tier VI 25,001- 50,000 FTE	\$178,495	\$182,958	\$187,532	\$192,220	\$197,026	\$201,951

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)
Collaborate Web Conferencing / ASP Setup & Migration Services						
Tier I 0 - 2,000 FTE	\$10,716	\$11,038	\$11,369	\$11,653	\$11,944	\$12,243
Tier II 2,001 - 4,000 FTE	\$19,289	\$19,868	\$20,464	\$20,975	\$21,500	\$22,037
Tier III 4,001 - 8,000 FTE	\$23,790	\$24,503	\$25,239	\$25,870	\$26,516	\$27,179
Tier IV 8,001 - 15,000 FTE	\$34,768	\$35,812	\$36,886	\$37,808	\$38,753	\$39,722
Tier V 15,001 - 25,000 FTE	\$56,201	\$56,763	\$57,330	\$58,763	\$60,232	\$61,738
Tier VI 25,001- 50,000 FTE	\$64,297	\$66,226	\$68,212	\$69,918	\$71,666	\$73,457

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Collaborate Web Conferencing / ASP Setup & Migration Services						
Tier I 0 - 2,000 FTE	\$12,863	\$13,184	\$13,514	\$13,852	\$14,198	\$14,553
Tier II 2,001 - 4,000 FTE	\$23,153	\$23,732	\$24,325	\$24,933	\$25,556	\$26,195
Tier III 4,001 - 8,000 FTE	\$28,555	\$29,269	\$30,001	\$30,751	\$31,520	\$32,308
Tier IV 8,001 - 15,000 FTE	\$41,733	\$42,776	\$43,846	\$44,942	\$46,065	\$47,217
Tier V 15,001 - 25,000 FTE	\$64,864	\$66,485	\$68,147	\$69,851	\$71,597	\$73,387

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Tier VI 25,001- 50,000 FTE	\$77,176	\$79,105	\$81,083	\$83,110	\$85,188	\$87,318

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)
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Collaborate Web Conferencing / Voice Authoring HENA (as of August 2016)

Tier I 0 - 2,000 FTE	\$62,067	\$63,929	\$65,847	\$67,493	\$69,180	\$70,910
Tier II 2,001 - 4,000 FTE	\$96,062	\$98,943	\$101,912	\$104,460	\$107,071	\$109,748
Tier III 4,001 - 8,000 FTE	\$118,419	\$121,971	\$125,631	\$128,771	\$131,991	\$135,290
Tier IV 8,001 - 15,000 FTE	\$141,117	\$143,939	\$145,378	\$146,832	\$150,503	\$154,265
Tier V 15,001 - 25,000 FTE	\$193,904	\$199,722	\$205,713	\$210,856	\$216,127	\$221,531
Tier VI 25,001- 50,000 FTE	\$246,541	\$253,937	\$261,555	\$268,094	\$274,797	\$281,667

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
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Collaborate Web Conferencing / Voice Authoring HENA (as of August 2016)

Tier I 0 - 2,000 FTE	\$74,500	\$76,362	\$78,271	\$80,228	\$82,234	\$84,289
Tier II 2,001 - 4,000 FTE	\$115,304	\$118,186	\$121,141	\$124,170	\$127,274	\$130,456
Tier III 4,001 - 8,000 FTE	\$142,139	\$145,693	\$149,335	\$153,069	\$156,895	\$160,818
Tier IV 8,001 - 15,000 FTE	\$162,075	\$166,127	\$170,280	\$174,537	\$178,901	\$183,373
Tier V 15,001 - 25,000 FTE	\$232,746	\$238,564	\$244,528	\$250,642	\$256,908	\$263,330
Tier VI 25,001- 50,000 FTE	\$295,926	\$303,324	\$310,907	\$318,680	\$326,647	\$334,813

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Voice Authoring (as of August 2016)							
Tier I 0 - 2,000 FTE	\$10,927	\$11,255	\$11,593	\$11,883	\$12,180	\$12,484	\$12,796
Tier II 2,001 - 4,000 FTE	\$16,391	\$16,883	\$17,389	\$17,824	\$18,269	\$18,726	\$19,194
Tier III 4,001 - 8,000 FTE	\$20,762	\$21,385	\$22,026	\$22,577	\$23,141	\$23,720	\$24,313
Tier IV 8,001 - 15,000 FTE	\$27,318	\$28,138	\$28,982	\$29,706	\$30,449	\$31,210	\$31,991
Tier V 15,001 - 25,000 FTE	\$32,782	\$33,765	\$34,778	\$35,648	\$36,539	\$37,452	\$38,389
Tier VI 25,001- 50,000 FTE	\$43,709	\$45,020	\$46,371	\$47,530	\$48,718	\$49,936	\$51,185

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Voice Authoring (as of August 2016)						
Tier I 0 - 2,000 FTE	\$13,116	\$13,444	\$13,780	\$14,125	\$14,478	\$14,840
Tier II 2,001 - 4,000 FTE	\$19,674	\$20,166	\$20,670	\$21,187	\$21,717	\$22,260
Tier III 4,001 - 8,000 FTE	\$24,921	\$25,544	\$26,182	\$26,837	\$27,508	\$28,195
Tier IV 8,001 - 15,000 FTE	\$32,790	\$33,610	\$34,450	\$35,312	\$36,194	\$37,099
Tier V 15,001 - 25,000 FTE	\$39,348	\$40,332	\$41,340	\$42,374	\$43,433	\$44,519
Tier VI 25,001- 50,000 FTE	\$52,464	\$53,776	\$55,121	\$56,499	\$57,911	\$59,359

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Collaborate Enterprise IM HENA							
Tier I 0 - 2,000 FTE	\$31,908	\$32,865	\$33,851	\$34,697	\$35,564	\$36,454	\$37,365
Tier II 2,001 - 4,000 FTE	\$47,424	\$48,847	\$50,312	\$51,570	\$52,860	\$54,181	\$55,536
Tier III 4,001 - 8,000 FTE	\$58,789	\$60,552	\$62,369	\$63,928	\$65,526	\$67,165	\$68,844
Tier IV 8,001 - 15,000 FTE	\$65,583	\$66,238	\$66,901	\$66,574	\$70,288	\$72,045	\$73,846
Tier V 15,001 - 25,000 FTE	\$84,577	\$87,114	\$89,728	\$91,971	\$94,270	\$96,627	\$99,043

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Tier VI 25,001-50,000 FTE	\$108,836	\$112,101	\$115,464	\$118,350	\$121,309	\$124,342	\$127,450

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
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Collaborate Enterprise IM HENA

Tier I 0 - 2,000 FTE	\$38,299	\$39,257	\$40,238	\$41,244	\$42,275	\$43,332
Tier II 2,001 - 4,000 FTE	\$56,924	\$58,347	\$59,806	\$61,301	\$62,833	\$64,404
Tier III 4,001 - 8,000 FTE	\$70,565	\$72,329	\$74,137	\$75,991	\$77,890	\$79,838
Tier IV 8,001 - 15,000 FTE	\$75,692	\$77,585	\$79,524	\$81,512	\$83,550	\$85,639
Tier V 15,001 - 25,000 FTE	\$101,519	\$104,057	\$106,658	\$109,325	\$112,058	\$114,859
Tier VI 25,001-50,000 FTE	\$130,637	\$133,902	\$137,250	\$140,681	\$144,198	\$147,803

Product Description	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Materials License Fees						
F2F PKG Fee	\$3,215	\$3,247	\$3,279	\$3,361	\$3,445	\$3,531
Online PKG Fee	\$2,679	\$2,706	\$2,733	\$2,801	\$2,871	\$2,943

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Materials License Fees						
F2F PKG Fee	\$3,710	\$3,803	\$3,898	\$3,995	\$4,095	\$4,197

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Online PKG Fee	\$3,092	\$3,169	\$3,249	\$3,330	\$3,413	\$3,498
Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)
Professional Services						
Training (Onsite)						
Training (Online or regional)						
Consulting						
Integration and Customization Maintenance						
Course Delivery and/or Community Engagement one time set-up fee	\$21,432	\$21,647	\$21,863	\$22,430	\$22,991	\$23,566
Content Management one time set-up fee	\$17,253	\$17,425	\$17,600	\$18,040	\$18,491	\$18,953
Mobile Central one time set-up fee	\$10,716	\$10,823	\$10,932	\$11,205	\$11,485	\$11,773
Recurring Costs:						
Hosting Charges:						
Course Delivery and/or Community Engagement <8,000 users	\$63,011	\$63,641	\$64,277	\$65,884	\$67,531	\$69,219
Additional 7,500 active users (additional service units - each)	\$44,901	\$45,350	\$45,803	\$46,948	\$48,122	\$49,325
Content Management Hosting	\$26,897	\$27,166	\$27,438	\$28,124	\$28,827	\$29,548
25% Complex Hosting	\$88,087	\$88,967	\$89,857	\$92,103	\$94,406	\$96,766

Pricing for professional services will be based on then current Blackboard rates.

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Manager	\$141,881	\$143,300	\$144,733	\$148,351	\$152,060	\$155,862	\$159,758
50% Complex Hosting Manager	\$285,049	\$287,899	\$290,778	\$298,047	\$305,499	\$313,136	\$320,965
100% Complex Hosting Manager	\$156,241	\$157,803	\$159,381	\$163,366	\$167,450	\$171,636	\$175,927
High Availability RAC Service	\$31,184	\$31,496	\$31,811	\$32,606	\$33,421	\$34,257	\$35,113
Outcomes Assessment Hosting	\$40,507	\$40,912	\$41,321	\$42,354	\$43,413	\$44,498	\$45,611
Staging Environment Test Environment	\$16,181	\$16,343	\$16,507	\$16,920	\$17,343	\$17,776	\$18,221
1TB Storage	\$16,181	\$16,343	\$16,507	\$16,920	\$17,343	\$17,776	\$18,221
1Mbps Bandwidth	\$7,394	\$7,468	\$7,543	\$7,732	\$7,925	\$8,123	\$8,326
Hosting Platinum Package	\$267,903	\$270,582	\$273,288	\$280,120	\$287,123	\$294,301	\$301,659

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Professional Services						
Training (Onsite)						
Training (Online or regional)						
Consulting						
Integration and Customization Maintenance						
Course Delivery and/or Community Engagement one time set-up fee	\$24,759	\$25,378	\$26,012	\$26,662	\$27,329	\$28,012
Content Management one time set-up fee	\$19,913	\$20,411	\$20,921	\$21,444	\$21,980	\$22,529
Mobile Central one time set-up fee	\$12,369	\$12,678	\$12,995	\$13,320	\$13,653	\$13,994

Pricing for professional services will be based on then current Blackboard rates.

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Recurring Costs:						
Hosting Charges:						
Course Delivery and/or Community Engagement <8,000 users	\$72,724	\$74,542	\$76,405	\$78,315	\$80,273	\$82,280
Additional 7,500 active users (additional service units - each)	\$51,822	\$53,117	\$54,445	\$55,807	\$57,202	\$58,632
Content Management Hosting	\$31,044	\$31,820	\$32,615	\$33,431	\$34,266	\$35,123
25% Complex Hosting Manager	\$101,665	\$104,207	\$106,812	\$109,482	\$112,219	\$115,025
50% Complex Hosting Manager	\$163,752	\$167,846	\$172,042	\$176,343	\$180,752	\$185,270
100% Complex Hosting Manager	\$328,989	\$337,213	\$345,644	\$354,285	\$363,142	\$372,220
High Availability RAC Service	\$180,325	\$184,833	\$189,454	\$194,190	\$199,045	\$204,021
Outcomes Assessment Hosting	\$35,991	\$36,891	\$37,813	\$38,759	\$39,728	\$40,721
Staging Environment	\$46,751	\$47,920	\$49,118	\$50,346	\$51,604	\$52,894
Test Environment	\$18,676	\$19,143	\$19,622	\$20,112	\$20,615	\$21,130
1TB Storage	\$18,676	\$19,143	\$19,622	\$20,112	\$20,615	\$21,130
1Mbps Bandwidth	\$8,534	\$8,748	\$8,966	\$9,190	\$9,420	\$9,656
Hosting Platinum Package	\$309,200	\$316,930	\$324,854	\$332,975	\$341,299	\$349,832
Student Services Account Management						
Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)
2,001 - 3,000 Incidents	\$15,003	\$15,153	\$15,304	\$15,687	\$16,079	\$16,481
3,001 - 4,000 Incidents	\$27,318	\$28,138	\$28,982	\$36,227	\$45,284	\$56,605

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Student Services Account Management						
2,001 - 3,000 Incidents	\$17,315	\$17,748	\$18,192	\$18,646	\$19,113	\$19,590
3,001 - 4,000 Incidents	\$88,446	\$110,557	\$138,196	\$172,745	\$215,932	\$269,915
Student Services Bb CRM Department						
2,001 - 3,000 Incidents	\$15,003	\$15,153	\$15,304	\$15,687	\$16,079	\$16,481
3,001 - 4,000 Incidents	\$27,318	\$28,138	\$28,982	\$36,227	\$45,284	\$56,605
Student Services Bb CRM Department						
2,001 - 3,000 Incidents	\$17,315	\$17,748	\$18,192	\$18,646	\$19,113	\$19,590
3,001 - 4,000 Incidents	\$88,446	\$110,557	\$138,196	\$172,745	\$215,932	\$269,915
Student Services Bb CRM Seat						
Cost Per Seat	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600
18 Seat Bundle	\$16,391	\$16,883	\$17,389	\$15,000	\$15,000	\$15,000

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Student Services Bb CRM Seat	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600
Cost Per Seat	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
18 Seat Bundle						
Student Services ELS Support Incident	\$64,297	\$64,940	\$65,589	\$67,229	\$68,909	\$70,632
2,001-3,000 Incidents	\$92,822	\$95,668	\$98,538	\$101,001	\$103,526	\$106,115
3,001- 4,000 Incidents						
Student Services ELS Support Incident	\$74,208	\$76,063	\$77,965	\$79,914	\$81,912	\$83,959
2,001-3,000 Incidents	\$111,487	\$114,274	\$117,131	\$120,059	\$123,060	\$126,137
3,001- 4,000 Incidents						
Student Services Password Reset Tool	\$21,855	\$22,510	\$23,185	\$23,765	\$24,359	\$24,968
Year 1	\$10,927	\$11,255	\$11,593	\$11,883	\$12,180	\$12,484
Year 2						

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Student Services Password Reset Tool						
Year 1	\$26,232	\$26,887	\$27,560	\$28,249	\$28,955	\$29,679
Year 2	\$13,116	\$13,444	\$13,780	\$14,125	\$14,478	\$14,840
Product Description						
Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Professional Services						
Integration and Customization Maintenance		Pricing for professional services will be based on then current Blackboard rates.				
LDAP Annual Fee	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Product Description						
Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)	
Professional Services						
Integration and Customization Maintenance		Pricing for professional services will be based on then current Blackboard rates.				
LDAP Annual Fee	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Product Description						
Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Vendor Hosted Application						
Department of Education Tiered Licensing*						
Course Delivery (formerly Learning System)	\$9,795	\$9,892	\$9,991	\$10,241	\$10,497	\$10,759
User band 0 - 2,000 Users						
						\$11,028

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
User band 2,001 - 5,000 Users	\$24,486	\$24,731	\$24,979	\$25,603	\$26,244	\$26,900	\$27,572
Vendor Hosted Application							
Department of Education Tiered Licensing							
Course Delivery (formerly Learning System)							
User band 0 - 2,000 Users	\$11,304	\$11,586	\$11,876	\$12,173	\$12,477	\$12,789	
User band 2,001 - 5,000 Users	\$28,261	\$28,968	\$29,692	\$30,434	\$31,195	\$31,975	
User band 5,001 - 10,000 Users	\$56,522	\$57,935	\$59,383	\$60,868	\$62,389	\$63,949	
User band 10,001 - 30,000 Users	\$169,565	\$173,804	\$178,150	\$182,603	\$187,168	\$191,848	
User band 30,001 - 45,000 Users	\$254,348	\$260,707	\$267,225	\$273,906	\$280,753	\$287,772	
User band 45,001 - 60,000 Users	\$339,131	\$347,609	\$356,299	\$365,207	\$374,337	\$383,695	

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Community Engagement (formerly Community System)							
User band 0 - 2,000 Users	\$6,837	\$6,905	\$8,974	\$9,198	\$9,428	\$9,664	\$9,906
User band 2,001 - 5,000 Users	\$17,092	\$17,263	\$17,438	\$17,874	\$18,321	\$18,779	\$19,248
User band 5,001 - 10,000 Users	\$34,184	\$34,526	\$34,872	\$35,744	\$36,637	\$37,553	\$38,492
User band 10,001 - 30,000 Users	\$102,553	\$103,579	\$104,615	\$107,230	\$109,911	\$112,659	\$115,475
User band 30,001 - 45,000 Users	\$153,830	\$155,388	\$156,922	\$160,845	\$164,866	\$168,988	\$173,213
User band 45,001 - 60,000 Users	\$205,107	\$207,158	\$209,229	\$214,460	\$219,821	\$225,317	\$230,950

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Community Engagement (formerly Community System)						
User band 0 - 2,000 Users	\$10,153	\$10,407	\$10,667	\$10,934	\$11,207	\$11,487
User band 2,001 - 5,000 Users	\$19,729	\$20,223	\$20,728	\$21,247	\$21,778	\$22,322
User band 5,001 - 10,000 Users	\$39,454	\$40,441	\$41,452	\$42,488	\$43,550	\$44,639
User band 10,001 - 30,000 Users	\$118,362	\$121,321	\$124,354	\$127,463	\$130,650	\$133,916
User band 30,001 - 45,000 Users	\$177,543	\$181,981	\$186,531	\$191,194	\$195,974	\$200,873
User band 45,001 - 60,000 Users	\$236,723	\$242,641	\$248,708	\$254,925	\$261,298	\$267,831

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Content Management (formerly Content System)							
User band 0 - 2,000 Users	\$7,823	\$7,901	\$7,980	\$8,180	\$8,384	\$8,594	\$8,808
User band 2,001 - 5,000 Users	\$19,557	\$19,752	\$19,950	\$20,449	\$20,960	\$21,484	\$22,021
User band 5,001 - 10,000 Users	\$39,114	\$39,505	\$39,900	\$40,898	\$41,920	\$42,968	\$44,042
User band 10,001 - 30,000 Users	\$117,342	\$118,515	\$119,700	\$122,693	\$125,760	\$128,904	\$132,126
User band 30,001 - 45,000 Users	\$175,959	\$177,718	\$179,495	\$183,982	\$188,582	\$193,296	\$198,129
User band 45,001 - 60,000 Users	\$234,683	\$237,030	\$239,400	\$245,385	\$251,520	\$257,808	\$264,253
Content Management (formerly Content System)							
User band 0 - 2,000 Users	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)	Extended Price (4/20/2029 - 4/19/2030)
User band 0 - 2,000 Users	\$9,029	\$9,254	\$9,486	\$9,723	\$9,966	\$10,215	\$10,471
User band 2,001 - 5,000 Users	\$22,572	\$23,136	\$23,714	\$24,307	\$24,915	\$25,538	\$26,253
User band 5,001 - 10,000 Users	\$45,143	\$46,272	\$47,429	\$48,614	\$49,830	\$51,075	\$52,375
User band 10,001 - 30,000 Users	\$135,430	\$138,815	\$142,286	\$145,843	\$149,489	\$153,226	\$157,075
User band 30,001 - 45,000 Users	\$203,082	\$208,159	\$213,363	\$218,697	\$224,165	\$229,769	\$235,452
User band 45,001 - 60,000 Users	\$270,859	\$277,631	\$284,571	\$291,686	\$298,978	\$306,452	\$314,253

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Professional Services							
Course Delivery and/or Community Engagement one time set-up fee	\$21,432	\$21,647	\$21,863	\$22,410	\$22,970	\$23,544	\$24,133
Content Management one time set-up fee	\$16,074	\$16,235	\$16,397	\$16,807	\$17,227	\$17,658	\$18,099
Recurring Costs:							
Hosting Charges:							
Course Delivery and/or Community Engagement							
User band 0 - 2,000 Users	\$15,003	\$15,153	\$15,304	\$15,687	\$16,079	\$16,481	\$16,893
User band 2,001 - 5,000 Users	\$37,508	\$37,881	\$38,260	\$39,217	\$40,197	\$41,202	\$42,232
User band 5,001 - 10,000 Users	\$51,759	\$52,276	\$52,799	\$54,119	\$55,472	\$56,859	\$58,280
User band 10,001 - 30,000 Users	\$155,277	\$156,829	\$158,398	\$162,358	\$166,417	\$170,577	\$174,842
User band 30,001 - 45,000 Users	\$232,915	\$235,244	\$237,596	\$243,536	\$249,624	\$255,865	\$262,262
User band 45,001 - 60,000 Users	\$310,553	\$313,659	\$316,795	\$324,715	\$332,833	\$341,154	\$349,682
Content Management							
User band 0 - 2,000 Users	\$22,129	\$22,350	\$22,574	\$23,138	\$23,717	\$24,310	\$24,917
User band 2,001 - 5,000 Users	\$37,935	\$38,314	\$38,698	\$39,665	\$40,657	\$41,674	\$42,715
User band 5,001 - 10,000 Users	\$56,903	\$57,472	\$58,046	\$59,497	\$60,985	\$62,509	\$64,072
User band 10,001 - 30,000 Users	\$75,870	\$76,629	\$77,395	\$79,330	\$81,313	\$83,346	\$85,430
Managed Contact Center: Project and Account	Pricing for this section will be based on then current Blackboard rates.						

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Management							
Contact Center Infrastructure							
Call Center Operations							
Professional Services							
Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)	
Course Delivery and/or Community Engagement							
Engagement one time set-up fee	\$24,736	\$25,354	\$25,988	\$26,638	\$27,304	\$27,986	
Content Management one time set-up fee	\$18,552	\$19,015	\$19,491	\$19,978	\$20,478	\$20,990	
Recurring Costs:							
Hosting Charges:							
Course Delivery and/or Community Engagement							
User band 0 - 2,000 Users	\$17,315	\$17,748	\$18,192	\$18,646	\$19,113	\$19,590	
User band 2,001 - 5,000 Users	\$43,288	\$44,370	\$45,479	\$46,616	\$47,781	\$48,976	
User band 5,001 -10,000 Users	\$59,737	\$61,231	\$62,761	\$64,330	\$65,939	\$67,587	
User band 10,001 - 30,000 Users	\$179,213	\$183,693	\$188,285	\$192,993	\$197,817	\$202,763	
User band 30,001 - 45,000 Users	\$268,818	\$275,539	\$282,427	\$289,488	\$296,725	\$304,143	
User band 45,001 - 60,000 Users	\$358,424	\$367,385	\$376,570	\$385,984	\$395,634	\$405,524	
Content Management							
User band 0 - 2,000 Users	\$25,540	\$26,179	\$26,833	\$27,504	\$28,192	\$28,897	
User band 2,001 - 5,000 Users	\$43,783	\$44,878	\$46,000	\$47,150	\$48,328	\$49,537	
User band 5,001 -10,000 Users	\$65,674	\$67,316	\$68,998	\$70,723	\$72,491	\$74,304	
User band 10,001 - 30,000 Users	\$87,565	\$89,754	\$91,998	\$94,298	\$96,656	\$99,072	
Managed Contact Center:							
Project and Account Management							

Pricing for this section will be based on then current Blackboard rates.

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Contact Center Infrastructure						
Call Center Operations						

* This pricing structure is offered only to the Department of Education

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)
Mississippi Community College Tiered Pricing**						
Collaborate Web Conferencing and Hosting						
Tier I 0 - 2,000 FTE	\$38,464	\$39,618	\$40,806	\$41,826	\$42,872	\$43,944
Tier II 2,001 - 4,000 FTE	\$55,412	\$57,075	\$58,787	\$60,257	\$61,763	\$63,307
Tier III 4,001 - 8,000 FTE	\$74,163	\$76,388	\$78,680	\$80,647	\$82,663	\$84,730
Tier IV 8,001 - 15,000 FTE	\$96,400	\$99,292	\$102,271	\$104,828	\$107,448	\$110,135
Tier V 15,001 - 25,000 FTE	\$114,930	\$116,080	\$117,240	\$120,171	\$123,175	\$126,255
Tier VI 25,001 - 50,000 FTE	\$154,655	\$156,202	\$157,764	\$161,708	\$165,751	\$169,895
Above 50,001 FTE	\$187,406	\$191,154	\$193,066	\$197,892	\$202,840	\$207,911
						\$213,108

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)
Mississippi Community College Tiered Pricing**					
Collaborate Web Conferencing and Hosting					

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Tier I 0 - 2,000 FTE	\$46,168	\$47,322	\$48,506	\$49,718	\$50,961	\$52,235
Tier II 2,001 - 4,000 FTE	\$66,512	\$68,175	\$69,879	\$71,626	\$73,417	\$75,252
Tier III 4,001 - 8,000 FTE	\$89,019	\$91,245	\$93,526	\$95,864	\$98,261	\$100,717
Tier IV 8,001 - 15,000 FTE	\$115,710	\$118,603	\$121,568	\$124,607	\$127,722	\$130,916
Tier V 15,001 - 25,000 FTE	\$132,646	\$135,962	\$139,362	\$142,846	\$146,417	\$150,077
Tier VI 25,001 - 50,000 FTE	\$178,495	\$182,958	\$187,532	\$192,220	\$197,026	\$201,951
Above 50,001 FTE	\$218,436	\$223,897	\$229,494	\$235,232	\$241,113	\$247,140

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Collaborate Web Conferencing / ASP Setup & Migration Services							
Tier I 0 - 2,000 FTE	\$18,364	\$18,548	\$18,733	\$19,202	\$19,682	\$20,174	\$20,678
Tier II 2,001 - 4,000 FTE	\$26,444	\$26,709	\$26,976	\$27,650	\$28,342	\$29,050	\$29,776
Tier III 4,001 - 8,000 FTE	\$35,435	\$35,790	\$36,148	\$37,051	\$37,978	\$38,927	\$39,900
Tier IV 8,001 - 15,000 FTE	\$46,066	\$46,527	\$46,992	\$48,167	\$49,371	\$50,605	\$51,870
Tier V 15,001 - 25,000 FTE	\$56,201	\$56,763	\$57,330	\$58,763	\$60,232	\$61,738	\$63,282
Tier VI 25,001 - 50,000 FTE	\$75,871	\$76,630	\$77,396	\$79,331	\$81,314	\$83,347	\$85,431
Above 50,001 FTE	\$91,938	\$93,776	\$94,714	\$97,082	\$99,509	\$101,997	\$104,547

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Collaborate Web Conferencing / ASP Setup & Migration Services						
Tier I 0 - 2,000 FTE	\$21,195	\$21,725	\$22,268	\$22,825	\$23,395	\$23,980
Tier II 2,001 - 4,000 FTE	\$30,521	\$31,284	\$32,066	\$32,868	\$33,689	\$34,531

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Tier III 4,001 - 8,000 FTE	\$40,898	\$41,920	\$42,968	\$44,043	\$45,144	\$46,272
Tier IV 8,001 - 15,000 FTE	\$53,167	\$54,496	\$55,859	\$57,255	\$58,687	\$60,154
Tier V 15,001 - 25,000 FTE	\$64,864	\$66,485	\$68,147	\$69,851	\$71,597	\$73,387
Tier VI 25,001 - 50,000 FTE	\$87,566	\$89,756	\$91,999	\$94,299	\$96,657	\$99,073
Above 50,001 FTE	\$107,160	\$109,839	\$112,585	\$115,400	\$118,285	\$121,242

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)
Collaborate Web / Voice Authoring HENA						
Tier I 0 - 2,000 FTE	\$61,370	\$63,211	\$65,107	\$66,735	\$68,403	\$70,113
Tier II 2,001 - 4,000 FTE	\$88,372	\$91,023	\$93,754	\$96,098	\$98,500	\$100,963
Tier III 4,001 - 8,000 FTE	\$118,419	\$121,971	\$125,631	\$128,772	\$131,991	\$135,291
Tier IV 8,001 - 15,000 FTE	\$143,939	\$145,378	\$146,832	\$150,503	\$154,265	\$158,122
Tier V 15,001 - 25,000 FTE	\$175,605	\$177,362	\$179,135	\$183,614	\$188,204	\$192,909
Tier VI 25,001 - 50,000 FTE	\$237,067	\$239,438	\$241,832	\$247,878	\$254,075	\$260,427
Above 50,001 FTE	\$287,270	\$293,015	\$295,945	\$303,344	\$310,928	\$318,701

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)
Collaborate Web / Voice Authoring HENA					
Tier I 0 - 2,000 FTE	\$73,663	\$75,504	\$77,392	\$79,327	\$81,310
Tier II 2,001 - 4,000 FTE	\$106,074	\$108,726	\$111,444	\$114,230	\$117,086
Tier III 4,001 - 8,000 FTE	\$142,140	\$145,693	\$149,336	\$153,069	\$156,896
Tier IV 8,001 - 15,000 FTE	\$166,127	\$170,280	\$174,537	\$178,901	\$183,373

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Tier V 15,001 - 25,000 FTE	\$202,675	\$207,742	\$212,935	\$218,259	\$223,715	\$229,308
Tier VI 25,001 - 50,000 FTE	\$273,611	\$280,452	\$287,463	\$294,649	\$302,016	\$309,566
Above 50,001 FTE	\$334,835	\$343,206	\$351,786	\$360,581	\$369,595	\$378,835

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)
Voice Authoring (as of August 2016 Voice Authoring will be named Voice Threads)						
Tier I 0 - 2,000 FTE	\$10,927	\$11,255	\$11,593	\$11,883	\$12,180	\$12,484
Tier II 2,001 - 4,000 FTE	\$16,391	\$16,883	\$17,389	\$17,824	\$18,269	\$18,726
Tier III 4,001 - 8,000 FTE	\$20,762	\$21,385	\$22,026	\$22,577	\$23,141	\$23,720
Tier IV 8,001 - 15,000 FTE	\$27,318	\$28,138	\$28,982	\$29,706	\$30,449	\$31,210
Tier V 15,001 - 25,000 FTE	\$32,782	\$33,765	\$34,778	\$35,648	\$36,539	\$37,452
Tier VI 25,001 - 50,000 FTE	\$43,709	\$45,020	\$46,371	\$47,530	\$48,718	\$49,936
						\$51,185

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Voice Authoring (as of August 2016 Voice Authoring will be named Voice Threads)						
Tier I 0 - 2,000 FTE	\$13,116	\$13,444	\$13,780	\$14,125	\$14,478	\$14,840
Tier II 2,001 - 4,000 FTE	\$19,674	\$20,166	\$20,670	\$21,187	\$21,717	\$22,260
Tier III 4,001 - 8,000 FTE	\$24,921	\$25,544	\$26,182	\$26,837	\$27,508	\$28,195
Tier IV 8,001 - 15,000 FTE	\$32,790	\$33,610	\$34,450	\$35,312	\$36,194	\$37,099
Tier V 15,001 - 25,000 FTE	\$39,348	\$40,332	\$41,340	\$42,374	\$43,433	\$44,519
Tier VI 25,001 - 50,000 FTE	\$52,464	\$53,776	\$55,121	\$56,499	\$57,911	\$59,359

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Collaborate Enterprise IM HENA							
Tier I 0 - 2,000 FTE	\$26,660	\$27,459	\$28,283	\$28,990	\$29,715	\$30,458	\$31,219
Tier II 2,001 - 4,000 FTE	\$38,390	\$39,541	\$40,728	\$41,746	\$42,789	\$43,859	\$44,956
Tier III 4,001 - 8,000 FTE	\$51,442	\$52,985	\$54,575	\$55,939	\$57,338	\$58,771	\$60,241
Tier IV 8,001 - 15,000 FTE	\$65,583	\$66,238	\$66,901	\$68,574	\$70,288	\$72,045	\$73,846
Tier V 15,001 - 25,000 FTE	\$80,011	\$80,811	\$81,619	\$83,660	\$85,751	\$87,895	\$90,092
Tier VI 25,001 - 50,000 FTE	\$108,015	\$109,095	\$110,186	\$112,940	\$115,764	\$118,658	\$121,624
Above 50,001 FTE	\$130,888	\$133,506	\$134,841	\$138,212	\$141,667	\$145,209	\$148,839
Collaborate Enterprise IM HENA							
Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)	
Tier I 0 - 2,000 FTE	\$32,000	\$32,800	\$33,620	\$34,460	\$35,322	\$36,205	
Tier II 2,001 - 4,000 FTE	\$46,080	\$47,232	\$48,412	\$49,623	\$50,863	\$52,135	
Tier III 4,001 - 8,000 FTE	\$61,747	\$63,290	\$64,873	\$66,494	\$68,157	\$69,861	
Tier IV 8,001 - 15,000 FTE	\$75,692	\$77,585	\$79,524	\$81,512	\$83,550	\$85,639	
Tier V 15,001 - 25,000 FTE	\$92,344	\$94,653	\$97,019	\$99,445	\$101,931	\$104,479	
Tier VI 25,001 - 50,000 FTE	\$124,665	\$127,782	\$130,976	\$134,251	\$137,607	\$141,047	
Above 50,001 FTE	\$152,560	\$156,374	\$160,284	\$164,291	\$168,398	\$172,608	

** This pricing structure is offered only to the Mississippi Community College Board.

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Vendor Hosted Application Tiered Learn Analytics Licensing							

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/19/2019)	Extended Price (4/20/2018 - 4/19/2020)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Tier I 0 - 2,000 FTE	\$24,900.00	\$25,522.50	\$26,160.56	\$26,814.58	\$27,484.94	\$28,172.06	\$28,876.37	
Tier II 2,001 - 4,000 FTE	\$31,800.00	\$32,595.00	\$33,409.88	\$34,245.12	\$35,101.25	\$35,978.78	\$36,878.25	
Tier III 4,001 - 8,000 FTE	\$38,800.00	\$39,770.00	\$40,764.25	\$41,783.36	\$42,827.94	\$43,898.64	\$44,996.10	
Tier IV 8,001 - 15,000 FTE	\$47,300.00	\$48,482.50	\$49,694.56	\$50,936.93	\$52,210.35	\$53,515.61	\$54,853.50	
Tier V 15,001 - 25,000 FTE	\$54,000.00	\$55,350.00	\$56,733.75	\$58,152.09	\$59,605.90	\$61,096.04	\$62,623.44	
Tier VI 25,001 - 50,000 FTE	\$61,300.00	\$62,832.50	\$64,403.31	\$66,013.40	\$67,663.73	\$69,355.32	\$71,089.21	
Tier VII 50,001-75,000 FTE	\$79,950.00	\$81,948.75	\$83,997.47	\$86,097.41	\$88,249.84	\$90,456.09	\$92,717.49	
Tier VIII 75,001-100,000 FTE	\$98,610.00	\$101,075.25	\$103,602.13	\$106,192.18	\$108,846.99	\$111,568.16	\$114,357.37	
Tier IX 100,001 – 125,000 FTE	\$111,930.00	\$114,728.25	\$117,596.46	\$120,536.37	\$123,549.78	\$126,638.52	\$129,804.48	
Vendor Hosted Application Tiered Learn Analytics Licensing								
Tier I 0 - 2,000 FTE	\$29,598.28	\$30,338.23	\$31,096.69	\$31,874.11	\$32,670.96	\$33,487.73		
Tier II 2,001 - 4,000 FTE	\$37,800.21	\$38,745.21	\$39,713.84	\$40,706.69	\$41,724.36	\$42,767.46		
Tier III 4,001 - 8,000 FTE	\$46,121.01	\$47,274.03	\$48,455.88	\$49,667.28	\$50,908.96	\$52,181.69		
Tier IV 8,001 - 15,000 FTE	\$56,224.84	\$57,630.46	\$59,071.22	\$60,548.00	\$62,061.70	\$63,613.24		
Tier V 15,001 - 25,000 FTE	\$64,189.03	\$65,793.76	\$67,438.60	\$69,124.57	\$70,852.68	\$72,624.00		
Tier VI 25,001 - 50,000 FTE	\$72,866.44	\$74,688.10	\$76,555.30	\$78,469.18	\$80,430.91	\$82,441.68		
Tier VII 50,001-75,000 FTE	\$95,035.43	\$97,411.31	\$99,846.59	\$102,342.76	\$104,901.33	\$107,523.86		
Tier VIII 75,001-100,000 FTE	\$117,216.30	\$120,146.71	\$123,150.38	\$126,229.14	\$129,384.87	\$132,619.49		
Tier IX 100,001 – 125,000 FTE	\$133,049.60	\$136,375.84	\$139,785.23	\$143,279.86	\$146,861.86	\$150,533.41		

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Learn Analytics Pyramid							
Tier I 0 - 2,000 FTE	\$5,000.00	\$5,125.00	\$5,253.13	\$5,384.45	\$5,519.06	\$5,657.04	\$5,798.47
Tier II 2,001 - 4,000 FTE	\$6,500.00	\$6,662.50	\$6,829.06	\$6,999.79	\$7,174.78	\$7,354.15	\$7,538.01
Tier III 4,001 - 8,000 FTE	\$7,800.00	\$7,995.00	\$8,194.88	\$8,399.75	\$8,609.74	\$8,824.98	\$9,045.61
Tier IV 8,001 - 15,000 FTE	\$9,500.00	\$9,737.50	\$9,980.94	\$10,230.46	\$10,486.22	\$10,748.38	\$11,017.09
Tier V 15,001 - 25,000 FTE	\$11,000.00	\$11,275.00	\$11,556.88	\$11,845.80	\$12,141.94	\$12,445.49	\$12,756.63
Tier VI 25,001 - 50,000 FTE	\$12,500.00	\$12,812.50	\$13,132.81	\$13,461.13	\$13,797.66	\$14,142.60	\$14,496.17
Tier VII 50,001- 75,000 FTE	\$16,500.00	\$16,912.50	\$17,335.31	\$17,768.70	\$18,212.91	\$18,668.24	\$19,134.94
Tier VIII 75,001- 100,000 FTE	\$19,750.00	\$20,243.75	\$20,749.84	\$21,268.59	\$21,800.30	\$22,345.31	\$22,903.95
Tier IX 100,001 – 125,000 FTE	\$22,500.00	\$23,062.50	\$23,639.06	\$24,230.04	\$24,835.79	\$25,456.68	\$26,093.10

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Learn Analytics Pyramid						
Tier I 0 - 2,000 FTE	\$5,943.43	\$6,092.01	\$6,244.31	\$6,400.42	\$6,560.43	\$6,724.44
Tier II 2,001 - 4,000 FTE	\$7,726.46	\$7,919.62	\$8,117.61	\$8,320.55	\$8,528.56	\$8,741.78
Tier III 4,001 - 8,000 FTE	\$9,271.75	\$9,503.54	\$9,741.13	\$9,984.66	\$10,234.28	\$10,490.13
Tier IV 8,001 - 15,000 FTE	\$11,292.51	\$11,574.83	\$11,864.20	\$12,160.80	\$12,464.82	\$12,776.44
Tier V 15,001 - 25,000 FTE	\$13,075.54	\$13,402.43	\$13,737.49	\$14,080.93	\$14,432.95	\$14,793.78
Tier VI 25,001 - 50,000 FTE	\$14,858.57	\$15,230.04	\$15,610.79	\$16,001.06	\$16,401.08	\$16,811.11
Tier VII 50,001- 75,000 FTE	\$19,613.31	\$20,103.65	\$20,606.24	\$21,121.39	\$21,649.43	\$22,190.67
Tier VIII 75,001- 100,000 FTE	\$23,476.54	\$24,063.46	\$24,665.04	\$25,281.67	\$25,913.71	\$26,561.55

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)
Learn Analytics Additional Hosting Services						
Analytics Managed Hosting A4L VPN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Analytics Managed Hosting Setup	\$10,000.00	\$10,250.00	\$10,506.25	\$10,768.91	\$11,038.13	\$11,314.08
Analytics Managed Hosting Test and Development ENV	\$15,000.00	\$15,375.00	\$15,759.38	\$16,153.36	\$16,557.19	\$16,971.12
Analytics Managed Hosting Add 250GB Storage	\$19,000.00	\$19,475.00	\$19,961.88	\$20,460.92	\$20,972.44	\$21,496.76
Analytics Managed Hosting Add 500GB Storage	\$25,000.00	\$25,625.00	\$26,265.63	\$26,922.27	\$27,595.32	\$28,285.21
Analytics Managed Hosting A4L Reporting SVR Setup	\$5,000.00	\$5,125.00	\$5,253.13	\$5,384.45	\$5,519.06	\$5,657.04
Analytics Managed Hosting A4L Reporting Server	\$35,000.00	\$35,875.00	\$36,771.88	\$37,691.17	\$38,633.45	\$39,599.29
Analytics Managed Hosting A4L Building Block Setup	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Learn Analytics Additional Hosting Services						
Analytics Managed Hosting A4L VPN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Analytics Managed Hosting Setup	\$11,886.86	\$12,184.03	\$12,488.63	\$12,800.85	\$13,120.87	\$13,448.89
Analytics Managed Hosting Test and Development ENV	\$17,830.29	\$18,276.04	\$18,732.94	\$19,201.27	\$19,681.30	\$20,173.33
Analytics Managed Hosting Add 250GB Storage	\$22,585.03	\$23,149.66	\$23,728.40	\$24,321.61	\$24,929.65	\$25,552.89
Analytics Managed Hosting Add 500GB Storage	\$29,717.14	\$30,460.07	\$31,221.57	\$32,002.11	\$32,802.17	\$33,622.22
Analytics Managed Hosting A4L Reporting SVR Setup	\$5,943.43	\$6,092.01	\$6,244.31	\$6,400.42	\$6,560.43	\$6,724.44
Analytics Managed Hosting A4L Reporting Server	\$41,604.00	\$42,644.10	\$43,710.20	\$44,802.96	\$45,923.03	\$47,071.11
Analytics Managed Hosting A4L Building Block Setup	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Product Description	Extended Price (4/20/2016 - 4/19/2017)	Extended Price (4/20/2017 - 4/19/2018)	Extended Price (4/20/2018 - 4/19/2019)	Extended Price (4/20/2019 - 4/19/2020)	Extended Price (4/20/2020 - 4/19/2021)	Extended Price (4/20/2021 - 4/19/2022)	Extended Price (4/20/2022 - 4/19/2023)
Additional Manage Hosting Services							
Hosting Diamond Package	\$192,100.00	\$196,902.50	\$201,825.06	\$206,870.69	\$212,042.46	\$217,343.52	\$222,777.11
Hosting Gold Package	\$67,100.00	\$68,777.50	\$70,496.94	\$72,259.36	\$74,065.84	\$75,917.49	\$77,815.43
Hosting Diamond Package-Setup	\$20,000.00	\$20,500.00	\$21,012.50	\$21,537.81	\$22,076.26	\$22,628.16	\$23,193.87
Hosting Gold Package Setup	\$20,000.00	\$20,500.00	\$21,012.50	\$21,537.81	\$22,076.26	\$22,628.16	\$23,193.87

Product Description	Extended Price (4/20/2023 - 4/19/2024)	Extended Price (4/20/2024 - 4/19/2025)	Extended Price (4/20/2025 - 4/19/2026)	Extended Price (4/20/2026 - 4/19/2027)	Extended Price (4/20/2027 - 4/19/2028)	Extended Price (4/20/2028 - 4/19/2029)
Additional Manage Hosting Services						
Hosting Diamond Package	\$228,346.53	\$234,055.20	\$239,906.58	\$245,904.24	\$252,051.85	\$258,353.14
Hosting Gold Package	\$79,760.81	\$81,754.83	\$83,798.71	\$85,893.67	\$88,041.01	\$90,242.04
Hosting Diamond Package-Setup	\$23,773.72	\$24,368.06	\$24,977.26	\$25,601.69	\$26,241.73	\$26,897.78
Hosting Gold Package Setup	\$23,773.72	\$24,368.06	\$24,977.26	\$25,601.69	\$26,241.73	\$26,897.78



USM Purchasing
2609 WEST 4TH STREET
HATTIESBURG MS 39401
United States

Purchase Order

Dispatch via Print

Purchase Order	Date	Revision	Page
1089905	10/17/2016		1
Payment Terms	Freight Terms	Ship Via	
Net 45	FOB:Destin,frt prepd/chrg back	BESTWAY	
Buyer	Requisition #	Requestor	
Turner, Jessica Lynn	0000071326	Dixie Anne Coats	
Ship To:	2609 WEST 4TH STREET HATTIESBURG MS 39401 United States		
Bill To:	118 COLLEGE DRIVE #5104 HATTIESBURG MS 39406-0001 United States		

Tax Exempt?	Y	Tax Exempt ID:	64-740188K	Dept:	iTech Administration	Dept Id:	120029	Proj/Grnt:	IT00105
Line		Quantity	UOM	Item/Description		Unit Price		Extended Amt	

1	1.00	EA	Hosting SSL		450.00	450.00
2	1.00	EA	Materials License Online PKG Fee		2,500.00	2,500.00
3	1.00	EA	Course Delivery (8,001 - 15,000 FTE)		54,159.00	54,159.00
4	1.00	EA	Additional Service Unit for Course Delivery (Additional 7,500 Active Users)		44,900.54	44,900.54
5	1.00	EA	Integration and Customization Maintenance (Section Merge)		8,909.93	8,909.93
6	1.00	EA	Integration and Customization Maintenance (Data Integration)		8,997.47	8,997.47
7	1.00	EA	Hosting Platinum Package NA		190,211.00	190,211.00
8	1.00	EA	CE/Vista Hosting Parallel		0.00	0.00
9	1.00	EA	Mobile Learn		28,355.00	28,355.00
10	1.00	EA	Collaborate Web Conference & Voice Authoring HENA		57,576.00	57,576.00
11	1.00	EA	Collaborate Enterprise IM HENA		26,233.00	26,233.00
12	1.00	EA	Student Services Account Management (2,001 - 3,000 Incidents)		11,252.00	11,252.00
13	1.00	EA	Student Services BB CRM Department (2,001 - 3,000 Incidents)		15,003.00	15,003.00
14	1.00	EA	Student Services ELS Support Incident (2,001 - 3,000 Incidents)		44,508.00	44,508.00

IHL approval as per May 2014 agenda on file.
MS ITS Project# 40758
CP-1 approval #20150016, Contract IT20140068, dated 06/10/14
Executed signed agreement on file.

Year 3 of 5 year contract: 10/1/14-9/30/19

Year 3 Total Cost \$493,054.94

PSA on file

PLEASE SEND INVOICES TO:
ITInvoices@usm.edu
OR
The University of Southern Mississippi - iTech
118 College Drive #5181



USM Purchasing
2609 WEST 4TH STREET
HATTIESBURG MS 39401
United States

Purchase Order

Dispatch via Print

Purchase Order	Date	Revision	Page
1089905	10/17/2016		2
Payment Terms	Freight Terms	Ship Via	
Net 45	FOB:Destin, frt prep'd/chrg back	BESTWAY	
Buyer	Requisition #	Requestor	
Turner, Jessica Lynn	0000071326	Dixie Anne Coats	
Ship To:	2609 WEST 4TH STREET HATTIESBURG MS 39401 United States		
Bill To:	118 COLLEGE DRIVE #5104 HATTIESBURG MS 39406-0001 United States		
Tax Exempt? Y	Tax Exempt ID: 64-740188K	Dept: iTech Administration	Dept Id: 120029 Proj/Grnt: IT00105
Line	Quantity UOM	Item/Description	Unit Price Extended Amt

Vendor: 0000012899
BLACKBOARD INC
650 MASSACHUSETTS AVENUE NW
6TH FLOOR
WASHINGTON DC 20001

Hattiesburg, MS 39406

INVOICES MUST BE APPROVED BY ITECH BEFORE PAYMENT

WALK THRU: CIO ADMIN ASST X4190 TORI OR X4971 DIXIE

WO# 524075

Total: 493,054.94

BY

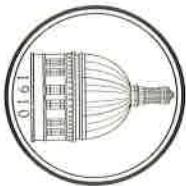
S. Ballou
USM Procurement and Contract Services
Phone (601) 266-4131
Fax (601) 266-5182

Terms and Conditions

CORRESPONDENCE should be addressed to the Procurement department. Email: procurement@usm.edu
ACKNOWLEDGE order upon receipt and give definite shipping date.

This Purchase Order is subject to, incorporates herein, and Seller
agrees to be bound by, the USM Terms and Conditions which may be found at
<https://www.usm.edu/procurement-contract-services/usm-terms-and-conditions>
AA/EOE/ADA

CERTIFIED MAIL™



THE UNIVERSITY OF SOUTHERN MISSISSIPPI

iTEON
Box 5181 - 1B College Dr.
Hattiesburg, MS 39406

7004 1350 0000 6645 7170



RETURN SERVICE REQUESTED

Associate General Counsel Blackboard Inc.
111 19th St., NW
Washington, DC 20036
Attn: Mr. Bill Jones

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> X</p> <p>B. Received by (Printed Name) <input type="text"/></p> <p>C. Date of Delivery <input type="text"/></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="text"/></p> <p>E. Article Addressed to: <u>Assoc. General Counsel Blackboard Inc.</u></p> <p>F. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. <input type="checkbox"/> Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes </p>	
2. Article Number (Transfer from service tab)	7004 1350 0000 6645 7170	3. Article Number (Transfer from service tab)	102595-02-M-1540
PS Form 3811, February 2004		Domestic Return Receipt	

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS PRINTED AT DOTTED LINE

POST OFFICE CHARGE CARD

Reference #	10H10	Fund Code (5 digits)	12000	Department (6 digits)	00000	Program (5 digits)	00000	Project/Grant (7 digits)	0000000
Mail Type	<input checked="" type="checkbox"/> Meter	# of Pieces	1	\$		Meter Amount		Discount	
P. O. USE ONLY									Date
Department Name	iTech								
Box #	5181								Date
Approved by	Paige Strickland/Tom Potter								Phone #
									8/17/16
									60-4190

- TYPE:**
- 1 - Regular (First Class)
 - 2 - Air
 - 3 - Parcel (Fourth Class)
 - 4 - Postage Due
 - 5 - Certified
 - 6 - Special Delivery
 - 7 - Registered
 - 8 - Bulk (Third Class)
 - 9 - Insured
 - 10 - Books
 - 11 - N/M Bulk (Third Class)
 - 13 - Account Research Fee
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1350 0000	Postage \$
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Sent To: 1111 19th St. NW
Street, Apt. No.; Washington DC 20036
or PO Box No.
City, State, ZIP+4 Attn: Mr. Bill Jones

PS Form 3800, June 2002

See Reverse for Instructions



THE UNIVERSITY OF SOUTHERN MISSISSIPPI

Office of the Vice President
for Finance and Administration

118 College Drive #5005
Hattiesburg, MS 39406-0001
Tel: 601.266.5005
Fax: 601.266.6313
www.usm.edu

BY CERTIFIED MAIL: RETURN RECEIPT REQUESTED

August 16, 2016
Attention: Mr. Bill Jones
Associate General Counsel
Blackboard, Inc.
1111 19th Street, NW
Washington, DC 20036

In re: Termination of Mosaic (Mobile Central) software with University of Southern Mississippi

Dear Mr. Jones:

In accordance with the terms of Section 18.3 of the Master License and Application Service Provider Agreement between the Mississippi Department of Information Technology Services and Blackboard, Inc. dated April 20, 2006, and Amendment No. 1 executed by the parties above including the University of Southern Mississippi on June 10, 2014, and in accordance with the notice provision in No. 3 in Amendment #13 between the parties above, the University of Southern Mississippi does hereby give notice of termination of the Mosaic (Mobile Central) software listed on said Amendment #1, said termination to be effective September 30, 2016.

Should you have any questions with regard to this matter, please contact David Sliman, Chief Information Officer, 601-266-4190.

Sincerely,

Douglas H. Vinzant
Vice President for Finance and Administration

CC: David Sliman
Paige Strickland
Cerria Walker (ITS)

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Assoc. General Counsel Blackboard
Inc.
1111 19th St., NW
Washington, DC 20036
Attn: Mr. Bill Jones

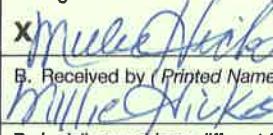
2. Article Number

(Transfer from service lab.)

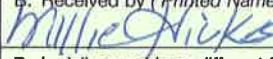
7004 1350 0000 6645 7170

COMPLETE THIS SECTION ON DELIVERY

A. Signature

 Agent
 Addressee

B. Received by (Printed Name)



C. Date of Delivery

D. Is delivery address different from Item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- | | |
|--|---|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail |
| <input type="checkbox"/> Registered | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail | <input type="checkbox"/> C.O.D. |

4. Restricted Delivery? (Extra Fee) Yes

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

Shortell

Reg 2/6/08

VOID IF EXECUTED AFTER: August 11, 2006
Customer: University of Southern Mississippi

Po 1043177

STATEMENT OF WORK NO. 7

This Statement of Work shall evidence the Consulting Services to be provided hereunder pursuant to the terms and conditions of the Professional Services Agreement dated April, 5, 2005 (the "Agreement") between WEBCT, INC. ("WebCT") and UNIVERSITY OF SOUTHERN MISSISSIPPI ("Client"), which terms and conditions are incorporated herein by reference. To the extent that any terms and conditions contained in the Agreement are in conflict with the terms and conditions of this Statement of Work, the terms and conditions of the Agreement shall prevail. All capitalized terms used herein shall have the meanings given to them pursuant to the Agreement unless otherwise set forth herein.

Our Understanding of the Project

Client is currently in the process of implementing WebCT Vista v.4 (the "Target Application") into its present business systems. Client has requested that WebCT provide Client with consultants (each a "Consultant") to perform certain services in connection with such implementation as set forth in the section of this Statement of Work entitled "Scope of Consulting Services" below (the "Project").

Scope of Consulting Services

WebCT will provide Client with approximately one (1) Consultant, on a remote basis, or such other designated facilities as the parties may agree upon in writing (the "Site"), to perform services for the agreed upon eLearning functionality based upon the Target Application as more particularly described below (the "Consulting Services").

Based upon the initial requirements described in this Statement of Work, to perform the tasks described below, WebCT will provide at a minimum, one (1) Technical Services Consultant. Consultants are to perform the Consulting Services as set forth below:

Business Consulting Services	Description
SIS Integration assistance	Estimated at 20 hours to assist in the design and implementation of the SIS integration for CE 6. Activities may include, but are not limited to, sharing of best of practices for integrated environment, review of current SIS feeds and recommendations for modifications, and implementation assistance.
LDAP integration	Estimated at 15 hours to configure CE 6 for LDAP authentication with USM's locally hosted LDAP service. Activities may include, but are not limited to, configuration of LDAP authentication, review and implementation of security components, testing, and implementation.

Effort and Schedule

WebCT will provide coordination of the delivery of the Consulting Services to assist Client's project manager throughout the Project. WebCT may assist Client with additional time and effort for support beyond those tasks identified in the Scope of Consulting Services section above, but those activities and their associated costs are not included in this Statement of Work.

All Consulting Services shall be performed on mutually agreeable dates. WebCT shall have the sole right to assign the technically skilled and experienced consultants for the Consulting Services; however, WebCT shall use all reasonable efforts to accommodate Client's requests for specific Consultants, subject to WebCT staff availability. Upon agreement by Client and WebCT project managers of dates for delivery of Consulting Services, an email confirmation will be provided, and the Consulting Services shall be deemed scheduled.

Project Assumptions

Client realizes that its participation is critical for the success of the Project. The following assumptions are based on information provided by Client to WebCT relating to the Project and Client's current business systems as of the date of this Statement of Work.

The following Project assumptions have been used to develop WebCT's current level of effort and cost:

1. This Statement of Work is based upon WebCT's understanding of the Project. If any scope/level-of-effort changes are discovered, the estimate for the timeline and the resources and fees required to complete the Project will be communicated both verbally and in writing to Client's management. Changes in the scope/level-of-effort shall be agreed to by the parties via amendment to this Statement of Work.
2. Prior to the commencement of the Project, Client will designate and identify to WebCT one (1) executive-level person within its organization ("Executive Sponsor") who has been given the power and authority to make final decisions and resolve internal disputes with regard to the Project and Client's functional/business requirements.
3. The Project is limited to the tasks set forth in the Scope of Consulting Services section of this Statement of Work.
4. Client will provide suitable workspace for the Consultants working at the Client's facility including adequate environmental controls, lighting, telephones and network access including access to the World Wide Web via the internet.
5. Client will make available to the Consultants and provide the Consultants with reasonable access to Client's facilities during Client's ordinary business hours as necessary to perform the Consulting Services.
6. Client will be responsible for managing the Project.

7. Client's Executive Sponsor and business sponsors will make all reasonable efforts to be available during normal business hours throughout the Project.
8. Client's network will be installed and running in accordance with WebCT specifications, such specifications to be provided by WebCT to Client before the start of the Project.
9. Client will be responsible for obtaining all licenses needed for the Consultants to perform the Consulting Services.
10. Development, test, production, and training environments will be created and managed by Client, including wide area networks, local area networks, networks servers, operating systems and relational database management systems.
11. Post-implementation support will be the responsibility of Client.
12. Client will provide required computer server equipment and administrative support for housing the WebCT server and the database server per WebCT specifications. These servers will be accessible over a network provided and administered by Client.
13. Client and WebCT will cooperate in all reasonable respects and agree to work together in good faith as described herein towards completing the deliverables.
14. Unexpected and unknown items such as data integration issues and data quality issues may result in changes to the Project plan and Project timelines.

Staffing & Fees

Consultant	Hourly Rate (US\$)	Estimated Effort (Hours/Days)	Estimated Subtotal (US\$)
Technical Services Consultant	\$200	35 hours	\$7,000
Estimated Consultant Fees for Project: US\$7,000			

All Consulting Services related to this Project, as outlined in this Statement of Work, shall be performed on a time and materials basis for approximately Seven thousand dollars (US\$7,000), plus any travel, meals and lodging expenses. Services are estimated and billed on an hourly basis, based upon an eight (8) hour workday per Consultant, forty (40) hour work week per Consultant. The applicable billing rate for the Consultants shall be at the rates set forth in the table above. All overtime shall be billed at the same hourly rate per Consultant as regular time for such Consultant.

All reasonable travel, meals and lodging expenses shall be billable at cost and all such expenses shall be borne solely by Client. All fees and expenses shall be billed on a monthly basis as they are incurred and such bills shall be due and payable within thirty (30) days following the date of invoice.

All pricing and discounts are valid through December, 2006 for the Consulting Services performed hereunder provided that this Statement of Work is executed on or before August 11, 2006. Except as otherwise stated in this Statement of Work with regard to the Consulting Services performed hereunder, WebCT reserves the right to change the services it offers to its customers generally and the related rates at any time.

The Effective Date of this Statement of Work shall be _____, 2006.

Accepted and Agreed:

UNIVERSITY OF SOUTHERN MISSISSIPPI

By: Charles J. Knight
(Authorized Signature)

Name: Charles J. Knight
Title: Director, Enterprise Software Unit / Tech
Date: 7-17-06

Accepted and Agreed:

WebCT, Inc.

By: _____
(Authorized Signature)
Name: TESS FRAZIER
Title: VICE PRESIDENT
Date: _____



Purchase Order

USM Purchasing
2609 WEST 4TH STREET
HATTIESBURG MS 39401
United States

Vendor:0000031872 FAX : 212/533-6041
HORIZON WIMBA INC
520 8TH AVENUE
SUITE 2300
NEW YORK NY 10018

Purchase Order		Date	Revision	Page
1049832		08/13/2007		1
Payment Terms	Freight Terms			Ship Via
Net 30	FOB:Destin_frt_prepd/chrg back			BESTWAY
Buyer		Requisition #	Requestor	
Ramsey, Heather		0000029628	Roseberry, Tonia Franklin	
Ship To:	2609 WEST 4TH STREET HATTIESBURG MS 39401 United States			
Bill To:	118 COLLEGE DRIVE #5104 HATTIESBURG MS 39406-0001 United States			
Tech Administration	Dept Id: 120029		Proj/Grnt: IT08105	
	Unit Price	Extended Amt		

Exempt? Y Tax Exempt ID: 64-740188K Dept: iTech Administration United States
Name Quantity UOM Item/Description Unit Price Extended Amt
Dept Id: 120029 Proj/Grnt: IT08105

1 1.00 EA Licensing fee for Horizan Wimba Live Classroom and
Voice Tools Renewal - 9/26/07 - 9/28/08 44,748.00 44,748.00

Please send Check with Order.

COPY

Total: 44,1

STATEMENT OF WORK NO. 9

This Statement of Work ("SOW") shall evidence the Consulting Services to be provided hereunder by Blackboard Inc ("Blackboard") pursuant to the terms and conditions of the Professional Services Agreement dated May 16, 2006 (the "PSA") between WEBCT, INC. ("WebCT") and UNIVERSITY OF SOUTHERN MISSISSIPPI ("Customer" or "USM"), which terms and conditions are incorporated herein by reference. To the extent that any terms and conditions contained in the PSA are in conflict with the terms and conditions of this Statement of Work, the terms and conditions of the PSA shall prevail. All capitalized terms used herein shall have the meanings given to them pursuant to the Agreement unless otherwise set forth herein.

Introduction

The University of Southern Mississippi (USM) has an opportunity to increase student retention and graduation rates by improving online student satisfaction. USM and Blackboard have partnered to identify opportunities in this area, recommend solutions for addressing these opportunities, and jointly implement related improvements to business processes and systems. Based on information discussed during our fact-finding visit on January 22 and 23, 2009, we outline our proposed approach below.

Project Objective:

Leverage technology to increase graduation and retention rates

Focus Areas:

- Coast students
- Undergraduate transfer students
- Graduate programs

Top-Level Blackboard Findings

Student satisfaction is the single biggest obstacle to improving graduation rates and retention rates at USM.

A review of industry best practices suggests that there are three key drivers of student satisfaction. These factors are particularly influential to both the "millennial" generation of students, as well as to the non-traditional student population:

- Clear Program of Study: is there a clear and efficient path toward degree or program completion?
- Course Availability: can I schedule my course of study in a way that is efficient and effective for me?
- Quality: does my experience suggest that I am receiving a quality education? Is the investment worth it?

An initial assessment of USM's performance against these student satisfaction drivers suggests opportunity for improvement. This assessment – conducted as a part of the first phase of Blackboard's engagement with USM – is the basis for our recommendations.

Clear Program of Study:

- The path of degree completion for undergraduate transfer students is unclear. As more than 60% of USM students transfer from Mississippi Community Colleges to complete their degree, this represents an opportunity to improve student satisfaction. Blackboard uncovered several examples of this challenge during our initial phase engagement. Specifically:
 - Students are instructed to go to a local community college to complete some education requirements
 - Non-traditional students completing their program of study primarily online often encounter trouble being able to continue, due in part to an unclear degree completion path.
- Online courses are offered in an inconsistent manner. Depending on the department or faculty member, online courses may be developed and offered to students. There does not appear to be an alignment between courses offered online and a path for degree completion or course / program demand. As an example, the Business School was cited as an area of high demand for online courses, yet there is little support for online coursework by the faculty in the school.
- USM has several strong graduate programs which effectively leverage technology to improve learning and expand reach. This is an area of advantage for the University, and indicates a capability and commitment to addressing the student satisfaction issues which are impacting the undergraduate student population. Examples of high quality, high demand graduate programs include:
 - Construction Engineering Technology: a program with national and international market demand
 - Sports Management: recently highlighted in USA Today.

Course Availability:

- Courses are scheduled inconsistently. Inconsistencies uncovered during Blackboard's initial engagement include:
 - Variability of offerings from semester-to-semester
 - Incomplete online programs of study, and lack of course sections to meet demand.

This often leads to USM having to send students to community colleges to supplement course load.

- **Last-minute schedule changes.** While at the Coast Campus, the Blackboard team documented several examples where students were informed last-minute about changes to schedule – moving to another campus location and general unavailability of course sections to continue the course of study were most often mentioned. Blackboard uncovered several examples of this challenge during our initial phase engagement. Specifically:
 - According to student surveys, problems with course schedules and course section availability is the #1 complaint of Gulf Campus students.
 - The USM team shared several anecdotal stories about students who were contacted a few days before term start with significant schedule changes (course taught at a different campus; course cancelled, etc.)
- **Quality:**
 - **Online course quality is inconsistent, due primarily to the organic nature of online course growth at USM.** This is not an uncommon problem in higher education today. However, the inconsistent structure and application of technology tools in online courses does create an inconsistent student experience. This directly impacts student satisfaction and retention. Blackboard understands that USM has developed an online course quality rubric that could be applied in an effort to make the online course structure more consistent and reflective of best practices for online course design.
 - **Inconsistent faculty preparedness for technology use.** While there are a number of options to train faculty on how to develop and teach an online course, there was inconsistent utilization of these service offerings. Blackboard also found that adjunct faculty – particularly at the Coast Campus – were sometimes utilized to teach an online class with little to no direct instruction on how to effectively teach online at USM.

Impact of Current Situation on USM Goals

- **There is an inefficient allocation of scarce resources**
 - Time and money are being spent to develop and teach online courses that may not have a clear "fit" to an online program or course of study.
 - Time and money are being spent on a faculty training approach with low demand. Resources in the Teaching and Learning Center could be refocused to meet the specific needs surrounding online course development and faculty preparedness.
- **USM is missing out on opportunities to grow enrollment and tuition revenue**
 - The lack of a fully online undergraduate degree completion program is a significant inhibitor to increased retention and graduation rates. Especially with the competition in online degree completion programs, USM is missing an opportunity to increase enrollments and tuition revenue.
 - The unavailability or scarcity of some general education and business courses means that students go elsewhere to pick up these credits. Specifically, USM is missing enrollment and revenue opportunities by sending students to community college to pick up these degree requirements.
 - Course offerings and programs of study that cater to the "non-traditional" student are limited. Without flexible solutions for military personnel and students who are fully employed, USM is missing the opportunity to retain those students in a program of study.
- **There is an inconsistent utilization of learning technology by faculty and students**
 - The USM online course quality rubric is inconsistently applied
 - As a result of the inconsistencies in the use of learning technology, the anecdotal feedback – whether good or bad – drives the student and faculty perception of quality. The Blackboard team heard several examples of this issue while at USM.
 - The impression – right or wrong – that online course quality is inconsistent or "bad" is having an impact on the recruitment of USM faculty to teach online. The lack of current "bench strength" at USM is an inhibitor to growth and development of technology in learning.
 - If students are unsure about what to expect with technology utilization in their course of study, it can often lead to confusion and frustration. This – in turn – can have a direct impact on student satisfaction and retention. Again, the Blackboard team heard several anecdotal examples where students had taken multiple online courses a semester where the course structure, course content and faculty expectations were quite different.

How Blackboard Can Help – Overview of Our Approach

The key to implementing a successful strategic project focused on improving the student experience and achieving USM's strategic goals is to develop a long-term approach to plan, develop, deploy, support and grow the initiatives. At Blackboard, we see this as a comprehensive, multi-phase process that leverages our industry experience and our technology expertise to help achieve your objectives.

We refer to this as the Lifecycle Approach; our experience shows that to be effective an institution must focus on the entire life of a project by starting with a comprehensive plan through to sustainable long-term success. Within these larger areas of focus, there will be several phases and distinct workstreams. Different resources and strategic business partners with different skill sets are engaged to either provide or supplement expertise. These resources are an extension of the USM team, and they share the same goals and are committed to project success.

Across the entire lifecycle of the project, Blackboard will provide project management and leadership. The Blackboard project management is a critical component of success as it provides leadership and communication across the entire engagement team as well as transition management among individual projects and activities. The assigned project manager will oversee the established project management office, ensuring that overall objectives and projects are on task while providing a single point of interface with Blackboard for the lifecycle of the project. The project manager will establish governance, risks, risk mitigation strategies, quality assurance standards and procedures. The structure of reporting and status updates will be established with both weekly status meetings as well as bi-monthly management status meetings.

In addition to the Project Manager, Blackboard executives will provide oversight as part of the delivery team to provide quality assurance and executive visibility and engagement. Appropriate executives will attend major status meetings throughout the lifecycle of the project.

Blackboard's proven approach is comprehensive but fluid; there are seamless transitions from one workstream to another and from one phase to another. Additionally there are times when multiple project teams will be engaged at the same time to increase efficiency. The Blackboard project manager manages this process while keeping the project on track and adapting as necessary.

Phase 1 – Assess Capability and Develop Roadmap

One of the key activities to be performed at the onset of the project is readiness planning. Blackboard methodology prescribes that several key areas be determined and documented to lay the proper foundation for project success.

- Assess online course offerings
 - Blackboard will perform a program audit of USM's online and hybrid programs, identifying courses that fit into a program of study.
 - Once the program audit is completed, Blackboard will identify gaps in online program offerings and match them against a list of high-demand online programs that USM could offer as a means to increase retention and graduation rates.
 - Blackboard will recommend online or hybrid courses that need to be developed in order to offer additional high-demand degree programs. The primary focus will remain on undergraduate degree programs that are in high demand.
 - Blackboard will leverage the USM Strategic Enrollment Plan and offer integration points to the initiative as appropriate.
- Assess course scheduling process
 - Blackboard will evaluate the current course scheduling process at the Gulf Coast campus against the goals identified for this project
 - Blackboard will recommend new or revised processes to course scheduling at the Gulf Coast Campus, in an effort to increase student satisfaction rates, retention and graduation rates.
 - Blackboard will leverage the USM Strategic Enrollment Plan and offer integration points to the initiative as appropriate.
- Apply an online course quality rubric against a representative sample of current online courses
 - Blackboard will conduct a course audit on a cross section of online and hybrid courses
 - Blackboard will apply either the USM course quality rubric and/or another industry best practice rubric to assess online course structure and content.
 - Blackboard will not assess instructional quality as a part of this audit.
 - Blackboard will leverage the findings from the course audit to make recommendations for a consistent structure and approach to USM online and hybrid courses.
- Develop a new financial model to support the future development and growth of USM's online programs and learning technology initiatives
 - By leveraging industry best practices, Blackboard will work with USM to develop a new financial model for its online programs
 - The goal will be to develop a financial model which allows online programs to be "self funded" by no later than Spring 2010. It is expected that an initial model will be completed in time for the Summer 2009 term.
 - Tactically, USM and Blackboard will work together to operationalize a student fee funding model by Summer 2009 term.

Phase 2 – Implement Roadmap for Near-Term Benefit

Phase 2 builds on the readiness planning conducted in phase 1 and is the stage during which the project plan is agreed upon. This critical step will require coordination between USM and Blackboard as the success of the project will then lie in the tactical execution of the plan.

- Develop new online courses and programs
 - Blackboard will develop a specific plan for the rapid development of new online courses to support specific opportunities for Fall 2009 / Spring 2010
 - Blackboard will assist USM in the implementation of the course development plan, including but not limited to:
 - Instructional design support
 - Course development resources
 - Digital course content sourcing
- Implement recommendations for course scheduling to impact Fall 2009
 - Blackboard will work with USM to implement near-term changes to the course scheduling process at the Coast Campus
 - Blackboard assistance will include but not be limited to:
 - Sourcing of technology
 - Technology implementation
 - Sourcing of admissions and retention solutions
 - Implementing a structure to recruit and support online adjunct faculty
- Assess faculty training approach and implement recommendations
 - Blackboard will evaluate the current faculty technology support model against the goals identified for this project
 - By leveraging industry best practices for the support and training of online faculty, Blackboard will recommend new or revised processes for USM. The goal will be to increase faculty adoption of technology and consistency of utilization.
- Implement new student online preparedness program
 - Blackboard will evaluate the current USM processes to prepare students for success in online courses and programs.
 - By leveraging industry best practices, Blackboard will recommend new or revised processes to increase student success in online or hybrid courses
 - Blackboard will assist with the implementation of the new program, including but not limited to:
 - Sourcing of technology
 - Technology implementation
 - Development of an online "student preparedness" training program

Phase 3 – Self-Sustaining and Accelerated Growth

Blackboard's ultimate goal with this engagement is to deliver infrastructure, process, and organizational design to allow USM the capability to achieve its goals independently. Self-sustainability is at the core of Blackboard's engagement philosophy.

Although Blackboard has structured the entire SOW to build capability at USM throughout the engagement, Phase 3 is the culmination of that effort. Where appropriate, Blackboard will continue to provide support to USM in the achievement of the program objectives. Specific components of Phase 3 include:

- Continue build-out of online courses
 - Blackboard will recommend internal processes to support ongoing course development and instructional design for its online programs
 - Blackboard will provide supplemental support as needed to help accelerate build-out of high-demand programs
- Knowledge transfer to USM for self-sustainability, as identified and applicable

- Initial phase assessment of progress vs. identified success criteria

Why Blackboard Can Help

As the industry leader in providing educational solutions to a diverse customer base around the globe, Blackboard is uniquely positioned to help University of Southern Mississippi achieve its goal to leverage technology to increase graduation and retention rates.

- Blackboard provides mission-critical online learning services to over 5,000 learning organizations around the globe. This affords us the opportunity to gain a wide perspective on industry trends and expertise to help our Customers achieve their goals.
- Blackboard Consulting has deep, proven experience in helping our Customers to design and develop high quality learning environments.
- Blackboard has a global community of practice and a strong developer community, which provides us access to resources, best practices and enhanced teaching and learning tools.
- Blackboard's Learn platform leverages best in class technology to deliver student success by focusing on engagement, assessment and openness.

Project Resource Requirements

Role	Activities and Responsibilities
Executive Management	Executive oversight and quality assurance
Project Manager/Strategic Consultant	Management of project tasks, schedule resources, documentation and status reporting, strategic analysis and deployment
Senior Consultant	Assessment of courses and course development

Customer Responsibilities

Blackboard Consultant's service model assumes active participation from the customer team. The customer is responsible for staffing resources on the project that have the necessary functional and technical knowledge to successfully execute required tasks. Participation of USM personnel will include:

- Gathering and provision to Blackboard of relevant documentation and similar materials;
- Participation in workshops, interviews, and follow-up meetings;
- Review and co-editing of project deliverables.

Professional Fees and Expenses

Blackboard will be compensated for this work on a time-and-materials basis. We provide in the next section an estimate of our fee for Phase I, as described above. Blackboard Consulting rates reflect the role and requisite experience level of the assigned individuals.

Blackboard will invoice USM for the actual travel-related costs incurred. We will make a reasonable effort to minimize travel costs without compromising project objectives.

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

Consulting Service Estimates

Below is an estimate of activities by service, by role, for Phase I. Actual costs and subsequent invoicing will reflect actual hours, rates and expenses as incurred on the project by the specific assigned resources at their respective billing rates.

CONSULTING SERVICES	Estimated Hours	Rate	Estimated Total
Phase 1			
Strategic Services (AS-CCUSTDEV)	627	\$149,595	
Director	2	\$310	\$620
Project Manager	278	\$280	\$77,840
Sr. Consultant	347	\$280	\$71,135
Total Estimate			\$157,600

Estimated Travel Costs	Estimated fees
Travel Costs	\$25,200
Total Estimate	\$25,200

Phase II

Blackboard estimates that Phase II as described above will require fees and expenses in the range of \$150,000-\$250,000. The final scope of Phase II will be finalized in collaboration with USM during the course of Phase I; Blackboard will provide a more precise estimate based upon this mutually agreed scope.

Payment Terms for Phase I

In consideration of our partnership with the University of Southern Mississippi, Blackboard proposes special payment terms for Phase I. Blackboard will invoice USM \$65,000 upon execution of a contract for this work. For the remainder of Phase I, our fee and expenses will accrue as incurred until June 30, 2009. The accrued balance will be due and payable on July 7, 2009. Blackboard anticipates completion of Phase I before June 30, however, if work

is not complete by this date, fees incurred after June 30, 2008 will be billed monthly, per our standard payment terms. USM agrees that all fees and expenses incurred and billed will be paid as outlined here. USM specifically waives any right to termination of Phase I for non-appropriation of funds. Cancellation Penalty

Blackboard understands that USM is committed to this effort and plans to contract Blackboard's services for Phases I, II, and III. In consideration of the special payment terms offered for Phase I, USM agrees to pay Blackboard the sum of \$20,000 in the event it is unable to move forward with Phase II within 90 days of Blackboard's delivery of the Final Report for Phase I.

Project Timeline

We attach a draft project plan and timeline for the project. We note that this time is an initial estimate only. The project schedule will be finalized with the customer's project lead upon project initiation.

Change Control

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

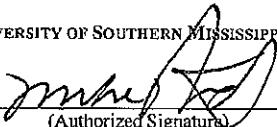
Assumptions

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

- Proposed pricing is valid for 90 days from the executed Statement of Work date for work not initiated;
- This agreement covers only the activities as described;
- Customer will provide Blackboard with access to the appropriate physical and technical environments to successfully complete the effort outlined in this document;
- Customer will complete a review of all submitted draft working products, or set of working products, in five business days unless otherwise agreed to in writing;
- The Customer shall assign a representative to be the primary point of contact for the Blackboard Project Manager. This representative shall have full authority to make all decisions regarding project scope, overall timeline, and related projects costs, as well as ensuring the necessary customer project personnel, resources, etc. are available to successfully complete the project(s);
- Quality involvement and working products from the Customer are critical to the project's success. To that end, the Customer's representative shall be responsible for coordinating all meetings that involve Customer and third-party contractor staff members, working products, and information requests in a timely fashion;
- Working Products are artifacts, used by Blackboard, that demonstrate progress toward a deliverable; however, they are not themselves deliverables;
- All Consulting Services related to this Project, as outlined in this document, shall be performed on a time and materials basis;
- Services are estimated and billed based upon an eight (8) hour workday per Consultant, forty (40) hour work week per Consultant. The applicable billing rate for the Consultants shall be at the rates set forth in the table above;
- All reasonable travel, meals and lodging expenses shall be billable at cost and all such expenses shall be borne solely by Customer;
- Except as specifically noted above, fees and expenses shall be billed on a monthly basis and such bills shall be due and payable Net 30;
- The customer will bring current all outstanding invoices from previous agreements greater than thirty (30) days, prior to beginning work under this document;
- The estimates above were developed based on the estimated project duration. In the event the project exceeds the duration and crosses a new fiscal year, rate may be adjusted accordingly based on the effort expended in the new fiscal year;
- Except as otherwise stated in this Agreement with regard to the Consulting Services performed hereunder, Blackboard reserves the right to change the services it offers to its customers generally and related rates at any time; and
- If applicable, the terms and conditions in the associated Blackboard software and ASP agreements take precedence over the terms and conditions of this document.

Accepted and Agreed:

UNIVERSITY OF SOUTHERN MISSISSIPPI

By: 
(Authorized Signature)

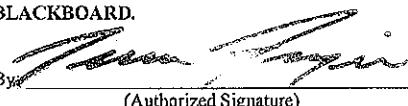
Name: Mike Herndon

Title: Director of Procurement

Date: 3/2/09

Accepted and Agreed:

BLACKBOARD.

By: 
(Authorized Signature)

Name: TESS FRAZIER

Title: VICE PRESIDENT

Date: 3/2/09

VOID IF EXECUTED AFTER: June 30, 2009
 Customer: University of Southern Mississippi

STATEMENT OF WORK

This Statement of Work ("SOW") shall evidence the Consulting Services to be provided hereunder by Blackboard Inc ("Blackboard") pursuant to the terms and conditions of the Professional Services Agreement dated May 16, 2006 (the "PSA") between WebCT, INC. ("WebCT") and UNIVERSITY OF SOUTHERN MISSISSIPPI ("Customer" or "USM"), which terms and conditions are incorporated herein by reference. To the extent that any terms and conditions contained in the PSA are in conflict with the terms and conditions of this Statement of Work, the terms and conditions of the PSA shall prevail. All capitalized terms used herein shall have the meanings given to them pursuant to the Agreement unless otherwise set forth herein.

Engagement Summary

The University of Southern Mississippi (Southern Miss) has an opportunity to increase student retention and graduation rates by offering more fully online degree programs and improving online student satisfaction. Southern Miss and Blackboard have partnered to identify opportunities in this area, recommend solutions for addressing those opportunities, and jointly implement related improvements to business processes and course delivery methods and systems. Southern Miss contracted with Blackboard Global Services to perform planning and assessment services (Phase I) to determine the feasibility of implementing industry effective practices for online learning at Southern Miss, and to develop a model that would support the University in reaching these goals.

Phase I focused on identifying an initial program for fall 2009 release that would serve as a foundational example of what could be accomplished by taking a more systematic approach to online learning. The Teacher Assistant program was selected from a number of candidate programs for fall 2009 implementation based upon selection criteria established by the project leadership team. We then conducted a detailed review of the program, courses, and supporting infrastructure. The review included an evaluation of course design relative to industry accepted design rubrics, an assessment of marketing capabilities for online learning, a review of scheduling business processes that support online learning, and an initial financial model to demonstrate self sustainability of online learning at Southern Miss.

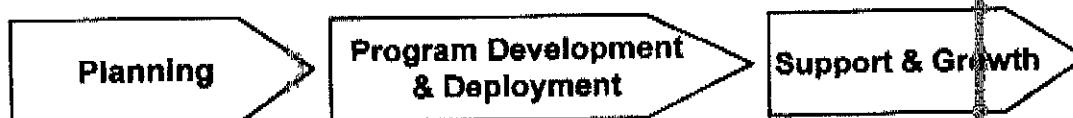
The project team provided recommendations both for the Teacher Assistant program and for online programs in the University more generally. Analysis was conducted and recommendations were provided in the following areas:

1. Program development
2. Course development
3. Course Scheduling
4. Training/support
5. Marketing
6. Financial measurement and sustainment

Based on discussions with Southern Miss project leadership, and the validation of the project Steering Committee at a meeting on May 19, Blackboard proposes to deliver the following consulting services to support Phase II of the project.

Approach

Blackboard will continue to leverage our Lifecycle project framework for Phase II. Phase II activities will consist of **Program Development and Deployment** activities for the Teacher Assistant Program and **Planning, Development and Deployment** activities for the spring 2010 programs.



Blackboard will continue to provide project management and leadership. Project management is a critical component of success as it provides leadership and communication across the project team, and coordination between activities and sub-teams. The assigned project manager will continue to oversee the established project management office, align work processes and schedules to meet project objectives, and provide the principle point of interface with Blackboard for the lifecycle of the engagement. For Phase II the project manager will work with Southern Miss to establish project governance, identify risks and develop mitigation strategies, and establish quality assurance standards and procedures. The structure of reporting and status updates will be established with both weekly status meetings as well as bi-monthly management status meetings.

In addition to the Project Manager, Blackboard executives will continue to provide oversight as part of the delivery team to provide quality assurance and executive visibility and engagement. Appropriate executives will attend major status meetings throughout the lifecycle of the project.

Blackboard's proven approach is fluid - there will be smooth transitions from one work stream to another and from one phase to another. At times, multiple sub-teams will be engaged at the same time to increase efficiency and achieve project milestones. The Blackboard project manager will coordinate these efforts and will take corrective action as necessary to keep the project on-track.

Phase II Overview

Phase II

Phase II builds on the planning and assessment activities conducted in Phase I. A key deliverable for Phase II will be the development of a detailed work plan to guide the project activities through the January 2010 deployment of the spring 2010 programs.

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The major components of Phase II are the following:

1. **Implementation of the Teacher Assistant Program for Fall 2009** - Development and deployment of the TA program for fall release.
2. **Planning and Assessment for Spring 2010 Programs** - Review of 10-12 candidate programs to select 2-3 programs for development and deployment for spring 2010 release. Development of implementation plan.
3. **Implementation of 2-3 Spring 2010 Programs** - Development and deployment of the selected programs for January 2010.

In this proposal we detail the scope of work for the first of these components, implementation of the Teacher Assistant program for fall 2009.

Scope of Services

The following sections delineate the specific tasks and work products proposed:

Implementation of Teacher Assistant Program for Fall 2009

Course Development

- Build a Teacher Assistant Program course template to provide a consistent student experience throughout the program
- Transition current TA courses into the new template format, incorporating the recommended enhancements and design features
- Coordinate with several University departments involved with scheduling to develop an accurate, efficient, and student user-friendly process for the Teacher Assistant program
- Work with departmental, marketing, and web design staff to add needed program information to the Teacher Assistant Program website

Faculty Training and Support

- Deliver product training to existing Teacher Assistant Program faculty, focusing on specific tools incorporated into the new course template
- Deliver course facilitation training to enable instructors to teach online more efficiently
- Deliver exemplary course design training to Math 309 and Math 310 course developers
- Assist the Learning Enhancement Center (LEC) to develop needed "just-in-time" resources for online faculty and students

Marketing and Branding

- Use a selected Teacher Assistant program profile (as indicated in the Phase I report) to create actionable communication tracks for online e-marketing campaigns and other supporting activities
- Finalize the strategic communication plan, including:
 - Prepare concept ideation and suggested tactics for the Teacher Assistant program campaign
 - Establish visual language, tone and manner for campaign

Change Management

Change Management Framework

Change Management is a structured approach to assessing how an organization will be impacted by change, understanding its capacity to adjust, and employing techniques to maximize acceptance and advocacy. Incorporating the right change management activities early can significantly impact the outcome of a new initiative. Active sponsorship, strategic and targeted communication, ongoing engagement and skill-building are just a few of the important components that enable organizations to adapt and excel in a transformed environment. Our Change Management framework addresses these components.

We will leverage outcomes from Phase I to complete a Change Assessment. In doing so, we characterize the manner and degree to which Southern Miss stakeholders are impacted, the readiness of the various stakeholder groups to adopt the new program, and effective communication delivery vehicles and messaging requirements by audience type. Some of the tools that may be utilized include pre-developed surveys, interview protocols, and facilitated sessions. We will engage Southern Miss in validating key assumptions and findings.

The Change Assessment informs sponsorship and communication planning. The sponsorship plan will help Southern Miss establish and demonstrate strong sponsorship for the initiative while the communication plan provides a roadmap to deliver positive communications about the new venture to the Southern Miss community.

Activities associated with Change Management include the following:

1. Assess impacts to Southern Miss stakeholders and their readiness to adopt the new program
2. Identify potential roadblocks that will be encountered
3. Create a communication plan
4. Engage champions and develop a "playbook" (reference document) that can be used to reinforce the benefits of the new program to the Southern Miss community

Blackboard will deliver the following work products for the Change Management work stream:

- **Impact Analysis** - Identifies those affected within the Southern Miss community, and the nature and degree of impacts.
- **Sponsorship Plan** - Describes the activities and timing of events that champions will carry out to actively sponsor the initiative.
- **Communication Plan** - Provides a roadmap for engaging, informing and educating stakeholders in the Southern Miss community. Includes information about each message, including objectives, delivery vehicle, author, reviewers, frequency, delivery date, and status.

VOID IF EXECUTED AFTER: June 30, 2009
 Customer: University of Southern Mississippi

Project Management

Blackboard's Project Management work stream will provide planning, management, and leadership to deliver the project on-time, within-budget, and consistent with the project objectives. Blackboard will assign a Project Manager to this engagement. In addition to the Project Manager, project oversight will be provided by Blackboard executives as part of the delivery team to provide quality assurance and executive visibility and engagement. A Blackboard executive will attend major status meetings throughout the life of the project.

Blackboard's Project Management team will be responsible for:

- Working closely with the Southern Miss Steering Committee to establish and document project objectives and work plans
- Aligning work activity with established project objectives to facilitate delivery of appropriate work to support those objectives
- Assigning and managing Blackboard and subcontract personnel
- Providing a single point of coordination and communication with Blackboard and its subcontractors for the project
- Monitoring of project status and budget for Blackboard services, and related status reporting

Blackboard anticipates the continuing active participation of project management and executive management at Southern Miss. In Phase I we established an effective partnership wherein Blackboard and Southern Miss collaborate on project management tasks, including:

- Project communications within the University
- Scope and schedule management
- Risk management and mitigation
- Management of project issues
- Scheduling of meetings, distribution of minutes

Blackboard will deliver the following work products for the Project Management work stream:

- Detailed project plan and timeline with major milestones
- Weekly status report
- Kick-off meeting presentation
- Periodic and ad-hoc presentations for the Steering Committee and other groups

Project Resource Requirements

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

Consulting Role	Activities and Responsibilities
Director	Executive oversight and quality management
Project Manager	Management of project tasks, schedule, resources, documentation and status reporting
Change Management Lead	Responsible for Change Management work stream
Marketing and Branding Lead	Responsible for Marketing and Branding work stream
Faculty Training Lead	Trainer for courses to be delivered to select program faculty
Course Design Lead	Will work with Southern Miss to establish a template and will redevelop courses using the template
Additional Specialists	Additional subject matter specialists may be utilized during the project to assist core team members when specialized knowledge or additional help is needed

Customer Responsibilities

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

In particular for this engagement, Blackboard will require a high level of participation from Southern Miss leadership and project staff with direct responsibility for oversight of the project. It is assumed that the current Steering Committee will be maintained and that a dedicated Project Manager will be assigned for the duration of the project.

Blackboard's proposed services in support of Marketing and Branding do not include creation of media-ready content or the purchase of advertising. It is expected that Southern Miss will retain an advertising management company for this service. Blackboard will help coordinate the communications and activities with third-party firms, however.

Professional Fees, Expenses and Terms

This fee estimate is provided on a time and materials basis. Actual fees will be billed as incurred at individual billing rates. The costs reflected in this proposal represent the best estimation of specific resources and their actual bill rates.

Blackboard Consulting will invoice the customer for the actual travel related costs incurred as part of this engagement. Blackboard Consulting will make reasonable efforts to manage travel costs to the customer without compromising project objectives.

VOID IF EXECUTED AFTER: June 30, 2009
 Customer: University of Southern Mississippi

Consulting Service Costs

Below is an estimate of effort and fees for the scope of work defined above.

Consulting Services Phase II	Hours	Fees
Teachers Assistant Implementation	960	\$222,560
Process/Org Improvement	172	\$41,360
Course Design	202	\$42,320
Marketing/Recruiting	158	\$37,800
Faculty Development	84	\$17,680
Financial Model	0	0
Change Management	130	\$31,200
Project Management	214	\$52,160
Total Hours and Fees	960	\$222,560
Expense Estimate Phase II		\$23,952
Total Fees and Expense Estimate for Phase II		\$246,512

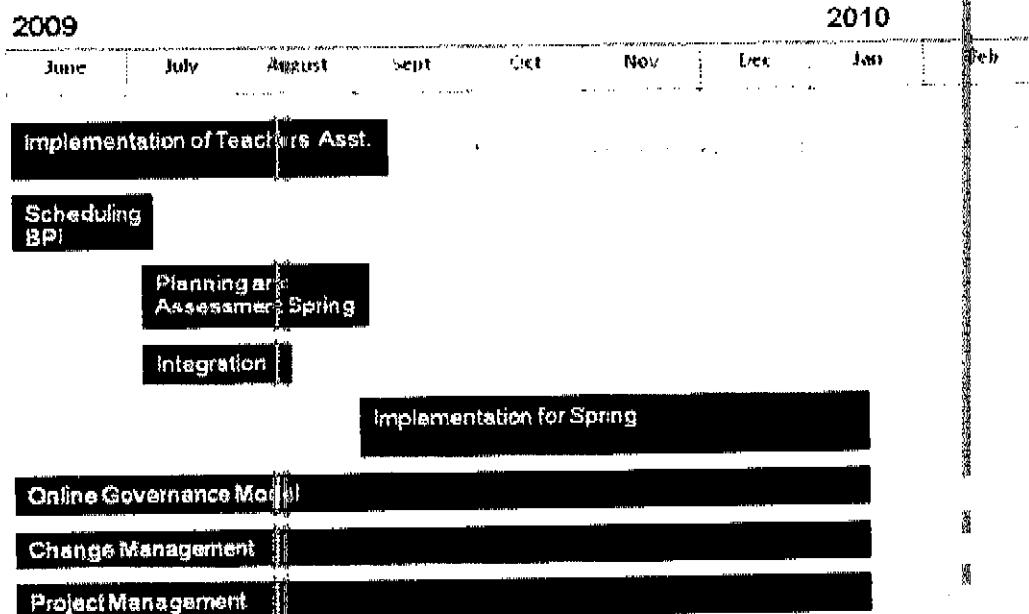
Billing Rates

Following are the billing rates for the assigned project roles. These rates reflect a significant discount on Blackboard's standard rates in light of our partnership with Southern Miss:

Designation	Rate
Director	\$280
Manager	\$240
Consultant	\$210
Analyst	\$110

Project Timeline

We include a draft timeline for the project. A detail project schedule will be developed, in concert with Southern Miss, upon project initiation.



VOID IF EXECUTED AFTER: June 30, 2009
 Customer: University of Southern Mississippi

Change Control

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

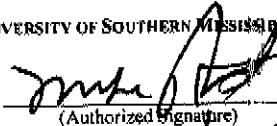
Assumptions

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

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- This agreement covers only the activities as described;
- Customer will provide Blackboard with access to the appropriate physical and technical environments to successfully complete the effort outlined in this document;
- Customer will complete a review of all submitted draft working products, or set of working products, in five business days unless otherwise agreed to in writing;
- The Customer shall assign a representative to be the primary point of contact for the Blackboard Project Manager. This representative shall have full authority to make all decisions regarding project scope, overall timeline, and related projects costs, as well as ensuring the necessary customer project personnel, resources, etc., are available to successfully complete the project(s);
- Quality involvement and working products from the Customer are critical to the project's success. To that end, the Customer's representative shall be responsible for coordinating all meetings that involve Customer and third-party contractor staff members, working products, and information requests in a timely fashion;
- All Consulting Services related to this Project, as outlined in this document, shall be performed on a time and materials basis;
- Services are estimated and billed based upon an eight (8) hour workday per Consultant, forty (40) hour work week per Consultant. The applicable billing rate for the Consultants shall be at the rates set forth in the table above;
- All reasonable travel, meals and lodging expenses shall be billable at cost and all such expenses shall be borne solely by Customer (Blackboard acknowledges Southern Miss' per diem rates for meals);
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- The estimates above were developed based on the estimated project duration. In the event the project exceeds the duration and crosses a new fiscal year, rate may be adjusted accordingly based on the effort expended in the new fiscal year;
- Except as otherwise stated in this Agreement with regard to the Consulting Services performed hereunder, Blackboard reserves the right to change the services it offers to its customers generally and related rates at any time; and
- If applicable, the terms and conditions in the associated Blackboard software and ASP agreements take precedence over the terms and conditions of this document.

Accepted and Agreed:

UNIVERSITY OF SOUTHERN MISSISSIPPI

By: 
 (Authorized Signature)

Name: Mike Herndon

Title: Dir. of Procurement

Date: 6/19/09

Accepted and Agreed:

BLACKBOARD

By: 
 (Authorized Signature)

Name: TESS FRAZIER

Title: VICE PRESIDENT

Date: 6/19/09

*Karen Mays
 Chief Financial Officer
 6/19/09*

Customer: University of Southern Mississippi

STATEMENT OF WORK

This Statement of Work ("SOW") shall evidence the Consulting Services to be provided hereunder by Blackboard Inc ("Blackboard") pursuant to the terms and conditions of the Professional Services Agreement dated May 16, 2006 (the "PSA") between WebCT, INC. ("WebCT") and UNIVERSITY OF SOUTHERN MISSISSIPPI ("Customer" or "USM"), which terms and conditions are incorporated herein by reference. To the extent that any terms and conditions contained in the PSA are inconsistent with the terms and conditions of this Statement of Work, the terms and conditions of the PSA shall prevail. All capitalized terms used herein shall have the meanings given to them pursuant to the Agreement unless otherwise set forth herein.

Introduction and Context

Blackboard is currently performing services for the University of Southern Mississippi ("the University", "USM") related to the development of distance education programs ("the online initiative", "the initiative").

Scope

- Blackboard will begin assessment work for the spring 2010 programs:
- BCT - Bachelor of Construction Engineering Technology
 - SCE - MS in Sport Coaching Education

Initial work will be performed on the Program Review, Marketing, Course Design, Process Improvement, and Change Management work streams. Blackboard will continue to provide regular progress reports during the period of this SOW.

Customer Responsibilities

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

Professional Fees, Expenses and Terms

Fees will be billed as incurred at individual billing rates.

Blackboard Consulting will invoice the customer for the actual travel related costs incurred as part of this engagement. Blackboard Consulting will make reasonable efforts to manage travel costs to the customer without compromising project objectives.

Consulting Service Costs

This Statement of Work provides funding for work on the online initiative as indicated below.

Consulting Services (AS-PLANS-FRA1)	Hours	Fee
Planning and Assessment	728	\$174,824
Hours and Fees	728	\$174,824
Expense Estimate		\$18,546
Total SOW		\$193,370

Billing Rates

Following are the billing rates for the assigned project roles. These rates reflect a significant discount on Blackboard's standard rates in light of our partnership with USM:

Role	Rate
Director	\$280
Manager	\$240
Consultant	\$210
Analyst	\$110

Change Control

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

Customer: University of Southern Mississippi

Assumptions

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

- This agreement covers only the activities as described;
- Customer will provide Blackboard with access to the appropriate physical and technical environments to successfully complete the effort outlined in this document;
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- If applicable, the terms and conditions in the associated Blackboard software and ASP agreements take precedence over the terms and conditions of this document.

Accepted and Agreed:

UNIVERSITY OF SOUTHERN MISSISSIPPI

By: Mike Hendon
(Authorized Signature)Name: Mike Hendon
Title: Dir. of Procurement & Contracts
Date: 9/10/09

Accepted and Agreed:

BLACKBOARD.

By: Tess Frazier
(Authorized Signature)Name: TESS FRAZIER
Title: VICE PRESIDENT
Date: 9/10/09



USM Purchasing
2609 WEST 4TH STREET
HATTIESBURG MS 39401
United States

Purchase Order

Dispatch via Print

Purchase Order	Date	Revision	Page
1044387	10/20/2006		1
Payment Terms	Freight Terms	Ship Via	
Net 30	FOB:Destin, frt_prepd/chrg back	See Detail	
Buyer	Requisition #	Requestor	
Ramsey, Heather	0000023790	Reidenbach, Karen Q.	

Ship To: 2609 WEST 4TH STREET
HATTIESBURG MS 39401
United States

Bill To: 118 COLLEGE DRIVE #5104
HATTIESBURG MS 39406-0001
United States

Tax Exempt?	Y	Tax Exempt ID:	64-740188K	Dept:	iTech Administration	Dept Id:	120029	Proj/Grnt:	IT07112
Line		Quantity	UOM	Item/Description		Unit Price		Extended Amt	

1 1.00 EA Licensing fee for Wimba Live for period of 09/26/06 through 09/26/07. 44,748.00 44,748.00

Please send check with order.

Invoice #3219

Total:

44,748.00



USM Purchasing
 2609 WEST 4TH STREET
 HATTIESBURG MS 39401
 United States

Purchase Order

Vendor:0000035409 **FAX :** 646/861-5200
 WIMBA INC
 10 EAST 40TH STREET
 11TH FLOOR
 NEW YORK NY 10016

Purchase Order		Date	Revision	Page
1057481		09/04/2008		1
Payment Terms		Freight Terms		Ship Via
Net 30		FOB:Destin,frt_prepd/chrg back		BESTWAY
Buyer		Requisition #	Requestor	
<u>Cassell, Heather</u>		0000037831		

Ship To: 2609 WEST 4TH STREET
 HATTIESBURG MS 39401
 United States

Bill To: 118 COLLEGE DRIVE #5104
 HATTIESBURG MS 39406-0001
 United States

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Line	Quantity	UOM	Item/Description	Unit Price

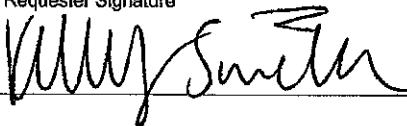
1	1.00	EA	Wimba Classroom and Wimba Voice License Agreement renewal (8,000 -14, 999) for a period of 9/29/08 - 9/28/09	44,748.00	44,748.00
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Total:	44,748.00
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Unauthorized

Requisition

Ship To: 2609 WEST 4TH STREET
HATTIESBURG MS 39401

Business Unit:	USMPO	Page
Req ID:	Date	1
0000044446	09/10/2009	Currency
Requester	USD	
Smith, Kelly		
Requester Signature		

Line-Schd	Item	Description	Mfg ID	Quantity	UOM	Price	Extended Amt	Due Date
1-1		Wimba Classroom and Wimba Voice License Agreement renewal (8,000 -14, 999) for a period of 9/29/09 - 9/28/10		1.0000	EA	44,748.00	44,748.00	

Vendor: 0000035409 WIMBA INC

Line Total: 44,748.00

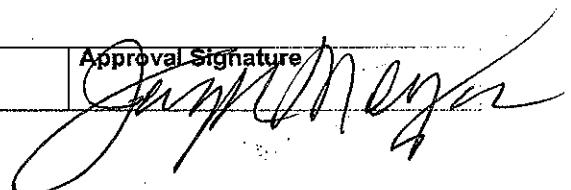
Total Requisition Amount: 44,748.00

14h40 100007 06000 DE000952

Approval Signature

Approval Signature

Approval Signature



Sole Source Certification Request

Project Title: Wimba Renewal			
Customer Contact Information			
Agency/Institution:iTech Address:118 College Dr. #10001 Hattiesburg, MS 39406		Contact Person:Homer Coffman Phone:601.266.4190 Fax:601.266.4104 Email Address:	
SAAS Codes (only required from state agencies) Provider Code: Agency Code:		Division/Dept: Handmail: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Summary			
Narrative Description of Project: This is to renew our licenses with Horizan Wimba. The application runs inside of Blackboard application that the professors use to teach on-line classes. This is the only company that can offer this license.			
ITS Acquisition Approval (CP-1) should be effective through this date: (Please allow time for all vendor invoices to be paid)			
Cost Estimates <i>Fiscal Year</i>	<i>Initial Costs</i>	<i>Ongoing Costs</i>	Time Constraints
			Item Needed by: Sept. 28, 2009 Funds Expire: June 30, 2010
FY10		44748.00	
Total		44748.00	
Discuss Funding (e.g. how much of needed funding is definite; total project budget; any matching or other non state funds): The renewal will be funded by general funds that have been allocated in the online teaching budget.			
Anticipated Lifecycle of Products/System (i.e. estimate years effective use): 9/29/09 through 9/28/10			
Acquisition Details			
Items Requested:			
Name	Quantity	Description	Building Location(s)
Wimba	8000 to 14999	License	
Describe any projected utilization or connectivity to the State's infrastructure (voice/data/video networks; State Data Center; eGovernment portal, payment engine, hosting, co-location; security; VPN, firewalls): na			
Progress to Date: What has been done related to this project, including any communication with ITS staff (data/voice/procurement/other)? Sole source letter received from the vendor			
Sole Source Certification		Note: Certification must be renewed for revisions to previous Sole Source Approvals.	
Specific business requirements to be met by the requested products or services: Renewing existing license			
Other products/vendors research or evaluated:na			
Unique features (i.e. special functionality) of the requested product(s) or vendor: Renewal of existing license			
Vendor's Certification of Sole Source attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Vendor's proposal attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SAAS Vendor Code(s) Vendor must be in SAAS before a CP-1 can be issued.			
Place Order To		Remit To	
Vendor Name:		Vendor Name:	
Vendor Address:		Vendor Address:	

By my signature, I certify that, to the best of my professional knowledge: (1) the requested product or services perform a significant function or provide a service for which no other product or source of services exists; (2) my agency/institution has a business need for these unique functions of services; and (3) there are no other parties who could provide the product or services. In addition, I acknowledge that there is a charge for ITS procurement services associated with this request which will be billed to the requestor by ITS and that my agency/institution is responsible for these charges/costs.

Homer Coffman /CIO

Name (Agency Head or Institution CIO)/ Title

Signature

Date



THE UNIVERSITY OF SOUTHERN MISSISSIPPI

iTech

118 College Drive #10001
Hattiesburg, MS 39406-0001
Tel: 601.266.4190
Fax: 601.266.4104
www.usm.edu/itech

September 17, 2009

Addendum to the ASP License Agreement between The University of Southern Mississippi and Wimba, Inc.

Subject to the Mississippi statutes and the Constitution of the State of Mississippi, The University of Southern Mississippi does not agree to the following:

1. to defend, indemnify or hold harmless another party. (MS AG Ops., Long, February 27, 2009)
 - Section 11(b) of the ASP License Agreement
2. to waive or limit any other party's liabilities or warranties, express or implied. (MS AG Ops., Long, February 27, 2009).
 - Section 8(b) of the ASP License Agreement.
3. to any limitation or waiver of damages or types of damages owed or which may be owed by another party to a state agency. (MS AG Ops., Chamberlin, October 18, 2002)
 - Section 10 of the ASP License Agreement
4. to submit to binding arbitration in the case of a dispute between the state agency and another party. (MS AG Ops., Chamberlin, October 18, 2002)
 - Section 13 of the ASP License Agreement
5. to fix venue or jurisdiction of any action in any other state or jurisdiction except Mississippi. (MS AG Ops., Meadows, August 18, 2008)
 - Section 13 of the ASP License Agreement
6. to be bound by the laws of any other state than the State of Mississippi. (MS AG Ops., Nowak; November 18, 2005)
 - Section 13 of the ASP License Agreement

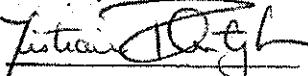
7. to a time of payment or the payment of interest, penalties or attorney's fees to another party other than as provided for in the Mississippi Timely Payment Law, Section 31-7-301 et seq., Miss. Code of 1972.

- Section 9 of the ASP License Agreement

By executing this Addendum, you acknowledge that you have read and understand each provision and that you agree to be bound by the provisions in this Addendum.

Signed:

For: Wimba, Inc.

By: 

Title: Vice President, Sales

Date: 9.24.09

Signed:

For: University of Southern Mississippi

By: 

Title: Dir. of Procurement

Date: 9/23/09



ASP License Agreement

REDISTRIBUTION NOT PERMITTED

Schedule 1

TO ASP LICENSE AGREEMENT

Licensee	University of Southern Mississippi
Address	P.O. BOX 5027 Hattiesburg, MS 39406 United States
Licensee Contact Name	Amy Thornton
Licensee Telephone	(601) 266-6197
Licensee E-mail	amy.thornton@usm.edu
Wimba Contact Name	Imran Ali
Wimba Telephone	(972) 369-7297
Wimba E-mail	iali@wimba.com

Product and Service Details

Product Name	Product Description
Wimba Classroom (8,000 - 14,999)	Wimba Classroom enables learning by combining state-of-the-art interactive technologies such as voice, video, application sharing, polling, and whiteboarding, with traditional best practices of instruction.
Wimba Classroom (8,000 - 14,999) ASP	Leave the hosting to the experts. Wimba's professional ASP team delivers your Wimba Classroom, Wimba Voice and Wimba Pronto to your clients, from our managed datacenters. We offer fully redundant hosting facilities, complete backup solutions, and manage the entire application, from hardware and networking, through security, backup, and application maintenance.
Wimba Voice (8,000 - 14,999)	Give your online classes a voice! Increase the interaction and student engagement level of any online class by allowing faculty and students to easily embed vocal interactions into their online courses.
Wimba Voice (8,000 - 14,999) ASP	Leave the hosting to the experts. Wimba's professional ASP team delivers your Wimba Classroom, Wimba Voice and Wimba Pronto to your clients, from our managed datacenters. We offer fully redundant hosting facilities, complete backup solutions, and manage the entire application, from hardware and networking, through security, backup, and application maintenance.

Software Version	WC 6.0, WV 6.0 or current
License period	September 29, 2009 – September 28, 2010
Number of Seats	Unlimited for FTE of (8,000 – 14,999)
License Fee	USD 44,748.00
Professional Services *****	
Standard Support Package	Included
Support Hours	24x7 phone and email support for Faculty and Students
Support Email	technicalsupport@wimba.com
Support Contact Number	866.350.4978 (US & Canada)
Total Cost	USD 44,748.00
Payment Terms	100% due upon execution of agreement.
Schedule 1 Expiration Date	Quote valid for 30 Days from 8/28/2009



ASP License Agreement

By executing this Term Sheet, which is Schedule 1 to an ASP License Agreement, you acknowledge that you have read and understood the provisions of such License Agreement and that you are bound by the provisions of the License Agreement. In consideration of the mutual benefits set forth above and the covenants and agreements set forth in the License Agreement, the parties hereto have signed this Term Sheet and License Agreement this 24 day of September, 2009.

Signed:

For: Wimba, Inc.

By: Lorraine MurphyTitle: VICE PRESIDENT, SALES

REDISTRIBUTION NOT PERMITTED

Signed:

For: University of Southern Mississippi

By: Mark SodTitle: D.R. of Procurement

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

X





August 28, 2009

Amy Thornton
Instructional Technologist
P.O. BOX 5027
Hattiesburg, MS 39406
United States

Dear Ms. Amy Thornton:

This letter verifies that Wimba, Inc is the single feasible source for the licensing or purchase, delivery, installation as well as maintenance of the Wimba Collaboration Suite (WCS).

Wimba is the only manufacturer that has all the required personnel, equipment and schematics necessary to produce the WCS. The specifications necessary to manufacture the WCS are completely proprietary to Wimba, which is the original manufacturer of the WCS. Wimba has no domestic distributors of the WCS.

The Wimba Collaboration Suite has several components that are unique solutions in the marketplace with features and functionality that no other manufacturer has developed. The Wimba Collaboration Suite includes: Wimba Voice, Wimba Classroom, Wimba Pronto, and Wimba Create.

Wimba Voice has several unique features:

- Six a-synchronous and synchronous voice applications that are 100% browser-based with no plug-ins required, including
 - Voice Recorder
 - Voice Board
 - Voice Presentation
 - Voice Email
 - Voice Direct (synchronous)
 - Wimba Podcaster
- High-quality compressed audio with the ability to stream on connections as low as 28.8kps
- Enterprise level integration with Blackboard Campus Edition, Blackboard Vista, and Blackboard Enterprise Learning System
- Compatibility with Macintosh, Windows and Unix operating systems

Wimba Classroom has several unique features:

- Fully integrated, voice-activated multi-way media system with phone simulcast option
- Enterprise level integration with Blackboard Campus Edition, Blackboard Vista, and Blackboard Enterprise Learning System, including
 - Seamless calendar integration
 - Seamless content integration with Blackboard file manager
- Compatibility with Macintosh, Windows and Unix operating systems
- Accessible features for users with disabilities, such as hearing and visually impaired persons, including those using assistive technologies. This includes closed captioning and



compatibility with screen readers. Additionally, all HTML-based content is compliant with the standards set by The Access Board for Section 508 of the Rehabilitation Act.

Wimba Pronto is Wimba's newest product and the only CMS-centric Instant Messaging client available in the marketplace today. Pronto's unique CMS integration includes:

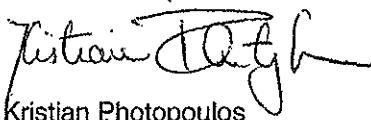
- Enterprise level integration with Blackboard Campus Edition, Blackboard Vista, and Blackboard Enterprise Learning System to allow for spontaneous collaboration based on student and course enrollment.

Wimba Create allows customers to quickly and easily convert Microsoft Word documents into content for Blackboard and WebCT courses. From one Word document a set of webpages can be generated that include navigation and interactive features which can quickly be uploaded to your course. Some of the unique features of Wimba Create include special styles such as Flashcards, Navigation, Table of Contents, Popups, Self-test questions, media files, and streaming audio/video.

To our knowledge, no other manufacturer has developed a similar system to the Wimba Collaboration Suite. Wimba, Inc. is the Sole Source for the Wimba Collaboration Suite: Wimba Voice, Wimba Classroom, Wimba Pronto, and Wimba Create.

I certify that I have provided the above information and to the best of my knowledge and belief, all information is true and accurate.

Sincerely,
Kristian Photopoulos


Kristian Photopoulos
Vice President
Wimba, Inc.
10 East 40th Street, 11th Floor
New York, NY 10016
Tel: 212-313-9465



ASP License Agreement

University of Southern Mississippi

ASP License Agreement

IMPORTANT – READ CAREFULLY: This License Agreement is a legal agreement between Wimba, Inc. and you for the Wimba, Inc. Service, including the Software in the version specified in Schedule 1. Capitalized terms not otherwise defined in this License Agreement have the meanings set forth in Section 3.

I. INTELLECTUAL PROPERTY RIGHTS.

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

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

2. GRANT OF LICENSE.

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

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

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

(b) **Restrictions on You.**

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

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

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

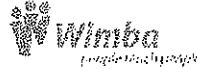
3. DEFINITIONS.

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

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

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

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





ASP License Agreement

University of Southern Mississippi

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

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

"Wimba, Inc." means Wimba, Inc., a Delaware Corporation, located at 10 East 40th Street, 11th floor, New York, N.Y. 10016 and, as the context may require, any or all of Wimba, Inc., its suppliers and/or licensors.

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

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

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

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

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

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

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

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

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

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

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

4. PAYMENT.

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

5. TRAINING AND SUPPORT.

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

6. UPDATES AND NEW VERSIONS.

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

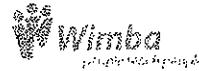
7. THIRD PARTY SOFTWARE AND PUBLICITY.

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

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

8. LIMITED WARRANTY.

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





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University of Southern Mississippi

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

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

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

9. WIMBA, INC.'S REMEDIES.

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

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

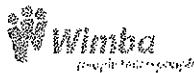
10. LIMITATION OF LIABILITY.

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

11. CONTENT AND INDEMNIFICATION.

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

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





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University of Southern Mississippi

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

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

12. TERM; TERMINATION.

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

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

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

13. GOVERNING LAW.

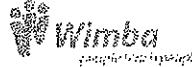
This License Agreement shall be governed by the laws of the State of New York without regard to conflict of law provisions and you consent to the exclusive jurisdiction of the state and federal courts in the State of New York. Without prejudice to the provisions of Section 9 regarding injunctive relief,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

14. EXPORT LAW ASSURANCES.

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

15. GOVERNMENT END USERS.

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





ASP License Agreement

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

16. MISCELLANEOUS.

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

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

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

enforceable by the parties and their respective successors and assigns.

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

(e) Neither party will be responsible for any failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials, power or telephone service shortages, interruptions or surges, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist activity or inability to obtain any export or import license or other approval or authorization of any government authority.

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

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

In consideration of the mutual benefits set forth above and the covenants and agreements set forth in the License Agreement, the parties hereto have signed this License Agreement this 13 day of Sept, 2009.

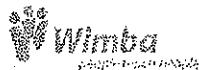
Signed:

For Wimba, Inc.

Signed:

For: University of Southern Mississippi

Subject to the attached addendum





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University of Southern Mississippi

ASP License Agreement

IMPORTANT – READ CAREFULLY: This License Agreement is a legal agreement between Wimba, Inc. and you for the Wimba, Inc. Service, including the Software in the version specified in Schedule 1. Capitalized terms not otherwise defined in this License Agreement have the meanings set forth in Section 3.

1. INTELLECTUAL PROPERTY RIGHTS.

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

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

2. GRANT OF LICENSE.

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

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

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

(b) **Restrictions on You.**

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

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

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

3. DEFINITIONS.

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

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

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

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





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

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

"Wimba, Inc." means Wimba, Inc., a Delaware Corporation, located at 10 East 40th Street, 11th floor, New York, N.Y. 10016 and, as the context may require, any or all of Wimba, Inc., its suppliers and/or licensors.

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

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

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

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

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

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

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

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

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

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

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

4. PAYMENT.

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

5. TRAINING AND SUPPORT.

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

6. UPDATES AND NEW VERSIONS.

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

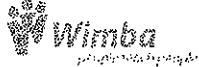
7. THIRD PARTY SOFTWARE AND PUBLICITY.

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

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

8. LIMITED WARRANTY.

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





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

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

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

9. WIMBA, INC.'S REMEDIES.

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

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

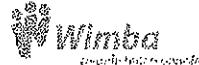
10. LIMITATION OF LIABILITY.

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

11. CONTENT AND INDEMNIFICATION.

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

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





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

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

12. TERM; TERMINATION.

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

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

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

13. GOVERNING LAW.

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

14. EXPORT LAW ASSURANCES.

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

15. GOVERNMENT END USERS.

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





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

16. MISCELLANEOUS.

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

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

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

enforceable by the parties and their respective successors and assigns.

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

(e) Neither party will be responsible for any failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials, power or telephone service shortages, interruptions or surges, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist activity or inability to obtain any export or import license or other approval or authorization of any government authority.

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

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

In consideration of the mutual benefits set forth above and the covenants and agreements set forth in the License Agreement, the parties hereto have signed this License Agreement this 5 day of Sept, 2009

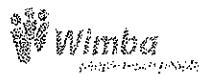
Signed:

For Wimba, Inc.

Signed:

For: University of Southern Mississippi

Subject to the attached addendum





THE UNIVERSITY OF SOUTHERN MISSISSIPPI

iTech

118 College Drive #10001
Hattiesburg, MS 39406-0001
Tel: 601.266.4190
Fax: 601.266.4104
www.usm.edu/itech

September 17, 2009

Addendum to the ASP License Agreement between The University of Southern Mississippi and Wimba, Inc.

Subject to the Mississippi statutes and the Constitution of the State of Mississippi, The University of Southern Mississippi does not agree to the following:

1. to defend, indemnify or hold harmless another party. (MS AG Ops., Long, February 27, 2009)
 - Section 11(b) of the ASP License Agreement
2. to waive or limit any other party's liabilities or warranties, express or implied. (MS AG Ops., Long, February 27, 2009).
 - Section 8(b) of the ASP License Agreement.
3. to any limitation or waiver of damages or types of damages owed or which may be owed by another party to a state agency. (MS AG Ops., Chamberlin, October 18, 2002)
 - Section 10 of the ASP License Agreement
4. to submit to binding arbitration in the case of a dispute between the state agency and another party. (MS AG Ops., Chamberlin, October 18, 2002)
 - Section 13 of the ASP License Agreement
5. to fix venue or jurisdiction of any action in any other state or jurisdiction except Mississippi. (MS AG Ops., Meadows, August 18, 2008)
 - Section 13 of the ASP License Agreement
6. to be bound by the laws of any other state than the State of Mississippi. (MS AG Ops., Nowak, November 18, 2005)
 - Section 13 of the ASP License Agreement

7. to a time of payment or the payment of interest, penalties or attorney's fees to another party other than as provided for in the Mississippi Timely Payment Law, Section 31-7-301 et seq., Miss. Code of 1972.

- Section 9 of the ASP License Agreement

By executing this Addendum, you acknowledge that you have read and understand each provision and that you agree to be bound by the provisions in this Addendum.

Signed:

For: Wimba, Inc.

By: _____

Title: _____

Date: _____

Signed:

For: University of Southern Mississippi

By: _____

Title: _____

Date: _____



ASP License Agreement

REDISTRIBUTION NOT PERMITTED

Schedule 1

TO ASP LICENSE AGREEMENT

Licensee	University of Southern Mississippi
Address	P.O. BOX 5027 Hattiesburg, MS 39406 United States
Licensee Contact Name	Amy Thornton
Licensee Telephone	(601) 266-6197
Licensee E-mail	amy.thornton@usm.edu
Wimba Contact Name	Imran Ali
Wimba Telephone	(972) 369-7297
Wimba E-mail	iali@wimba.com

Product and Service Details

Product Name	Product Description
Wimba Classroom (8,000 - 14,999)	Wimba Classroom enables learning by combining state-of-the-art interactive technologies such as voice, video, application sharing, polling, and whiteboarding, with traditional best practices of instruction.
Wimba Classroom (8,000 - 14,999) ASP	Leave the hosting to the experts. Wimba's professional ASP team delivers your Wimba Classroom, Wimba Voice and Wimba Pronto to your clients, from our managed datacenters. We offer fully redundant hosting facilities, complete backup solutions, and manage the entire application, from hardware and networking, through security, backup, and application maintenance.
Wimba Voice (8,000 - 14,999)	Give your online classes a voice! Increase the interaction and student engagement level of any online class by allowing faculty and students to easily embed vocal interactions into their online courses.
Wimba Voice (8,000 - 14,999) ASP	Leave the hosting to the experts. Wimba's professional ASP team delivers your Wimba Classroom, Wimba Voice and Wimba Pronto to your clients, from our managed datacenters. We offer fully redundant hosting facilities, complete backup solutions, and manage the entire application, from hardware and networking, through security, backup, and application maintenance.

Software Version	WC 6.0, WV 6.0 or current
License period	September 29, 2009 – September 28, 2010
Number of Seats	Unlimited for FTE of (8,000 – 14,999)
License Fee	USD 44,748.00
Professional Services *****	
Standard Support Package	Included
Support Hours	24x7 phone and email support for Faculty and Students
Support Email	technicalsupport@wimba.com
Support Contact Number	866.350.4978 (US & Canada)
Total Cost	USD 44,748.00
Payment Terms	100% due upon execution of agreement.
Schedule 1 Expiration Date	Quote valid for 30 Days from 8/28/2009





ASP License Agreement

REDISTRIBUTION NOT PERMITTED

By executing this Term Sheet, which is Schedule 1 to an ASP License Agreement, you acknowledge that you have read and understood the provisions of such License Agreement and that you are bound by the provisions of the License Agreement. In consideration of the mutual benefits set forth above and the covenants and agreements set forth in the License Agreement, the parties hereto have signed this Term Sheet and License Agreement this _____ day of _____, 2009.

Signed:

For: Wimba, Inc.

By: _____

Title: _____

Signed:

For: University of Southern Mississippi

By: Wimba, Inc.

Title: D. R. of Procurement

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



THE UNIVERSITY OF SOUTHERN MISSISSIPPI

iTech

118 College Drive #10001
Hattiesburg, MS 39406-0001
Tel: 601.266.4190
Fax: 601.266.4104
www.usm.edu/itech

September 17, 2009

Addendum to the ASP License Agreement between The University of Southern Mississippi and Wimba, Inc.

Subject to the Mississippi statutes and the Constitution of the State of Mississippi, The University of Southern Mississippi does not agree to the following:

1. to defend, indemnify or hold harmless another party. (MS AG Ops., Long, February 27, 2009)
 - Section 11(b) of the ASP License Agreement
2. to waive or limit any other party's liabilities or warranties, express or implied. (MS AG Ops., Long, February 27, 2009).
 - Section 8(b) of the ASP License Agreement.
3. to any limitation or waiver of damages or types of damages owed or which may be owed by another party to a state agency. (MS AG Ops., Chamberlin, October 18, 2002)
 - Section 10 of the ASP License Agreement
4. to submit to binding arbitration in the case of a dispute between the state agency and another party. (MS AG Ops., Chamberlin, October 18, 2002)
 - Section 13 of the ASP License Agreement
5. to fix venue or jurisdiction of any action in any other state or jurisdiction except Mississippi. (MS AG Ops., Meadows, August 18, 2008)
 - Section 13 of the ASP License Agreement
6. to be bound by the laws of any other state than the State of Mississippi. (MS AG Ops., Nowak, November 18, 2005)
 - Section 13 of the ASP License Agreement

7. to a time of payment or the payment of interest, penalties or attorney's fees to another party other than as provided for in the Mississippi Timely Payment Law, Section 31-7-301 et seq., Miss. Code of 1972.

- Section 9 of the ASP License Agreement

By executing this Addendum, you acknowledge that you have read and understand each provision and that you agree to be bound by the provisions in this Addendum.

Signed:

For: Wimba, Inc.

By: _____

Title: _____

Date: _____

Signed:

For: University of Southern Mississippi

By: Mark A. D. _____

Title: Dir. of Procurement _____

Date: 9/23/01 _____



ASP License Agreement

REDISTRIBUTION NOT PERMITTED

Schedule 1

TO ASP LICENSE AGREEMENT

Licensee	University of Southern Mississippi
Address	P.O. BOX 5027 Hattiesburg, MS 39406 United States
Licensee Contact Name	Amy Thornton
Licensee Telephone	(601) 266-6197
Licensee E-mail	amy.thornton@usm.edu
Wimba Contact Name	Imran Ali
Wimba Telephone	(972) 369-7297
Wimba E-mail	iali@wimba.com

Product and Service Details

Product Name	Product Description
Wimba Classroom (8,000 - 14,999)	Wimba Classroom enables learning by combining state-of-the-art interactive technologies such as voice, video, application sharing, polling, and whiteboarding, with traditional best practices of instruction.
Wimba Classroom (8,000 - 14,999) ASP	Leave the hosting to the experts. Wimba's professional ASP team delivers your Wimba Classroom, Wimba Voice and Wimba Pronto to your clients, from our managed datacenters. We offer fully redundant hosting facilities, complete backup solutions, and manage the entire application, from hardware and networking, through security, backup, and application maintenance.
Wimba Voice (8,000 - 14,999)	Give your online classes a voice! Increase the interaction and student engagement level of any online class by allowing faculty and students to easily embed vocal interactions into their online courses.
Wimba Voice (8,000 - 14,999) ASP	Leave the hosting to the experts. Wimba's professional ASP team delivers your Wimba Classroom, Wimba Voice and Wimba Pronto to your clients, from our managed datacenters. We offer fully redundant hosting facilities, complete backup solutions, and manage the entire application, from hardware and networking, through security, backup, and application maintenance.

Software Version	WC 6.0, WV 6.0 or current
License period	September 29, 2009 – September 28, 2010
Number of Seats	Unlimited for FTE of (8,000 – 14,999)
License Fee	USD 44,748.00
Professional Services *****	
Standard Support Package	Included
Support Hours	24x7 phone and email support for Faculty and Students
Support Email	technicalsupport@wimba.com
Support Contact Number	866.350.4978 (US & Canada)
Total Cost	USD 44,748.00
Payment Terms	100% due upon execution of agreement.
Schedule 1 Expiration Date	Quote valid for 30 Days from 8/28/2009



ASP License Agreement

REDISTRIBUTION NOT PERMITTED

By executing this Term Sheet, which is Schedule 1 to an ASP License Agreement, you acknowledge that you have read and understood the provisions of such License Agreement and that you are bound by the provisions of the License Agreement. In consideration of the mutual benefits set forth above and the covenants and agreements set forth in the License Agreement, the parties hereto have signed this Term Sheet and License Agreement this 24 day of September, 2009.

Signed:

For: Wimba, Inc.

By: Lorraine DugayTitle: Vice President, Sales

Signed:

For: University of Southern Mississippi

By: Mark A. JohnsonTitle: Dir. of Procurement

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

X





ASP License Agreement

University of Southern Mississippi

ASP License Agreement

IMPORTANT – READ CAREFULLY: This License Agreement is a legal agreement between Wimba, Inc. and you for the Wimba, Inc. Service, including the Software in the version specified in Schedule 1. Capitalized terms not otherwise defined in this License Agreement have the meanings set forth in Section 3.

I. INTELLECTUAL PROPERTY RIGHTS.

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

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

2. GRANT OF LICENSE.

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

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

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

(b) Restrictions on You.

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

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

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

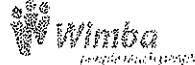
3. DEFINITIONS.

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

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

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

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





ASP License Agreement

University of Southern Mississippi

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

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

"Wimba, Inc." means Wimba, Inc., a Delaware Corporation, located at 10 East 40th Street, 11th floor, New York, N.Y. 10016 and, as the context may require, any or all of Wimba, Inc., its suppliers and/or licensors.

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

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

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

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

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

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

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

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

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

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

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

4. PAYMENT.

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

5. TRAINING AND SUPPORT.

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

6. UPGRADES AND NEW VERSIONS.

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

7. THIRD PARTY SOFTWARE AND PUBLICITY.

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

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

8. LIMITED WARRANTY.

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





ASP License Agreement

University of Southern Mississippi

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

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

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

9. WIMBA, INC.'S REMEDIES.

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

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

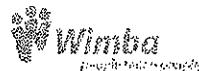
10. LIMITATION OF LIABILITY.

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

11. CONTENT AND INDEMNIFICATION.

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

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





ASP License Agreement

University of Southern Mississippi

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

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

12. TERM; TERMINATION.

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

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

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

13. GOVERNING LAW.

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

14. EXPORT LAW ASSURANCES.

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

15. GOVERNMENT END USERS.

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





ASP License Agreement

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

16. MISCELLANEOUS.

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

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

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

In consideration of the mutual benefits set forth above and the covenants and agreements set forth in the License Agreement, the parties hereto have signed this License Agreement this 15 day of Sept, 2009.

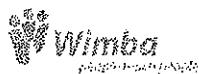
Signed:
For Wimba, Inc.

for Wimba, Inc. 

Signed:
For: University of Southern Mississippi

For: University of Southern Mississippi
Wife Ad

Subject to the attached addendum





THE UNIVERSITY OF SOUTHERN MISSISSIPPI

iTech

118 College Drive #10001
Hattiesburg, MS 39406-0001
Tel: 601.266.4190
Fax: 601.266.4104
www.usm.edu/itech

September 17, 2009

Addendum to the ASP License Agreement between The University of Southern Mississippi and Wimba, Inc.

Subject to the Mississippi statutes and the Constitution of the State of Mississippi, The University of Southern Mississippi does not agree to the following:

1. to defend, indemnify or hold harmless another party. (MS AG Ops., Long, February 27, 2009)
 - Section 11(b) of the ASP License Agreement
2. to waive or limit any other party's liabilities or warranties, express or implied. (MS AG Ops., Long, February 27, 2009).
 - Section 8(b) of the ASP License Agreement.
3. to any limitation or waiver of damages or types of damages owed or which may be owed by another party to a state agency. (MS AG Ops., Chamberlin, October 18, 2002)
 - Section 10 of the ASP License Agreement
4. to submit to binding arbitration in the case of a dispute between the state agency and another party. (MS AG Ops., Chamberlin, October 18, 2002)
 - Section 13 of the ASP License Agreement
5. to fix venue or jurisdiction of any action in any other state or jurisdiction except Mississippi. (MS AG Ops., Meadows, August 18, 2008)
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6. to be bound by the laws of any other state than the State of Mississippi. (MS AG Ops., Nowak, November 18, 2005)
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7. to a time of payment or the payment of interest, penalties or attorney's fees to another party other than as provided for in the Mississippi Timely Payment Law, Section 31-7-301 et seq., Miss. Code of 1972.
- Section 9 of the ASP License Agreement

By executing this Addendum, you acknowledge that you have read and understand each provision and that you agree to be bound by the provisions in this Addendum.

Signed:

For: Wimba, Inc.

By: Tistian Dugay

Title: Vice President, Sales

Date: 9.24.09

Signed:

For: University of Southern Mississippi

By: Mark H. Johnson

Title: Dir. of Procurement

Date: 9/23/09



USM Purchasing
2609 WEST 4TH STREET
HATTIESBURG MS 39401
United States

Purchase Order

Dispatch via Print

Purchase Order	Date	Revision	Page
1064025	09/29/2009		1
Payment Terms	Freight Terms	Ship Via	
Net 30	FOB:Destin_frt_prepd/chrg back	BESTWAY	
Buyer	Requisition #	Requestor	
Cassell, Heather	0000044446	Smith, Kelly	
Ship To:	2609 WEST 4TH STREET HATTIESBURG MS 39401 United States		
Bill To:	118 COLLEGE DRIVE #5104 HATTIESBURG MS 39406-0001 United States		

Vendor:0000035409 FAX : 646/861-5200
WIMBA INC
10 EAST 40TH STREET
11TH FLOOR
NEW YORK NY 10016

Bill To: 118 COLLEGE DRIVE #5104
HATTIESBURG MS 39406-0001
United States

Tax Exempt? Y	Tax Exempt ID: 64-740188K	Dept: Vice President For Business An	Dept Id: 100007	Proj/Grnt: DE00952
Line	Quantity	UOM	Item/Description	Unit Price

1	1.00	EA	Wimba Classroom and Wimba Voice License Agreement renewal (8,000 -14, 999) for a period of 9/29/09 - 9/28/10	44,748.00	44,748.00
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Walk Thru -

6-6800

Called
a/20/09
PLR

Total:

44,748.00

BY 
MIKE HERNDON Director of Procurement Services
Phone (601) 266-4131
Fax (601) 266-5182

Instructions

CORRESPONDENCE should be addressed to the Purchasing department.
DISCOUNT period to be from date invoiced or material is received, whichever is later.
ACKNOWLEDGE order upon receipt and give definite shipping date.
CHANGES or SUBSTITUTIONS will not be accepted without prior written approval.
CANCELLATIONS The University of Southern Mississippi reserves the right to cancel all or any part of this order
not shipped in accordance with terms and conditions stated above or on vendors quotation.
EQUAL EMPLOYMENT- This purchase order is subject to the provisions of E.O. 11264 if it exceeds \$10,000 and is not otherwise exempt.

AA/EOE/ADA



ASP License Agreement

REDISTRIBUTION NOT PERMITTED

Schedule 1

TO ASP LICENSE AGREEMENT

Licensee	University of Southern Mississippi
Address	118 College Drive Hattiesburg, MS 39406
Licensee Contact Name	Amy Thornton
Licensee Telephone	(601) 266-6197
Licensee E-mail	amy.thornton@usm.edu
Wimba Contact Name	Jesse Girardi
Wimba Telephone	(978) 377-0081
Wimba E-mail	jgirardi@wimba.com

Product and Service Details

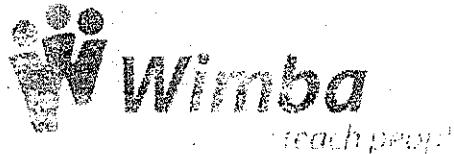
Product Name	Product Description
Standard Implementation Service for Pronto	<p>Implementing Wimba Pronto can represent a significant change in the way your organization communicates, delivers services and addresses student success. Beyond simple installation, the Wimba Implementation service is designed to help you positively affect the change management required to optimize your organizations investment in Pronto. A Wimba Professional services manager will work with clients to develop and deliver:</p> <ul style="list-style-type: none"> • Custom Set-up and Configuration of Wimba Pronto • Implementation Plan • Training and Configuration for Targeted Service Areas • Custom Training Agendas for Faculty and Students • Strategic Communication Plan • Analysis of Organizational Goals and Outcomes • Implementation Success Matrix <p>Let us put our expertise to work for you! Wimba created this implementation service working closely with clients who have adopted the Pronto enterprise messaging solution. Our goal is to help you maximize your investment by providing solutions that incorporate mentorship, education, and knowledge management - making your institution stronger and more competitive.</p> <p>* Price does not include Travel and Expenses * The training and configuration sessions above allow for a maximum of 15 participants.</p>
Wimba Pronto	<p>Wimba Pronto is an instant messaging and voice chat tool that allows students and instructors to spontaneously meet live online at any time to discuss their coursework. Wimba Pronto integrates with course management systems to automatically populate students' contact lists with their classmates' names, thereby making it easy for students to spontaneously collaborate live online. After all, not all learning can be scheduled – it's often informal and unplanned.</p>

Software Version	3.0 or current
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212-313-9465

Jesse Girard



ASP License Agreement

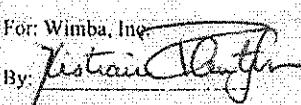
REDISTRIBUTION NOT PERMITTED

License period	June 30, 2010 – June 29, 2013
Number of Seats	Unlimited for FTE 8,000 – 15,000
License Fee	USD 70,000.00
Professional Services *****	
Implementation & Training	Standard Implementation (T&E not included, will be billed upon completion of Services) Included 24x7 phone and email support for Faculty and Students technicalsupport@wimba.com 866.350.4978 (US & Canada)
Standard Support Package	
Support Hours	24x7
Support Email	technicalsupport@wimba.com
Support Contact Number	866.350.4978 (US & Canada)
Total Cost	USD 59,500.00 Note: Total Cost reflects 15% for purchasing 3 years up front.
Payment Terms	Net 30 Days
Schedule 1 Expiration Date	Quote valid only until June 30, 2010

By executing this Term Sheet, which is Schedule 1 to an ASP License Agreement, you acknowledge that you have read and understood the provisions of such License Agreement and that you are bound by the provisions of the License Agreement. In consideration of the mutual benefits set forth above and the covenants and agreements set forth in the License Agreement, the parties hereto have signed this Term Sheet and License Agreement this 29 day of June, 2010.

Signed:

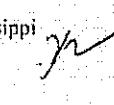
For: Wimba, Inc.

By: 

Title: Vice President, Sales

Signed:

For: University of Southern Mississippi

By: 

Title: Provost

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





Invoice

Company	Document No	Date	Page
10	4725	30/Jun/2010	1 of 1
Sales Order: 4101			

Bill To: Attn: Amy Thornton
University of Southern Mississippi
P.O. Box 5027
Hattiesburg MS, 39406-0001

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 USMS1010	University of Southern Mississippi	1067853	USD	NET30	30/Jul/2010

No	SKU Code/Description/Comments	No. of Users	Units	Extended Price
1	Wimba Pronto ASP License Agreement June 30, 2010 - June 29, 2013	1	1	59,500.00

Federal Tax ID#: 13-4007629

Please Remit Payment To:

Please make check payable to: Wimba, Inc.

Wimba, Inc.
10 East 40th Street
11th Floor
New York, NY 10016
(646) 861-5100

Subtotal US\$	59,500.00
Sales Tax	0.00
Invoice Total US\$	59,500.00
Payment Received	0.00
Balance if not paid by 30/Jun/2010 US\$	59,500.00



Invoice

Company	Document No	Date	Page
10	4725	30/Jun/2010	1 of 1
Sales Order: 4101			

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11th Floor
New York, NY 10016
(646) 861-5100

Subtotal US\$	59,500.00
Sales Tax	0.00
Invoice Total US\$	59,500.00
Payment Received	0.00
Balance if not paid by 30/Jun/2010 US\$	59,500.00



USM Purchasing
2609 WEST 4TH STREET
HATTIESBURG MS 39401
United States

Purchase Order

Vendor:0000035409 FAX : 646/861-5200
WIMBA INC
10 EAST 40TH STREET
11TH FLOOR
NEW YORK NY 10016

Tax Exempt? Y	Tax Exempt ID: 64-740188K	Dept: Student Technology Services	Dept Id: 960038	Proj/Grnt: IT00105	
Line	Quantity	UOM	Item/Description	Unit Price	Extended Amt

1	1.00	EA	Wimba Pronto Software and Licensing	59,500.00	59,500.00
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DUPLICATE		Dispatch via Print		
Purchase Order	Date	Revision	Page	
1067853	07/30/2010			1
Payment Terms	Freight Terms			Ship Via
Net 30	FOB:Destin,frt prep'd/chrg back			BESTWAY
Buyer	Requisition #	Requestor		
Cassell, Heather	0000048809	Jones, Modist		

Ship To: 2609 WEST 4TH STREET
HATTIESBURG MS 39401
United States

Bill To: 118 COLLEGE DRIVE #5104
HATTIESBURG MS 39406-0001
United States

Number of Seats: Unlimited for FTE 8,000-15,000

Standard Implementation
Support Included

Invoice must be approved before payment.

License period: June 30, 2010-June 29, 2013

Total: 59,500.00

PURCHASE ORDER #

1067853

(for Purchasing use only)

REQUISITION ATTACHMENT FORM

This form must accompany all attachments

2010 JUL 27 FM 2 19

BUSINESS UNIT (circle one): USMPO USMGC USMPP

REQUISITION # 48809

ATTACHMENTS (check all that apply):

- | | |
|--|--|
| <input type="checkbox"/> QUOTE(S) | <input type="checkbox"/> COPY OF ADVERTISING/PRINTING |
| <input type="checkbox"/> INVOICE(S) | <input type="checkbox"/> PROOFREADING/GRAFICS REVIEW |
| <input type="checkbox"/> SPECIFICATIONS | <input type="checkbox"/> W-9 FORM |
| <input type="checkbox"/> ORDER FORM | <input type="checkbox"/> VENDOR REGISTRATION FORM |
| <input checked="" type="checkbox"/> CONTRACT | <input type="checkbox"/> PERSONAL SERVICES AGREEMENT |
| <input checked="" type="checkbox"/> SOLE SOURCE FORM | <input type="checkbox"/> GOODS RCVD/SVCS RNDRD LETTER |
| <input type="checkbox"/> OTHER | <input type="checkbox"/> SIGNATURE SHEET (if multiple signatures required - attach copy of requisition with all relevant signatures) |

DEPARTMENT CONTACT

NAME Modist Jones

PHONE 6802



ASP License Agreement

REDISTRIBUTION NOT PERMITTED

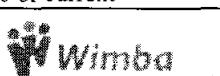
Schedule 1

TO ASP LICENSE AGREEMENT

Licensee	University of Southern Mississippi
Address	118 College Drive Hattiesburg, MS 39406
Licensee Contact Name	Amy Thornton
Licensee Telephone	(601) 266-6197
Licensee E-mail	amy.thornton@usm.edu
Wimba Contact Name	Jesse Girardi
Wimba Telephone	(978) 377-0081
Wimba E-mail	jgirardi@wimba.com

Product and Service Details

Product Name	Product Description
Standard Implementation Service for Pronto	<p>Implementing Wimba Pronto can represent a significant change in the way your organization communicates, delivers services and addresses student success. Beyond simple installation, the Wimba Implementation service is designed to help you positively affect the change management required to optimize your organizations investment in Pronto. A Wimba Professional services manager will work with clients to develop and deliver:</p> <ul style="list-style-type: none"> • Custom Set-up and Configuration of Wimba Pronto • Implementation Plan • Training and Configuration for Targeted Service Areas • Custom Training Agendas for Faculty and Students • Strategic Communication Plan • Analysis of Organizational Goals and Outcomes • Implementation Success Matrix <p>Let us put our expertise to work for you! Wimba created this implementation service working closely with clients who have adopted the Pronto enterprise messaging solution. Our goal is to help you maximize your investment by providing solutions that incorporate mentorship, education, and knowledge management - making your institution stronger and more competitive.</p> <p>* Price does not include Travel and Expenses * The training and configuration sessions above allow for a maximum of 15 participants.</p>
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Software Version	3.0 or current



212-313-9465

Jesse Girardi



EDUCATIONAL

ASP License Agreement

REDISTRIBUTION NOT PERMITTED

License period	June 30, 2010 - June 29, 2013
Number of Seats	Unlimited for FTE 8,000 - 15,000
License Fee	USD 70,000.00
Professional Services *****	
Implementation & Training	Standard Implementation (T&E not included, will be billed upon completion of Services)
Standard Support Package	Included
Support Hours	24x7 phone and email support for Faculty and Students
Support Email	technicalsupport@wimba.com
Support Contact Number	866.350.4978 (US & Canada)
Total Cost	USD 59,500.00 Note: Total Cost reflects 15% for purchasing 3 years up front.
Payment Terms	Net 30 Days
Schedule I Expiration Date	Quote valid only until June 30, 2010

By executing this Term Sheet, which is Schedule I to an ASP License Agreement, you acknowledge that you have read and understood the provisions of such License Agreement and that you are bound by the provisions of the License Agreement. In consideration of the mutual benefits set forth above and the covenants and agreements set forth in the License Agreement, the parties hereto have signed this Term Sheet and License Agreement this 29 day of June, 2010.

Signed:

For: Wimba, Inc.

By:

Title: VICE President, SALES

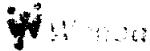
Signed:

For: University of Southern Mississippi

By:

Title: Provost

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



Sole Source Certification Request

Project Title:

Customer Contact Information

Agency/Institution: Address: Hattiesburg, MS 39406	Contact Person:Homer Coffman Phone:601.266.4190 Fax:601.266.4104 Email Address:
SAAS Codes (only required from state agencies) Provider Code: Agency Code:	Division/Dept: Handmail: <input type="checkbox"/> Yes <input type="checkbox"/> No

Project Summary – Integrated instant messaging and voice chat tool for Wimba Classroom

Narrative Description of Project

Allows students and instructors to spontaneously meet live online at anytime to discuss course work. This project is a component of Wimba and be integrated to the current environment.

ITS Acquisition Approval (CP-1) should be effective through this date:

(Please allow time for all vendor invoices to be paid)

Cost Estimates			Time Constraints
Fiscal Year	Initial Costs	Ongoing Costs	
FY10	\$59,500.00	0	Item Needed by: June 30 th , 2010 Funds Expire :June 30, 2011
Total	\$59,500.00	0	

Discuss Funding (e.g. how much of needed funding is definite; total project budget; any matching or other non state funds)
Coming from LEC using state funds

Anticipated Lifecycle of Products/System (i.e. estimate years effective use)

Lifecycle is 3 years or until 1 July 2013

Acquisition Details

Items Requested:

Name	Quantity	Description	Building Location(s)
Wimba Pronto	15,000 FTE License	IM and voice chat for Wimba	N/A

Describe any projected utilization or connectivity to the State's infrastructure (voice/data/video networks; State Data Center; eGovernment portal, payment engine, hosting, co-location; security; VPN, firewalls):

Hosted by Wimba and Blackboard on another existing agreement.

Progress to Date: What has been done related to this project, including any communication with ITS staff (data/voice/procurement/other)?
N/A

Sole Source Certification

Note: Certification must be renewed for revisions to previous Sole Source Approvals.

Specific business requirements to be met by the requested products or services:

Academic delivery enhancements to Southern Miss' online environment.

Other products/vendors research or evaluated:

Wimba is the sole source for this product since it is a component / module of Wimba.

Unique features (i.e. special functionality) of the requested product(s) or vendor:

Ability to integrate into our learning environment using existing infrastructure.

Vendor's Certification of Sole Source attached: X Yes No

Vendor's proposal attached: X Yes No

SAAS Vendor Code(s) Vendor must be in SAAS before a CP-1 can be issued.

Place Order To

Remit To

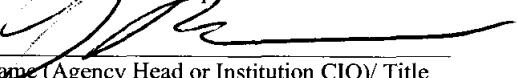
Vendor Name: Wimba Inc

Vendor Name:

Vendor Address: 10 East 40th, 11th Floor

Vendor Address: New York, NY 10016

By my signature, I certify that, to the best of my professional knowledge: (1) the requested product or services perform a significant function or provide a service for which no other product or source of services exists; (2) my agency/institution has a business need for these unique functions of services; and (3) there are no other parties who could provide the product or services. In addition, I acknowledge that there is a charge for ITS procurement services associated with this request which will be billed to the requestor by ITS and that my agency/institution is responsible for these charges/costs.


Name (Agency Head or Institution CIO)/ Title

Signature

Date



USM Purchasing
2609 WEST 4TH STREET
HATTIESBURG MS 39401
United States

Purchase Order

DUPLICATE		Dispatch via Print		
Purchase Order	Date	Revision	Page	
1068266	08/25/2010			1
Payment Terms	Freight Terms			Ship Via
Net 30	FOB:Destin,frt prep'd/chrg back			BESTWAY
Buyer		Requisition #	Requestor	
Cassell, Heather		0000049196	Jones, Modist	

Ship To: 2609 WEST 4TH STREET
HATTIESBURG MS 39401
United States

Bill To: 118 COLLEGE DRIVE #5104
HATTIESBURG MS 39406-0001
United States

Tax Exempt? Y	Tax Exempt ID:		Dept:	Dept Id:960038	Proj/Grnt: IT00105
Line	Quantity	UOM	Item/Description	Unit Price	Extended Amt

1	1.00	EA	Wimba Classroom Software and Licensing	46,985.00	46,985.00
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Number of Seats: Unlimited use for 8,000 - 14,999 FTE

Standard Support Package Included

Wimba Classroom 6.1 or current, Wimba Voice 6.0 or current

Invoice must be approved before payment

License period: September 29, 2010 & September 28, 2011

Sole source on file.

Total: 46,985.00

PURCHASE ORDER #

1067266

(for Purchasing use only)

REQUISITION ATTACHMENT FORM

This form must accompany all attachments

BUSINESS UNIT (circle one): USMPO USMGC USMPP

REQUISITION # 491916

ATTACHMENTS (check all that apply):

- | | |
|--|--|
| <input checked="" type="checkbox"/> QUOTE(S) | <input type="checkbox"/> COPY OF ADVERTISING/PRINTING |
| <input type="checkbox"/> INVOICE(S) | <input type="checkbox"/> PROOFREADING/GRAFICS REVIEW |
| <input type="checkbox"/> SPECIFICATIONS | <input type="checkbox"/> W-9 FORM |
| <input type="checkbox"/> ORDER FORM | <input type="checkbox"/> VENDOR REGISTRATION FORM |
| <input type="checkbox"/> CONTRACT | <input type="checkbox"/> PERSONAL SERVICES AGREEMENT |
| <input checked="" type="checkbox"/> SOLE SOURCE FORM | <input type="checkbox"/> GOODS RCVD/SVCS RNDRD LETTER |
| <input type="checkbox"/> OTHER | <input type="checkbox"/> SIGNATURE SHEET (if multiple signatures required - attach copy of requisition with all relevant signatures) |

DEPARTMENT CONTACT

NAME Modist Jones PHONE 6802

SEARCHED INDEXED
SERIALIZED FILED

APR 4 2002



ASP License Agreement

REDISTRIBUTION NOT PERMITTED

Schedule 1

TO ASP LICENSE AGREEMENT

Licensee	University of Southern Mississippi
Address	P.O. BOX 5027 Hattiesburg, MS 39406 United States of America
Licensee Contact Name	Sheri Rawls
Licensee Telephone	(601) 266-6199
Licensee E-mail	sheri.rawls@usm.edu
Wimba Contact Name	Anna Connaughton
Wimba Telephone	317-842-4997
Wimba E-mail	aconnaughton@wimba.com

Product and Service Details

Product Name	Product Description
Wimba Classroom (8,000 - 14,999)	Wimba Classroom enables learning by combining state-of-the-art interactive technologies such as voice, video, application sharing, polling, and whiteboarding, with traditional best practices of instruction.
Wimba Classroom (8,000 - 14,999) ASP	Leave the hosting to the experts. Wimba's professional ASP team delivers your Wimba Classroom, Wimba Voice and Wimba Pronto to your clients, from our managed datacenters. We offer fully redundant hosting facilities, complete backup solutions, and manage the entire application, from hardware and networking, through security, backup, and application maintenance.
Wimba Voice (8,000 - 14,999)	Give your online classes a voice! Increase the interaction and student engagement level of any online class by allowing faculty and students to easily embed vocal interactions into their online courses.
Wimba Voice (8,000 - 14,999) ASP	Leave the hosting to the experts. Wimba's professional ASP team delivers your Wimba Classroom, Wimba Voice and Wimba Pronto to your clients, from our managed datacenters. We offer fully redundant hosting facilities, complete backup solutions, and manage the entire application, from hardware and networking, through security, backup, and application maintenance.

Software Version	Wimba Classroom 6.1 or current, Wimba Voice 6.0 or current
License period	September 29, 2010 – September 28, 2011
Number of Seats	Unlimited use for 8,000 – 14,999 FTE
License Fee	\$46,985.00
Professional Services	

Standard Support Package	Included
Support Hours	24x7 phone and email support for Faculty and Students
Support Email	technicalsupport@wimba.com
Support Contact Number	866.350.4978 (US & Canada)
Total Cost	\$46,985.00
Payment Terms	100% due upon execution of agreement.
Schedule 1 Expiration Date	Quote valid for 30 Days from 8/20/2010



ASP License Agreement

REDISTRIBUTION NOT PERMITTED

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Signed:

For: Wimba, Inc.

By: _____

Title: _____

Signed:

For: University of Southern Mississippi

By: _____

Title: _____

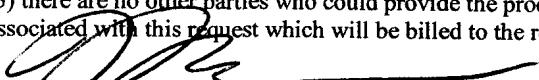
The recipient of this Quote agrees that it shall (i) hold the Quote in strict confidence and not disclose such confidential information to any third parties, including consultants; (ii) disclose the Confidential Information only to those employees and consultants of receiving party who need to know such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



Sole Source Certification Request

Project Title:																			
Customer Contact Information																			
Agency/Institution:iTech Address:118 College Dr. #10001 Hattiesburg, MS 39406		Contact Person:Homer Coffman Phone:601.266.4190 Fax:601.266.4104 Email Address: Division/Dept: Handmail: <input type="checkbox"/> Yes <input type="checkbox"/> No																	
SAAS Codes (only required from state agencies) Provider Code: Agency Code:																			
Project Summary – Integrated instant messaging and voice chat tool for Wimba Classroom																			
Narrative Description of Project Allows students and instructors to spontaneously meet live online at anytime to discuss course work. This project is a component of Wimba and be integrated to the current environment.																			
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<table border="1"> <thead> <tr> <th>Cost Estimates</th> <th>Initial Costs</th> <th>Ongoing Costs</th> <th>Time Constraints</th> </tr> <tr> <th>Fiscal Year</th> <th></th> <th></th> <th>Item Needed by: June 30th, 2010</th> </tr> </thead> <tbody> <tr> <td>FY10</td> <td>\$59,500.00</td> <td>0</td> <td>Funds Expire :June 30, 2011</td> </tr> <tr> <td>Total</td> <td>\$59,500.00</td> <td>0</td> <td></td> </tr> </tbody> </table>		Cost Estimates	Initial Costs	Ongoing Costs	Time Constraints	Fiscal Year			Item Needed by: June 30 th , 2010	FY10	\$59,500.00	0	Funds Expire :June 30, 2011	Total	\$59,500.00	0			
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Sole Source Certification		Note: Certification must be renewed for revisions to previous Sole Source Approvals.																	
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Vendor's Certification of Sole Source attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Vendor's proposal attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																	
SAAS Vendor Code(s) Vendor must be in SAAS before a CP-1 can be issued.																			
Place Order To Vendor Name: Wimba Inc Vendor Address: 10 East 40 th , 11 th Floor Vendor Address: New York, NY 10016																			

By my signature, I certify that, to the best of my professional knowledge: (1) the requested product or services perform a significant function or provide a service for which no other product or source of services exists; (2) my agency/institution has a business need for these unique functions of services; and (3) there are no other parties who could provide the product or services. In addition, I acknowledge that there is a charge for ITS procurement services associated with this request which will be billed to the requestor by ITS and that my agency/institution is responsible for these charges/costs.


Name (Agency Head or Institution CIO)/ Title

Signature

Date



ASP License Agreement

REDISTRIBUTION NOT PERMITTED

Schedule 1

TO ASP LICENSE AGREEMENT

Licensee	University of Southern Mississippi
Address	P.O. BOX 5027 Hattiesburg, MS 39406 United States of America
Licensee Contact Name	Sheri Rawls
Licensee Telephone	(601) 266-6199
Licensee E-mail	sherি. rawls@usm.edu
Wimba Contact Name	Anna Connaughton
Wimba Telephone	317-842-4997
Wimba E-mail	aconnnaughton@wimba.com

Product and Service Details

Product Name	Product Description
Wimba Classroom (8,000 - 14,999)	Wimba Classroom enables learning by combining state-of-the-art interactive technologies such as voice, video, application sharing, polling, and whiteboarding, with traditional best practices of instruction.
Wimba Classroom (8,000 - 14,999) ASP	Leave the hosting to the experts. Wimba's professional ASP team delivers your Wimba Classroom, Wimba Voice and Wimba Pronto to your clients, from our managed datacenters. We offer fully redundant hosting facilities, complete backup solutions, and manage the entire application, from hardware and networking, through security, backup, and application maintenance.
Wimba Voice (8,000 - 14,999)	Give your online classes a voice! Increase the interaction and student engagement level of any online class by allowing faculty and students to easily embed vocal interactions into their online courses.
Wimba Voice (8,000 - 14,999) ASP	Leave the hosting to the experts. Wimba's professional ASP team delivers your Wimba Classroom, Wimba Voice and Wimba Pronto to your clients, from our managed datacenters. We offer fully redundant hosting facilities, complete backup solutions, and manage the entire application, from hardware and networking, through security, backup, and application maintenance.

Software Version	Wimba Classroom 6.1 or current, Wimba Voice 6.0 or current
License period	September 29, 2010 – September 28, 2011
Number of Seats	Unlimited use for 8,000 – 14,999 FTE
License Fee	\$46,985.00
Professional Services *****	
Standard Support Package	Included
Support Hours	24x7 phone and email support for Faculty and Students
Support Email	technicalsupport@wimba.com
Support Contact Number	866.350.4978 (US & Canada)
Total Cost	\$46,985.00
Payment Terms	100% due upon execution of agreement.
Schedule 1 Expiration Date	Quote valid for 30 Days from 8/16/2010



ASP License Agreement

REDISTRIBUTION NOT PERMITTED

By executing this Term Sheet, which is Schedule 1 to an ASP License Agreement, you acknowledge that you have read and understood the provisions of such License Agreement and that you are bound by the provisions of the License Agreement. In consideration of the mutual benefits set forth above and the covenants and agreements set forth in the License Agreement, the parties hereto have signed this Term Sheet and License Agreement this ____ day of _____, 2010.

Signed:

For: Wimba, Inc.

By:

Title: A. General Counsel

Signed:

For: University of Southern Mississippi

By:

Title: Director of Procurement & Contracts

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

*Subject to addendum to Terms & Conditions
dated Sept. 2009*



ASP License Agreement

REDISTRIBUTION NOT PERMITTED

Schedule 1

TO ASP LICENSE AGREEMENT

Licensee	University of Southern Mississippi
Address	P.O. BOX 5027 Hattiesburg, MS 39406 United States of America
Licensee Contact Name	Sheri Rawls
Licensee Telephone	(601) 266-6199
Licensee E-mail	sheri.rawls@usm.edu
Wimba Contact Name	Anna Connaughton
Wimba Telephone	317-842-4997
Wimba E-mail	aconnaughton@wimba.com

Product and Service Details

Product Name	Product Description
Wimba Classroom (8,000 - 14,999)	Wimba Classroom enables learning by combining state-of-the-art interactive technologies such as voice, video, application sharing, polling, and whiteboarding, with traditional best practices of instruction.
Wimba Classroom (8,000 - 14,999) ASP	Leave the hosting to the experts. Wimba's professional ASP team delivers your Wimba Classroom, Wimba Voice and Wimba Pronto to your clients, from our managed datacenters. We offer fully redundant hosting facilities, complete backup solutions, and manage the entire application, from hardware and networking, through security, backup, and application maintenance.
Wimba Voice (8,000 - 14,999)	Give your online classes a voice! Increase the interaction and student engagement level of any online class by allowing faculty and students to easily embed vocal interactions into their online courses.
Wimba Voice (8,000 - 14,999) ASP	Leave the hosting to the experts. Wimba's professional ASP team delivers your Wimba Classroom, Wimba Voice and Wimba Pronto to your clients, from our managed datacenters. We offer fully redundant hosting facilities, complete backup solutions, and manage the entire application, from hardware and networking, through security, backup, and application maintenance.

Software Version	Wimba Classroom 6.1 or current, Wimba Voice 6.0 or current
License period	September 29, 2010 – September 28, 2011
Number of Seats	Unlimited use for 8,000 – 14,999 FTE
License Fee	\$46,985.00
Professional Services	

Standard Support Package	Included
Support Hours	24x7 phone and email support for Faculty and Students
Support Email	technicalsupport@wimba.com
Support Contact Number	866.350.4978 (US & Canada)
Total Cost	\$46,985.00
Payment Terms	100% due upon execution of agreement.
Schedule 1 Expiration Date	Quote valid for 30 Days from 8/16/2010





ASP License Agreement

By executing this Term Sheet, which is Schedule 1 to an ASP License Agreement, you acknowledge that you have read and understood the provisions of such License Agreement and that you are bound by the provisions of the License Agreement. In consideration of the mutual benefits set forth above and the covenants and agreements set forth in the License Agreement, the parties hereto have signed this Term Sheet and License Agreement this _____ day of _____, 2010.

Signed:

For: Wimba, Inc.

By: A. General Counsel

Signed:

For: University of Southern Mississippi

Title: Director of Research & Contracts

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

*Subject to addendum to Terms & Conditions
dated Sept. 2009*



ASP License Agreement

REDISTRIBUTION NOT PERMITTED

Schedule 1

TO ASP LICENSE AGREEMENT

Licensee	University of Southern Mississippi
Address	P.O. BOX 5027 Hattiesburg, MS 39406 United States
Licensee Contact Name	Amy Thornton
Licensee Telephone	(601) 266-6197
Licensee E-mail	amy.thornton@usm.edu
Wimba Contact Name	Imran Ali
Wimba Telephone	(972) 369-7297
Wimba E-mail	iali@wimba.com

Product and Service Details

Product Name	Product Description
Wimba Classroom (8,000 - 14,999)	Wimba Classroom enables learning by combining state-of-the-art interactive technologies such as voice, video, application sharing, polling, and whiteboarding, with traditional best practices of instruction.
Wimba Classroom (8,000 - 14,999) ASP	Leave the hosting to the experts. Wimba's professional ASP team delivers your Wimba Classroom, Wimba Voice and Wimba Pronto to your clients, from our managed datacenters. We offer fully redundant hosting facilities, complete backup solutions, and manage the entire application, from hardware and networking, through security, backup, and application maintenance.
Wimba Voice (8,000 - 14,999)	Give your online classes a voice! Increase the interaction and student engagement level of any online class by allowing faculty and students to easily embed vocal interactions into their online courses.
Wimba Voice (8,000 - 14,999) ASP	Leave the hosting to the experts. Wimba's professional ASP team delivers your Wimba Classroom, Wimba Voice and Wimba Pronto to your clients, from our managed datacenters. We offer fully redundant hosting facilities, complete backup solutions, and manage the entire application, from hardware and networking, through security, backup, and application maintenance.

Software Version	WC 6.0, WV 6.0 or current
License period	September 29, 2009 – September 28, 2010
Number of Seats	Unlimited for FTE of (8,000 – 14,999)
License Fee	USD 44,748.00
Professional Services *****	
Standard Support Package	Included
Support Hours	24x7 phone and email support for Faculty and Students
Support Email	technicalsupport@wimba.com
Support Contact Number	866.350.4978 (US & Canada)
Total Cost	USD 44,748.00
Payment Terms	100% due upon execution of agreement.
Schedule 1 Expiration Date	Quote valid for 30 Days from 8/28/2009





ASP License Agreement

REDISTRIBUTION NOT PERMITTED

By executing this Term Sheet, which is Schedule 1 to an ASP License Agreement, you acknowledge that you have read and understood the provisions of such License Agreement and that you are bound by the provisions of the License Agreement. In consideration of the mutual benefits set forth above and the covenants and agreements set forth in the License Agreement, the parties hereto have signed this Term Sheet and License Agreement this _____ day of _____, 2009.

Signed:

For: Wimba, Inc.

By: _____

Title: _____

Signed:

For: University of Southern Mississippi

By: Wimba, Inc.

Title: D. R. of Procurement

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



THE UNIVERSITY OF SOUTHERN MISSISSIPPI

iTech

118 College Drive #10001
Hattiesburg, MS 39406-0001
Tel: 601.266.4190
Fax: 601.266.4104
www.usm.edu/itech

September 17, 2009

Addendum to the ASP License Agreement between The University of Southern Mississippi and Wimba, Inc.

Subject to the Mississippi statutes and the Constitution of the State of Mississippi, The University of Southern Mississippi does not agree to the following:

1. to defend, indemnify or hold harmless another party. (MS AG Ops., Long, February 27, 2009)
 - Section 11(b) of the ASP License Agreement
2. to waive or limit any other party's liabilities or warranties, express or implied. (MS AG Ops., Long, February 27, 2009).
 - Section 8(b) of the ASP License Agreement.
3. to any limitation or waiver of damages or types of damages owed or which may be owed by another party to a state agency. (MS AG Ops., Chamberlin, October 18, 2002)
 - Section 10 of the ASP License Agreement
4. to submit to binding arbitration in the case of a dispute between the state agency and another party. (MS AG Ops., Chamberlin, October 18, 2002)
 - Section 13 of the ASP License Agreement
5. to fix venue or jurisdiction of any action in any other state or jurisdiction except Mississippi. (MS AG Ops., Meadows, August 18, 2008)
 - Section 13 of the ASP License Agreement
6. to be bound by the laws of any other state than the State of Mississippi. (MS AG Ops., Nowak, November 18, 2005)
 - Section 13 of the ASP License Agreement

7. to a time of payment or the payment of interest, penalties or attorney's fees to another party other than as provided for in the Mississippi Timely Payment Law, Section 31-7-301 et seq., Miss. Code of 1972.

- Section 9 of the ASP License Agreement

By executing this Addendum, you acknowledge that you have read and understand each provision and that you agree to be bound by the provisions in this Addendum.

Signed:

For: Wimba, Inc.

By: _____

Title: _____

Date: _____

Signed:

For: University of Southern Mississippi

By: Mark A. D. _____

Title: Dir. of Procurement _____

Date: 9/23/01 _____

BLACKBOARD COLLABORATE™ SALES ORDER SCHEDULE

This Blackboard Collaborate Sales Order Schedule (“Order Schedule”) between University of Southern Mississippi (“Customer”) and Blackboard Collaborate Inc. (“Company”) is an addendum to the Blackboard License And Services Agreement dated July 8, 2011 between Blackboard Inc. and Customer, including, without limitation, the Master Terms and any Exhibits, Schedules, and Amendments incorporated therein (“Master Terms”). This Order Schedule details the terms of Customer’s use of the Blackboard Collaborate software and services set forth in Section 1 below, and shall become effective on the later of: (i) Customer’s execution and Company’s acceptance and agreement; or (ii) the date specified in Section 3 below (“Effective Date”).

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

Product Code	Product Name	Description	Qty (no.)	Initial Term Fee (USD) Period 1: 9/29/12-9/28/13
WB-WC-4-LIC	Wimba Classroom (8,000 - 14,999)	Wimba Classroom (8,000 - 14,999). Blackboard currently offers with the renewal of this product, unlimited storage.	1	USD 24,753.75
WB-WC-4-ASP	Wimba Classroom (8,000 - 14,999) HST	Wimba Classroom (8,000 - 14,999) HST. Blackboard currently offers with the renewal of this product, unlimited storage.	1	USD 10,550.40
WB-WV-4-LIC	Wimba Voice (8,000 - 14,999)	_____	1	USD 11,000.85
WB-WV-4-ASP	Wimba Voice (8,000 - 14,999) HST	_____	1	USD 4,730.25

Sales Order Total Fee (Initial Term):		USD 51,035.25
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Customer understands and agrees that this Order Schedule limits the use of the Software, ASP Services and/or Professional Services by the Customer to the delineated Description and Quantity specified above. Subject to those delineations, Company hereby grants to Customer a limited, personal, non-exclusive, non-transferable, non-sublicensable license to use the Software and ASP Services to facilitate the conduct of Customer classes, training sessions, seminars and other meetings. Additional access to or usage of the software or services is subject to additional purchase.

- 2. Initial Term (aggregate months):** 12
- 3. Effective Date (applicable only if different from acceptance date as described in the preamble):** **9/29/12**
- 4. Enterprise Licensed User Group (applicable only to enterprise banded products):** University of Southern Mississippi

- 5. Customer Billing Contact:**

Contact Name:	Amy Thornton	Contact
Street Address:	118 College Dr. #5023	Phone: 601/266-6197
Postal Code and Country:	39401, USA	City and State/Province: Hattiesburg, MS
		E-Mail: amy.thornton@usm.edu
		Address:

- 6. Support.** A “Support Instance” is a unique request for support or service, and encompasses the cycle of communication from request initiation to instance resolution. Up to 250 Support Instances are included in the price above (“Included Instances”). Support Instances in excess of the Included Instances are subject to purchase.
- 7. ASP Storage.** ASP Services include a total of 5GB of storage for archives (“Storage Capacity”), unless otherwise specifically set forth herein. Storage in excess of the Storage Capacity is subject to purchase.
- 8. Professional Services.** If the Customer purchases Professional Services, in addition to the fees specified for such services, Customer agrees to reimburse Company’s reasonable travel and living expenses incurred by Company’s employees and subcontractors in connection with the performance of such services, provided, however, that: a) such expenses shall be invoiced separately as incurred; b) any single expense greater than \$250 shall be subject to Customer’s approval; and c) upon request Company will provide reasonable documentation indicating that Company incurred such expenses. Professional Services are not subject to renewal.
- 9. Payment and Term.** In consideration for the use of the Software, ASP Services and/or Professional Services (as applicable) during the Initial Term, the Customer will pay the Company the fees set forth above (the “Fee”). The total Fee will be invoiced on execution of this agreement and is due within 30 days of invoicing.

- 10. Customer Use.** Customer acknowledges and agrees that Customer shall be responsible and liable for all uses made by Customer or Customer's authorized users of the Software and ASP Services. Customer shall comply with all applicable laws (including, but not limited to export/import laws and laws relating to privacy, obscenity, copyright, trademark, confidential information, trade secret, libel, slander or defamation), as well as all policies and practices of Customer-affiliated schools or organizations. Customer shall not, directly or indirectly, send, submit, post, receive or otherwise facilitate, or in any way use, or permit to be used, the Software or ASP Services to send, submit, post, receive or otherwise facilitate the transmission of any materials that are abusive, obscene, profane, sexually explicit, threatening, or materials containing blatant expressions of bigotry, racism or hate, or which violate or infringe any third-party right. Customer agrees that, unless otherwise expressly permitted in writing by Company, Customer and Customer's authorized users will not: (a) reproduce, republish, display, frame, download (except as expressly authorized herein), distribute, or transmit the Software or ASP Service; (b) to the extent permitted under applicable law, redistribute, encumber, sell, rent, lease, loan, sublicense, assign, or otherwise transfer rights to the Software or ASP Service; (c) modify or create any derivative works based on the Software or ASP Service, including customization, translation, or localization, or use modified versions thereof, including (without limitation) for the purpose of obtaining unauthorized access to the Software and/or the ASP Service; (d) copy, reproduce, reuse in another product or service, modify, alter, or display in any manner any software or files, or parts thereof, included as part of the Software or ASP Service, or otherwise permit the Software or ASP Service to be subject to any timesharing, service bureau, subscription service or rental activities; (e) except to the extent expressly permitted by law, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the Software or ASP Service, or in any way ascertain, decipher, or obtain the communications protocols for accessing the same, or the underlying ideas or algorithms (e.g., in an effort to develop other applications or services that provide similar or substitute or complimentary functionality to the Software or ASP Service; (f) access the Software or ASP Service by any means other than through the interface that is provided by the Company for such purpose; (g) attempt to gain unauthorized access to the Software or ASP Service, or to any account, application, platform, computer system or network associated therewith; (h) use the Software or ASP Service in any way that violates this Order Schedule or the Master Terms, or any other agreements to which Customer is a party, or any law; and/or (i) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in or on the Software or ASP Service. Customer may not charge any fees to any party for their use of the Software or ASP Service. The Company may, at its sole discretion, and from time to time make available additional features and/or functionalities to the Software or ASP Service which may, but are not required to, be added to the Software or ASP Service by Customer at an additional cost. The Company is required to, and Customer agrees that Customer will also, comply with the applicable terms of any third party license of which Customer have been notified by the Company.
- 11. Access.** In order to use the Software and ASP Service, Customer must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service and/or telephony fees associated with such access. In addition, Customer must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. Generally, the Company endeavors to provide access to ASP Services on a 24-hour per day and 365 days per year basis. However, such access may not be available from time to time as a result of repairs, upgrades or routine maintenance. The Company will use commercially reasonable efforts to minimize the impact of such activities. Customer or Customer's authorized users may be required to provide information in order to register for and/or use the Software or ASP Service. Customer agrees to (a) provide true, accurate, current and complete information about Customer and Customer's authorized users as requested, and (b) maintain and promptly update all such information to keep it true, accurate, current and complete. Customer is solely responsible for maintaining the confidentiality of account(s) and password(s) related to the Software and/or ASP Services, and is fully responsible for all activities that occur under such passwords or user identifications. Customer acknowledges and agrees that Customer shall be responsible for each and every access, use or employment of the ASP Service or Software that occurs by Customer's authorized users and/or in conjunction with such passwords and user identifications, and that the Company is authorized to accept the user identifications and passwords as conclusive evidence that Customer, or Customer's authorized users, as the case may be, have accessed, utilized, or otherwise employed the ASP Service or Software. Customer agrees to notify the Company of any unauthorized use of such password or user identifications and any other breach of security. Specifically in respect of ASP Services, Customer acknowledges and agrees that the ASP Services are provided via the Internet and that Customer and Customer's authorized users' information, including personal information, may be transferred across national borders and stored or processed in any country in the world. Customer are solely responsible for obtaining and maintaining any necessary consents or permissions from Customer's authorized users or others whose information may be collected, recorded, processed, stored, used, disclosed, transferred, exchanged or otherwise handled as a result of, or as part of, any customer content or any communications involving the use of the ASP Services or Software and agree to obtain and maintain all such consents or permissions throughout the term of this agreement. If Customer resides in the European Union, upon registration Customer will be indicating Customer's explicit consent that the personal information Customer has provided may be transferred and stored in countries outside the EU, including the United States. Personal information shall only be used in accordance with the Company's Privacy Policy at <http://www.blackboard.com/Footer/Privacy-Policy.aspx>.
- 12. Customer Content.** Customer is solely responsible for all customer content, as well as for the content of any communications by Customer or Customer's authorized users, including any communications involving the use of the ASP Services or Software. By uploading or otherwise making available any customer content, Customer automatically grants and/or warrants that the owner has granted the Company, the perpetual, world-wide, royalty-free, non-exclusive, sublicensable, irrevocable right and license to use, reproduce, modify, publish, distribute, perform, display, and transmit the customer content through the Service. Customer is solely responsible for making and keeping back-up copies of customer content. The Company shall not be responsible or liable for the deletion or accuracy of customer content, the failure to store, transmit, encrypt (or otherwise secure) or receive customer content, or the storage, transmission, encryption (or other security) or receipt of any other communication involving the use of the ASP Service or Software. Customer acknowledges and agrees that most information shared or communicated between Customer, Customer's authorized users and the Company, the ASP Services or the Software occurs over the Internet which is an unsecured environment, is not treated as confidential, and may be intercepted and read by others. Customer acknowledges that the Company does not pre-screen customer content, but that the Company shall have the right (but not the obligation) in its sole discretion to refuse or move any customer content that is available through the Software or ASP Service. Without limiting the foregoing, the Company has the right to remove any customer content or Customer's access to the Software or ASP Service that violates this Order Schedule or is otherwise objectionable. Customer agrees and acknowledges that the Company may preserve customer content and may disclose customer content if required to do so by law or in the good faith belief that any such preservation or disclosure is reasonably necessary to comply with legal process, enforce this Order Schedule or the Master Terms, and/or respond to claims that any

customer content violates the rights of third parties or protect the rights, property or personal safety of the Company, its users and the public.

- 13. Terms of Service.** The Master Terms, together with this Order Schedule constitute the agreement between the parties in respect of the software and services set forth in Section 1 above. Capitalized terms not otherwise defined are defined in the Master Terms. By executing and returning this Order Schedule, Customer acknowledges and agrees that its use of the Blackboard Collaborate software and services specified herein is subject to, and governed by, all of the terms and conditions of this agreement. The individual executing this Order Schedule on Customer's behalf represents and warrants that he or she has the authority to enter into this agreement and bind the Customer to all of its terms and conditions as of the date indicated below. Notwithstanding anything to the contrary in any purchase order or any other document provided by Customer, any service provided or license granted by the Company to Customer in connection with a purchase order related to this Order Schedule is conditioned upon Customer's acceptance of this Order Schedule and the Master Terms are incorporated by reference herein. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void.

BLACKBOARD COLLABORATE INC.

CUSTOMER: University of Southern Mississippi

Signature
Tess Frazier, Vice President
Print Name and Title

Date: _____

Signature
Print Name and Title

Date: _____