

# Blackboard

This Blackboard Order Form ('Order Form') by and between **Blackboard Inc.** ('Blackboard') and **Texas A & M University - San Antonio** ('Customer') details the terms of Customer's use of the products and services set forth below ('Product and Pricing Summary'). This Order Form shall become effective on the Effective Date. This Order Form, together with the Blackboard Master Agreement between Blackboard and Texas A & M University System Office dated September 13, 2018 (C2021-4583) and incorporated by this reference, form the entire agreement between the parties in respect to the products and services set forth in the Product and Pricing Summary. Notwithstanding anything to the contrary in any purchase order or other document provided by the Customer, any product or service provided by Blackboard to the Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

## A. Software & Services Product and Pricing Summary

Period Number	Total
Period 1	\$131,266.79
Period 2	\$110,483.90
Period 3	\$113,798.54
<b>Contract Total</b>	<b>\$355,549.23</b>

Period 1				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1	AS-ALY-BBL-P	PKG- Bb ALLY - LRN Entitlements for Period 1 Band: 4,001 - 8,000 FTE	01-Oct-2022 to 30-Sep-2023	\$12,600.00
1	AS-ALY-BBL	BB ALLY FOR LEARN Entitlements for Period 1 Band: 4,001 - 8,000 FTE		Included - AS-ALY-BBL-P
4	AS-HST-STO1TB-SAAS	SAAS ADDITIONAL STORAGE 1TB Entitlements for Period 1 Purchased Storage: 1024 GB		\$24,000.00
1	AS-HST-OPDB-SAAS	SAAS OPEN DATABASE REPTG ADDON		\$9,450.00
1	SAAS2-LC-HE-P	PKG- LRNG CORE SAAS PLUS Entitlements for Period 1 Band: 4,001 - 8,000 FTE Purchased Storage: 1024 GB		\$70,839.92
1	AS-LRN-SAAS2	BLACKBOARD LEARN SAAS PLUS Entitlements for Period 1 Band: 4,001 - 8,000 FTE Purchased Storage: 1024 GB		Included - SAAS2-LC-HE-P
1	AS-TPD-S	TRAINING PROGRAM DEVELOPMENT		\$3,281.46
1	CL-WC-SAAS	WEB CONF SAAS DEPLOYMENT Entitlements for Period 1 Band: 4,001 - 8,000 FTE Purchased Storage: 1024 GB		\$11,095.41
<b>Period 1 Total</b>				<b>\$131,266.79</b>

Period 2				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1	AS-ALY-BBL-P	PKG- Bb ALLY - LRN Entitlements for Period 2 Band: 4,001 - 8,000 FTE	01-Oct-2023 to 30-Sep-2024	\$12,978.00
1	AS-ALY-BBL	BB ALLY FOR LEARN Entitlements for Period 2 Band: 4,001 - 8,000 FTE		Included - AS-ALY-BBL-P
1	AS-HST-OPDB-SAAS	SAAS OPEN DATABASE REPTG ADDON		\$9,733.50
1	SAAS2-LC-HE-P	PKG- LRNG CORE SAAS PLUS Entitlements for Period 2 Band: 4,001 - 8,000 FTE Purchased Storage: 1024 GB		\$72,965.00
1	AS-LRN-SAAS2	BLACKBOARD LEARN SAAS PLUS Entitlements for Period 2 Band: 4,001 - 8,000 FTE Purchased Storage: 1024 GB		Included - SAAS2-LC-HE-P
1	AS-TPD-S	TRAINING PROGRAM DEVELOPMENT		\$3,164.00

1	CL-WC-SAAS	WEB CONF SAAS DEPLOYMENT Entitlements for Period 2 Band: 4,001 - 8,000 FTE Purchased Storage: 1024 GB		\$11,643.40
<b>Period 2 Total</b>				\$110,483.90

Period 3				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1	AS-ALY-BBL-P	PKG- Bb ALLY - LRN Entitlements for Period 3 Band: 4,001 - 8,000 FTE	01-Oct-2024 to 30-Sep-2025	\$13,367.34
1	AS-ALY-BBL	BB ALLY FOR LEARN Entitlements for Period 3 Band: 4,001 - 8,000 FTE		Included - AS-ALY-BBL-P
1	AS-HST-OPDB-SAAS	SAAS OPEN DATABASE REPTG ADDON		\$10,025.50
1	SAAS2-LC-HE-P	PKG- LRNG CORE SAAS PLUS Entitlements for Period 3 Band: 4,001 - 8,000 FTE Purchased Storage: 1024 GB		\$75,154.00
1	AS-LRN-SAAS2	BLACKBOARD LEARN SAAS PLUS Entitlements for Period 3 Band: 4,001 - 8,000 FTE Purchased Storage: 1024 GB		Included - SAAS2-LC-HE-P
1	AS-TPD-S	TRAINING PROGRAM DEVELOPMENT		\$3,259.00
1	CL-WC-SAAS	WEB CONF SAAS DEPLOYMENT Entitlements for Period 3 Band: 4,001 - 8,000 FTE Purchased Storage: 1024 GB		\$11,992.70
<b>Period 3 Total</b>				\$113,798.54

### B. Terms

- The Initial Term of this Order Form shall include all Periods included in the Software & Services Product and Pricing Summary above.
- Following the Initial Term, this Order Form shall renew automatically for successive periods of one (1) year each (each a "Renewal Term"), unless and until Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
- Effective Date: 01-Oct-2022

### C. Payment Terms

- All initial and subsequent payments shall be due NET30. Unless otherwise stated, all prices are in United States currency.
- Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

### D. Special Provisions

The following Terms and Conditions are incorporated herein:

- Excess Use Fees.** Your use of the Products and Services is restricted to the use limitations set forth in the applicable Order Form or in the applicable support terms of the Agreement, and as further defined under each of the respective product terms below. Use in excess of these limitations is subject to additional fees and may be invoiced monthly by Blackboard. Any failure by Blackboard to timely invoice for any overages due under this paragraph shall not constitute a waiver of your obligation to pay such fees.
- Blackboard Learn Use Limitations.** Your usage is limited by the number of Authorized Users, FTE, Bandwidth and Storage set forth in the Order Form or the support terms of the Agreement. An "Authorized User" (or User or Active User) means any individual user of the platform, including but not limited to, students, teachers, parents of students, or employees of yours (including invited non-commercial third-parties thereof) authorized to use the platform per the terms of this Agreement. Authorized Users shall also include non-traditional users, including without limitation, faculty, staff, alumni, continuing education students or participants in community outreach or non-degree bearing courses (collectively, "Non Traditional Users"), provided, however, that Authorized Users shall not include any third party commercial providers without our prior written approval. Your usage in terms of the number of Authorized Users is determined by first taking the sum of unique authenticated users on a monthly basis (the "Monthly Active Users"). For each annual contract period, the Authorized Users is equal to the average of the Monthly Active Users. This calculated average is then compared to the Authorized Users limitation set forth in the Order Form or support terms of the Agreement. "FTE" means the number of full-time students plus half of the part-time students enrolled at your institution. "Full time students" shall also include Non Traditional Users provided, however, that Full time students shall not include any third party commercial providers without our prior written approval. In no event shall the number of Non-Traditional Users exceed ten percent (10%) of the number of total FTEs specified in the Order Form. "Storage" means the highest amount of storage utilization during the respective annual term of a client's uploaded and hosted files, including but not limited to content files, media files and recordings, typically measured in gigabytes (GB) or terabytes (TB). Storage is only sold in 1 TB allotments. By way of example only, if you are contracted for 1TB of storage, and your storage reaches 2TB in month two of your contract, you will be charged for 2TB of storage for that annual term of the contract. Additional Authorized Users, FTE, or Storage used in excess of the limitations set forth in the Order Form or support terms of the Agreement is subject to additional fees and purchase. Authorized Users, FTE, or Storage below the limitations set forth in the Order Form or support terms of the Agreement, if any, are not eligible for rollover or carryover to subsequent Terms, or refund. Blackboard reserves the right to charge for overages as they occur throughout the term, provided however, any failure by Blackboard to timely invoice for any overages shall not constitute a waiver of your obligation to pay such fee.


**3. Blackboard Collaborate Use Limitations.** Your usage is limited by the number of Authorized Users, Minutes, FTE, and Storage set forth in the Order Form or support terms of the Agreement. An "Authorized User" (or User or Active User) means any individual user of the platform, including but not limited to, students, teachers, parents of students, or employees of yours (including invited non-commercial third-parties thereof) authorized to use the platform per the terms of this Agreement. Authorized Users shall also include non-traditional users, including without limitation, faculty, staff, alumni, continuing education students or participants in community outreach or non-degree bearing courses (collectively, "Non-Traditional Users"), provided, however, that Authorized Users shall not include any third-party commercial providers without our prior written approval. Your usage in terms of the number of Authorized Users is determined by first taking the sum of unique authenticated users (via an LMS integration or authenticated into Collaborate via an invitation link) plus the peak of unauthenticated (guest) users on a monthly basis (the "Monthly Users"). For each annual contract period, the Authorized Users is equal to the average of the Monthly Users. This calculated average is then compared to the Authorized Users set forth in the Order Form or support terms of the Agreement. A "Minute" means each sixty-second interval in which an Authorized User is attending a session, event or playing back a recording of a session or event. For purposes of illustration only, 5 people in a 30-minute Collaborate session = 150 minutes; and if 3 of those 5 people watched the full 30-minute recording, you would incur an additional 90 minutes; for a total of 240 minutes total. "FTE" means the number of full-time students plus half of the part-time students enrolled at your institution. "Full time students" shall also include Non-Traditional Users provided, however, that Full time students shall not include any third-party commercial providers without our prior written approval. In no event shall the number of Non-Traditional Users exceed ten percent (10%) of the number of total FTEs specified in the Order Form. Minutes are sold in increments of 1 million minutes. "Storage" means the highest amount of storage utilization during the respective annual term of a client's uploaded and hosted files, including but not limited to content files, media files and recordings, typically measured in gigabytes (GB) or terabytes (TB). By way of example only, if you are contracted for 1TB of storage, and your storage reaches 2TB in month two of your contract, you will be charged for 2TB of storage for that annual term of the contract. Storage is only sold in 1 TB allotments. Additional Authorized Users, Minutes, FTE, or Storage used in excess of the limitations set forth in the Order Form or support terms of the Agreement is subject to additional fees and purchase. Authorized Users, FTE, or unused Minutes or Storage below the limitations set forth in the Order Form or support terms of the Agreement, if any, are not eligible for rollover or carryover to subsequent Terms, or refund. Blackboard reserves the right to charge for overages as they occur throughout the term, provided however, any failure by Blackboard to timely invoice for any overages shall not constitute a waiver of your obligation to pay such fees.

In Process

Sales Approved: Kevin O'Keefe  
Initial: 

Sales Approved:  
Initial:

Customer: Texas A & M University - San Antonio  
Signature:  
  
  
Name:  
Title:  
Date:

Blackboard Inc.  
Signature:  
  
Name: Michael Pohorylo  
Title: Associate General Counsel  
Date: 07-Oct-2022

Blackboard does not require a PO for the purchase or payment of the products on this Order Form. If your organization requires a PO in addition to this signed contract, please provide all known information here. If a PO will be issued after signature, indicate 'Pending' in the PO Number field.  
PO Number: PO Amount:  
Attach PO or send PO to Operations@blackboard.com(Optional):  
Attach Tax Exemption (Optional):

Invoicing  
Send Invoices via email to:  
1. Name: Email:  
2. Name: Email:  
3. Name: Email:

In Process